

**EXHIBIT B**

**OPERATING PLAN**

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## I. INTRODUCTION

This Operating Plan between Alcatraz Cruises, LLC (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Golden Gate National Recreation Area (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

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

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

### 1) DEFINITIONS

- A) Bonded-Education Group.** Bonded-Education Groups are Groups (as defined in C below) that are officially recognized as educational institutions by a Federal, State, or local government entity. Additionally there must be a direct educational relationship between the purpose of the Bonded-Education Group's visit and the use of Alcatraz. Bonded-Education Groups must provide a statement as to the purpose of the visit and how it relates to the resources of Alcatraz.
- B) Bonded Group.** Bonded Groups include Groups (as defined in C below) that are comprised of: youth under 18 (the Service requires adult supervision at 1 adult per 9 youths); adults requiring physical assistance; or seniors over 62.
- C) Group.** Defined as 15 or more people.
- D) High Season.** For the purposes of this Contract, High Season is mid-March through October 31.
- E) Low Season.** For the purposes of this Contract, Low Season is November 1 through mid-March.
- F) Service Policy.** The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy includes, for example, NPS-48. Service Policy is available upon request from the Service.

### 2) MANAGEMENT RESPONSIBILITIES

#### A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must comply with the following requirements:

- (1) *General Manager.* The Concessioner must designate an on-site General Manager who has the following authority. Additionally, in the absence of the General Manager, the Concessioner must ensure a qualified acting General Manager is designated.
  - (a) Has the authority and the managerial experience for operating the Concession Facilities, San Francisco Embarkation Site, and the 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) *Contact Information.* The Concessioner must provide a contact information list to the Service identifying key concession management and supervisory personnel including job titles and all

other appropriate points of contact **on or before the Contract effective date**, and must update the list as changes occur.

#### **B) The Service**

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Contract administration. Directly, or through designated representatives, the Superintendent reviews and coordinates, pursuant to Service Policy and Applicable Laws, Contract administration, including evaluation of Concessioner services, Concession Facilities, San Francisco Embarkation Site, and review and approval of rates charged for all services.

- (1) *Contact Information.* The Service provides a current list to the Concessioner with all appropriate points of contact.

### **3) GENERAL OPERATING STANDARDS AND REQUIREMENTS**

#### **A) Schedule of Operations**

- (1) *General.* The Concessioner must provide the required Alcatraz Passenger ferry service on a year-round basis and the Park Cruise and Alcatraz-Angel Island ferry service ("Angel Island Hop") on a seasonal basis. The current approved schedules for the Alcatraz passenger ferry service and Park Cruise are included in Attachments 1, 2, and 3 to this Operating Plan. The schedule for the Angel Island Hop ferry service is included in Memorandum of Understanding ("MOU"); if there is a discrepancy between the MOU Angel Island Hop schedule and the Operating Plan Angel Island Hop schedule, the schedule provided in the MOU will control until the Operating Plan is updated.
- (2) *Schedule Approval and Changes*
  - (a) Proposed Schedule and Schedule Changes. The Concessioner must submit a proposed schedule for all operations and services to the Service no later than **November 1** for the next year. Any proposed schedule changes must be submitted in writing to the Service for approval at least **30 days prior to proposed implementation.**
  - (b) Posting Ferry Schedules. The Concessioner must prominently post the ferry schedule, in a way accessible to the general public, and must follow the schedule of operation unless the Service approves changes in writing in advance of proposed change.
  - (c) Closures or Cancellations. In the event of a weather emergency that requires a sudden unscheduled closure or cancellation, the Concessioner must notify the Service by contacting the Area's Business Management staff as identified on the contact list provided to the Concessioner. The Concessioner also must notify the Business Management staff of unscheduled closures or cancellations for any non-weather events as soon as possible. In the event of any interruption of the established schedule due to mechanical breakdown or any other event, the Concessioner, at its sole expense, must retrieve any stranded visitors as soon as practicable given the circumstances causing the service interruption. The Service could potentially approve a revised ferry schedule to include additional non-Island trips; however, those additional trips cannot exceed the limitations set forth in this Operating Plan. Any proposed changes to the ferry schedule must be submitted in writing to the Service for approval at least 30 days prior to proposed implementation.
  - (d) Service Proposed Schedule Changes. The Service may request the Concessioner to alter the departure schedule of the ferry vessels. If schedule changes are requested, the Service will make best efforts to notify the Concessioner at least 60 days in advance; however, shorter notice may be given depending upon the circumstances necessitating schedule change, including for example, in the event of occasional closures or cancellations, delayed opening, or early closings due to weather, natural disasters, projects to repair infrastructure, and similar occurrences.
- (3) *Holiday Operations.* The Concessioner must not provide any Alcatraz passenger ferry service, day or evening or Park Cruise, on Thanksgiving Day, Christmas Day, and New Year's Day.

**B) Rate Determination and Approval Process**

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with the provision of Section 3(e) of the Contract, including without limitation, the approval by the Service of the rates and charges set. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate determination is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified methodologies has the same meaning as that set out in the National Park Service Concession Management Rate Administration Guide (“Rate Administration Guide”), as it may be amended, supplemented, or superseded throughout the term of this Operating Plan. A copy is available on the [NPS Commercial Services website](#).
  - (a) Alcatraz Passenger Ferry Service, Angel Island Hop Ferry Service, Park Cruise. Rates for the Alcatraz passenger ferry service, the transportation component of the Angel Island Hop service to Alcatraz Island, and the rates for the Park Cruise have been determined and set by the Service. The Service will adjust the Concessioner’s rates, beginning with the base rates set out in Attachment 5 to this Operating Plan, every other year throughout the term of the Contract (timing to be determined by the Service). Rates adjustments will be based on the cumulative increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U) All Items for the San Francisco-Oakland-San Jose Area as published by the United States Department of Labor, for the period from the prior rate approval date to the new rate adjustment approval date and for which data has been published and made available. If the CPI-U index is no longer available, a successor or substitute index designated by the Service will be used to adjust rates.
  - (b) Passenger Ferry Charter Transportation. Rates for passenger ferry charter transportation and all associated services will be based on a Competitive Market Declaration.
  - (c) Food and Beverage. Rates must be determined in accordance with the current Service Core Menu Guidelines. The Concessioner must submit all rate requests in accordance with the Core Menu Guidelines for the Service’s consideration and approval. The Service has included a list of core menu items as part of Attachment 4 to this Operating Plan. It is not necessary to notify the Service of minor menu changes, such as the addition of non-core items or various “specials.”
  - (d) Souvenir Photography (Authorized Service). Rates will be based on Competitive Market Declaration.
- (2) *Rate Submittal and Approval Process*
  - (a) Annual Rate Changes. All rates charged by the Concessioner under core menu must be submitted to the Service for approval **at least 90 days in advance of intended effective date**. The Concessioner must submit annual requests for rate changes no later than **October 1**. The Service may approve, disapprove, or adjust rates, using selected comparables, 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 may inform the Concessioner of the expected response date.
  - (b) Rate Request Information. All rate requests must be in writing and include pertinent information about the rate and product or service proposed. Rate requests require support by established criteria and comparability data. The current Service Rate Approval Guide outlines the information the Concessioner must include in the request.
  - (c) Approved Rate Disclosure and Posting. The Concessioner must prominently post all rates for goods and services provided to the visiting public. For ferry operations, these rates must be posted both on site and online. The Concessioner must provide full disclosure of available services and specific rates, including the Audio Tour fee and FLREA Expanded Amenity fee, through all of the ticketing channels. Receipts must provide the cost breakdown of the ticket components (see the Third Party Fee Collection section below for additional information).

(3) *Discounted Rates*

- (a) The Concessioner must provide a \$0.50 discount off of the individual rates for seniors, children, and juniors when attending with a Bonded-Education Group. The Service may adjust or increase the amount for these discounts prior to the Contract effective date and throughout the term of the Contract.
- (b) The Concessioner may propose other discounted rates for the Alcatraz passenger ferry service, Park Cruise, and food and beverage rate to specified Groups or entities beyond the required discounts noted above.
- (c) All rate discounts and any changes to existing discounted rates must be submitted to the Service for review and approval **at least 90 days in advance** of offering. The Concessioner is required to submit the proposed rate discount from the prevailing normal rate, for each and every specific Group for which a rate discount applies (e.g. veterans, families, etc.), and the time period over which the discount applies. The Service has the authority to reject, modify, or approve any and all rate discounts proposed by the Concessioner.

(4) *Complimentary Tickets*

- (a) Community Tickets Program. The Concessioner must reserve 18,000 Alcatraz passenger ferry service tickets annually for a Community Tickets Program for Service-approved community outreach and educational programs, with an emphasis on providing experiences for underserved youth and community-based organizations. Complimentary tickets will be issued, as approved by the Service, in addition to the limits established for paying passengers as identified in the attachments to this Operating Plan. The process and protocols must be developed in collaboration with the Service **within 90 days of the Contract effective date**.
- (b) Over the Count Tickets. In order to accommodate access to Alcatraz for Service employees, Concessioner employees, contractors and other affiliated employees outside of the tickets available to the general public, the Concessioner must provide "Over the Count" tickets to Service-approved individuals. This access may involve complimentary, discounted, or full fare tickets, subject to the limitations outlined in applicable laws, regulations, and policies. The Service will identify applicable individuals and Concessioner must develop the Over the Count ticketing process and protocols in collaboration with the Service **within 90 days of the Contract effective date**.
- (c) Park Cruise Complimentary Tickets. For the following two programs, complimentary tickets will be issued, as approved by the Service, in addition to the limits established for paying passengers as identified in the attachments to this Operating Plan. The Concessioner must provide its plan for this program to the Service within 90 days of the Contract effective date, and update it annually as necessary.
  - The Concessioner will provide, on an annual basis, 5,000 complimentary Park Cruise tickets to underrepresented local residents, via channels collaboratively identified and approved by the Service.
  - The Concessioner will also implement a program that provides every K-5 student in San Francisco with a complimentary Park Cruise ticket.
- (d) "Alcatraz Gives Back" Program. For at least 25 Title I San Francisco schools, the Concessioner will provide complimentary transportation to and from the San Francisco Embarkation Site in addition to complimentary Park Cruise tickets. The complimentary tickets issued as part of the Alcatraz Gives Back Program and approved by the Service, are in addition to the limits established for paying passengers as identified in the attachments to this Operating Plan. The Concessioner must provide this program to the Service **within 90 days of the Contract effective date**.

