

**EXHIBIT B
OPERATING PLAN**

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1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to Channel Islands National Park (hereinafter referred to as the "Area" or "Park"), within which the Concessioner is required and authorized to provide visitor services under the Contract.

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

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

2) DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 C.F.R. Part 51, the following definitions apply to this Operating Plan.

- A) Biosecurity.** Biosecurity is the prevention, detection, and response to potential introductions of nonnative invasive species.
- B) Landing:** Each time a vessel delivers visitors to an island.
- C) Live Boating:** Loading and unloading passengers from a vessel without being tied up to a dock or pier, including aiding visitors to climb a ladder while the vessel shifts beneath their feet, while the ladder and landing platform are stationary.
- D) Naturalist:** A Service-approved guide that is trained to provide formal and informal interpretive services and education programs, including presenting programs and leading guided hikes. Naturalists are designated and approved by the Service.

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must:

- (1) Designate an on-site General Manager who:
 - (a) Has the authority and the managerial experience for operating the visitor services required under the Contract;
 - (b) Must employ a staff with the expertise and training to operate all services required and authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
 - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of the General Manager, the Concessioner must designate a qualified acting General Manager.
- (3) Contact information: The Concessioner must provide a current, accurate contact information list to the Service with all appropriate points of contact on or before the effective date of the Contract and must update the list as changes occur.

B) Service

The Superintendent manages Channel Islands National Park with responsibility for all operations, including concession operations. The Superintendent carries out Service policy, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Contact information: The Service provides a current list to the Concessioner with all appropriate points of contact.
- (2) Evaluation of Concessioner services and facilities
- (3) Review and approval of rates charged for all commercial services

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

- (1) *Minimum days and hours of operation of boat transportation*

Island – Location	Minimum Trips Weekly	Minimum Trips Monthly	Specifications
<i>Santa Barbara Island</i>			
Peak Season	-	2	August and September only
Off-Peak Season	-	-	October through July
<i>East Anacapa Island</i>			
Peak Season	4	16	May through October
Off-Peak Season	2	8	November through April
<i>Santa Cruz Island</i>			
Peak Season	4	16	May through October
Off-Peak Season	2	8	November through April
<i>Santa Rosa Island</i>			
Peak Season	2	8	May through October
Off-Peak Season	-	2	March and April only
<i>San Miguel Island</i>			
Peak Season	-	1	July, August, September, and October only
Off-Peak Season	-	-	

- (2) The Concessioner must submit its proposed schedule of operation for both trip dates and times, reservation desk hours and administrative office hours for approval within **30 days following the effective date of the Contract** and by **February 1** for each subsequent year thereafter. The Concessioner’s reservation desk and administrative office *must be staffed from at least 9:00 a.m. to 5:00 p.m. every day year-round except for Thanksgiving and Christmas*. The Service will give reasonable notice of any schedule changes that it may initiate. The Concessioner must not fail to open on a designated business day or close earlier than the minimum operating hours, except for natural disasters or other bona fide emergencies, or as authorized in writing by the Superintendent. The hours of operation must be prominently displayed and must be included in marketing materials, information brochures, the Concessioner’s online website, and other sources where the Concessioner controls or provides information regarding its operations.

B) Trip Requirements

- (1) *General*
 - (a) Minimum Trip Requirements and Island Visitor Capacity Limits. Weather permitting, the Concessioner must provide the minimum number of trips specified for each island above (in Section 4)A)(1) of this Operating Plan), provided the minimum number of fares per trip is

sold and the maximum island visitor capacities specified are not exceeded (see following table).

Island - Location	Min. Fares (Day Visitors & Campers)*	Island Day Visitor Max. Capacity*	Campground Capacity (Total Sites/People)	Min. Hours Ashore**	Max. Kayaks per Day	Specifications
Santa Barbara	40	100 visitors per day, excluding campers	10 sites/30 campers per night	4	0	None
East Anacapa	40	No more than 100 visitors at one time, including campers	7 sites/30 campers per night	3	12	None
Santa Cruz - Scorpion	40	No more than 250 day visitors at one time, excluding campers	31 sites/240 campers per night	4	18	Private kayaks only; Commercial kayaking conducted under separate authorization at this location
Santa Cruz - Prisoners	40	No more than 100 day visitors at one time, excluding campers	6 sites/24 campers per night in the Prisoners Harbor area & 16 campers per night in Rancho Del Norte area	4	0	None
Santa Rosa – Bechers	40	No more than 500 visitors per day, including campers	15 sites/125 campers per night plus 40 ranch guests at Bechers Bay; Up to 30 campers at Johnsons Lee	4	0	None
San Miguel - Cuyler	40	75 visitors per day, excluding campers	9 sites/30 campers per night	3	0	Visitor access beyond the campground and Ranger Station requires NPS escort.

*Area interpretive staff or Naturalists, Volunteer Naturalists, and Concessioner staff leading hikes are not counted toward the minimum number of fares per trip or the maximum island visitor capacities specified above.

- **Minimum hours ashore include time spent loading and unloading passengers on/off the vessel.
- (b) Cancellation. The Concessioner is responsible for deciding whether to cancel a trip due to weather, undersold minimum fares, vessel condition, or passenger safety. The Concessioner must report cancellation of a trip for any reason to Park Dispatch as soon as possible after it has made such a decision, but at least before 9:00 A.M. on the day of the scheduled trip.
 - (c) Trip Status Updates. The Concessioner must provide trip status updates to CHIS_Dispatch@nps.gov no later than 4:00 P.M. the day prior to departure of the trip, including destination, estimated number of passengers, character or affiliation of a group, length of stay, and estimated time of arrival. The Service will provide an additional list of Park staff email addresses to be copied on these trip status updates, including but not limited to the Concessions Management Specialist and island staff.
 - (d) Island Visitor Limits. The Concessioner must work with the Service to ensure these limits are not exceeded with the arrival of passengers on additional landings. Requests to accommodate larger groups must be submitted to and considered by the Chief Ranger on a case-by-case basis.
 - (e) Service Animals. Visitors with service animals must receive a permit from the Service prior to coming ashore on Santa Rosa, Santa Cruz, and San Miguel Islands. This permit includes health screening, vaccination, and prophylactic treatment requirements. The Concessioner must require visitors with service animals to present a copy of the permit for the animal to travel to these Park islands upon check-in and prior to boarding the vessel. In instances where a visitor does not present the required permit, the Concessioner must decline boarding and passage of the service animal and refer the customer to the Park web site or visitor center for additional information. The most current information can be found at <https://www.nps.gov/chis/planyourvisit/service-animals.htm>
 - (f) Camping Permits. The Concessioner must ensure that all camping groups or individuals possess a valid Service-issued camping permit before the boat departs from the mainland. Where campers cannot produce such permit, the Concessioner must contact Park Dispatch to ensure campers have purchased the required permit before vessel departure.
 - (g) Camper Pick Up. The Concessioner must pick up campers on the islands on the agreed specific day. If a trip must be canceled due to weather or other physical impossibility, the Concessioner must reschedule the trip at the earliest possible time. In such an event, the Concessioner must contact the Service and continue to keep Park Dispatch apprised.
 - (h) Charter Trips. Charter trips are trips where a group charts the vessel for an exclusive trip and that trip is not open for reservations from the public. Charter trips will be counted toward meeting the minimum operational requirement for the respective island (see Section 4)A)(1) above).
 - (i) Moorings. If the Concessioner is staying in the area once passengers are off-loaded at island destinations, the Concessioner must use a mooring buoy where present or anchor offshore. The Concessioner must not tie up to the Service wharfs/piers and remain "dockside." The Concessioner's vessels must only approach Service wharfs/piers for passenger loading. The Concessioner must not use moorings reserved for Service or other agency administrative use. However, where the Service has provided moorings for the Concessioner's use, they are to be used in lieu of anchoring. All vessels must have adequate anchoring systems. The Service will work with the Concessioner to identify reserved moorings.
 - (j) Park Radio. The Concessioner must monitor the Park radio frequency during concession trips. The Concessioner must obtain and maintain radios that can transmit and receive on Park frequencies.
 - (k) Trip Statistics. The Concessioner must submit to the Area's Chief of Interpretation and Commercial Services Specialist a monthly report providing required visitor statistics **by the**

fifth day of the subsequent month (please see Attachments 2 and 3 to the Operating Plan for the required forms).

- (l) Naturalist Transportation. The Concessioner must provide space for up to three Service-approved interpretive staff, including volunteer Naturalists, on each trip.
- (2) *Santa Barbara Island Trip Requirements*
 - (a) With the noted exceptions, all trips must operate as scheduled, provided the minimum of 40 fares per trip are sold. Trips must allow a minimum of four hours ashore on the island.
 - (b) The Concessioner's vessel captains must notify Santa Barbara Island staff of the trip itinerary via the Park radio network at least one-half hour prior to arrival.
 - (c) The Concessioner must not transport more than 100 day visitors to Santa Barbara Island per day, excluding campers. The Island also has a maximum capacity of 30 campers per night and the Concessioner must not transport additional campers if doing so results in exceeding this nightly maximum.
 - (d) If a trip is to provide transportation to campers, the Concessioner must agree to a return pickup date and time. The Concessioner may require campers to agree to be picked up on already scheduled trip dates.
 - (e) Current Status of Landing Facilities. After multiple weather events and subsequent storm damage to the wharf, there have been a series of closures at this location. The Service plans to reopen a safer skiff landing (by ladder) by 2022. The Service anticipates the wharf will be replaced between 2023 and 2025.
 - (3) *Anacapa Island Trip Requirements*
 - (a) All required scheduled trips are to East Anacapa Island, unless otherwise noted. All trips to East Anacapa Island must operate as scheduled, provided the minimum of 40 fares per trip are sold. Trips must allow at least three hours ashore on the island.
 - (b) The Concessioner must have no more than 100 day visitors (including campers) on East Anacapa Island at any one time. The Island has a maximum capacity of 30 overnight campers per night and the Concessioner must not transport additional campers if doing so results in exceeding this nightly maximum. The Concessioner must work with the Service to ensure carrying capacity limits are not exceeded with the arrival of passengers on additional landings.
 - (c) The Concessioner's vessel captains must notify Anacapa Island staff of the trip itinerary via the Park radio network at least one-half hour prior to arrival.
 - (d) If more than one of the Concessioner's vessels is scheduled to land at one destination on the Anacapa Island on a given day, the Concessioner must make arrangements with Island staff to unload vessels at staggered intervals in order to enhance the Service's ability to manage and provide orientation to all the passengers.
 - (e) For East Anacapa Island operations, the Concessioner must not conduct landing or disembarking operations between 1:50 P.M. and 2:30 P.M. on Wednesdays between Memorial Day to Labor Day, when only one Concessioner boat is scheduled for that day. On days when two Concessioner boats are scheduled, the first boat must arrive at Anacapa Island no later than 11:00 A.M. and begin loading for departure no earlier than 2:30 P.M. These timing restrictions are required in order to safely facilitate the Service's Live Dive interpretive program.
 - (f) The Concessioner must transport no more than 12 kayaks per day to East Anacapa Island. There is no limit on the number of kayaks that may be transported/returned to the mainland. This may be subject to change in the future based on Service management of kayaking activities.
 - (4) *Santa Cruz Island Trip Requirements*
 - (a) With the noted exceptions, all trips must operate as scheduled, provided the minimum of 40 fares per trip are sold. Trips must allow at least four hours ashore on the island.

