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1) INTRODUCTION

This Operating Plan between **[Concessioner Name]** (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Channel Islands National Park (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.

2) DEFINITIONS

A) 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Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract.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 is available upon request from the Service.

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site General Manager who has the following authority: authority and managerial experience for operating the services required under the Contract; employ staff with expertise and training to provide all services required and authorized under the Contract; act as the liaison in all concession administrative, facility, and operational matters within the Area; and has the responsibility for implementing the policies and directives of the Service.

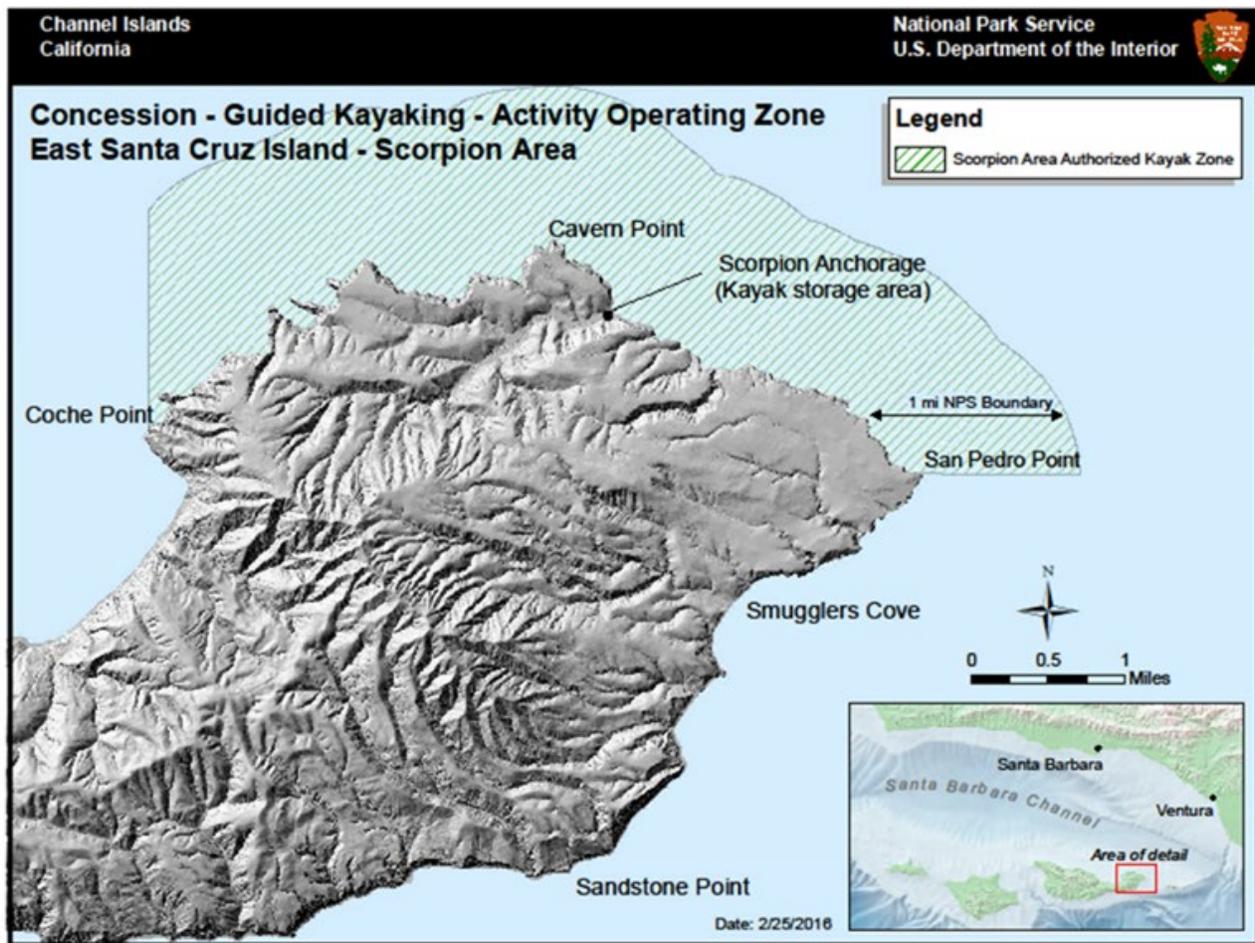
B) Service

The Superintendent manages the Area with responsibility for all operations, including oversight of 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, and review and approval of rates charged for all services. The Service will provide a current contact list to the Concessioner with all appropriate points-of-contact.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Area of Operation