**C) Purchasing**

- (1) *Competitive Purchasing.* Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts.* To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.
- (3) *Environmental.* The Concessioner must purchase and use environmentally preferable products whenever available and feasible. The Concessioner must use, at a minimum, the ISO 14001 certified Green Procurement Program, or with prior written Service approval another certification program with equal or greater standards that may exist during the term of the Contract, to evaluate and select vendors that provide preferred water protective products, employ environmentally responsible practices, and combine minimum solid waste with the maximum reusability and compostability of products and packaging. The Concessioner must select vendors that provide minimal packaging and accept packaging back after delivery.

**D) Evaluations**

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect and monitor its services and facilities required by this Contract with respect to Applicable Laws; Service policy and standards; authorized rates; life, health, and safety; public health; environmental management and impacts on natural or cultural resources; responsiveness to visitor comments; in compliance with the Contract including all of its Exhibits; and other operational performance standards as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (2) *Service Concessioner Review Program.* The Service may evaluate the Concessioner's services and facilities, including all Concession Facilities, and to the extent provided for under Section 8(d) of the Contract, the San Francisco Embarkation Site, to assess and rate Concessioner performance in accordance with the NPS Concession Review Program. The results of the individual program evaluations are used to prepare an Annual Overall Rating Report. These activities may be conducted by Service personnel. 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 activities. 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 to enter the Concession Facilities, and to the extent provided for under Section 8(d) of the Contract, the San Francisco Embarkation Site, for the purpose of performing inspections.
  - (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations pursuant to this Section 3(D)(2) of the Operating Plan. The Concessioner must be contacted at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
- (3) *Annual Overall Rating.* The Service may determine and provide the Concessioner by April 1 an Annual Overall Rating Report based on the Service evaluations for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include one score and rating for the entire operating year: Administrative Compliance Report, Operational Performance Rating Report, Public Health Program Evaluation Report, Risk Management Program Evaluation Report, Environmental Management Program Evaluation Report, and Asset Management Program Evaluation Report.
  - (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria, timely and accurate submission of the

- annual financial report; timely and accurate payment of franchise fees; timely submission of proof of general liability, vessel, automobile, and workers compensation insurance.
- (b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations and weights them if necessary.
  - (c) Public Health Program Evaluation Report. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations, in accordance with the Public Health Service procedures based upon the U.S. Food Code.
  - (d) Risk Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Risk Management Program ("RMP"). This evaluation and rating considers compliance with the Service risk management standards, implementing life safety and fires safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service may also be a component of this evaluation and a component of the periodic operational evaluations.
  - (e) Environmental Management Program Evaluation Report. The Service may conduct an annual evaluation of the Concessioner's Environmental Management Program ("EMP"). The evaluation and rating considers compliance with the Service environmental management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
  - (f) Asset Management Program Evaluation Report. The Service may conduct an annual evaluation of the Concessioner's Asset Management Program and provide a rating. Asset management will also be a component of periodic operational evaluations. The Concessioner must perform periodic interior and exterior asset management inspections of all Concession Facilities and San Francisco Embarkation Site in accordance with its documented Asset Management Plan.
- (4) *United States Coast Guard ("USCG") Inspections*. The USCG is responsible for certifying all Concessioner vessels used in required operations as passenger-carrying vessels for the waters of San Francisco Bay. 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 vessels are inspected in accordance with all USCG inspection programs and requirements. The USCG is the Federal agency with authority for all fire, safety, and operational codes relating to the vessels. 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, and the Concessioner must provide, 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 may be conducted by the Service or third party evaluator, including but not limited to, the following.
- (a) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. 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 Concessioner Facilities, San Francisco Embarkation Site, and operations which may consider issues such as vector control and exclusion practices, pesticide application practices and others.
  - (c) Interpretive Program Review. The Service may evaluate the Concessioner's interpretive and informational services and exhibits 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.

## E) General Policies

### (1) Facilities Use

- (a) Authorized Use. The Concessioner must use the Concession Facilities for activities or services that directly and exclusively support the services required and authorized by the Contract. Except for the temporary food and beverage service as authorized through a sublease to the Port Lease, the Concessioner must use the San Francisco Embarkation Site for activities or services that directly and exclusively support the services required and authorized by the Contract and Port Lease.
- (b) Smoking Policy. All buildings within the Concession Facilities and all vessels are designated as non-smoking. The Concessioner must comply with current Service policies on smoking, including without limitation, [Director's Order 50D](#).

### (2) Interactions with Wildlife

- (a) The Concessioner must regularly consult with the Service regarding the Concessioner's ongoing efforts to minimize disturbances to bird and wildlife populations on or around Alcatraz Island and within waters administered by the Service. The Concessioner must modify its activities as may be required by the Service. The Concessioner must report all issues related to birds or other wildlife (e.g. injury, harassment, death) to the Service's Alcatraz Biologist or Park Wildlife Ecologist.
- (b) The Concessioner must maintain onboard each vessel used in the Alcatraz operation, a pet carrier for injured birds found on vessels or Alcatraz Island dock areas. The Concessioner must work closely with the Service on any incidents and follow-up actions and will ensure its employees report any wildlife disturbance to the vessel Captain or shift supervisor. Feeding of wildlife within the Area is prohibited and the Concessioner must discourage the feeding of wildlife within the Concession Facilities, San Francisco Embarkation Site, and on vessels.
- (c) The Concessioner shall develop and implement a Rodent Surveillance and Management Plan to ensure that rodents are not accidentally transported to Alcatraz on board vessels.

### (3) Visitor Comments. The Concessioner must make Service-approved comment cards and electronic surveys available to visitors in order to measure service and quality standards, onboard vessel experience, product mix, pricing, and overall Area experience. The Concessioner must keep an adequate inventory of comment cards available at appropriate locations within the Concession Facilities and onboard all vessels.

- (a) The Concessioner must investigate and respond to all visitor complaints regarding its services or Concession Facilities **within 10 business days of receipt**. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation.
- (b) The Concessioner must provide the Service all visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees or concern the safety of Area resources.
- (c) Quarterly, the Concessioner must provide to the Service all customer satisfaction data collected, including both written comments and tabulation of rating questionnaires. The quarterly reports must include the statistical data highlighting customer service trends, data analysis, and an action plan to correct any service related issues identified in the data. The data must include information gathered by the Concessioner or any third parties on behalf of the Concessioner. The quarterly customer satisfaction data is due to the Service **within 15 days after the end of each quarter** (based on the calendar year). Upon request, the Concessioner must provide the Service supplemental information that supports the summary provided.

## F) Human Resource Management

### (1) Employee Hiring Procedures

- (a) Hiring Policies. The Concessioner must ensure appropriate background checks are performed on all employee hires and volunteers 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 inform employees and potential employees, in writing, of any employees required to register with a law enforcement agency in accordance with California Health and Safety Code 11590 (drug offenders) and California Penal Code 290 (sex offenders), and the Concessioner must ensure such employees required to register also register with the Service's Criminal Investigations Unit. The Concessioner must not hire an employee, or allow a volunteer to work, 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 and volunteers. The Concessioner must inform prospective employees and volunteers in advance of hire that this information may be made available to the Service. The Concessioner must implement a Drug Free Policy for all concession employees.
  - (b) Vessel Crew Requirements. All crews for vessels used in providing services under the Contract must maintain applicable U.S. Coast Guard certifications or licenses. All licenses or certifications must be available for review by the Service upon request.
  - (c) Driver Requirements. All drivers of vehicles, including trams, used in providing services under the Contract must have a valid California operator's license for the size and class of vehicle being driven and must meet any additional requirements for the vehicle driven or passengers carried.
  - (d) 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, Safety Officer, or any member from the Business Management Division.
  - (e) Employee Recruiting. In order to recruit from local, diverse communities, the Concessioner will use appropriate and effective methods, including working with community organizations and using online sites, to recruit from ethnically and socioeconomically diverse candidates within San Francisco and the surrounding counties.
- (2) Job Classification and Performance Standards. The Concessioner will use a detailed job classification system that clearly defines all positions and the qualifications, education, and certifications required for each position; position standards; and employee development opportunities that define training necessary for upward mobility.
  - (3) Training. The Concessioner must provide and maintain records of appropriate employee training as set forth below and must provide those records to the Service upon request.
    - (a) Manuals. The Concessioner must develop written training materials for its employees.
    - (b) Job Training. The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public. Training must include job-specific skills training and the Concessioner's RESPECT (or equivalent) program for customer service, as well as the following:
      - *Concessions Management and Area Specific Training*. The Concessioner must orient its managers to Service evaluation standards and rate policies, as outlined in the Concessions Management Guidelines. The Concessioner must provide Area specific training to all employees.
      - *U.S. Coast Guard Training*. The Concessioner must provide appropriate training related to life-safety and other training as required by the U.S. Coast Guard for all employees prior to duty assignments and working with the public.
      - *On-Island Transportation Training*. Training related to the on-island transportation vehicles must include, but is not limited to, equipment operation, conducting operations to minimize impacts on resources, procedures for handling injured wildlife, proper

communication with passengers, and handling of wheelchairs and other mobility devices.