- (b) The Concessioner's vessel captains must notify the Santa Cruz Island ranger of the trip itinerary via the Park radio network at least one-half hour prior to arrival.
 - (c) When two or more trips to one destination (i.e. Scorpion Anchorage or Prisoners Harbor) are scheduled for one day, the Concessioner must prioritize day use visitation to the island and every effort must be made to maximize the day visitors' time at Scorpion Anchorage or Prisoners Harbor. The Concessioner must unload vessels at staggered intervals to enhance the Island ranger's ability to manage and provide orientation to all passengers, disperse day visitors to other locations and activities, and to minimize campground management conflicts as it relates to camper departure and arrival conflicts. For these reasons, day visitors should be transported to the Island early in the morning and campers should be transported to the Island in the afternoon.
 - (d) Concessioner landings at **Scorpion Anchorage** are limited to no more than 250 day visitors ashore at any one time, excluding campers.
 - (e) The Concessioner must transport no more than 18 kayaks per day to Scorpion Anchorage. The Concessioner must make these 18 kayak transportation opportunities available to the general public. There is no limit on the number of kayaks that may be returned to the mainland. This may be subject to change in the future based on Service management of kayaking activities.
 - (f) Concessioner landings at **Prisoners Harbor** are limited to no more than 100 day visitors at any one time, excluding campers, and the Concessioner must not land more than 100 persons in any one landing. The Island also has a maximum capacity of 24 campers per night in the Prisoners Harbor area and 16 campers per night the Rancho Del Norte area.
 - (g) The Concessioner must obtain advance approval from the Service to land or pick-up passengers at Smugglers Cove.
- (5) *Santa Rosa Island Trip Requirements*
- (a) With the noted exceptions, all trips must operate as scheduled, provided the minimum of 40 fares per trip are sold. Landings must occur principally at the Becher's Bay pier; other locations for landings, including the beach at Water Canyon or Officer's Beach at Johnson's Lee, must be approved in advance by the Service. Trips must allow at least four hours ashore on the island.
 - (b) The Concessioner's vessel captains must notify the Santa Rosa Island ranger of the trip itinerary via the Park radio network at least one-half hour prior to arrival.
 - (c) The Concessioner must not transport more than 500 visitors to Santa Rosa Island per day, including campers. The Island also has a maximum capacity of 125 campers per night, plus up to 40 ranch guests at Bechers Bay.
 - (d) When two or more trips to Santa Rosa Island are scheduled for one day, the Concessioner must prioritize day use visitation and every effort must be afforded to maximize the day visitors' time at the Island. If more than one of the Concessioner's vessels is scheduled to land at Santa Rosa Island on a given day, the Concessioner is limited to one landing within any given two-hour period and a daily limit of three landings. The Concessioner must unload vessels at staggered intervals to enhance the Island ranger's ability to manage and provide orientation to all passengers.
- (6) *San Miguel Island Trip Requirements*
- (a) With the noted exceptions, all trips must operate as scheduled, provided the minimum of 40 fares per trip are sold. Landings must occur at Cuyler Harbor. Trips must allow at least three hours ashore on the island.
 - (b) The Concessioner's vessel captain must notify the San Miguel Island ranger of the trip itinerary via the Park radio network at least one hour before arrival.
 - (c) The Concessioner must not transport more than 75 day visitors to San Miguel Island per day, excluding campers. The Island also has a maximum capacity of 30 campers per night, and the Concessioner must not transport additional campers if doing so results in exceeding this nightly maximum.

- (d) The Concessioner must inform the Service at least 30 days in advance of the scheduled trip, as visitors to San Miguel Island must be accompanied by an Area representative.
- (e) The Concessioner must use a vessel that offers an indoor cabin area with adequate seating and restrooms sufficient to accommodate all the passengers for trips to San Miguel Island, because the trips are of several hours duration during which time passengers are likely to be subject to inclement sea and weather conditions, and because such trips are often scheduled to travel at night.

C) Rate Determination and Approval Process

- (1) *Rate Determination.* The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. The reasonableness of rates is determined based upon current Service concession management guidelines, including the [Rate Administration Guide](#). Rate approval methods are subject to change.
 - (a) Boat Transportation Rates. Rates for boat transportation will be determined using a combination of the Comparability and Indexing methods. Boat transportation rates for trips to Santa Cruz and Anacapa Islands will be set using the Comparability method. Boat transportation rates for trips to Santa Rosa, Santa Barbara, and San Miguel Islands will be set by adding a designated percentage to the rate for Santa Cruz and Anacapa. The following table summarizes the different boat route rate methods and percentage markups.

Island	Rate
Santa Cruz and Anacapa	Comparability Rate
Santa Rosa and Santa Barbara	Comparability Rate + 38% Markup
San Miguel	Comparability Rate + 77% Markup

The Service may review selected comparables with similar characteristics operating within the United States' western region and other areas for rate comparability. The Service may not complete or approve comparability analyses for boat transportation rates until rates are available for the current season from applicable comparables. However, tentative approval for proposed rates will be permitted with final approval pending completion of comparability. Rates may not be published in any form until final approval is received. The Concessioner can submit a request for approval of anticipated (i.e., advanced) rates that can be used until the comparables' rates are in place for the season in accordance with Service advance rate or rate change policies and standards. The Service may revoke this policy in writing at any time. The Concessioner must implement and conform to all maximum rates for boat transportation service specified by the Service beginning at the effective date of the Contract.

- (b) Boxed Lunches. Rates for boxed lunches will be determined using the Competitive Market Declaration rate approval method.
 - (c) Retail - Convenience Items. Rates for convenience items will be determined using the Manufacturer's Suggested Retail Price (MSRP) or, if this is not available, the Markup Method. The Concessioner must submit for Service approval prior to implementation a list, including descriptions, of all retail items to be sold onboard the vessels to the Service **no later than 30 days following the effective date of the Contract.**
 - (d) All Other Rates. Rates for other services, including kayak transport and excess cargo, will be determined by comparability and must be submitted to the Service for approval prior to implementation.
- (2) *Rate Approval Process*

- (a) Annual Rate Changes. All rates charged by the Concessioner under the Comparability method must be submitted to the Service for approval at **least 90 days in advance of their intended effective date**.

The Concessioner must submit annual requests for rate changes for rates determined under the Comparability method no later than the following dates:

Boat Transportation:	November 1
All Other Products/Services:	November 1

The Service will approve, disapprove, or adjust rates using selected comparables and other appropriate sources based on the rate determination methodology and will inform the Concessioner of the reason for any disapproval or adjustment within 60 days of the rate request submittal. If, under extenuating circumstances, the Concessioner requests a quicker response, the Service may attempt to accommodate this request; however, this is not normal procedure. The Concessioner must clearly explain these circumstances in writing. If a longer response time is needed, the Service will inform the Concessioner of the expected response date. All rate increase requests must be in writing and provide information to substantiate the requested rates in sufficient detail for the Service to be able to replicate results using the methodology as specified in Rate Administration Guide. If no rate increase is requested, the Concessioner must notify the Service of this in writing.

- (b) Rate Request Information. All rate requests must include pertinent information about the rate and product or service proposed. This includes but is not limited to: brand names, sizes/portions, length of service, amenities provided, etc. Rate requests require support by established criteria and comparability data. The current Service Rate Administration Guide outlines the information the Concessioner must include in the request.
- (c) Approved Rate Posting. The Concessioner must make available to visitors all approved rates for goods and services. The Concessioner must prominently post all rates for goods and services provided to the visiting public.
- (d) Rate Compliance. Rate compliance will be checked during periodic operational evaluations throughout the year. Approved rates must remain in effect until superseded by written changes approved by the Service.
- (3) *Discounted and Complimentary Rates*.
- (a) Other Discounts. The Concessioner is permitted to offer rate discounts.
- (b) Complimentary Rates. The Concessioner must provide complimentary fares for Area interpretive staff, including Naturalist volunteers, who must travel to the island(s) to provide on-island orientation and lead guided hikes. These passengers must not displace paying passengers visiting the Area.
- (4) *Tipping*. A secure tip "box" may be present in the vessels' food and beverage sales area; however, galley staff must not directly solicit tips; they are optional. Additionally, upon re-entry to the home port, vessel captains may include in their announcement to passengers recognition of the work and assistance the vessel's crew provides to passengers and the ability for passengers to provide an optional tip as they exit the vessel. The tip "box" must be monitored, secured, and free from theft. The Concessioner's employees are prohibited from soliciting or accepting tips at any other time. The Concessioner must not mention tipping on signs (other than on the approved "boxes"), in videos, in brochures, or on web pages.

D) Purchasing

- (1) *Competitive Purchasing*. Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts*. To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.

- (3) *Environmental*. The Concessioner must purchase and use environmentally preferable products whenever available and feasible.

E) Evaluations

- (1) *General*. The Concessioner must provide the visitor services required and authorized by this Contract in conformance with service standards established by the National Park Service Commercial Services Program (specifically the Water Ferry Transportation Standards [\(10-FER\)](#)), National Park Service Commercial Services Guide ([Commercial Services Guide \(nps.gov\)](#)), and boat transportation and hospitality industry practices. The Concessioner must inspect and monitor embarkation facilities, vessels, and services to ensure its compliance with this Contract.
- (2) *Service Concessioner Review Program*. The Service may periodically evaluate the Concessioner's provision of the visitor services required and authorized under this Contract to assess and rate the Concessioner's performance in accordance with the NPS Concessioner Review Program. The Service may conduct both announced and unannounced periodic operational evaluations of Concessioner services. The results of periodic evaluations are used to prepare an Annual Overall Rating and Report. These evaluations must be conducted by Service personnel, but the Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule, and correct deficiencies and implement improvement programs resulting from these evaluations. The Concessioner must correct deficiencies and prepare abatement plans within dates set by the Service. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner's rating. The Service has the right at any reasonable time to enter and visit the embarkation site(s) and board the Concessioner's vessels for the purpose of performing inspections.
- (3) *Annual Overall Rating*. The Service will determine and provide the Concessioner with an Annual Overall Rating by **March 1** for the preceding calendar year. The Annual Overall Rating will incorporate the following reports and include one score and rating for the entire operating year: Administrative Compliance Report, Operational Performance Report, Risk Management Program Report, Environmental Management Program Report, Public Health Program Report, and Asset Management Program Evaluation Report.
- (a) Administrative Compliance Report. The Administrative Compliance report and rating will consider such items as, but not limited to, the timely and accurate submission of annual financial reports; proof of general liability, vessel, automobile, and workers compensation insurance; and timely payment of franchise fees.
- (b) Operational Performance Report. The Operational Performance report and rating will consider the individual periodic operational evaluations and weight them as appropriate.
- (c) Risk Management Program Report. The Service annually will conduct an evaluation of the Concessioner's Risk Management Program (RMP). This evaluation considers compliance with the Service's risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. Risk management will also be a component of periodic operational evaluations. The Concessioner must perform periodic interior and exterior safety inspections of all vessels and embarkation facilities in accordance with its documented RMP.
- (d) Environmental Management Program Report. The Service annually will conduct an evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation considers compliance with the Service's environmental management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP. A review of the Concessioner's performance in addressing environmental audit findings will be included in the evaluation. Environmental management practices will also be a component of periodic operational evaluations.

- (e) Public Health Program Report and Inspections. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations. A written record of this evaluation and rating will be provided to the Concessioner.
- (4) United States Coast Guard (USCG) Inspections. The USCG will be responsible for certifying all vessels used by the Concessioner in its operations as passenger-carrying vessels. Federal regulations require vessels of the type operated by the Concessioner to have a valid Certificate of Inspection issued for a one (1) year period by the USCG. The Concessioner must ensure that vessels are inspected in accordance with all USCG inspection programs and requirements. The USCG is the jurisdiction with authority for all fire, safety, and operational codes relating to the vessels. **The Concessioner must provide to the Service USCG Certificates of Inspection and Stability Letters for all vessels it plans to use by the effective date of the Contract.** The Concessioner must provide a copy of the results of all USCG inspections to the Service **within 48 hours of completion** and a copy of the inspection certificate(s) when received. The Service may request copies of USCG inspection reports and certificates at any time from the Concessioner.
- (5) Other Audits or Inspections. As may be deemed necessary by the Service, additional evaluations, audits, or inspections may be conducted by the Service or the Service's third-party evaluator, including but not limited to, the following:
 - (a) Environmental Audits. The Service may conduct environmental audits to evaluate the Concessioner's operations with respect to environmental compliance and environmental best management practices in accordance with the Service's Environmental Audit Program (EAP) guidance in Chapter 7 of the Commercial Services Guide ([Commercial Services Guide \(nps.gov\)](#)). Performance in closing audit findings is considered in the annual EMP evaluation.
 - (b) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of the embarkation site(s) and operations, which may consider issues such as Biosecurity, vector control and exclusion practices, pesticide application practices, and other aspects related to pest management.
 - (c) Interpretive Program Review. The Service may evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes, in addition to service-specific reviews that occur during periodic evaluations.