The Concessioner is only permitted to operate guided kayak tours and guided snorkel tours in the waters from San Pedro Point west to Coche Point, known as the Santa Cruz Island – Scorpion Kayak Operating Zone, as depicted in the following map:



B) Schedule of Operation

(1) *Minimum Operating Season.* The Concessioner must provide the required services for Area visitors in accordance with the minimum operating schedule identified below.

Service Type	Minimum Operating Hours
<p>Guided Water Float (Kayak) Tours</p>	<p>Required (Peak Season): March 1 to October 31.</p> <ul style="list-style-type: none"> • Must be open seven (7) days per week and offer at least two (2) tours per day. • Must be able to accommodate walk-up visitors <p>Authorized (Off-season): January 1 to last day of February and November 1 to December 31.</p> <ul style="list-style-type: none"> • May institute a 2-passenger minimum to operate during scheduled tours, must include all information in all marketing content. • For the period of January 1-February 29, Concessioner must provide written notice to the Superintendent by November 30 if the Concessioner will <u>not</u> operate during this time period.
<p>Retail (Limited Convenience Item Sales)</p>	<p>Required: Must be provided whenever the Concessioner is operating guided kayak tours, regardless of season.</p>
<p>Snorkel Equipment Rentals</p>	<p>Required: Equipment rentals must be available on the same schedule that guided kayak tours are offered.</p>
<p>Guided Snorkel Tours</p>	<p>Authorized: The Concessioner may provide these authorized services either at the landing or aboard tour vessel(s). They must not interfere with the required services under this Contract.</p>

- (2) *Prohibited Areas within the Authorized Kayak Zone*
 - (a) Year-Round: The Concessioner is prohibited from landings in dry sea caves and offshore rocks (e.g., Scorpion Rock).
 - (b) Seasonal: The Concessioner is prohibited from entering the sea cave on Scorpion Rock from **February 15 to August 15** to protect nesting seabirds.
- (3) *Opening and Closing Plans*. The Concessioner must submit proposed changes to the established opening and closing dates and operating hours for all Concession Facilities and services in writing to the Superintendent for review **no later than November 30** for the next calendar year and may not implement without written approval from the Superintendent. The Service will give reasonable notice of any schedule changes that it may request. Once approved, the Concessioner must post all operating seasons and hours online and within the Concession Facilities.
- (4) *Cancellations*. The Service recognizes that adjustments and changes to the dates of operation may be required based on limitations due to weather, visitation, and safety. The Superintendent will work with the Concessioner to modify operating schedules to recognize visitor, guest, and employee safety, and efficiency in concessioner operations.
 - (a) The Concessioner may institute a two (2) passenger minimum to operate during scheduled tours and must include such information in all marketing content. During the peak season of May to October, the Concessioner cannot cancel a tour more than 15 minutes prior to departure time and can only be cancelled if there are less than two (2) passengers scheduled for the tour.
 - (b) During the shoulder and off-season period of January 1 to April 30 and November 1 to December 31, the Concessioner can require 24 hours' reservation notice to conduct a scheduled tour; if the two (2) passenger minimum is not met, the Concessioner is permitted to cancel the scheduled tour a minimum of 24 hours prior to the scheduled tour time.
 - (c) In the event of a weather or other emergency, requiring a sudden unscheduled closure or cancellation, the Concessioner must notify the Service by contacting the Concessions Management staff as identified on the contact list provided to the Concessioner.
- (5) *Pre and Post Season Meetings*. The Concessioner (and any site representatives) must attend a pre-season meeting with the Service to review the Operating Plan and to discuss planned operations during each season. The Concessioner must attend a post-season meeting with the Service to review the season's operation and seasonal procedures.