- *Interpretive and Resource Training.* The Concessioner will provide Service orientation training to all new hires, including an Alcatraz visit with audio tour, bus tour of other Golden Gate National Recreation Area sites, and an Area knowledge module on the Service mission, values, safety, emergency procedures, and security. The Concessioner must provide enhanced interpretive training for all employees who interact with visitors in any capacity. The Concessioner must design interpretive training sessions consistent with the Alcatraz Island Long Range Interpretive Plan. Additionally, the Concessioner must provide expanded interpretive training for employees affiliated with the Park Cruise consistent with the Golden Gate National Recreation Area Long Range Interpretive Plan. The Service shall work with the Concessioner to identify the most relevant information from these Plans, and the final training programs are subject to Service approval. The Concessioner is required to provide its own interpretive training materials.
  - *Bird Sensitivity Training.* The Concessioner must train all island staff regarding bird nesting, which, at a minimum, will include a one-hour Bird Sensitivity Training with the Service's Alcatraz Biologist. The Service must approve any other training materials used by the Concessioner.
  - *First Aid and Automated External Defibrillator ("AED") Training.* At a minimum, at least one crewmember on every vessel must be certified in the use of an AED device and certified in cardiopulmonary resuscitation ("CPR"). Additionally, the Concessioner must ensure there are an adequate number of additional employees with CPR and First Aid certification. Copies of all certificates must be available to the Service upon request.
  - *Accessibility Training.* The Concessioner must provide annual staff training specifically to assist persons with disabilities, including the use of specialized equipment to accommodate hearing impaired visitors making a reservation. The Concessioner must train its employees in the proper operation of any system or vehicle used by the Concessioner to facilitate accessibility for persons with disabilities between the gangway systems and the ferry 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.
  - *Captain and First Officer Training.* The Concessioner will provide training for Captains and First Officers through a partnership with the California State University Maritime Academy.
- (4) *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 **sixty (60) days of the Contract effective date**, and must forward an updated copy to the Service in the event the handbook is revised.

#### **G) Possession of Firearms**

- (1) The Concessioner is responsible for determining how it will interpret and implement federal and state of California firearm possession laws in regard to its visitors. The Concessioner should consult the applicable state attorney general's office with regard to relevant state firearms laws as well as Service Visitor and Resource Protection staff.
- (2) The Concessioner must provide the Service its written policy articulating how it will implement federal and state of California firearm possession laws in regard to its operation for review and approval **within (60) days of the Contract effective date**. The policy should also include a plan for management of public firearm possession in regard to concession activities.
- (3) Concessioner employees may 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. The Service may provide a written response to the Concessioner.

#### **H) Annual Meeting with the Service**

The Concessioner must meet with the Service at least annually to discuss operations and review and update the Operating and Maintenance Plans as needed. The Service may present Service projects potentially affecting the concession operations. The Service and Concessioner must use this meeting to address any important issues that occurred during the year and discuss strategies for resolving these issues.

#### **I) Service Contract Labor Standards and Nondisplacement of Qualified Workers Under Service Contracts**

- (1) The Contract is subject to the provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards (formerly known as the Service Contract Act of 1965, 41 U.S.C. §351 et seq.,) ("Act"), is subject to the labor standards clauses for Federal service contracts exceeding \$2,500 that are attached hereto and incorporated herein in full into the Contract as Attachment 6 to this Operating Plan, and is subject to all other applicable provisions of the Act and regulations the Secretary of Labor issues thereunder (29 C.F.R. Part 4). For the sole and limited purpose of conforming the terms contained in the labor standards clauses of Attachment 6 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 6 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 8 to this Operating Plan.
- (3) The Contract, because it succeeds a contract for performance of the same or similar services (as defined at 29 C.F.R. §9.2) at the same location, also is subject to the provisions of 29 C.F.R. Part 9, the U.S. Department of Labor's rules relating to the administration of Executive Order 13495, "Nondisplacement of Qualified Workers Under Service Contracts", and is subject to the Appendix A to 29 C.F.R. Part 9 contract clause that is attached hereto and incorporated herein as Attachment 7 to this Operating Plan. For the sole and limited purpose of conforming the terms contained in the contract clause of Attachment 7 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 7 to the Contract.

#### **4) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS**

The Concessioner must provide all services in a consistent, environmentally-sensitive, and high quality manner and must operate in accordance with the operating standards as provided on the [NPS Commercial Services website](#) for each specific service type noted below, and further defined by the specific operational performance standards identified throughout this section. The applicable standards specify the minimum operating standards the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exceptions to the service standards. Where there are conflicts between the standards on the Commercial Services public website and the requirements in this Contract (including Exhibits), the Contract requirements (including Exhibits) prevail.

##### **A) Ticketing and Reservations**

- (1) *General.* The Concessioner must provide ticket sales for the Alcatraz ferry, Angel Island Hop, Park Cruise, and any authorized ferry services provided. The Concessioner must provide a central, computerized ticketing and reservations system via telephone, internet, and walk-up purchasing. The Concessioner must make reservations available and accessible to the public without restriction. All ticketing and reservation channels must be transparent, easily navigable, and provide accurate detail to potential visitors. The Concessioner must provide ticket sales as follows

and in accordance with the attachments to this Operating Plan or as otherwise authorized in writing by the Service.

- (a) Reservation Personnel. All reservation and ticketing personnel must be familiar with services available under this Contract and must be able to coordinate reservations for multiple services. The Concessioner must employ approximately 40 call center agents, 3 managers, and 3 supervisors. Should the Concessioner adequately demonstrate the ability of alternative technology to fulfill the service obligations of this Contract, the Service may reconsider the call center staffing requirements. Additionally, almost sixty percent (60%) of call center personnel will be multilingual to meet the demand for such services or the Concessioner will deploy technology to provide for the equivalent level of multilingual capabilities.
  - (b) Alcatraz Orientation Materials. An Alcatraz safety and orientation flyer, as approved by the Service, will be distributed with each sale and be available in English, Spanish, Mandarin, German, Italian, Japanese, and French. The Service may occasionally change or add a language(s).
  - (c) Reservations and Payment. The Concessioner must accept reservations up to ninety (90) days in advance. At the time of the reservation, the Concessioner may collect the full payment for the tickets. Visitors may pay by cash, check, money order, or major credit card.
- (2) Ticketing Services
- (a) Reservation and Ticketing Online and Mobile Platforms. Beginning the effective date of the Contract, the Concessioner must provide a reservation and ticketing system available through an online and mobile platform that meets the following requirements.
    - The online reservation system including the mobile platform, from landing page through the shopping cart, must be available in 20 languages with custom translation for English, Spanish, Mandarin, German, French, Italian, and Japanese.
    - Through active links on the website and social media, visitors must be able to ask questions and get help booking tickets, with rapid personal online response from the Concessioner's call center via email and online chat.
    - The reservation and ticketing system must provide schedule and availability updates and other passenger advisories before and after reservation.
    - Specific to the mobile app, the Concessioner must provide: high speed mobile ticket scanning capability; personalized notifications including notifications concerning transportation, parking, site and queuing orientation in advance of the trip; wayfinding, interpretive information, and virtual tours while at the San Francisco Embarkation Site; Park Cruise specific content (detailed further in this Operating Plan, Section 4(E)(3) below); augmented reality and education games; and a food and beverage app with advance ordering capability for the return trip. The mobile app also must provide the same information as required on the website (see Operating Plan, Section 9(D)(2)(c) below).
    - To avoid unauthorized third-party ticket sales, the Concessioner will implement the use of an artificial intelligence data mining tool to examine each online reservation for legitimacy before acceptance and, if necessary, require additional user validation information.
  - (b) Walk-up Ticket Sales. Walk-up sales at the San Francisco Embarkation Site must be provided seven (7) days per week during normal business hours (at a minimum one (1) hour before and one half (½) hour after scheduled tours).
  - (c) Telephone Ticket Sales. Telephone sales must be provided seven (7) days per week 365 days per year at a minimum from 5:00 a.m. to 7:00 p.m. Pacific Time). The toll-free telephone line must be exclusively for the services provided under this Contract. Visitors waiting on "hold" for telephone ticketing and reservations must wait no longer than five (5) minutes. The Concessioner must provide recorded information including a statement identifying the Concessioner as an authorized Concessioner with the National Park Service. The

- Concessioner must provide telephone service for hearing impaired visitors during the hours of its staffed ticket sales.
- (d) Online Ticket Sales. The Concessioner must provide a web-based system, available twenty-four (24) hours per day and seven (7) days per week, with front-end design that functions on desktop, tablet, and mobile devices and on all major operating systems and web browsers. This web-based system must be exclusively for the services provided under this Contract. The Concessioner must provide a system that allows for print-at-home tickets, in-person ticket pickup, and mobile tickets that can be scanned when boarding. The Concessioner may not pose any restrictions or requirements, other than required for the above-mentioned fraud prevention, on the ability of a visitor to create a reservation, including but not limited to requiring log-ins, creating usernames, or joining clubs or list-serves.
- (e) 24 Hour Voice Response System. The Concessioner must provide a Voice Response System 24 hours per day, to include without limitation: schedules, fares, transit options, directions, parking and other essential information.
- (f) Section 508 of the Rehabilitation Act. The Concessioner must ensure its web-based system meets the minimum requirements of [Section 508 of the Rehabilitation Act](#).
- (g) Required Information. The Concessioner must provide full disclosure of available services and specific rates, including the Audio Tour fee and FLREA Expanded Amenity fee, through all of the permitted ticketing mechanisms. See the Third Party Fee Collection section below for additional information.
- (3) Refund Policy. Unless otherwise approved by the Service, the refund policy must consist of: if cancellation is made seventy-two (72) or more hours in advance of the reservation, the full payment for the tickets will be refunded; if the cancellation is made less than 72 hours in advance of the reservation, the full payment for the tickets may be forfeited unless the tickets are resold by the Concessioner. Rates confirmed by the Concessioner must be honored at the time of visit. Refunds will be processed within fourteen (14) days of cancellation. The Concessioner must also provide refunds as a result of security, safety, or similar closures. Changes to the refund policy must be submitted with rate requests and approved by the Service.
- (4) Third-Party Ticket Sales
- (a) Third-Party Ticket Sales Program. The Concessioner must develop a Third-Party Ticket Sales Program and Monitoring Plan and submit this plan to the Service for review and approval **within (90) days of the Contract effective date**. This plan must include the detailed policies for authorized third party sales as well as monitoring and enforcement procedures the Concessioner will implement to prevent tickets from being obtained or used for distribution or re-sale by any person or entity not so authorized. These procedures and enforcement strategies must address sales through all available outlets and media, including without limitation walk-up, telephone, internet/website. The Concessioner must update the procedures specified in the Third-Party Ticket Sales Monitoring Plan upon request by the Service. The Service has the right to require the Concessioner make specific adjustments to these procedures.
- Third-party entities selling tickets for the Concessioner must sell those tickets at or below the Service-approved maximum rate. The Concessioner must consider any service fee or commission the third-party charges to be part of the rate charged by the third-party entity selling tickets, and must ensure that such rates are at or below the Service-approved maximum rate. Concessioner's agreement with third-party authorized resellers must include detailed reporting and disclosures of prices and fees.
  - Concessioner will conduct its own rotating audits of the authorized third-party resellers and will terminate noncompliant resellers.
  - The Concessioner agrees to use a third party auditor at the request of the Service to evaluate individual sales effectiveness and elimination of third-party sales and