F) General Policies

(1) Smoking Policy.

The embarkation facilities and the Concessioner's vessels are designated as non-smoking. A copy of Director's Order 50D regarding the Service's policy on smoking can be found at https://www.nps.gov/subjects/policy/upload/DO_50D_6-29-2009.pdf

(2) Reservation Website and Ticketing

- (a) Information Telephone System. The Concessioner must have a recorded telephone message updated daily with information specific to the day's activities. The Concessioner must respond to telephone messages **within 24 hours of each inquiry**.
- (b) Reservation System. The Concessioner must utilize an online reservation system for all ticket sales that allows visitors to book boat transportation to each island and provides information regarding the conditions on each Island. The online reservation system must have the capability to provide visitors with the option to make reservations and ticket purchases. The system must be able to create tickets that can be displayed on mobile devices. The online system must provide a phone number for telephone sales seven (7) days a week during normal business hours, at a minimum 9 A.M. to 5 P.M. Pacific time. Recorded information must be provided for guests waiting in a "hold" status for telephone sales, including a statement identifying that the Concessioner is operating pursuant to a concession contract with the Service. Telephone hold times shall routinely last no longer than five minutes. The Concessioner must provide an interactive telephone Voice Response System 24 hours a day

that allows users to hear schedules, fares, transit options, directions, parking and other essential information. The Concessioner also must staff a reservation desk for walk-up ticket sales and will call onsite at the Ventura Harbor Embarkation Site. The Concessioner must adequately staff the reservation desk for walk-up sales seven (7) days a week (except for Thanksgiving and Christmas, when the Park is closed) during normal business hours (9 A.M. to 5 P.M.), at a minimum one hour before through one half hour after scheduled trips.

- Booking Window. The Concessioner's reservation system must allow bookings online, by phone, and in-person 12 months in advance.
 - Boxed Lunches. The Concessioner's reservation system must clearly explain to visitors the lack of food and beverage service on the islands and provide the opportunity to purchase a boxed lunch for pickup onsite. The online reservation system must include a checkbox that visitors must select stating that they understand there is no food or drinks available on the islands.
 - Kayaking Information. The Concessioner's website must provide for information relating to the kayak tour concessioner's operations, including links to the kayak concessioner's website and process for booking advance reservations, and provide information and links to area kayak rental operators that provide their services under commercial use authorizations (CUAs) approved by the Service. The website must clearly specify requirements, restrictions, and limits for the transport of personal camping equipment and kayaks.
 - Kayaking Safety Requirement. The Concessioner must require visitors planning on transporting kayaks onboard the vessel to view a safety video or other kayak safety information as part of the online reservation process.
 - Biosecurity. The Concessioner must require visitors to read biosecurity information prior to the purchase of their tickets on how they can prepare for the trip, whether a day visitor or camper.
- (c) Camping Information and Confirmation of Camping Permits. The Concessioner's website must include information about camping within the Park and how visitors can acquire the necessary camping permit and reservations in advance of their visit. The Concessioner must confirm when taking a reservation that all campers have the appropriate camping permit prior to departure from the mainland to island destination(s).
- (d) Visitor Accommodation. When reservation groups arrive at the embarkation site, accommodation of the reserved group should not interfere with accommodation of regular, non-group or walk-up visitors.
- (e) Third-Party Ticket Sales. The Concessioner may propose third-party joint ticketing opportunities with other commercial enterprises and attractions in the area, such as ticket sales offered by local lodging operators to guests (e.g., package/group discounts for hoteliers), cruise lines, and others. The Concessioner must redeem all vouchers used to purchase tickets through these joint ticketing partner facilities for a ticket or boarding pass prior to allowing passengers to board the vessel. The Concessioner must keep detailed records of third-party ticket sales and include such ticket sales revenues and commissions from these third-party sales in the calculation of gross receipts for franchise fee calculation purposes. Agreements for third-party ticketing arrangements between the Concessioner and other parties are subject to the Service's prior written approval before being finalized. Rates for boat transportation tickets sold by third-party ticket agents must be at or below the Service-approved rate, inclusive of any service commission or fee charged by the third party.
- (f) Cancellations and Refunds. In the event that the Concessioner fails to complete a scheduled trip, visitors must be able to receive refunds to their original form of payment. **Within 90 days following the effective date of the Contract,** the Concessioner must develop and provide to the Service for review a Cancellation and Refund Policy addressing deadline times for customer cancellation prior to day and time of departure, fair and reasonable treatment of reservations on marginal weather days, or undersold trips, and any other considerations the Concessioner chooses to communicate to visitors in regard to cancellations and refunds.

The Concessioner's Cancellation and Refund Policy must be submitted and approved as part of the Concessioner's annual rate request, and any other changes to the policy must be approved by the Service 30 days prior to implementation.

- (3) *Resource Protection and Interactions with Wildlife*
 - (a) The feeding of wildlife within the Area is prohibited. The Concessioner must not encourage the feeding of wildlife onboard the vessels by displaying food, such as popcorn or bread, in such a manner that may imply approval of the feeding of wildlife.
 - (b) The Concessioner must take adequate precaution to protect Area resources and to avoid impacts to birds and marine mammals protected under the Endangered Species Act, 16 U.S.C. §1531-1544, Marine Mammal Protection Act (MMPA), 16 U.S.C. §1361-1407, and the Channel Islands National Marine Sanctuary Regulations 15 C.F.R. Part 922, Subpart G. The Concessioner and their employees must notify the Park immediately regarding any issues with wildlife.
- (4) *Lost and Found*. The Concessioner must establish an effective process for handling lost and found items that is consistent with Service policy. This policy must be in writing and approved by the Superintendent. The Concessioner must submit this policy to the Service for review within 90 days of the effective date of the Contract. Procedures for the handling of lost and found property will conform to Director's Order 44, Personal Property Management, and Personal Property Management Handbook No. 44, which can be found at <https://npspolicy.nps.gov/DOrders.cfm>.
- (5) *Customer Satisfaction and Monitoring*.
 - (a) The Concessioner must establish a Service-approved customer satisfaction monitoring system. The Concessioner must submit its plan for this system to the Service within 30 days of the effective date of the Contract. The system may consist of electronic or hard-copy (i.e., comment card) surveys depending upon the location and services being monitored. The system must monitor customer satisfaction with service and quality standards, onboard vessel experience, product mix, pricing and overall Area experience. These surveys must include, at a minimum, NPS standard customer satisfaction questions located on the Commercial Services website on the page titled Standards and Evaluations at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>. The Concessioner must have an adequate supply of comment cards within its facilities and vessels, or must make information on accessing the electronic survey available at appropriate locations.
 - (b) The Concessioner must investigate and make an initial response to any complaint within 48 hours.
 - (c) Upon receipt, the Concessioner must provide copies to the Service of visitor comments that allege misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or the safety of Area resources.
 - (d) The Concessioner must provide the Service with a monthly electronic report of survey responses including comments and complaints, including electronic and hard copy results, in a format to be defined by the Service and must include both the statistical data highlighting customer service trends, data analysis, and an action plan to correct any service-related issues identified in the data. Data includes information gathered by the Concessioner or any third parties on behalf of the Concessioner. The monthly customer satisfaction data is due to the Service within 15 days after the end of each month. The Concessioner must provide individual comments upon request.
 - (e) The Service will forward to the Concessioner any comments or complaints received regarding their facilities, vessels, or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
- (6) *Firearms*

- (a) The Concessioner must determine how it will interpret and implement federal and state firearm possession laws regarding its visitors. The Concessioner should consult the applicable state attorney general's office about relevant state firearms laws.
- (b) The Concessioner must provide the Service its written Firearm Policy articulating how it must implement federal and state firearm possession laws with respect to its operation for review and approval **within 60 days of the Contract's effective date**. The policy also should include a plan for management of public firearm possession with respect to concession activities.
- (c) Concessioner employees must not carry firearms while on duty. The Service may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's General Manager with a thorough explanation of the basis of the request.

G) Human Resource Management

(1) Employee Hiring Procedures

- (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. The Concessioner must attempt to offer its employees a full workweek whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
- (b) Drug-free Awareness and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must require any employee who is in a safety-sensitive position such as a vessel captain to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of drug testing available to the Service upon request.
- (c) Background Checks. The Concessioner must ensure that appropriate background checks are performed on all employee hires as appropriate for the position. These may include: wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available to the Service, upon request, the type and status of background investigations conducted on employees. Prospective employees must be made aware in advance of hire that this information must be made available to the Service.
- (d) Captain Requirements. Vessel captains must have the appropriate, valid captain's license for coastal waters and passenger capacity.
- (e) Driver Requirements. Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid state operator's license for the size and class of vehicle driven.
- (f) Service Employees. The Concessioner must not employ in any status a Service employee, their spouse, or a minor child without the Service's written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Site Manager, Concessions Specialist, or Safety Officer.

(2) Training. The Concessioner must provide appropriate training as follows:

- (a) Manuals. The Concessioner must develop written training materials for its employees.
- (b) Safety. The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan.
- (c) Job Training. The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public. Training must include the following in addition to job-specific skills:
 - The Concessioner must provide Area-specific training to all employees.

- The Concessioner must orient its managers to Service evaluation and rate policies, as outlined in the Commercial Services Guide.
 - Customer Service. The Concessioner must provide customer service and hospitality training for employees who have direct visitor contact.
 - The Concessioner must provide life-safety training as required by the USCG for all employees prior to duty assignments and working with the public. The Concessioner must have at least three crewmembers onboard all vessels that are trained in first aid and CPR.
 - The Concessioner must train employees in the proper operation of any system used by the Concessioner to facilitate accessibility for persons with disabilities between the gangway systems and the vessels. Training should emphasize sensitivity to and communication with passengers with disabilities to ensure staff can effectively assist and communicate with guests, especially during emergencies.
 - The Concessioner must provide interpretive training for all employees who interact with visitors. The Concessioner must develop and provide its employees its own interpretive training materials as well as materials provided by the Service. Interpretive training must incorporate information provided by the Service specifically for this purpose. The Concessioner must designate a lead interpretive specialist who must work closely with the Service and train other Concessioner employees. The Concessioner's lead interpretive specialist must attend Service training sessions annually when offered; the Service may make training available to additional Concessioner staff.
 - Naturalist Training. All Concessioner employees serving as a Naturalist are required to complete the Area's interpretive training, offered both in-person and online.
 - Sanitation Training. The Concessioner must provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with Applicable Laws, including without limitation the current edition of the U.S. Public Health Service Food Code.
 - Environmental Training. The Concessioner must provide environmental training to all employees according to its Environmental Management Program.
- (3) *Employee Handbook*. The Concessioner must develop and provide all employees with its employee handbook articulating the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service **within 60 days after the effective date of the Contract** and must forward an updated copy to the Service in the event the handbook is revised.

H) Service Contract Act of 1965, as Amended

- (1) The Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 as amended, codified at 41 U.S.C. §§ 6701 et. seq., and its implementing regulations located at 29 C.F.R. Part 4, including the labor standards clauses for contracts subject to this Act, which are set out in full in Attachment 5 to this Operating Plan. For the sole and limited purpose of conforming the terms contained in the labor standards clauses of Attachment 5 to the terms used in the Contract (including its Exhibits), the term "contractor" shall mean "Concessioner" and the term "contracting officer" shall mean the "Superintendent" of the Area when applying the provisions of Attachment 5 to the Contract.
- (2) For the purposes of complying with the provisions of 29 C.F.R. § 4.5 (regarding determined minimum wages and fringe benefits), the applicable wage determination in effect as of the date of execution of the Contract is attached hereto and incorporated herein as Attachment 6.

5) SPECIFIC OPERATING STANDARDS AND GUIDELINES

A) General

The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner and must operate in accordance with the applicable Service standards, *Water Ferry Transportation Standards (10-FER)*, [Water Ferry Transportation Standards \(nps.gov\)](https://www.nps.gov/water-ferry-transportation-standards) which specify the minimum operating standards that the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents additional Area-specific requirements and exceptions to these standards. Where there are conflicts between the standards and the requirements in the Contract (including Exhibits), the requirements in the Contract (including Exhibits) prevail.