C) Rate Determination and Approval Process

- (1) *Rate Determination*. All rates and charges to the public by the Concessioner must comply with Section 3(e) of the Contract, including without limitation, the approval by the Service of rate methodologies. 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 methodology has the same meaning as is set out in the National Park Service Concession Management Rate Administration Guide ("Rate Administration Guide") and the NPS Concession Management Rate Administration Guide Addendum (March 2024), as they may be amended, supplemented, or superseded throughout the term of the Contract. The current version of the Rate Administration Guide is available on the [Rate Administration Section of the NPS Commercial Services website](#).

Service	Rate Determination
Guided Kayak Tours and Guided Snorkel Tours	Competitive Market Declaration
Convenience Items	Competitive Market Declaration
Equipment Rental	Competitive Market Declaration

- (2) *Management of Rates under Competitive Market Declaration.* The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for the service types approved under the Competitive Market Declaration (“CMD”) method.
- (a) Rate Adjustment. The Concessioner may adjust rates of CMD goods and services without prior notification to or written approval from the Superintendent.
- (b) Service Rate Monitoring. The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization/occupancy remains similar as prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner’s services and rates. Rate monitoring will be conducted by Service category using Concessioner data provided in accordance with Concessioner operating reporting requirements outlined in this Operating Plan, data from the Concessioner’s visitor satisfaction program, and available data on the Concessioner’s competitors.
- (c) Concessioner Rate Monitoring Plan. **Within 60 days of the Contract’s effective date,** the Concessioner must submit a rate monitoring plan that includes its CMD rate setting strategy regarding how it will price against competitors and initiate its own adjustments in rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The Plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner’s plan must describe a variety of monitoring components, including:
- Monitoring by service type
 - Competitors by service type
 - How it will track competitor pricing
 - What its strategy is for pricing against competitors
 - How it will monitor utilization
 - How it will monitor visitor satisfaction for each service type or classification
- (3) *Published Rates and Compliance.* The Concessioner must post all rates for goods and services available to visitors. Posting can include written and web-based advertising, brochures and other Concessioner promotional materials, price tags, telephone reservation system, and third-party booking agents.
- (4) *Reduced Rates for Federal Government Employees.* Goods and services will not be provided to government employees or their families without charge or at reduced rates unless equally available to the public.
- (5) *Exceptional Conditions.* If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities or condiments, or because of poor service or other conditions), the item or service must be discounted. This should not be construed to condone shortages or “running out” of items on a regular basis and should be used only in unavoidable situations.
- (6) *Deposit and Cancellation Policies.* The Concessioner must develop reservation procedures, including rates for deposits and cancellations, which are patterned after those businesses used as comparables or considered as competitors. The Concessioner’s approved rate schedule and advertising material must state in detail the conditions under which deposits are refunded or cancellation fees charged. Cancellation and refund policies (including deadlines) must be submitted in writing to the Service for approval prior to each operating season. Concessioner cancellations may have different refund rates than visitor cancellations. Refund due dates must be with industry standards if not immediate. Refunds must be given in the event of cancellation due to guide availability, sea state, or unsafe weather conditions.
- (7) *Changes to Rate Methods*
- (a) Changes Initiated by the Service. Changes in market conditions or other factors may result in the Service modifying the rate approval method utilized for any service types offered under

the Contract. The Concessioner will be notified by the Service of such a change at least 60 days prior to any rate request due date the Service will prescribe.

- (b) Changes Requested by the Concessioner. The Concessioner may request a change to rate approval method but must submit a request to change rate approval method **at least 60 days prior to the date the next rate request is or would be due**. A Concessioner request to change rate approval methods must include an analysis of market forces criteria as described in the Rate Administration Guide Addendum, Sections 3(A) and 3(E).
- (c) Advance Rates. The Concessioner may request approval of an advance rate. This request must follow the requirements in the Rate Administration Guide (Section 2.4), except as provided in 36 C.F.R. § 51.82(d).