unauthorized sales, and to provide a written report to the Service regarding the results of the evaluation.

- (5) *Unredeemed Tickets and Standby Plan*. The Concessioner must develop an Unredeemed Ticket and Standby Plan and submit this plan to the Service for review and approval **within 60 days of the Contract effective date**. The Concessioner may not oversell ferries to account for unredeemed tickets.

## **B) Third Party Fee Collection**

### (1) *Audio Tour Fee Collection*

- (a) The Concessioner and the Golden Gate National Parks Conservancy ("Parks Conservancy") will have a separate fee collection agreement regarding the collection of the audio tour fee. The Concessioner will not obtain any cost reimbursement, offset, deduction, or service charges as part of that agreement. The Parks Conservancy is responsible for developing, distributing, and managing all other aspects of the audio tour.
  - (b) The Concessioner will offer visitors an option to accept or decline the audio tour when making reservations and purchasing Alcatraz ferry tickets, subject to Service review and approval.
- (2) *Coordination with FLREA Expanded Amenity Fee Collection*. The Service anticipates awarding through a separate process authorized by the Federal Lands Recreation Enhancement Act ("FLREA"), 16 U.S.C. §6801 et seq., a fee management agreement providing for the collection of the expanded amenity fee assessed under FLREA ("FLREA Expanded Amenity Fee"). The Concessioner must furnish to the person or entity authorized by any FLREA fee management agreement to collect FLREA Expanded Amenity Fee sufficient information regarding reservations made under the Contract to facilitate the collection of the FLREA Expanded Amenity Fee.

## **C) Alcatraz Passenger Ferry Service**

### (1) *Alcatraz Day Ferry Service*

- (a) Required Operating Schedule. The Concessioner must provide year-round passenger ferry service from San Francisco Embarkation Site to Alcatraz. The Concessioner must comply with the approved schedule outlined in Attachment 1 to this Operating Plan, unless otherwise approved by the Service in writing.
- (b) Passenger Limits. The Concessioner must not exceed 4,845 passengers per day during the High Season and 3,450 passengers per day during the Low Season. Daily passenger limits translate to an average maximum of approximately 320 passengers per trip.

### (2) *Alcatraz Evening Ferry Service*

- (a) Required Operating Schedule. The Concessioner must provide year-round evening passenger ferry service from San Francisco Embarkation Site to Alcatraz. The Concessioner must comply with the approved schedule outlined in Attachment 2 to this Operating Plan, unless otherwise approved by the Service in writing.
- (b) Passenger Limits. The Concessioner must not exceed 600 evening service passengers per day during the High or Low Season. Daily passenger limits translate to an average maximum of 300 passengers per trip. In addition, the Concessioner must provide evening ferry service for a Behind the Scenes tour for up to 60 additional passengers, with a maximum of 30 passengers on each designated vessel.

## **D) Angel Island Passenger Ferry Service ("Angel Island Hop")**

- (1) *Memorandum of Understanding*. The Concessioner will sign a Memorandum of Understanding ("MOU") with the Service, California State Parks, and other parties which outlines the relationship between all parties related to the Concessioner providing service to Angel Island. The Concessioner is responsible for complying with all terms specified in the MOU.
- (2) *Required Operating Schedule*. The Concessioner must provide seasonal passenger ferry service from the San Francisco Embarkation Site to Angel Island State Park in conjunction with the passenger ferry service to Alcatraz. The Concessioner must provide two (2) tours per day consistent with the approved daily schedule included in the MOU.

- (3) *Passenger Limits*. The Concessioner must not exceed 260 passengers per day or 130 passengers per trip.

#### **E) Park Cruise Service**

- (1) *Operating Schedule*. The Concessioner must provide a 60-minute Park Cruise during the High Season including onboard interpretation of Area sites within the San Francisco Bay. The Park Cruise will serve a maximum of 45,000 passengers in the first and second year of the Contract; 46,125 passengers in the third year of the Contract; 47,278 passengers in the fourth year of the Contract; 48,460 passengers in the fifth year of the Contract; and 90,000 passengers annually thereafter, with a maximum of 450 Park Cruises per year and maximum capacity of 300 passengers per sailing. The Concessioner may offer Park Cruises longer than 60 minutes, if approved by the Service. The Concessioner must develop the daily cruise schedule, including departure times, and submit the schedule for review and approval by the Service within **thirty (30) days of Contract effective date**.
- (2) *Park Cruise Route*. The Park Cruise will consist of a route that departs from San Francisco Embarkation Site and provides visual access to Area sites within the San Francisco Bay. The route must travel by and feature NPS sites to the west of San Francisco Embarkation Site, including but not limited to, Crissy Field, Fort Point, the Marin Headlands, Fort Baker, Alcatraz Island, traversing waters within Service jurisdiction wherever possible. This route will be approximately 8.0 nautical miles in length.
- (3) *Onboard Interpretive Services*. The Concessioner must develop and use an onboard interpretive program focusing on Area and other interpretive sites and resources within San Francisco Bay.
  - (a) The interpretive medium the Concessioner must use to provide onboard interpretive services concerning the sites identified above includes a minimum 45-minute recorded narrative interpretive program available in 20 languages, audio-described, Braille, foreign language Braille in the seven custom translated languages, large font type transcriptions, and via an assisted listening audio. All languages must be translated by professionals speaking their native language. The Concessioner must provide the recorded interpretive narrative program in all formats that can be provided via the mobile app, free of charge to visitors on board the Park Cruise. The Concessioner must provide a live opening by the First Officer or similar crew member.
  - (b) The interpretive themes may include, but are not limited to, maritime history, military history, Bay ecology, marine and coastal wildlife, endangered species, and adaptive reuse / modern partnerships and recreational opportunities within the Area. The Concessioner must provide its draft interpretive content to the Service for review and approval within **sixty (60) days of Contract effective date** and must implement the onboard interpretive services no later than **sixty (60) days after Service approval of the interpretive content**.
  - (c) Concessioner must install the following: twelve (12) interactive display pads, providing information about the Area and the Park Cruise route; an interactive touch table on each deck of the Park Cruise vessel with interactive maps of the Area including destinations and history; and one (1) large touchscreen digital display on the interior atrium deck of the Park Cruise vessel for use during interpretive talks and/or presentations.
- (4) *Wayfinding, Maps, Displays*. The Park Cruise vessel must include wayfinding signage, printed Park Cruise route maps including viewpoint locations, environmental and wildlife displays, tactile wall exhibits, historical photos, binoculars, a 6' x 4' 3D accessible tactile model of the Area, and Alcatraz artifacts. The Concessioner will provide printed maps of the Park Cruise route and viewpoint locations.

#### **F) Ferry Charter Transportation Service**

- (1) *General*. The Concessioner must provide passenger ferry charter transportation for visitors attending special events on Alcatraz and is authorized, subject to Service review and approval and in accordance with the Final Environmental Impact Statement and Record of Decision, and any additional compliance as appropriate, to provide charter transportation to NPS destinations other than Alcatraz. The Service is responsible for permitting and managing special event bookings on Alcatraz and any other park destination. For all charters, the primary associated



- service provided by the Concessioner must be passenger ferry transportation. Additional services onboard, such as expanded food & beverage services (e.g., buffet or table service), entertainment or other services, must be approved by the Service. Any and all amounts received or realized by, or accruing to, the Concessioner from all sales of all services provided on board the chartered vessels, on Alcatraz Island, or at any other destination shall be included in the Concessioner’s gross receipts, as that term is defined in Section 2(i) of the Contract, and are subject to the Franchise Fee described in Section 11 of the Contract.
- (2) *Service Approval and Permitting.* All requests for charters and special events will be immediately referred to the Area’s Office of Special Park Uses, which will coordinate the Service’s review and any subsequent approvals of these requests. No such charters and events may take place without the prior written approval of the Office of Special Park Uses.
  - (3) *Minimum Requirements*
    - (a) The Concessioner must have specific staff fully qualified in charter sales and all aspects of charter and special event operations. Charter staff will coordinate with the Office of Special Park Uses to provide special event transportation and services to Alcatraz or other destinations. The staff will also closely coordinate with all entities involved in planning and implementing the special events on Alcatraz or other destinations. If applicable, the Concessioner’s charter staff will arrange for all food and beverage services on vessels and ensure sustainable and recyclable products are used to the greatest extent possible. The Concessioner may provide transportation of special event and charter supplies (foods and materials) and associated staff on any normal daily boat runs, provided such activities do not interfere with regular operations or displace paying passengers.
    - (b) The Concessioner must ensure that on-island transportation vehicle(s) will be available and operational if required for all special events and charters on Alcatraz.
    - (c) All media contacts and press releases regarding charters and special events must be coordinated with and receive prior approval by the Services’ Public Affairs department.