B) Boat Transportation Service

- (1) *Primary Vessel Requirements.* In addition to the Minimum Vessel Requirements for Primary Vessels found in Section 2(f)(2) of the Contract and those specified in the Service's Water Ferry Transportation Standards (10-FER) (link found above), the following requirements apply to all of the Concessioner's Primary Vessels. For a definition of "Primary Vessels," please see Addendum 1 of the Contract (General Provisions), Section 1. Definitions.
 - (a) Vessel Seating. At a minimum, the three Primary Vessels must each provide seating for 100% of the total allowed passengers, with 50% of the total seating located within the interior cabin space.
 - (b) Quality of Interior and Exterior Spaces Onboard Vessels. The Concessioner must provide interior and exterior spaces onboard each vessel which are clean and well maintained, in accordance with the Service's Water Ferry Transportation Standards. The Service requires at least one fully enclosed passenger deck onboard each vessel. The Concessioner must use vessels with interior and exterior spaces that have been painted or refinished within the last five years from the Contract's effective date, with ongoing maintenance based on usage and requirements specified by the Service's Water Ferry Transportation Standards. In addition, the Concessioner must repaint or refinish interior and exterior spaces as needed and at least every five years. Seat cushions should be no more than five years old, and windows must be clean and transparent, allowing for easy viewing of the surrounding area. Windows and ceilings must have no leaks whatsoever.
 - (c) Minimum Cruising Speed. Each vessel must be capable of maintaining a cruising speed of 20 knots, fully loaded in waters with significant wave heights no less than 5 feet.
 - (d) Maximum Draft. All vessels must have a maximum draft of 6.0 feet.
 - (e) Landing/Docking. Vessels must be capable of accessing, docking, and safely loading and unloading passengers at all docks/piers used by the Concessioner during all normal tidal conditions. The Concessioner's vessels must be able to safely transport passengers from the vessels to designated visitor landing areas on the specific island in a "live boating" situation, using skiffs or other support vessels. The vessels must provide multiple ways of loading/unloading passengers in multiple docking scenarios, including both bow and side passenger loading and unloading.
 - (f) Navigating Routes. Vessels must be capable of navigating the passenger boat routes from the mainland and between islands.
 - (g) Vessel Discharges. The Concessioner is prohibited from discharging any sewage, graywater, or bilgewater from its vessels into the waters in or surrounding the Area. The Concessioner must utilize onboard holding tanks with sufficient capacities for storing sewage and graywater for pump-out at landside facilities.
 - (h) Onboard Storage Space. Each of the three primary vessels must provide 1,000 cubic feet and 2,000 pounds of dedicated storage space for camping gear and other items.
 - (i) Fuels and Lubricants. The Concessioner must use ultra-low sulfur diesel (USDL) in all vessel diesel engines throughout the term of the Contract. The Concessioner must use environmentally acceptable lubricants (EALs) for oil to sea interfaces and use environmentally preferable alternative refrigerants, including 407C type refrigerant, in all HVAC systems. (The Concessioner must not use R-22 freon.)

- (j) U.S. Coast Guard (USCG) Certifications. All Primary Vessels used to provide the Visitor Services under the Contract must have current, valid USCG Certificates of Inspection and Stability Letters.
- (k) Vessel Accessibility. The following summarize the vessel requirements for the Concessioner's accessible Primary Vessel(s):
- *Restrooms.* At least one onboard restroom must be accessible to persons with disabilities.
 - *Drinking Water.* At least one onboard drinking fountain must be accessible to persons with disabilities, or the Concessioner must provide drinking water directly to persons with disabilities using cups provided by staff onboard the vessels.
 - *Interpretive and Informational Features/Services.* The Concessioner must provide interpretive and informational signs with visual and tactile characters and Assistive Listening Systems (upon request).
 - *Emergency Plan and Safety Plan Announcements.* The Concessioner must make the emergency plan included in safety announcements accessible to persons with disabilities. The emergency plan and safety announcement must be available in multiple formats (e.g., open captioned, American Sign Language, compatible with assistive listening devices, Braille, large print, etc.).
 - *Food and Beverage Service.* The Concessioner must provide access to food and beverage services onboard to disabled persons. The Concessioner's staff must make menus and food and beverage delivery available to persons with disabilities.
 - The Concessioner must provide tie-downs for wheelchairs onboard.
- (l) Accessibility Plan. The Concessioner must develop and submit to the Service for review a Vessel Accessibility Plan for all Concessioner vessels **within 45 days following the Contract's effective date** specific to the needs of guests with disabilities, including mobility, sight, hearing and cognition related disabilities. Vessel Accessibility Plan elements must include descriptions of boarding procedures and waiting areas, safety equipment used to assist a person with a disability, staff training, and other protocols for passengers requiring assistance.
- (2) Temporary Vessel Standards. In addition to the Minimum Vessel Requirements for Temporary Vessels found in Section 2(f)(3) of the Contract and those specified in the Service's Water Ferry Transportation Standards (10-FER) (link found above), the following requirements apply to all of the Concessioner's Temporary Vessels. For a definition of "Temporary Vessels," please see Addendum 1 of the Contract (General Provisions), Section 1. Definitions.
- (a) Vessel Seating. At a minimum, the Temporary Vessels must each provide seating for 100% of the total allowed passengers, with 50% of the total seating located within the interior cabin space.
- (b) Quality of Interior and Exterior Spaces Onboard Vessels. The Concessioner must provide interior and exterior spaces onboard each vessel which are clean and well maintained, in accordance with the Service's Water Ferry Transportation Standards. The Service requires at least one fully enclosed passenger deck onboard each vessel. Windows and ceilings must have no leaks whatsoever.
- (c) Minimum Cruising Speed. Each vessel must be capable of maintaining a cruising speed of 20 knots, fully loaded in waters with significant wave heights no less than 5 feet.
- (d) Maximum Draft. All vessels must have a maximum draft of 6.0 feet.
- (e) Landing/Docking. Vessels must be capable of accessing, docking, and safely loading and unloading passengers at all docks/piers used by the Concessioner during all normal tidal conditions. The Concessioner's vessels must be able to safely transport passengers from the vessels to designated visitor landing areas on the specific island in a "live boating" situation, using skiffs or other support vessels. The vessels must provide multiple ways of loading/unloading passengers in multiple docking scenarios, including both bow and side passenger loading and unloading.

- (f) Navigating Routes. Vessels must be capable of navigating the passenger boat routes from the mainland and between islands.
 - (g) Vessel Discharges. The Concessioner is prohibited from discharging any sewage, graywater, or bilgewater from its vessels into the waters in or surrounding the Area. The Concessioner must utilize onboard holding tanks with sufficient capacities for storing sewage and graywater for pump-out at landside facilities.
 - (h) Onboard Storage Space. Each of the vessels must provide 500 cubic feet and 1,000 pounds of dedicated storage space for camping gear and other items. At least one of the Temporary Vessels must be able to transport a minimum of 10 kayaks to the islands.
 - (i) Fuels and Lubricants. The Concessioner must use ultra-low sulfur diesel in all vessel diesel engines.
 - (j) U.S. Coast Guard (USCG) Certifications. All Temporary Vessels used to provide the Visitor Services under the Contract must have current, valid USCG Certificates of Inspection and Stability Letters.
- (3) *Exemptions to Water Ferry Standards*. Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number(s)	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-32	Facility Standards	Exemption	Cat III contract- no facilities assigned

- (4) *General*
- (a) Service. The Concessioner must provide year-round, round-trip scheduled boat transportation service from Ventura Harbor to the Area. Visitors must disembark and embark at the dock areas specified in Attachment 1 of this Operating Plan for each of the five islands the Concessioner must provide boat transportation service to. The Concessioner must provide all departures from and returns to the Ventura Harbor.
 - (b) All vessels and equipment used by the Concessioner must be properly licensed and maintained in a safe operating condition.
 - (c) All skiffs, rafts, or any equipment utilized to land passengers on the island must be suited for sea conditions and are subject to inspection and approval by the Service.
 - (d) All methods and procedures used by the Concessioner for on- and off-loading passengers at the islands are subject to prior approval by the Service.
 - (e) The Concessioner must comply with procedures established by the Service for day use visitors and campground management, such as checking that campers have obtained the appropriate permits.
 - (f) The Concessioner must work cooperatively with kayak guide outfitters with Service-issued commercial use authorizations (CUAs) to operate within the Park in order to transport kayakers and clients to island locations.
 - (g) The Concessioner must ensure that all activities follow applicable Service policy, specifically regarding closed areas, marine mammal and endangered species protection, and requirements of other agency permits to engage in certain activities.
 - (h) The Concessioner is solely responsible (at its sole cost and expense) for securing and operating any mainland shore-side facilities that may be necessary to support the required Visitor Services under the Contract. No land areas or real property improvements within the Area are being assigned to the Concessioner for its use in providing services under the Contract.
 - (i) Vessel Captain. Each vessel captain employed by the Concessioner must be responsible and always in full control of each vessel when the vessel is in operation. **Within 15 days of the effective date of the Contract and within 48 hours of each new hire or license renewal**, the Concessioner must forward to the Service a copy of each vessel captain's operating license and supporting data, as required by the USCG for passenger vessels of the

class, type, and size used by the Concessioner. All vessel captains and crewmembers must maintain current USCG certifications and licenses to lawfully operate the vessels used to provide the required services specified in the Contract. All licenses and certifications must be available for inspection by the Service upon request.

- (j) No Smoking. The Concessioner is required to enforce a no-smoking policy onboard all boat transportation services. The Concessioner must post no-smoking signage conspicuously throughout the vessel. In addition, the recorded public safety announcements made on the vessels must reinforce this no-smoking policy.
- (k) Ticketing Categories. The Concessioner must provide the following ticketing categories for both day visitors and overnight campers: Adults, Senior, and Children.
- (l) Listing of Vessels and Updates. The Concessioner must provide the Superintendent with a current list of vessels used in the operation annually and no later than **February 1** of the year it is in effect. The listing must include at a minimum: passenger capacity, engine specifications, age, name, USCG registration number, and names of captains licensed to operate that particular vessel. Any time a vessel used in the operation is modified, retrofitted, upgraded, refurbished, acquired, or disposed of, the Concessioner must update the vessel listing and provide it to the Superintendent. The Concessioner must submit all such proposed changes for the Superintendent's approval in advance.
- (m) Engine Idling While Docked. The Concessioner must not idle the propulsion engines for more than ten (10) minutes prior to departure from any site, unless loading or unloading passengers.

C) Interpretation

- (1) Interpretive Plan. The Concessioner must submit a written plan for its interpretive program to the Service **within 90 days of the effective date of the Contract** that outlines for both non-personal (brochures, website, maps, bulletins, video and audio presentations, placemats, hang-tags, etc.) and personal services, a description of topics to be covered, bibliography of resource materials, and the scope of employee training. The interpretive plan must be developed with the assistance and approval of the Park's Division of Interpretation and may utilize the Channel Islands National Park's Naturalist Corps training manual. Topics covered must include the natural and cultural resources of the Area, including the marine and terrestrial environment. The plan must be maintained for the duration of the Contract and must be reviewed and updated at least every two years. The plan must include, but is not limited to: displays, website content, onboard narrative script, onboard video script, and Concessioner staff training.
- (2) Onboard Interpretive Programming. The Concessioner must submit for Service approval a script for the onboard narrative **within 90 days of the effective date of the Contract**. Interpretive programming must be based on Service guidance and interpretive planning efforts and objectives. The Concessioner has the primary responsibility for the onboard interpretive program. The Service will work with Concessioner to develop and coordinate interpretive programs, including any staffing plans for Service-provided staff or volunteers. The Concessioner must equip its Primary Vessels and any Temporary Vessels with a public address system and video monitors subject to the approval of the Service. The video monitors must be used for orienting visitors to Channel Islands National Park. All video programming must be closed captioned for the hearing impaired.
 - (a) Area Interpreters. The Service may, at its discretion, provide interpretive staff or volunteers to provide onboard orientation and informal interpretation while the vessel is traveling to and from the islands. Area interpretive staff or Naturalists providing this function do not count against maximum island visitor capacity limits or the minimum trip requirements specified in Section 4)B)(1)(a) of this Operating Plan.
 - (b) Service Publications. The Concessioner must provide Area bulletins or other publications to passengers at the request and expense of the Service.
 - (c) Before each trip departure from the mainland embarkation site (Ventura Harbor) where passengers are boarded (or enroute in the case of an early morning departure), a safety

briefing must be given in compliance with U.S. Coast Guard regulations, and an introduction and orientation talk must be given.