D) Purchasing

- (1) *Competitive Purchasing*. Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts*. To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.
- (3) *Environmental*. The Concessioner must purchase and use environmentally preferable products whenever available and feasible.
- (4) *Local Purchasing*. The Service encourages the Concessioner to source and purchase local products, where feasible.

E) Evaluations

- (1) *Concessioner Monitoring Program*. The Concessioner must inspect 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; compliance with the Contract including all 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 will evaluate the Concession Facilities and services to assess and rate performance in accordance with the NPS Concessioner Review Program. The Service uses the results of the individual program evaluations to prepare an Annual Overall Rating Report. Service personnel may conduct these activities and may obtain assistance of third-party subject matter experts. Service evaluations may fully incorporate the findings of such experts. The Concessioner must provide full access to management, Concession Facilities, documentation, and other resources necessary for and required by 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 Service may consider the Concessioner's performance in addressing deficiencies on schedule and in a timely manner in determining the Concessioner's rating.
 - (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational standards. The Concessioner may be contacted at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
- (3) *Annual Overall Rating*. The Service determines the Annual Overall Rating ("AOR") for the preceding calendar year. The AOR provides narrative summaries of the operating year, as well as the following reports, and includes one overall score and rating for the entire operating year. The Concessioner and Service should meet to discuss the AOR.

- (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, etc.
 - (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"). These evaluations and ratings consider 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"). These evaluations and ratings consider compliance with the Service environmental management standards, protection of natural resources, fulfillment of environmental compliance requirements, and operation in accordance with the Concessioner's 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.
- (4) *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 Concession Facilities and operations with respect to environmental compliance and compliance with environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide.
 - (b) Fire Inspections. The Service may also conduct fire safety inspections at its discretion throughout the term of the Contract but will contact location managers at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.
 - (c) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities and operations, which may consider issues such as vector control and exclusion practices, pesticide application practices, and others. Tier 1 inspections are conducted by the concessioner and Tier 2 level oversight is conducted as part of the Concessioner Review Program. In addition, technical experts (e.g., public health service officer, integrated pest management coordinators) may periodically conduct Tier 3 oversight inspections.
 - (d) Visitor Satisfaction Review. The Service may review Concessioner visitor satisfaction program results, complaints, and comments, and incorporate findings into the AOR.