**G) Food and Beverage Service**

- (1) *Minimum Operational Standards.* The Concessioner must provide food and beverage service in accordance with the description of Quick Service Food and Beverage classification. The food and beverage standards are included in the Water Ferry Transportation Standards (10-FER). This information is found on the National Park Service Commercial Services website (link above) and the Healthy and Sustainable Food Standards and Guidelines. Additional food and beverage standards are outlined below.
- (2) *Exemptions from or Additions to Food and Beverage Standards.* Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
75	Guards	Exemption	No food prep on vessels.
86	Alcohol	Addition	Additional minimum requirements regarding alcohol sales noted below.

- (3) *Menus.* The Concessioner must submit snack bar menus annually by **October 1** for approval. All menus must maintain a price range that accommodates the general range of Area visitors. The Concessioner must follow the Service Core Menu Guidelines, and will offer healthy and environmentally sustainable food options. Menu selection must provide a range of options, including vegetarian, heart healthy, light eaters, and children’s items.
- (4) *Certifications.* The Concessioner must employ at least one full-time certified food safety manager, whose certification is from an accredited agency in compliance with the U.S. Food and Drug Administration Food Code, and one full-time manager that has attended a liquor law training program in accordance with the State of California Alcoholic Beverage Control Act. Any employee serving food must hold a current food safety certification as required by state, county,

or the local health department. Any employee involved with the sale of alcoholic beverages must be trained in compliance with Applicable Laws.

- (5) *Alcohol Sales*
- (a) The Concessioner may only sell alcoholic beverages on the return trip from Alcatraz, during the Park Cruise, and on charter ferries for special events if consistent with the permitted event conditions.
  - (b) The Concessioner must comply with all state and county laws and regulations, including the State of California Alcoholic Beverage Control Act.
  - (c) No promotional activities will feature alcohol beverages (i.e. 'happy hours,' two-for-one sales, etc.).

#### **H) On-Island Transportation**

- (1) The Concessioner must use the on-island transportation vehicles assigned under the Contract to the Concessioner to provide transportation for persons with disabilities and other visitors between the Alcatraz dock and the accessible cell house entrance at Eagle Plaza.
  - (a) On-island transportation must be available for all regularly scheduled ferry arrivals as well as for charter transportation for permitted events.
  - (b) On-island transportation shall be available as needed for special interpretive programs or exhibits.
- (2) The Concessioner must provide all vehicle users with a schedule of return departure times from Eagle Plaza. The Concessioner must ensure that no vehicle user is stranded at the cell house when the last tram of the day leaves Eagle Plaza.

#### **I) Interpretive Services**

- (1) *Interpretive Plan*. The Concessioner must submit a written Interpretive Plan to the Service outlining personal and non-personal services, and the interpretive programs and techniques the Concessioner will implement to educate visitors about the National Park Service mission, Alcatraz and Area significance, and environmental programs or initiatives implemented by the Concessioner. The Interpretive Plan must be consistent with the Alcatraz Island Long Range Interpretive Plan and the Concessioner must use the Interpretive Plan to implement its interpretive program. Interpretive maps, brochures and exhibits will be prominently displayed at locations within the vessels and at the San Francisco Embarkation Site. The Concessioner must explore a wide variety of methods to convey interpretive messages to visitors on Area related themes and topics such as resource protection, appreciation of Area values and Service goals, and other Area and Service sites.
  - (a) At a minimum the interpretive program will include: interpretive exhibits and information integrated within the San Francisco Embarkation Site, in the on-island queuing area and on all vessels; identification of strong public outreach and education plan, including outreach channels; and, information about other local Service destinations.
  - (b) At a minimum the interpretive topics will include: awareness displays describing water protection and conservation objectives and tactics, engage visitors to understand and join in achieving goals, suggest guidelines about how visitors can continue these practices personally; information regarding the water ecosystems of the Bay, Alcatraz and Angel Islands, and the shore, and the importance of protecting them.
  - (c) Concessioner must provide a wall map or similar interpretive element that identifies the sources of regional foods and ingredients used in providing food and beverage on the vessels, explaining the sustainable advantage of buying local.
- (2) *Service Review and Approval*. The Area's Division of Interpretation and Education is available to advise and assist the Concessioner in the development of an interpretive program that encompasses all of these efforts. The Concessioner must submit its Interpretive Plan and interpretive materials for Service approval.

#### **J) Other Passenger Ferry Service (Authorized Service)**

- (1) *General.* The Concessioner is authorized to provide passenger ferry service from the San Francisco Embarkation Site to Rosie the Riveter WWII Homefront National Historical Park and to Fort Baker, subject to Service review and approval and in accordance with the Final Environmental Impact Statement and Record of Decision, and any additional compliance as appropriate. The Concessioner will only be able to provide services to either location when appropriate landing facilities are available at each location. When these landing facilities are in place, and if the Concessioner chooses to provide this Authorized Service, the Service and Concessioner will develop minimum operating standards for each service. All other operating standards (e.g. ticketing and reservations, etc.) applicable to this Authorized Service are outlined throughout this Operating Plan.

**K) Souvenir Photography (Authorized Service)**

- (1) If provided, the souvenir photographs must be taken onboard the vessels and may not interfere with the queuing of passengers, boarding of vessels, or any safety or security procedures associated with operations under this Contract. The sale of these souvenir photographs may either be provided through digital means (e.g. online sales site), on the vessels, or a combination of both. If the Concessioner proposes to use space on the vessels for the sale of photographs, the operation must be minimal and is subject to Service approval.
- (2) The Concessioner may not require or pressure visitors to be photographed or to purchase souvenir photographs.
- (3) The Concessioner must provide an environmentally sustainable service to the greatest extent practicable (e.g. digital proofs, online site for viewing and purchase, etc.).
- (4) Prior to offering this service, the Concessioner must develop specific operating procedures and submit them to them to the Service for approval.

**5) ENVIRONMENTAL MANAGEMENT PROGRAM**

The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners, found on the [NPS Commercial Services website](#). The plan must be updated annually. Further environmental specifications and requirements are found throughout this Operating Plan and in Exhibit H (Maintenance Plan) to this Contract.

**A) Implementation of International Organization for Standardization (ISO) Systems and Other Certifications**

The Concessioner must obtain no later than the first anniversary of the Contract effective date (unless otherwise noted below), and maintain throughout the term of the Contract, the following certifications and will provide documentation of its compliance with these requirements to the Service upon request.

- (1) ISO 9001 Quality Management System
- (2) ISO 14001 Environmental Management System, Certified Green Procurement program
- (3) ISO 14065 Greenhouse Gas
- (4) ISO 18001/45001 Occupational Health and Safety Management
- (5) ISO 22000 Food Safety Management System and ISO 26000 Social Responsibility (no later than the third anniversary of the Contract effective date)
- (6) ISO 26000 Social Responsibility
- (7) EPA WasteWise Certification
- (8) Green Power Partnership certification
- (9) Green Business Council Institute TRUE Zero Waste Certification
- (10) Green Restaurant Certification

**B) San Francisco Embarkation Site**

- (1) *Environmental Goals.* The Concessioner must complete analysis for electrical consumption, natural gas consumption, solid waste reduction, and sustainable food sourcing no later than the first anniversary of the Contract effective date as a baseline for the following commitments.

Electrical Consumption Reduction	Natural Gas Consumption Reduction	Solid Waste Reduction	Sustainable Food Sourcing
<i>San Francisco Embarkation Site (note: this excludes electrical consumption related to the vessels)</i>	<i>Entire operation</i>	<i>Entire operation</i>	<i>Organic ingredients from local (w/in 50 miles) sources</i>
By the third anniversary, 30% reduction from the baseline	By the third anniversary, 30% reduction from the baseline	By the first anniversary, 98% diversion rate	By the first anniversary, 40% of all ingredients are organic and from local sources
By the eighth anniversary, 20% reduction from the prior goal	By the eighth anniversary, 20% reduction from the prior goal	Annually on the Contract anniversary, a 2% increase in compost diversion from the prior year	By third anniversary, 50% of all ingredients are organic and from local sources
By the thirteenth anniversary, 10% reduction from the prior goal	By the thirteenth anniversary, 10% reduction from the prior goal		By the eighth, 60% of all ingredients are organic and from local sources
			By the thirteenth anniversary, 70% of all ingredients are organic and from local sources

**C) Other Environmental Requirements**

- (1) The Concessioner must implement the following elements **within sixty (60) days of the Contract effective date** and continue them throughout the term of the Contract, unless otherwise noted:
- (a) All HVAC systems and thermostats will have timer cycle controls.
  - (b) Provide a water bottle refilling station on the required vessels and at the San Francisco Embarkation Site.
  - (c) Use only BPI-certified compostable: utensils, plates, straws (on demand only), cups, lids, wrappers, containers, and napkins. If permitted to sell plastic water bottles, the Concessioner must ensure only biodegradable water bottles are sold.
  - (d) Install high efficiency ice machines **no later than the third anniversary of the Contract effective date.**
  - (e) Complete **no later than the third anniversary of the Contract effective date** a second party auditing and verification provided by DNV GL Maritime Verified Audit of 92% - 96% Landfill Diversion (or similarly qualified auditing/verification firm).

**6) RISK MANAGEMENT PROGRAM**

**A) Risk Management Plan**

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Plan that is in accordance with the Occupational Safety and Health Act and Director’s Order #50B, Occupational Safety and Health Program and the Service Risk Management Program Standards for Concessioners, found on the [NPS Commercial Services website](#) under Concessioner Tools. The Concessioner must submit an initial Risk Management Plan to the Service within **120 days of the Contract effective date** and no later than **February 1** annually thereafter. The Concessioner must update its Risk Management Plan to ensure compliance with Applicable Laws and to respond to feedback provided by the Service.