- (d) Before disembarking on each island, a safety talk must be given, detailing at least unloading procedures, personal flotation device (PFD) use, options for early returns to the vessels, and time of re-embarkation. If NPS staff or volunteers are not present to provide an on-island orientation for landing passengers, the Concessioner will provide the NPS-approved orientation.
- (e) The Concessioner must provide interpretation concerning the marine environment and the Area enroute to and from the islands.
- (f) The Concessioner must submit for approval by the Park Chief of Interpretation topical outlines for all interpretive presentations to be used or state the Concessioner's intent to use the presentations in the Naturalist Corps training manual, **annually by March 1**. If no change in interpretive program occurs from a previous approved year, then re-submittal of outlines is not required.
- (g) Interpretive Hikes. The Concessioner must provide staff to present interpretive hikes on the islands when NPS staff and volunteers are not available. These hikes generally range from one to three hours in duration. Concessioner staff members leading hikes are not counted towards island carrying capacities.
- (h) The Service reserves the right to supplement the Concessioner's interpretive programs by providing an Area interpreter to assist the Concessioner's interpretive program.
- (i) The Concessioner must not charge a fee for any onboard interpretive programming or guided hikes.

D) Food and Beverage Service

- (1) *Overview*. The Concessioner must offer pre-made boxed lunches for sale, which visitors can purchase online or over the phone in advance of their arrival to the vessel embarkation facility at Ventura Harbor.
- (2) *General*:
 - (a) Signage. All food and beverage signage must conform to Service graphic standards and displays must have an appropriate graphic design approved by the Superintendent. No handwritten signs may be used.
 - (b) Alcohol Sales. The Concessioner may sell alcoholic beverages (beer and wine only) during (and only during) the return trip from the islands to the mainland. In order to sell any alcoholic beverages, the Concessioner must obtain and possess the proper State of California permit required for the sale of alcoholic beverages. The Concessioner must provide the Service a copy of the state permit prior to initiating alcohol sales.
- (3) *Pre-made Boxed Lunches*. The Concessioner must offer boxed lunches for sale to visitors purchasing boat transportation tickets in advance. **Within 60 days following the effective date of the Contract**, the Concessioner must provide to the Service its plan detailing how this service will be provided to the public. The Concessioner may partner with a third-party food and beverage operator in the area who prepares and delivers the boxed lunches to the Concessioner. The boxed lunch options should focus on providing healthy and sustainable lunch options and include both vegetarian and meat lunch options. The Concessioner's plan for providing this service should detail how it will minimize waste generation and effectively manage waste that is generated in order to minimize impacts to Area resources. The Concessioner must not use expanded polystyrene (also known as Styrofoam) food containers. Visitors purchasing tickets online or over the phone should have the option to purchase a boxed lunch when purchasing their tickets, and the Concessioner's plan should detail how this will be accomplished.

E) Retail Service

- (1) *Convenience Items*. The Concessioner is required to sell the following convenience items onboard the vessels:
 - Sunscreen (reef friendly)

- Lip balm
 - Hats
 - Water
 - Pre-packaged food and beverage options (e.g. sandwiches, wraps, granola bars, soft drinks, etc.)
 - Antiemetics medication
- (2) *Other Retail Items.* The Concessioner is authorized to sell aboard the vessels merchandise, such as souvenirs that relate to the Area's purpose, significance, and interpretive stories, convenience, and other retail items. All onboard retail items must be approved in writing by the Superintendent in advance of the Concessioner offering the items for sale. The Service encourages the Concessioner to consult with the Service regarding appropriately themed retail items sold both onboard and in other locations which reflect the natural and cultural resources of the Area.
- (3) *Display.* Merchandise must be professionally displayed, and kept clean, neat, and uncluttered.
- (4) *Signage.* All merchandising signage must conform to NPS graphic standards and displays must have an appropriate graphic design approved by the Superintendent. No handwritten signs must be used.

F) Embarkation Site

- (1) The Concessioner must operate an embarkation site for the boat transportation service at Ventura Harbor through a lease or similar agreement with the Ventura Port District. The lease or similar agreement must include a visitor staging and ticketing location at Ventura Harbor. The Concessioner must operate all vessel departures for required services from and return to Ventura Harbor. The Concessioner must lease sufficient space at the embarkation site to conduct ticket sales, handle customer service communications, and provide sufficient office and storage space for the Concessioner's operations at the embarkation site. The Concessioner must secure an overnight berthing location for its three vessels at Ventura Harbor and must perform all non-emergency vessel maintenance outside the Park.
- (a) The Service may consider authorizing the Concessioner to embark from and return to other harbors (e.g., Channel Islands Harbor, Santa Barbara Harbor) in the event Ventura Harbor is closed due to storms; in the event of silt infiltration or shallow draft of the harbor entrance that precludes safe transit and can only be corrected by dredging; or in other instances approved by the Service.
- (b) The Service may consider authorizing the Concessioner to provide required services from additional embarkation locations.
- (2) *Boarding Procedures*
- (a) Gangways. At the embarkation site, the Concessioner must provide and handle all gangways and gates as needed to efficiently and safely load and unload passengers from the vessels.
- (b) Safety Precautions. The Concessioner must observe the following safety precautions:
- Prior to departing a dock, vessel captains must coordinate with vessel crew who must assist in managing passenger loading/unloading and docking procedures to ensure no visitors are put at risk or injured.
 - Each time a vessel moves away from a dock, all gangways and railing gates must be in the closed position. This includes emergency "pull-away," such as when large wakes approach the docks.
 - Vessel captains must utilize docking procedures that minimize bumping the dock.
- (c) Safety Instructions. Employees of the Concessioner must provide patrons with safety instructions prior to departure from the dock to include, at a minimum, the following information:
- Location of life jackets and proper fit and use
 - Location of first aid kits and fire extinguishers
 - Man overboard procedures
 - Boat grounding procedures

- Seasickness procedures

G) Safety

(1) General

- All passengers being transferred between the vessels and the islands by skiff must wear U.S. Coast Guard approved personal flotation devices of sufficiently appropriate size to afford effective protection. Personal Flotation Devices (PFD's) (uscg.mil)
- All Concessioner vessel landing procedures at Service piers, docks, and beaches must be approved by the Service.

(2) Passenger Safety Instruction. The Concessioner must provide customers with safety instruction prior to each embarkation. At a minimum, visitors must be shown the location of personal flotation devices and proper donning procedures, location of first aid kits, and "man overboard" procedures.

(3) Personal Flotation Devices

The Concessioner must develop and implement procedures regarding personal flotation devices, which will be reviewed by the Service. The procedures must include at a minimum:

- All personal flotation devices must be clearly marked and accessible.
- Adult and child personal flotation devices must be segregated and clearly marked.
- The Concessioner must provide an appropriately sized personal flotation device for every child on board the vessel.
- The Concessioner must perform pre-departure check off procedures to make certain that no vessels leave the dock without the required personal flotation devices.

H) Solid Waste Management

- Garbage Disposal.* The Concessioner must use best efforts to ensure that garbage resulting from their customers is removed from the islands and properly disposed of at no cost to the Service.
- Liquids Disposal.* The Concessioner must not dispose of liquids in solid waste containers.
- Recycling Program.* The Concessioner must develop and implement a recycling program which supports the Service's recycling program. Products that must be recycled as part of the Concessioner's recycling program include, but are not limited to, plastics, aluminum, glass, used oil, antifreeze, and batteries.
- Broken or Unused Electronic Equipment.* Broken or unused electronic equipment, such as computers, computer monitors, and televisions, must be managed and disposed of in accordance with Applicable Laws. This equipment must be reused or recycled where economically and technically feasible and appropriate.

6) ENVIRONMENTAL MANAGEMENT PROGRAM, AUDITS, AND INSPECTIONS

A) Environmental Management Program

The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with the Contract and the Service Environmental Management Program Standards for Concessioners, found on the NPS Commercial Services website (<https://www.nps.gov/subjects/concessions/environmental-management.htm>). The Concessioner must submit its EMP to the Service **within 60 days following the effective date of the Contract** and update its EMP annually for review by the Service by **February 1**. Further environmental specifications and requirements are found throughout this Operating Plan.

B) Environmental Audit

The Service may conduct environmental audits to evaluate the Concessioner's operations with respect to environmental compliance and environmental best management practices in accordance with the Service's current Commercial Services Program Environmental Audit Program policy guidance. The Concessioner's performance in closing audit findings is considered in the Service's annual EMP evaluation of the Concessioner's operations.

C) Concessioner Environmental Inspections

The Concessioner must inspect facilities, equipment, and operations under this Contract in accordance with Applicable Laws to address environmental compliance and in accordance with procedures described in its EMP.

D) Biosecurity and Avoiding Introduction of Non-native Species

The Concessioner must develop and submit a Biosecurity Plan to the Service for **approval within 180 days of the effective date of the Contract**. This plan is required to ensure the biosecurity of the islands' ecosystems. The Biosecurity Plan must identify the Concessioner's education materials and messages, infrastructure, and operating procedures to minimize the likelihood of transmission of any living materials to or between the islands. Biosecurity Plan guidelines are included as Attachment 4 to this Operating Plan. The Concessioner must provide detail in its Biosecurity Plan on the following topics:

- Rodents on vessels
- Pathogens in firewood
- Weed seeds on clothing, boots, packs
- New Zealand mud snails
- Potted or cut plants and flowers
- Unclean equipment
- Marine invasive algae (such as *Undaria*) on vessel bottoms

The Concessioner must work with the NPS to make boot brushes available to all visitors and employees at point of embarkation. The Concessioner must institute a hull inspection and washing schedule to prevent the introduction of *Undaria* to the Area.

7) RISK MANAGEMENT PROGRAM**A) Risk Management Plan**

The Concessioner must develop, maintain, and implement a Risk Management Plan (RMP) that is in accordance with the Occupational Safety and Health Act, Director's Order #50B, Occupational Safety and Health Program (found at <https://npspolicy.nps.gov/DOrders.cfm>), and the Service's Risk Management Program Standards for Concessioners, found on the NPS Commercial Services website (<https://www.nps.gov/subjects/concessions/risk-management.htm>). The Concessioner must submit an initial RMP to the Service **within 60 days of the effective date of the Contract** and resubmit the RMP for review by the Service annually by **February 1**. The Concessioner must update its Risk Management Plan to ensure compliance with Applicable Laws and to respond to feedback provided by the Service.

The Concessioner's RMP must address, at a minimum, the following elements:

- Policy
- Program Scope
- Program Goals and Targets
- Accountability and Responsibility
- Resources
- Operational Procedures
- Emergency Procedures
- Communications
- Program Reporting
- Accident Reporting and Investigation
- Inspections and Corrective Actions
- Monitoring, Measurement and Improvement
- Any Contract-specific risk management requirements

B) Emergency Response

The Concessioner must provide plans, procedures, equipment, and training to its employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in

accordance with 29 C.F.R. 1910.120(q)(6)(iii). These include development of an Emergency Action Plan, Emergency Response Plan, and may include a Spill Prevention Control and Countermeasure Plan. The Concessioner must include these stand-alone plans as key parts of the Concessioner's RMP and EMP. The Concessioner must provide and maintain emergency response equipment as appropriate. The Concessioner must provide these plans to the Service, if requested.

The Concessioner must provide visitors disembarking to an island with an update of the daily weather forecast and any associated hazardous conditions, such as national weather service warnings or watches. If Park staff or Naturalists are not present to perform island orientations, Concessioner staff must reinforce the hazards associated with the predicted weather, as well as explain how to report emergencies while on the island.

8) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement & Security

- (1) *Service.* The Service has primary jurisdiction over all violations of federal, state, or local laws and regulations within the Area.
- (2) *Concessioner Personnel.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action.
 - (a) The Concessioner must secure buildings, equipment, and facilities under its control.
 - (b) The Concessioner must immediately report to the Service any observed violations of the law.
 - (c) The Concessioner must immediately report fatalities, injuries, illnesses, fires, boat accidents, property damage, illegal drug and controlled substance abuse, and any other known or alleged criminal activity to the Service and the USCG, as required by Applicable Laws.
 - (d) The Concessioner must immediately inform the Service of any correspondence with USCG related to emergency or other reports.
 - (e) The Concessioner must prepare and submit its Vessel Security Plan to the Service within **60 days of the effective date of the Contract.**
- (3) *Weather Preparedness Plan.* The Concessioner must prepare a Weather Preparedness Plan and provide a copy to the Service for review within **90 days of the effective date of the Contract.** This plan must address the Concessioner's preparedness levels for different categories of high winds, rain, fog, thunderstorms, and designate specific actions to be taken and the individuals responsible for those actions. The Concessioner must assist the Area in the event of an on-land or on-water weather-related emergency. The initial plan will stand as the Weather Preparedness Plan for the balance of the Contract term, with any changes to the Plan submitted for review by the Service each year **by August 1.**

B) Fire Protection

The Concessioner is responsible for ensuring that all vessels have fire suppression systems in accordance with Applicable Law. The Concessioner must immediately report all fires that are within the Area.

C) Emergencies

- (1) In case of an emergency onboard a vessel, the Concessioner must:
 - (a) Contact the USCG and the Service.
 - (b) Keep passengers informed of the situation and what actions are being taken.
- (2) The Concessioner must immediately use "911" reporting procedures in the event of any emergency or serious injury sustained at the embarkation facility, during loading and unloading passengers, or onboard the vessels. After using the "911" reporting procedures, the Concessioner must contact the Service to report the incident to the Park Chief Ranger to make the Service aware of the incident.
- (3) The Concessioner must provide one automated external defibrillator ("AED") onboard each vessel. At least three crewmembers onboard a vessel at any time must be certified in the use of an AED device. At least one certified crew member must remain within a 1-1/2 minute response

to the AED station and be able to reach a victim on the vessel and commence defibrillation within 3 minutes.

- (4) The Concessioner must provide adequate training and certification to appropriate staff to respond to basic emergency medical needs including first aid, CPR, and use of an AED. In addition, at least three crewmembers on each passenger vessel trip must be CPR and first-aid certified and maintain a current certification. All Concessioner employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information, e.g., a call back number at their location.
- (5) The Concessioner must provide a public address system on each vessel capable of operating for two hours on battery power.

9) UTILITY RESPONSIBILITIES

A) Conservation

The Concessioner must encourage conservation of energy, water, and other resources through its policies and programs. The Concessioner must participate in energy audits and incentives if offered by its power provider.

B) Contracting with Suppliers

The Concessioner must contract with independent suppliers to provide utility services including water, electricity, phone, internet, propane, and all solid waste and recyclables removal from visitor-serving facilities. The Concessioner must provide prompt payment for these services.

10) PUBLIC RELATIONS

A) Required Notices

The following notices must be prominently posted at all Concessioner cash registers and payment areas:

This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.

Please address comments to:

Superintendent
Channel Islands National Park
1901 Spinnaker Drive
Ventura, CA 93001

B) Public Statements

The Concessioner must refer all media and filming inquiries concerning operations within the Area, questions about the Area, or any incidents occurring within the Area to the Service. This includes all media interviews.

C) Advertisements and Promotional Material

(1) Promotional Material

- (a) Approval. The Concessioner must submit to the Service for review and approval any new or updated promotional and public information and material prior to use or publication **at least 30 days prior to projected need**. This includes all promotional material, including website information. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service well in advance to establish specific timeframes for each project.
- (b) Changes. The Concessioner must submit all promotional media (including websites) changes to the Service for review **at least 30 days prior to projected need** or printing dates. The

Service will make every effort to respond to minor changes to brochure and other media within 15 days.

- (c) Material. The Concessioner must publish all advertisements and promotional material using soy-based inks on minimum 30% post-consumer material paper and tree-free products, and print double-sided wherever feasible.
- (d) Websites. The Concessioner must provide accurate, up-to-date information to the Service so the Service can provide links from the Service's website to the Concessioner's website.

(2) *Required Statements*

- (a) Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within the Area.
- (b) Advertisements for employment must state that the company is an equal opportunity employer.

(3) *Social Media*. The Concessioner may use social media outlets to advertise or promote the Visitor Services it provides under the Contract. The Concessioner must use the following Service-approved language in the description of the Concessioner on social media sites:

(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within (park name).

- (a) Postings, Comments, Photos and Other Social Media Content. The Concessioner must ensure that social media content is accurate, professional, and relevant to the concession operation or Area themes. Content containing general information about the Area, Concessioner, or the nearby communities does not require pre-approval by the Service. The Concessioner must monitor content and comments posted by visitors to the page and remove any content that is inaccurate, offensive, or irrelevant. All social media content is subject to review by the Service and the Concessioner must remove postings upon request of the Service.
- (b) All advertising and promotional content for social media sites, if different from content previously approved for other media, must be Service-approved prior to use.

(4) *Use of National Park Service Authorized Concessioner Mark (Mark)*

- (a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."
- (b) Authorized Users. The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a superior, satisfactory, or marginal rating in the previous Annual Overall Rating and Report to use the Mark following the first year of the Contract.
- (c) Authorized Uses of the Mark. The Concessioner may use the Mark upon approval in publications, written advertising, brochures, web-based information, interpretive materials, and broadcasts (television, film or other audio/visual) associated with the required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on vessels.
- (d) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs, or clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment.
- (e) Artwork, Layout and Use. The Concessioner must use the official authorized Mark artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site (<https://www.nps.gov/subjects/concessions/acm.htm>).
- (f) Approval Procedures. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.

11) VOLUNTEERS IN THE PARK (VIP) PROGRAM

The Concessioner is encouraged to permit its employees to participate in the Service's Volunteers in Parks (VIP) program. Additional information concerning the Service VIP program can be found at the Service website (www.nps.gov).

12) REPORTING REQUIREMENTS

A) Concessioner Operational Reports

The Concessioner must provide the Service with supporting documentation for all operational reports upon request.

- (1) *Management Listing*. The local General Manager must provide the Service with a list identifying key concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers by **August 1** of each year, and when any significant revisions occur.
- (2) *Incident Reports*. The Concessioner must provide the Service incident reports for the following:
 - (a) Any vessel or motor vehicle accident resulting in property damage, personal injury, or death as soon as practicable, but within 24 hours of the accident.
 - (b) Any other incident resulting in personal injury requiring more than minor first aid treatment, or property damage exceeding \$500 as soon as possible.
 - (c) All suspected or known regulatory or criminal violations as soon as possible.
- (3) *Human Illness Reporting*. The Concessioner must immediately report any suspected outbreak of human illness, whether among its employees or visitors, to the Service. A suspected outbreak of human illness is three or more persons with common symptoms that could be associated with common modes of transmission including foodborne, waterborne, airborne/dropletborne, zoonotic/vectorborne, bloodborne, and pathogens transmitted via close person-to-person contact.
- (4) *Spills*. The Concessioner must immediately report hazardous materials spills as required by EPA and the regulations of the appropriate state agencies (i.e., the California Office of Emergency Services). In addition, the Concessioner must immediately report any spill in excess of five gallons to the Service by calling the Service's Communication Center.
- (5) *Survey and Visitor Response Data*. The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. These surveys must be approved by the Service in writing prior to their use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service **within 14 days** of receipt.

B) Operational Reports by Use

The Concessioner must include all operational statistics in a monthly Concessioner Operational Report it provides to the Service **due by the 15th day** of the following month and provide an annual summary report to the Service due **February 1** each year. The Concessioner must provide this data in a concise electronic spreadsheet form.

- (a) Boat Transportation
 - Number of passengers (ridership) served by month and year, broken down for each of the five islands.
 - Number of trips provided by month and year, broken down for each of the five islands.
 - Breakdown of daily ridership totals for each departure time, by island.
 - Total number of tickets sold per month and year, broken down by the type of ticket sold (adult, child, senior, etc.)
 - Number of passengers receiving rate discounts, broken down by discount category and corresponding rate applied
 - Monthly prevailing rates for all passenger classes

- Counts or estimates of “turn away” demand during the month, times, dates, and locations
 - Number of trips canceled, dates and times of cancellations, and reason for cancellation
 - Number and amount of refunds given
- (b) Island interpretive activities provided, including the number of programs and visitors served for each of the following:
- Orientations provided
 - Formal interpretive walks
 - Other/Live Dive/Floating Classroom
 - Formal evening programs
 - Informal interpretation (Roving)
- (k) Food and beverage
- Monthly number of boxed lunches sold
 - Monthly boxed lunch revenue
 - Monthly onboard alcohol revenue
- (l) Retail
- Monthly number of transactions
 - Monthly revenue

C) Franchise Fee Remittance Reports

In addition to the Annual Financial Report (AFR) required in the Contract, by the **15th of the month** as part of its monthly reporting requirements, the Concessioner must report the franchise fee amount paid for the preceding month. Reporting documentation must include a copy of the electronic confirmation identifying the account and the amount transferred.

D) Other Reporting

- (1) *Visitor Demographic Data.* The Service may request the Concessioner provide customer demographic data reports on a periodic basis to assist in understanding Area visitation and concession customer needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.
- (2) *Reservation and Availability Data.* The Service may request that the Concessioner provide data to display availability and occupancy information and potentially provide booking data through platforms other than the Concessioner’s reservation system such as through Recreation.gov. The Service will work with the Concessioner on such data sharing and appropriate application programming interfaces.

E) Summary of Initial and Recurring Due Dates

The following summarizes many of the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner. In the event of any inconsistency between this summary table and the Operating Plan requirements above, the Operating Plan requirements above control.

Initial Requirements	Schedule	Due Date	Reference
Customer Satisfaction Monitoring Plan	Initial	Within 30 days of the effective date of the Contract and when updates are made.	Operating Plan, Sec 4)F)(5)
Risk Management Plan	Initial/ Annually	Within 60 days of the effective date of the Contract; updates due by February 1 of each year	Operating Plan, Sec. 7)A)
Environmental Management Program	Initial/ Annually	Within 60 days of effective date of the Contract; updates due by	Operating Plan, Sec. 6)A)

		February 1 of each year	
Weather Preparedness Plan	Initial	Within 90 days of the effective date of the Contract; annually by August 1 when updates are made	Operating Plan, Sec. 8)A)(3)
Employee Handbook	Annually	Within 60 days of the effective date of the Contract, and when updates are made	Operating Plan, Sec. 4)G)(3)
Cancellation and Refund Policy	Initial/ Annually	Within 90 days of the effective date of the Contract, and 30 days prior to implementation of any proposed policy changes	Operating Plan, Sec. 4)F)(2)(f)
Lost and Found Policy	Initial	Within 90 days of the effective date of the Contract.	Operating Plan, Sec. 4)F)(4)
USCG Certificate of Inspection and Stability Letter for each vessel.	Initial/As Certificate of Inspection is renewed	By the effective date of the Contract and within 48 hours of renewal.	Operating Plan, Sec. 4)E)(4)
USCG Vessel Captains Licenses	Initial/ Annually	Within 15 days of the effective date of the Contract and within 48 hours of each new hire or license renewal	Operating Plan, Sec. 5)B)(4)(l)
Firearm Policy	Initial	Within 60 days of the effective date of the Contract	Operating Plan, Sec. 4)F)(6)
Interpretive Plan & Script for Onboard Narration	Initial	Within 90 days of the effective date of the Contract	Operating Plan, Sec. 5)C)
Boxed Lunch Service Plan	Initial	Within 60 days of the effective date of the Contract	Operating Plan, Sec. 5)D)(3)
Biosecurity Plan	Initial	Within 180 days of the effective date of the Contract	Operating Plan, Sec. 6)D)
Vessel Security Plan	Initial	Within 60 days of the effective date of the Contract	Operating Plan, Sec. 8)A)(2)
Vessel Accessibility Plan	Initial	Within 45 days of the effective date of the Contract	Operating Plan, Sec. 5)B)(1)(l)