**B) Alcatraz Island Evacuation Plan**

The Concessioner must develop an Alcatraz Island Evacuation Plan describing the steps taken to evacuate Alcatraz Island in coordination with the Service in the event of an emergency. The Alcatraz Island Evacuation Plan must be submitted to the Service for review and approval within **120 days of the Contract effective date** and submitted annually thereafter no later than **February 1**.

**C) Emergency Response**

The Concessioner must provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with 29 CFR 1910.1200. These include an Emergency Action Plan, Emergency Response Plan, and may include a Spill Prevention Control and Countermeasure Plan ("SPCC"). The Concessioner must include these stand-alone plans as key parts of the Concessioner's Risk Management and Environmental Management Programs. The Concessioner must provide and maintain emergency response equipment as appropriate. The Concessioner must provide these plans to the Service, upon request.

**7) PROTECTION AND EMERGENCY SERVICES****A) Law Enforcement and Security**

- (1) *Law Enforcement Jurisdiction*
  - (a) The Service is responsible for all law enforcement on Alcatraz Island and extending out 300 yards from the mean low tide line.
  - (b) The U.S. Coast Guard has jurisdiction on all navigable waters.
  - (c) The San Francisco Police Department has jurisdiction in the City of San Francisco.
- (2) *Concessioner Responsibilities*. 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 or to carry firearms on duty.
  - (a) The Concessioner must secure buildings, equipment and facilities, specifically including the Concession Facilities, under its control.
  - (b) The Concessioner must immediately report to the Service any observed violations of the law.
  - (c) The Concessioner must inform the Service immediately of any correspondence with the U.S. Coast Guard or the San Francisco Police Department related to emergencies or other reports.
  - (d) The Concessioner must work collaboratively with all jurisdictions to ensure ongoing safety of Alcatraz visitors and all employees departing from the San Francisco Embarkation Site.

**B) Structural Fire Protection**

- (1) *Primary Responsibilities*. Fire protection will be provided jointly by the Service, the City of San Francisco, and the Concessioner, with primary responsibility lying with the City of San Francisco. The Concessioner has the responsibility to ensure that all Concession Facilities, related support facilities, and personal property (including vessels) meet fire and life safety codes.
  - (a) The Service's fire department inspection staff is responsible for all fire inspections within the Concession Facilities and Area and establishes occupancy loads for public assembly areas and enforces those standards.
  - (b) The U.S Coast Guard is responsible for inspection of vessels.
  - (c) The Concessioner is responsible for reporting all structural and vessel fires immediately (even if the fire has been extinguished) to the Area's Communication Center (Emergency 415-561-5656).
- (2) *Concessioner Responsibilities*. The Concessioner must ensure Concession Facilities meet Federal, State, and Local codes and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, including, but without limitation, National Fire Protection Association standards and National Park Service Resource Manual 58 (RM-58) where feasible.

- (a) The Concessioner is responsible for ensuring vessels in its fleet meet Applicable Laws and fire detection and appropriate suppression equipment are installed, operated, and maintained in accordance with applicable standards and U.S. Coast Guard requirements. For Concession Facilities, in the event of any conflict among codes, the more stringent will apply, as determined by the Service.
- (b) The Concessioner must comply with the Service Fire Suppression and Alarm System Control Program.

### **C) Emergencies**

- (1) *Reporting.* For all emergencies or injuries sustained at the Concession Facilities and on-board any vessel, the Concessioner must immediately use "911" reporting procedures. The Concessioner must also contact the Area's Communication Center (Emergency 415-561-5656) and the Business Management Division, to report the incident immediately after notifying 911. Concession employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information (e.g. call back number at location). For on-board emergencies, the vessel captain must be able to contact the U.S. Coast Guard and keep passengers informed of the situation and what actions are being taken.
- (2) *Concessioner Responsibilities.* The Concessioner must supply a minimum of four (4) names and phone numbers for emergency contact points who will be called in the event of a fire, intrusion, or other emergency. The Concessioner must provide at least one (1) automated external defibrillator ("AED") onboard each vessel.

## **8) UTILITY RESPONSIBILITIES**

### **A) Concessioner**

- (1) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider. The Concessioner must purchase green power from its power provider, if available.
- (2) The Concessioner must contract with independent suppliers to provide utility services including water, wastewater, electricity, phone, internet, propane, solid waste, and recyclables removal. The Concessioner must provide prompt payment for these services.

## **9) 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  
Golden Gate National Recreation Area  
Fort Mason, Building 201  
San Francisco, CA 94123

This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition, or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both."

### **B) Public Statements**

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

**C) Use of the National Park Service Authorized Concessioner Mark**

- (1) *Guidelines.* The Service has an approved National Park Service Authorized Concessioner Mark ("Mark") which 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." The Concessioner must comply with the guidelines for use of the Mark as provided on the [NPS Commercial Services website](#) under Concessioner Tools.

**D) Annual Outreach Plan and Promotional Material**

- (1) *Annual Outreach Plan.* The Concessioner must develop and submit for Service approval an Annual Outreach Plan that identifies strategies for outreach to diverse local, national and international audiences, with an emphasis on the Park Cruise service, and visitation during the Low Season. The Plan must include, at a minimum, branding, marketing channels, approach to integrating interpretive themes and materials throughout all stages of visitor booking and contact, and accessibility provisions for visitors with disabilities. The Concessioner must submit the initial plan **within 120 days of the Contract effective date** and by **January 1** thereafter.
- (2) *Promotional Material*
  - (a) General. The Concessioner may only distribute promotional material related to services required and authorized by the Contract or services and facilities within the Area. The Concessioner must publish all advertisements and promotional material in the most environmentally friendly manner.
  - (b) Approval. The Concessioner must submit to the Service any new or updated promotional and public information material, including website information, for review and approval **at least 30 days prior to projected use or publication**. 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 in advance to establish specific timeframes for each project.
  - (c) Website. The Concessioner's website must feature mobile-responsive design. The Concessioner must display the Mark prominently and include the name of the Area and the National Park Service as keywords, H1 or H2 headers, on its main page and home page for Search Engine Optimization. The website must include an active link the National Park Service Golden Gate National Recreation Area website's main page concerning [Alcatraz Island](#). The Concessioner must provide accurate, up to date information to the Service in order to provide links between the Service website to the Concessioner's website. The website must also provide the following information, at a minimum.
    - Directions to the Alcatraz Ferry Embarkation Facilities;
    - Reservation information for, and information concerning visitation access by persons with disabilities;
    - Information on languages available for the Conservancy audio tour;
    - Instructions for how to opt out of the Conservancy audio tour at embarkation or on-island (to be provided by the Service);
    - Interpretive information that addresses Alcatraz history and experience; resource preservation/protection including sustainability, conservation, and resource protection goals and strategies; and information/access to other Area properties and activities of the Service and the Concessioner.
  - (d) Social Media Postings, Comments, Photos, and Other Content. Social Media content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, Concessioner or the nearby communities does not require pre-approval by the Service. The Service may review other social media

content for appropriateness and accuracy. The Concessioner must monitor social media pages on a regular basis. The Concessioner must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery.

(3) *Statements*

- (a) Authorization. Advertisements must include a statement that the National Park Service and Department of the Interior authorize the Concessioner to serve the public within Golden Gate National Recreation Area.
- (b) Equal Opportunity. The Concessioner must include an equal opportunity employer statement in any employment advertising in accordance with the Contract, Exhibit C (Nondiscrimination).

## **10) VOLUNTEERS IN PARKS PROGRAM**

The Concessioner is encouraged to permit its employees to participate in the Service's "Volunteers-In-Parks" ("VIP") program. Additional information regarding the program and how to participate is available on the [National Park Service public website](#).

## **11) REPORTING REQUIREMENTS**

### **A) Concessioner Operational Reports**

- (1) *Management Listing*. The local General Manager must provide the Service with a list identifying key concession management and supervisory personnel by department including job titles, and office and emergency phone numbers, by **February 1** of each year, and when any significant revisions are made.
- (2) *Incident Reports*
  - (a) The Concessioner must report 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) The Concessioner must report any other incident resulting in personal injury requiring more than minor first aid treatment, or property damage exceeding \$500 as soon as possible.
  - (c) The Concessioner must report 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 involving employees or visitors, to the Service. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.
- (4) *Spills*. The Concessioner must immediately report hazardous materials spills as required by Federal, State, and local rules and regulations. At a minimum, spills must be reported to the Service Dispatch, National Response Center, California Office of Emergency Services, and the Port of San Francisco.
- (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 provide all operational statistics in a monthly Concessioner Operational Report to the Service **no later than the 15th day of the following month** and provide an annual summary report to the Service due by **February 1**. The Concessioner must provide the following data in a concise electronic spreadsheet form.