Annual Requirements	Schedule	Due Date	Reference
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	Contract, Sec. 7(b)(1)
Schedule of Operations	Initial/ Annually	Within 30 days following the effective date of the Contract; annually by February 1	Operating Plan, Sec. 4)A)(2)
Rate Approvals	Annually	November 1 and at least 90 days in advance of their intended effective date	Operating Plan, Sec. 4)C)(2)(a)
Annual Overall Rating	Annually	March 1	Operating Plan, Sec. 4)E)(3)
Management Listing	Annually	August 1 and when significant changes occur	Operating Plan, Sec. 12)A)(1)
Certificates of Insurance	Annually	On effective date and annually thereafter	Contract, Sec. 6(b)(3)
Inventory of Hazardous Substances	Annually	February 1	Contract, Addendum 1, Sec. 4(a)
Inventory of Waste Streams	Annually	February 1	Contract, Addendum 1, Sec. 4(a)

Monthly Requirements	Schedule	Due Date	Reference
Franchise Fee Payment	Monthly	By the 15th day after the last day of each month of operation	Contract, Sec. 5(b)(1)
Franchise Fee Remittance Reports	Monthly	By the 15th day after the last day of each month of operation	Operating Plan, Sec. 12)C)
Customer Satisfaction Reporting	Monthly	Within 15 days after the end of each month	Operating Plan, Sec. 4)F)(5)
Operational Reports	Annually/ Monthly	February 1 of each year and by the 15 th day of the following month	Operating Plan, Sec. 12)B)

Other Requirements	Schedule	Due Date	Reference
Promotional Material	As Necessary	At least 30 days prior to projected need	Operating Plan, Sec. 10)C)(1)
Survey/Visitor Response Data	As Provided	Within 14 days of receipt	Operating Plan, Sec. 12)A)(5)

Note: Per the Contract, 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.

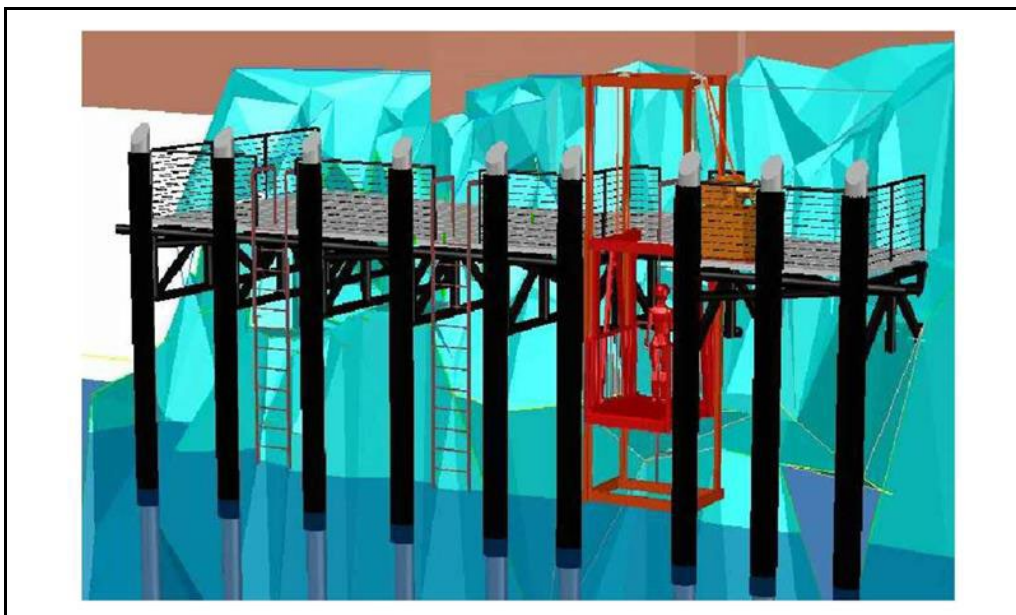
Effective _____, **20**____

Attachment 1– Landing Facilities

This document contains information about the various landing conditions at remote island destinations within Channel Islands National Park and, more specifically, vessel considerations based on limitations of landing facility design and engineering.

East Anacapa Island Wharf

Current as of October 2021



East Anacapa Island Wharf Information

Plans for Full Dock Replacement (Spring 2022)

Category	Description
GPS Coordinates	Lat: 34.01658°N Lon: 119.36213° W
Landing	Bow In
Passenger Transfer	Live Boating; no tie up
Max Vessel Length	65'
Max Vessel Width	N/A
Max Vessel Draft	6'
Max Vessel Tonnage Based on Facility Engineering	Unknown at this time

Additional Information

Repair and improvements made by start of new contract will include rebuilding of the 245 SF steel construction pier and support, installation of six to eight new fender piles, 5 feet away from the edge of the pier, to provide a recessed and protected space for a new ladder and an adjustable platform, installation of a stern mooring line to limit vessel motion during loading/unloading operations, and repair of 80 linear feet of concrete wall face of varying height and 1,048 SF of concrete top slab.

Santa Cruz Island – Scorpion Anchorage Pier

New pier completed February 2021



Scorpion Anchorage Pier Information

Additional Information

The new pier is 240 feet long by 18 feet wide (landward of the pierhead), and with a pierhead measuring 60 feet in length by 30 feet in width. The overall length is 300 feet. The pier consists of a tubular steel

pier superstructure supported by steel cylindrical piles. This includes 18-inch steel structural piles, 16-inch steel berthing piles, and 12-inch fiberglass fender piles. The use of a steel superstructure allows the pier to be structurally raised in the future, if necessary, such that it will be adaptable to increasing sea level rise and climate change. The gangway is constructed of aluminum and is raised and lowered by a hoist. The new pier accommodates various water depths for safe embarkation, as well as a mobile crane. Visitors and NPS staff use the gangway and landing aligned parallel to the pier to access the pier from NPS and concessioner boats.

Santa Cruz Island - Prisoners Harbor Pier



Prisoners Harbor Pier Information

Category	Description
GPS Coordinates	Lat: 34.01993° N Lon: 119.68431° W
Landing	Bow In
Passenger Transfer	Live Boating; no tie up
Max Vessel Length	N/A
Max Vessel Width	N/A
Max Vessel Draft	6'
Max Vessel Tonnage Based on Facility Engineering	Unknown at this time

Additional Information

The Prisoners Pier, originally constructed in the 1860's, was rebuilt in 2001 and is 372 feet long and 20-24 feet wide for the landward 340 feet, and 30-35 feet wide at its seaward end. The wider pier terminus allows for ease of docking and loading/unloading and allow a surface vehicle to turn around at the end instead of backing-up for the length of the pier.

Santa Rosa Island – Bechers Bay Pier



Bechers Bay Pier Information

Category	Description
GPS Coordinates	Lat: 34.00808° N Lon: 120.04774° W
Landing	Bow In
Passenger Transfer	Live Boating; no tie up
Max Vessel Length	N/A
Max Vessel Width	N/A
Max Vessel Draft	6'
Max Vessel Tonnage Based on Facility Engineering	Unknown at this time.

Additional Information

There is a lower landing platform beneath the top deck of the pier used for passenger transfers at this location, with stairs that lead to the topside of the pier. There are three different ladder locations at varying heights to accommodate tide levels.

Santa Barbara Island Wharf



Santa Barbara Island Wharf Information

Category	Description
GPS Coordinates	Lat: 33.48156° N Lon: 119.02966° W
Landing	Bow In
Passenger Transfer	Live Boating; no tie up
Max Vessel Length	70'
Max Vessel Width	
Max Vessel Draft	6'
Max Vessel Tonnage Based on Facility Engineering	

Additional Information

This wharf is currently only open for skiff landings, with the larger vessel anchored further away from shore. In this case, a skiff is defined as a small, open vessel with an outboard motor capable of being operated by one person. Currently skiffing occurs at the rocky ledge shown above, which is at the base of the existing wharf. Later in 2022, the NPS will make repairs to replace the ladder and build a small landing platform to facilitate safer disembarkation from skiffs. The NPS is working to redesign/engineer the wharf, with construction projected to take place within the next 3-5 years when funding becomes available. This wharf reconstruction project will occur during the CHIS001-24 contact, and larger vessels will once again be able to pull up to the wharf structure for live boating

San Miguel Island – Cuyler Harbor (Beach Landing by skiff)



GPS Coordinates: Lat: 34.04661° N, Lon: 120.35143° W

Attachment 2: Monthly Utilization Report

Report due by the 5th of each month.

Reports may be faxed or emailed to:

Channel Islands National Park

Attention: Visitor Statistics Coordinator

Email: Karen_Cromwell@nps.gov

Fax: (805) 658-5799

National Park Service

Channel Islands National Park - Concessioner Statistics

Month/Year:

Island Location	# Passengers	# Trips
Non-landing		
East Anacapa		
West Anacapa - Frenchy's		
Santa Cruz - Scorpion		
Santa Cruz - Prisoners		
Santa Rosa		
San Miguel		
Santa Barbara		
GRAND TOTAL		

This form must be completed and faxed or emailed to the park at the contact information above no later than the 5th of each month. If faxing, send Attn: Visitor Stats Coordinator.

Attachment 4: Biosecurity Plan Guidelines

The Concessioner must comply with the following biosecurity requirements. To demonstrate how each of the biosecurity requirements will be implemented by the Concessioner, the Concessioner must develop a Biosecurity Plan for approval by Channel Islands National Park within 180 days of the effective date of the Contract. At a minimum, the Biosecurity Plan must address the below specifications.

- 1) **Equipment and Materials**. Prior to transport to the Island, the Concessioner must ensure that its equipment is clean and free of dirt, mud, straw, insects (including ants) or plant material which could bring weed seeds or other invasive species to the Island. The Concessioner must implement the following procedures with respect to all equipment and materials to be brought to the Island, prior to loading the equipment onto boats at the mainland which will be bringing them to the Island:
 - (a) The Concessioner must conduct a brief visual inspection of passenger luggage, equipment, and supplies. Any items that appear to have soil, mud, or seeds attached (including shovels, wheelbarrows, hand tools, etc.) must be prohibited from transportation until the items of concern are cleaned to remove all dirt, plant, and other foreign material. Equipment, luggage or supplies which have not been adequately cleaned must be turned away.
 - (b) The corrugations in cardboard boxes may harbor insect pests. Cardboard packing is only allowed if it is factory-sealed and has not been opened prior to transport to the Island.
- 2) **Protection from Exotic Animals**. It is critical to prevent the introduction and establishment of non-native plant or animal species on the Island, so the Concessioner must implement the following procedures with respect to all equipment (including transport skiffs) and materials to be brought to the Island, prior to loading the equipment onto boats at the mainland which will be bringing them to the Island:
 - (a) The Concessioner must ensure that all of its skiffs, pumps, tanks, live wells, buckets, kayaks, and other containers which might carry water contaminated with exotic animals, such as the New Zealand mud snail or zebra mussel, are drained and flushed prior to bringing the equipment onto the Island. All skiff, hauling tanks and equipment must be washed thoroughly, using a hard spray from a garden hose. If equipment was used in infested waters, the following steps must be used to clean the equipment:
 - (i) the equipment must be washed with hot water (140 F or 40 C) or a high-pressure washer (250 pounds per square inch); and
 - (ii) all aquatic weeds must be removed (they can carry non-native snails and mussels).
 - (b) The Concessioner must ensure that all of its equipment is disinfected before being brought to the Island. Recent research shows that disinfection of nets and equipment with benzalkonium chloride at typical treatment rates (10 milligrams per liter for 24 hours, 100 milligrams per liter for 3 hours, or 250 milligrams per liter for 15 minutes) will effectively eliminate most exotic animals. Two other commonly used disinfectants, calcium hypochlorite and iodine, are ineffective against zebra mussels, and must not be used.
 - (c) Many adult snails and mussels can live more than a week out of water in moist, shaded areas, so any skiffs, pumps, nets, or other equipment which have been used in infested waters, including any mainland freshwater streams, must be dried in the sun for two to four days after cleaning. If adult snails or mussels are present, the equipment must be dried for two weeks.
 - (d) No imported earth materials will be allowed without the explicit written permission of the Superintendent.
 - (e) All materials and equipment, including kayaks, must be free of insects, animals, and animal evidence, including (but not limited to): rodents/small mammals, rodent/small mammal droppings, chew marks, insects, spider webs, insect holes in boxes.
 - (f) The Concessioner must work with the park to maintain a disinfection station to allow clientele to clean any pieces of equipment that are not in compliance with the biosecurity instruction. The disinfection station must, at the minimum, consist of brushes, soapy water, buckets, and a sign explaining the purpose of the station.
 - (g) All wooden pallets must be made of treated wood, and whenever possible, plastic or metal pallets should be used instead.
 - (h) The Concessioner should develop a cache of pest-proof packing containers and approved walking sticks that can be loaned out to clients not in compliance with the biosecurity regulations.
- 3) **Personnel**. The Concessioner must ensure that all of its personnel, as well as all personnel of the Concessioner's subcontractors, abide by the following biosecurity regulations:

- (a) The Concessioner must inspect and clean all footwear, clothing, and personal packs prior to leaving the mainland. Footwear cleaning can be done with the boot brushes provided at the dock. Laces, shoelace holes, socks, pant cuffs, zippers, and all small crevices on clothing and packs can be hiding small insects or weed seeds. All insects and seeds must be removed before leaving the mainland.
 - (b) It may be necessary for the Concessioner to inspect and clean footwear, clothing, and personal packs while on island, when moving between sensitive sites.
 - (c) The Concessioner must transport all food in pest-proof packaging such as hard plastic containers to prevent any insects from being transported to the Island.
- 4) **Vessels.** The concessioner must ensure that any vessel activity during passenger or cargo offloading/onloading adheres to the following biosecurity regulations.
- (a) The Concessioner must place rodenticide-loaded rat bait stations on the vessel prior to departure from the mainland. There must be at least 2 bait stations for vessels measuring up to 100 feet in length; the Concessioner must work with the park Biosecurity Manager to identify optimal locations. They should be placed along a wall, not in a corner nor where there are competing food sources.
 - (b) The Concessioner must clean the vessel hull routinely of any algae, mussels, or other living organisms. This must take place at least once per year.
 - (c) In the event an animal is discovered on the boat in transit, the Concessioner must contain it before docking on an island. If the Concessioner cannot contain the animal, the Concessioner must return the boat to the mainland.
- 5) **Education & Outreach.** The Concessioner must ensure that all of its staff and clients are educated on the importance of biosecurity, and that the information is provided in a timely manner.
- (a) The Concessioner must work with the park to maintain and provide verbal reminders to each passenger to use the shoe cleaning station when they check in, wait for departure, and load their gear.
 - (b) The Concessioner must ensure that its passengers do not bring any of these items prohibited by NPS: unfinished wood, live or potted plants, cut flowers, tools or equipment with attached soil or plant material, corrugated cardboard boxes, single-use plastic bags, and pets.
 - (c) The Concessioner's office, website, and bookings confirmation documents must display information on the biosecurity regulations, including requesting that passengers: check their gear for stowaway pests; inspect and clean their footwear, camping, outdoor gear, and clothing so they are free of soil and seeds; and pack their food in a sealed container or bag. The Concessioner must also ensure that updated information is posted and readily visible to passengers on board its vessels. Link to park's current biosecurity video: [CHIS Biosecurity Informational Video](#)
 - (d) The Concessioner must require two hours of training for all employees in island biosecurity per year, which will be provided by the NPS. The training must provide information including, but not limited to, educational messages for passengers, emerging biosecurity threats to be aware of, and a refresher of the biosecurity requirements set forth by this contract. New employees must obtain training within 90 days of hire.
 - (e) The Concessioner must work with Channel Islands National Park to ensure that the information they are providing clientele is accurate and up-to-date.

Attachment 5: Labor Standards Clauses

(Labor Standards Clauses for Federal Service Contracts Exceeding \$2,500)

(a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR part 4).

(b)(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of § 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in § 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in § 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. *53 Comp. Gen. 401 (1973)*. In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of

Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to § 4.6(l)(2).

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k)(1) As used in these clauses, the term service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a)(5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	Monetary wage-fringe benefits
_____	_____
_____	_____
_____	_____

(l)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (§ 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$ 30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this proviso:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Attachment 6: SCA Wage Determination

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Daniel W. Simms

Director

Division of Wage Determinations

U.S. DEPARTMENT OF LABOR

EMPLOYMENT STANDARDS ADMINISTRATION

WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

Wage Determination No.: 2015-0213

Revision No.: 29

Date Of Last Revision: 06/29/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If this contract is entered into on or after January 30, 2022, or if the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: With certain exceptions, Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: With certain exceptions, Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

NATIONWIDE: This wage determination applies to the United States East, Gulf and West Coasts

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contract for operation and maintenance of deep sea vessels in the above locality (based on Union Dominance (Seafarers International Union):

UNLICENSED EMPLOYEES:

OCCUPATION CODE ¹	TITLE	RATE
4010 Boatswains	Freight	195.65 Daily
	Tanker	186.34 Daily
47020 - Chief Cook/Steward	Chief Cook - Freight	153.81 Daily
	Chief Cook - Tanker	146.54 Daily
	Steward Assistant - Freight	102.18 Daily
	Steward Assistant - Tanker	93.53 Daily
	Steward/Baker - Freight	195.65 Daily
	Steward/Baker - Tanker	186.34 Daily
47050 - Electrician		209.32 Daily
47060 - Engine Utilityman	General Utility Deck/Engine - Freight	122.38 Daily
	General Utility Deck/Engine - Tanker	113.10 Daily
	QMED (Unlicensed Junior Engineers) - Freight	195.65 Daily
	QMED (Unlicensed Junior Engineers) - Tanker	186.34 Daily
47090 - Oiler/Diesel Oiler	Oiler - Freight	131.75 Daily
	Oiler - Tanker	122.01 Daily
47401 - Seaman	Ab Dayworker - Freight	147.13 Daily
	Ab Dayworker - Tanker	138.64 Daily
	Able Seaman - Freight	131.75 Daily
	Able Seaman - Tanker	122.01 Daily
	Ordinary Seaman - Freight	102.98 Daily
	Ordinary Seaman - Tanker	96.75 Daily
47801 - Wiper	Tanker	112.02 Daily
	Freight	122.38 Daily

¹ Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

- 1/ Health and welfare, pension, and training contribution of \$106.21 per day per man.
- 2/ Paid Vacation: Employer contribution of 58 percent of base pay per man per day.
- 3/ Holidays: Eleven (11) paid Holidays per year - New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
- 4/ Training and Hiring Fund: \$26.50 per man per day.
- 5/ Money Purchase Pension Contribution: Employer contribution of 5% of the daily base wage per man, per day.
- 6/ Penalty Rate: The rates specified below shall be paid for following work.
 - A. Penalty cargoes, longshore work, restriction to ship, removing soot from the stack; cleaning bilges and oil spills, Steering Engine Room and Bow Truster Room.
OFF WATCH: Monday through Friday Group I \$37.23; Group II \$25.88, Group III \$23.02.
ON WATCH: Saturdays, Sundays, and Holidays Group I \$40.86; Group II \$27.94, Group III \$21.84.
 - B. Tank Cleaning:
OFF WATCH: Monday through Friday: Group I \$37.28; Group II \$25.88; Group III \$23.70
ON WATCH: Saturdays, Sundays, and Holidays: Group I \$48.96; Group II \$34.26; Group III \$29.67
 - C. Explosives
When the Unlicensed personnel is required to work explosives at any time, they shall be paid for such work in addition to their regular monthly wages at the rate of ten dollars (\$10.00) per hour unless a higher rate is specified.

GENERAL NOTE

I. In determining the class of vessel, horsepower shall be taken from the Record of the American Bureau of Shipping and admeasurement of tonnage as determined by the U.

S. Coast Guard, Marine Inspection, Admeasurement Section. Power tonnage is the sum of the gross tons figure added to the horsepower figure.

Classification of Vessels

Class	Screw	Power Tonnage
A-4	Single Screw	70,001 and over
A-2	Single Screw	35,001 to 45,000
A-1	Single Screw	25,001-35,000
A	Single Screw	17,001-25,000
B	Single Screw	12,001-17,000
C	Single Screw	7,501 to 12,000
D	Single Screw	5,001 to 7,000
E	Single Screw	Less than 5,001
A-4	Twin Screw	51,000 and over
A-3	Twin Screw	35,001 to 50,000
A-2	Twin Screw	28,001 to 35,000
A-1	Twin Screw	20,001 to 28,000
A	Twin Screw	15,001 to 20,000
B	Twin Screw	9,001 to 15,000
C	Twin Screw	5,501 to 9,000
D	Twin Screw	3,501 to 5,500
E	Twin Screw	Less than 3,500

II. Terms utilized in this wage determination not otherwise defined herein shall have meanings and definitions as utilized in the U.S. Coast Guard Regulations and Policy issued pursuant to Title 46 USC and as published by the U.S. Coast Guard in the following publications and others:

1. 46 CFR Parts 1, 10, 15, 26, 35, 157, 175, 185, 186, and 187 as published in the U.S. Federal Register.
2. U.S. Coast Guard Commandant Instruction COMDTINST MI6000.3, Marine Safety Manual, Volume III-Marine Industry Personnel.

III. The term "service employee" does not include any employee who qualifies as an executive, administrative, or professional employee as those terms are identified in Regulations, Part 541,

issued under the Fair Standards Act. (See CFR, Part 541.)

IV. Subsistence and Quarters: Subsistence and quarters of equivalent value thereof may not be credited toward the provision of minimum wages and fringe benefits required herein.

V. This wage determination applies to United States East, West, and Gulf Coasts.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Daniel W. Simms

Director

Division of Wage Determinations

U.S. DEPARTMENT OF LABOR

EMPLOYMENT STANDARDS ADMINISTRATION

WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

Wage Determination No.: 2015-0213

Revision No.: 29

Date Of Last Revision: 06/29/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If this contract is entered into on or after January 30, 2022, or if the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: With certain exceptions, Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: With certain exceptions, Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Nationwide applicable in: Alaska, Alabama, American Samoa, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Guam, Hawaii, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oregon, Puerto Rico, Rhode Island, South Carolina, Texas, Virginia, Washington, Wisconsin

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contract for tugboats and other coastal vessels.

OCCUPATION CODE-TITLE	FOOTNOTE	RATE
47080 – General Vessel Assistant		285.00 Daily

(not set) - Captain, Harbor Tug	431.28 Daily
(not set) - Deckhand, Harbor Tug	271.44 Daily
(not set) - Engineer, Harbor Tug	362.76 Daily

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month

(Hawaii): \$2.04 per hour, up to 40 hours per week, or \$81.60 per week, or \$353.60 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.80 per hour, up to 40 hours per week.

HEALTH & WELFARE (Hawaii) EO 13706: \$1.65 per hour, up to 40 hours per week, or \$66.00 per week, or \$286.00 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.41 per hour, up to 40 hours per week.*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

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**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the

employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Captain, Harbor Tug

Qualified tug master and operator in charge of the tugboat, its personnel, its operation and maintenance. The Captain is a radio operator, understands and operates radar and other navigational aids used in conjunction with tug-ship operations and tug-barge operations both harbor and ocean. This person must also be qualified in administrative ship business and overall charge of maintenance of the vessel. Must hold appropriate Coast Guard documentation/license.

Deckhand, Harbor Tug

Qualified seaman capable of performing all duties related to tugboat servicing ships and barges both in the harbor and at sea. Must hold appropriate Coast Guard documentation/license.

Engineer, Harbor Tug

Qualified engineer in the operation, the maintenance, both corrective and preventative, and overall supervisor in the proper operation and maintenance of all machinery, both main and auxiliary and electrical and other mechanical gear aboard the tugboat. Also must have administrative ability to keep records and maintain the inventory of parts, tools, fuel, etc. Must hold appropriate Coast Guard documentation/license.