- (1) *Alcatraz Passenger Ferry and Park Cruise Operations*



- (a) Number of passengers boarded and tickets sold for each sail on each day of the month, provided separately for:
  - Alcatraz Passenger Ferry Service: day and evening service
  - Angel Island Hop Passenger Ferry Service
  - Park Cruise Service
  - Charter trips (provide number of charter trips, ridership, services provided, and revenue generated by service department)
- (b) Aggregated number of monthly passengers and tickets by departure time, broken down by rate class, and with separate ridership breakdowns for different service types (Alcatraz day and evening service, Angel Island Hop, Park Cruise, and charters).
- (c) Number of passengers receiving rate discounts, broken down by discount category and corresponding rate applied.
- (d) Monthly prevailing rates for all passenger classes.
- (e) Monthly summary of third-party ticket resellers and number of tickets provided through each seller.
- (f) Number of complimentary tickets issued by month, broken down by category.
- (g) Number of unredeemed Alcatraz ferry tickets sold by month.
- (h) Number of trips canceled and explanation(s) for cancellation(s).
- (i) Number of injuries or incidents involving visitors or staff, broken down by category and description of incident.
- (2) *Food and Beverage*. Provide the following data separately for the Alcatraz Ferry, Park Cruise, and Charter services.
  - (a) Number of food and beverage transactions
  - (b) Monthly revenues and average check
- (3) *Souvenir Photography (if offered)*
  - (a) Number of monthly transactions
  - (b) Monthly revenues and average transaction amount

**C) Concessioner Financial Reports**

In addition to the Annual Financial Report (“AFR”) required in the Contract, the Concessioner must report on the franchise fee deposits made from the preceding month **no later than the 15<sup>th</sup> of the following month**. Reporting documentation must include a copy of the electronic confirmation identifying the account and the amount transferred. The Concessioner must provide the Service an AFR **within 120 days** after the conclusion of the Concessioner’s fiscal year. The Concessioner must consult with the Area’s Chief, Business Management Division, to identify the specific categories it is required to include within its AFR.

**12) SUMMARY OF INITIAL AND RECURRING DUE DATES**

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner.

Title	Schedule	Due Date(s)
Concessioner Contact Information List	Initial / As Updated	On or before Contract effective date; when updated
Proposed Schedule and Schedule Changes	Annual / As Needed	November 1; 30 days in advance
Annual Rate Changes	Annual / As Needed	October 1; 90 days in advance

<b>Title</b>	<b>Schedule</b>	<b>Due Date(s)</b>
Discounted Rates	As Needed	90 days in advance
Community Ticket Program / Over the Count Tickets	Initial	90 days of Contract effective date
U.S. Coast Guard Inspections Report	As Conducted	Within 48 hours of completion
Visitor Comments / Complaints	As Received	Within 10 business days of receipt
Quarterly Customer Satisfaction Data	Quarterly	Within 15 days of end of quarter
Employee Handbook	Initial / As Needed	60 days of Contract effective date
Implementation of Firearms Possession Laws	Initial	60 days of Contract effective date
Third-Party Ticket Sales Program and Monitoring Plan	Initial / As Needed	90 days of Contract effective date
Unredeemed Ticket and Standby Plan	Initial	60 days of Contract effective date
Park Cruise Operating Schedule	Initial	30 days of Contract effective date
Park Cruise Onboard Interpretive Service Content	Initial	60 days of Contract effective date
Park Cruise Onboard Interpretive Service Implementation	Initial	120 days of Contract effective date
Minimum Vessel Design Requirements	Initial	As of the Contract effective date
Minimum Vessel Interior Cabin Space Requirements	Initial	As of the Contract effective date
Environmental Protection Agency Vessel Permits	Initial / As Needed	Within 12 months of Contract effective date; within 12 months of new vessel entering service
Risk Management Plan	Initial / Annual	120 day of Contract effective date; February 1
Alcatraz Island Evaluation Plan	Initial / Annual	120 days of Contract effective date; February 1
Annual Outreach Plan	Initial / Annual	120 days of Contract effective date; January 1
Management Listing	Annual	February 1
Survey and Visitor Response Data	Upon Receipt	Within 14 days of receipt
Concessioner Operational Report	Monthly / Annually	No later than the 15 <sup>th</sup> of the following month; February 1
Franchise Fee Deposit Report	Monthly	No later than the 15 <sup>th</sup> of the following month
Annual Financial Report	Annually	Within 120 day of fiscal year

Effective: November 1, 2019



**ATTACHMENT 1****ALCATRAZ AND ANGEL ISLAND HOP PASSENGER FERRY DAY SERVICE SCHEDULE***High Season (mid-March through October 31)*

<b>Boat</b>	<b>Depart San Francisco Embarkation Site</b>	<b>Arrive Alcatraz Island</b>	<b>Max Total Tickets</b>	<b>Depart Alcatraz Island</b>	<b>Arrive San Francisco Embarkation Site</b>
<b>Vessel 1</b>	8:20 AM	8:35 AM	Staff	8:40 AM	8:55 AM
<b>Vessel 2</b>	8:45 AM	9:00 AM	350	9:05 AM	9:20 AM
<b>Vessel 1</b>	9:10 AM	9:25 AM	350	9:30 AM	9:45 AM
<b>Vessel 2<sup>1</sup></b>	9:30 AM	9:45 AM	320 / 185 <sup>2</sup>	10:00 AM	10:15 AM
<b>Vessel 1</b>	10:00 AM	10:15 AM	315	10:30 AM	10:45 AM
<b>Vessel 2</b>	10:30 AM	10:45 AM	315	11:00 AM	11:15 AM
<b>Vessel 1</b>	11:00 AM	11:15 AM	315	11:30 AM	11:45 AM
<b>Vessel 2</b>	11:30 AM	11:45 AM	330	12:00 PM	12:15 PM
<b>Vessel 1</b>	12:00 PM	12:15 PM	320	12:30 PM	12:45 PM
<b>Vessel 2</b>	12:30 PM	12:45 PM	320	1:00 PM	1:15 PM
<b>Vessel 1</b>	1:00 PM	1:15 PM	320	1:30 PM	1:45 PM
<b>Vessel 2</b>	1:30 PM	1:45 PM	350	2:00 PM	2:15 PM
<b>Vessel 1</b>	2:10 PM	2:25 PM	350	2:40 PM	2:55 PM
<b>Vessel 2</b>	2:40 PM	2:55 PM	320	3:10 PM	3:25 PM
<b>Vessel 1</b>	3:20 PM	3:35 PM	305	3:50 PM	4:05 PM
<b>Vessel 2</b>	3:50 PM	4:05 PM	265	4:20 PM	4:35 PM
<b>Vessel 1 DH<sup>3</sup></b>	4:20 PM	4:35 PM	--	4:50 PM	5:05 PM
<b>Vessel 2 DH<sup>3</sup></b>	4:50 PM	5:05 PM	--	5:20 PM	5:35 PM
<b>Vessel 2 DH<sup>3</sup></b>	5:55 PM	6:15 PM	--	6:35 PM	6:50 PM

**Maximum Tickets / Passengers: 4,845 on days without Angel Island Hop Service  
4,710 on days with Angel Island Hop Service**

<sup>1</sup> On days when Island Hop is **NOT** running, the 9:30 a.m. boat is used to transport passengers solely to Alcatraz. On days when Island Hop **IS** running, the 9:30 a.m. boat is used to transport passengers to both Alcatraz and Angel Island. Refer to the Island Hop schedule below.

<sup>2</sup> On days when Island Hop is **NOT** running, maximum total tickets is 320; on days when Island Hop **IS** running, maximum total tickets is 185 for Alcatraz and 130 for Island Hop.

<sup>3</sup> DH indicates runs with empty boats ("Dead Heads"). These Dead Heads are used to provide passenger service for the Behind the Scenes Tours and Evening service when offered.

**ATTACHMENT 1 (con't)**

**ANGEL ISLAND HOP<sup>4</sup> PASSENGER FERRY DAY SERVICE SCHEDULE**

*High Season (mid-March through October 31)*

<b>Boat</b>	<b>Depart San Francisco Embarkation Site</b>	<b>Arrive Alcatraz Island</b>	<b>Max Total Tickets</b>	<b>Depart Alcatraz Island</b>	<b>Arrive San Francisco Embarkation Site</b>	<b>Arrive Angel Island</b>	<b>Depart Angel Island</b>
<b>Island Hop Group 1</b>	9:30 AM	9:45 AM [offload]	130	10:00 AM	10:15 AM	--	--
<b>Island Hop Group 2</b>	9:40 AM	10:00 AM [no offload]	130	10:00 AM	--	10:30 AM [offload]	10:45 AM
<b>Island Hop Group 1 &amp; 2</b>	--	12:05 PM [pickup Group 1]		12:15 PM [Group 1]	--	12:45 PM [offload Group 1]	1:00 PM [pickup Group 2]
<b>Island Hop Group 1 &amp; 2</b>	--	1:30 PM [offload Group 2]		1:45 PM DH	--	2:15 PM DH	2:40 PM [last pickup ALL]
<b>Island Hop Group 1 &amp; 2</b>	--	--		--	3:15 PM [offload ALL]	--	--

**Maximum Tickets / Passengers: 260**

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<sup>4</sup> Angel Island Hop service is operated seasonally and only on certain days; refer to the Angel Island Hop Memorandum of Understanding for a complete operating schedule.

**ATTACHMENT 1 (con't)****ALCATRAZ AND ANGEL ISLAND HOP PASSENGER FERRY DAY SERVICE SCHEDULE***Low Season (November 1 through mid-March)*

<b>Boat</b>	<b>Depart San Francisco Embarkation Site</b>	<b>Arrive Alcatraz Island</b>	<b>Max Total Tickets</b>	<b>Depart Alcatraz Island</b>	<b>Arrive San Francisco Embarkation Site</b>
<b>Vessel 1</b>	8:20 AM	8:35 AM	Staff	8:40 AM	8:55 AM
<b>Vessel 2</b>	8:45 AM	9:00 AM	290	9:05 AM	9:20 AM
<b>Vessel 1</b>	9:10 AM	9:25 AM	320	9:35 AM	9:50 AM
<b>Vessel 2</b>	9:30 AM	9:45 AM	320	9:55 AM	10:10 AM
<b>Vessel 1</b>	10:00 AM	10:15 AM	320	10:30 AM	10:45 AM
<b>Vessel 2</b>	10:30 AM	10:45 AM	320	11:00 AM	11:15 AM
<b>Vessel 1</b>	11:00 AM	11:15 AM	320	11:30 AM	11:45 AM
<b>Vessel 2</b>	11:30 AM	11:45 AM	320	12:00 PM	12:15 PM
<b>Vessel 1</b>	12:00 PM	12:15 PM	320	12:30 PM	12:45 PM
<b>Vessel 2</b>	12:30 PM	12:45 PM	320	1:00 PM	1:10 PM
<b>Vessel 1</b>	1:05 PM	1:20 PM	300	1:35 PM	1:50 PM
<b>Vessel 2</b>	1:35 PM	1:50 PM	300	2:05 PM	2:20 PM
<b>Vessel 1 DH<sup>5</sup></b>	2:10 PM	2:25 PM	--	2:50 PM	3:05 PM
<b>Vessel 2 DH<sup>5</sup></b>	2:40 PM	2:55 PM	--	3:10 PM	3:25 PM
<b>Vessel 1 DH</b>	3:20 PM	3:35 PM	--	3:50 PM	4:05 PM

**Maximum Tickets / Passengers: 3,450**


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<sup>5</sup> The first and second Dead Head ("DH") of the afternoon also serve to provide passenger service for the Behind the Scenes and Evening Service on days when these are offered (see schedules included in Attachment 2).

**ATTACHMENT 2**

**ALCATRAZ PASSENGER FERRY EVENING SERVICE AND BEHIND THE SCENES TOUR SCHEDULE**

*High Season (mid-March through October 31)*

**Behind the Scenes Tour**

<b>Boat</b>	<b>Depart San Francisco Embarkation Site</b>	<b>Arrive Alcatraz Island</b>	<b>Max Total Tickets</b>	<b>Depart Alcatraz Island</b>	<b>Arrive San Francisco Embarkation Site</b>
<b>Vessel 1</b>	4:20 PM	4:35 PM	30	4:50 PM	5:05 PM
<b>Vessel 2</b>	4:50 PM	5:05 PM	30	5:20 PM	5:35 PM
<b>Vessel 2 DH</b>	5:25 PM	5:40 PM	--	6:00 PM	6:15 PM

**Maximum Tickets / Passengers: 60**

Behind the Scenes Tours are offered as follows: Concessioner must provide ferry service for a "Behind the Scenes" tour for up to 60 additional passengers year-round on days the evening service is offered. This is in addition to the regular evening service maximum ticket total.

**Evening Service<sup>6</sup>**

<b>Boat</b>	<b>Depart San Francisco Embarkation Site</b>	<b>Arrive Alcatraz Island</b>	<b>Max Total Tickets</b>	<b>Depart Alcatraz Island</b>	<b>Arrive San Francisco Embarkation Site</b>
<b>Vessel 2</b>	5:55 PM	6:15 PM	300	6:35 PM	6:50 PM
<b>Vessel 1</b>	6:30 PM	6:50 PM	300	8:45 PM	9:00 PM
<b>Vessel 1 DH</b>	9:05 PM	9:20 PM	--	9:30 PM	9:45 PM

**Maximum Tickets / Passengers: 600**

Alcatraz evening service during the High Season is offered as follows: Concessioner must provide two (2) round-trips per evening, five (5) days per week.

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<sup>6</sup> Evening service is not offered every day of the week.

**ATTACHMENT 2 (con't)****ALCATRAZ PASSENGER FERRY EVENING SERVICE AND BEHIND THE SCENES TOUR SCHEDULE**

*Low Season (November 1 through mid-March)*

**Behind the Scenes Tour**

<b>Boat</b>	<b>Depart San Francisco Embarkation Site</b>	<b>Arrive Alcatraz Island</b>	<b>Max Total Tickets</b>	<b>Depart Alcatraz Island</b>	<b>Arrive San Francisco Embarkation Site</b>
<b>Vessel 1</b>	2:10 PM	2:25 PM	30	2:50 PM	3:05 PM
<b>Vessel 2</b>	2:40 PM	2:55 PM	30	3:10 PM	3:25 PM

**Maximum Tickets / Passengers: 60**

Behind the Scenes Tours are offered as follows: Concessioner must provide ferry service for a "Behind the Scenes" tour for up to 60 additional passengers year-round on days the evening service is offered. This is in addition to the regular evening service maximum ticket total.

**Evening Service**

<b>Boat</b>	<b>Depart San Francisco Embarkation Site</b>	<b>Arrive Alcatraz Island</b>	<b>Max Total Tickets</b>	<b>Depart Alcatraz Island</b>	<b>Arrive San Francisco Embarkation Site</b>
<b>Vessel 2</b>	3:50 PM	4:10 PM	300	4:30 PM	4:45 PM
<b>Vessel 1 DH</b>	4:45 PM	5:05 PM	-- / 300 <sup>7</sup>	6:45 PM	7:00 PM
<b>Vessel 1 DH</b>	7:10 PM	7:25 PM	--	7:45 PM	8:00 PM

**Maximum Tickets / Passengers: 300 on days with one boat for evening service  
600 on days with two boats for evening service**

Alcatraz evening service during the Low Season is offered as follows: Concessioner must provide one (1) round-trip per evening, five (5) days per week with the exception of the week of Thanksgiving, the week before Christmas and the weeks before and after New Year's when two (2) round trips will be provided (a total of 15-20 days per Low Season, depending on the calendar).

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<sup>7</sup> During the Low Season, there may only be one boat providing evening service. On nights when there are two boats providing evening service, the first Dead Head ("DH") will provide evening passenger service to Alcatraz Island.



**ATTACHMENT 3**

**PARK CRUISE SERVICE SCHEDULE**

*Year Round*

<b>Boat</b>	<b>Depart San Francisco Embarkation Site</b>	<b>Max Total Tickets</b>	<b>Arrive San Francisco Embarkation Site</b>
Park Cruise	TBD	300	TBD

**Maximum Tickets / Passengers:** *300 maximum passengers per sail  
450 maximum annual trips  
Maximum Total Annual Passengers: 45,000 in the first two years of the Contract; 46,125 in the third year of the Contract; 47,278 in the fourth year of the Contract; 48,460 in the fourth year of the Contract; and 90,000 maximum total annual passengers thereafter.*

**ATTACHMENT 4****CORE MENU ITEMS**

<b>Food Items</b>	<b>Beverage Items</b>
Meat sandwich, wrap, or panini	Small hot beverage
Vegan sandwich, wrap, or panini	Small cold beverage
Sweet snack	Small sugar-free beverage
Savory snack	

**ATTACHMENT 5****PASSENGER FERRY BASE RATES**

The following rates do not include the Audio Tour Fee, FLREA Expanded Amenity Fee, or the Angel Island Hop leg.

<b>Fee Category</b>	<b>Individual</b>	<b>Group<sup>8</sup></b>	<b>Evening Service</b>	<b>Behind the Scenes</b>	<b>Park Cruise<sup>9</sup></b>
<b>Adult</b> <i>(18-61 years)</i>	\$24.00	\$24.00	\$24.00	\$24.00	\$32.00
<b>Junior</b> <i>(12-17 years)</i>	\$24.00	\$24.00	\$24.00	\$24.00	\$32.00
<b>Senior</b> <i>(62 years and over)</i>	\$21.25	\$21.25	\$21.25	\$21.25	\$28.75
<b>Child</b> <i>(5-11 years)</i>	\$13.00	\$12.50	\$13.00	\$13.00	\$19.00
<b>Family</b> <i>(2 adults, 2 children)</i>	\$74.00	N/A	N/A	N/A	N/A

**NOTE:** The rates noted above, as of March 2018, are the base rates and will be adjusted by the Service upon Contract effective date using the Consumer Price Index for All Urban Consumers (CPI-U) All Items for the San Francisco-Oakland-San Jose area, and will be adjusted thereafter in accordance with Section 3(B)(1)(a).

<sup>8</sup> See the Operating Plan.

<sup>9</sup> The Park Cruise is a new Required Service under the Contract. The rates presented in the table above are for reference only and will be used as the basis for establishing the beginning rates for the Contract. The Service, upon Contract effective date, will adjust using the Consumer Price Index for All Urban Consumers (CPI-U) All Items for the San Francisco-Oakland-San Jose area.

**ATTACHMENT 6****SERVICE CONTRACT LABOR STANDARDS CLAUSES**

(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, 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 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:

<b>Employee Class</b>	<b>Monetary Wage-Fringe Benefits</b>
TBD	

(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 7****NONDISPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACTS  
CONTRACT CLAUSE**

(Appendix A to 29 C.F.R. Part 9 – Contract Clause)  
Nondisplacement of Qualified Workers

(a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make a bona fide, express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 6701(3), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request, to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph (c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a

subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(f)(1) The contractor shall, not less than 30 days before completion of the contractor's performance of services on a contract, furnish the Contracting Officer with a list of the names of all service employees working under the contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under the contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph (f) (1), the contractor shall, in accordance with paragraph (c), not less than 10 days before completion of the contractor's performance of services on a contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Only contractors experiencing a change in their workforce between the 30- and 10-day periods will have to submit a list in accordance with paragraph (c).

(2) The Contracting Officer shall withhold or cause to be withheld from the prime contractor under this or any other Government contract with the same prime contractor such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the contractor has failed to provide a list of the names of employees working under the contract, the Contracting Officer may in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(g) The contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic, provided the records meet the requirements and purposes of this subpart and are fully accessible) of its compliance with this clause for not less than a period of three years from the date the records were created:

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exclusion or exemption claimed under this part.

(3) A copy of the employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The contractor shall also deliver a copy of the receipt to the employee and file the original, as evidence of payment by the contractor and receipt by the employee, with the Administrator or an authorized representative within 10 days after payment is made.

(h) The contractor shall cooperate in any review or investigation by the contracting agency or the Department of Labor into possible violations of the provisions of this clause and shall make records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) Disputes concerning the requirements of this clause 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 part 9. Disputes within the meaning of this clause include disputes between or among any

of the following: the contractor, the contracting agency, the U.S. Department of Labor, and the employees under the contract or its predecessor contract.

**ATTACHMENT 8**

**WAGE DETERMINATION**

The applicable Service Contract Labor Standards Wage Determination in effect as of the date of execution of the Contract follows on the next pages.