F) General Policies

- (1) *Facilities Use*
 - (a) Authorized Use. Concession Facilities must be used only for activities or services that directly and exclusively support contractual services required and authorized by the Contract.
 - (b) Smoking Policy. The Concessioner must comply with current Service policies on smoking, including without limitation, [Director's Order 50D](#). Smoking, including the use of e-cigarettes, is only permitted at the Scorpion beach and is prohibited on all trails, campgrounds, housing, and buildings.
 - (c) Quiet Hours. Are 9:00 p.m. to 6:00 a.m. within all Concession Facilities, including employee housing.
- (2) *Seasonal Facility Set-Up/Take-Down*. The Concessioner must coordinate seasonal facility set-up and take-down operations with adequate staffing levels to ensure Concession Facilities are fully functional and ready to operate on opening day and are properly secured at the end of each season.
- (3) *Checkout Counter Donation Program*. Should the Concessioner participate in this program the Concessioner must comply with all requirements of the [Checkout Counter Donation Program](#) found on NPS [Partnerships website \(Reference Manual 21 – Chapter 4\)](#).
- (4) *Lost and Found*. The Concessioner will establish and provide an effective process for handling lost and found items that is consistent with Service policy. This policy must be in writing and approved by the Superintendent. Procedures for the handling of lost and found property must conform to [Director's Order 44](#) and 41 CFR § 101-48.000.
- (5) *Vehicles Used in Connection with Operation*
 - (a) General. Vehicles are limited to no more than two (2) electric powered utility terrain vehicles (UTV). Remote charging station must be provided by the concessioner as its personal property.
 - (b) Identification. The Concessioner must include its name and logo, with lettering no larger than three- and one-half inches in height, on every vehicle.
 - (c) Licensing, Insurance, and Registration. The Concessioner must properly register, license, and insure all Concessioner vehicular equipment used to perform services under the Contract in accordance with all Applicable Laws and with this Contract.
 - (d) UTV Policy. UTV operators are subject to the Area's UTV policy (training, drive testing, and operating guidelines).
 - (e) Concessioner Parking. The Concessioner must park all its UTVs and equipment in Service-approved designated areas in a safe and orderly manner. Parking must maintain adequate ingress and egress of the designated area at all times.
- (6) *Deliveries*. Deliveries must be scheduled only in the following manners:
 - (a) Deliveries can be coordinated through the Area's boat transportation concessioner.
 - (b) Deliveries can be scheduled with Area transportation on a space available, cost reimbursement basis. Deliveries must be coordinated with Facility Management staff based on loading times and boat departures. Loading of cargo must take place 24-48 hours in advance. Concessioner must be present to load and unload concessions supplies and materials from Area transportation.
- (7) *Visitor Satisfaction and Monitoring*. The Concessioner must establish a Service-approved visitor satisfaction monitoring system to monitor service and quality standards, product mix, pricing, and overall Area experience. This system may consist of electronic or hard-copy (i.e., comment card) surveys, depending on location and services being monitored, but the Concessioner must ensure it clearly articulates how visitors access the electronic version or provide an adequate supply of hard copy surveys. The system must monitor visitor satisfaction with service and quality standards, product mix, pricing, and overall Area experience. Information on accessing the electronic survey must be available at appropriate locations, or the Concessioner must have an

adequate supply of comment cards within its facilities. The Concessioner must submit its plan for this system within **30 days of the Contract effective date**.

- (a) Upon receipt, the Concessioner must provide copies to the Service of visitor comments alleging misconduct by a Concessioner or Service employee pertaining to the safety of visitors or the safety of Area resources.
- (b) The Service will forward to the Concessioner any comments or complaints received regarding Concession Facilities or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
- (c) The Concessioner must investigate and make an initial response to any complaint within 48 hours of receipt.
- (d) The Concessioner must provide the Service with, at a minimum, a monthly electronic report of survey responses, comments, and complaints. The monthly report is due by the 15th of the month following receipt, and the annual report is due on **February 15**. The Concessioner must provide individual comments upon request.
- (e) The Service is piloting a centralized, web-based guest satisfaction program to solicit feedback from visitors to concession operations. The Concessioner must adopt the Service program when it is available.

G) Wildlife Interactions

- (1) The feeding and disturbing of fish and wildlife within the Area is prohibited. The Concessioner will not encourage the feeding of wildlife within the Concession Facilities and must display signage discouraging visitors from feeding fish and wildlife in all outdoor eating areas.
- (2) The Concessioner cannot deliberately approach marine mammals or place themselves or clients in direct conflict with the Marine Mammal Protection Act of 1972, which, in part, prohibits the harassing, harming, and pursuing of marine mammals
- (3) The Concessioner must notify the Island Ranger, Park Dispatch, or other Service employee immediately of any fish or wildlife incidents or sightings that need immediate attention (e.g., marine animal in distress, violations of the Marine Mammal Protection Act, etc.).
- (4) The Concessioner must notify the Island Ranger immediately of any fishing or any kind of take occurring within the State Marine Reserve (No-Take Area).
- (5) The Concessioner must provide storage lockers or gear boxes to clients to hold personal items. The Concessioner must inspect all client areas before and after all tours to ensure no bags or food scraps are left unattended. The Concessioner must inspect all lockers and gear boxes to ensure they are sealed and keep wildlife out.
- (6) Preventive measures will be in place to limit exposures to Hantavirus.

H) Human Resource Management

- (1) *Employee Identification*. At a minimum, Concessioner must issue all employees an employee photo identification card that includes name, work location, and an expiration date. The Concessioner must collect these identification cards upon termination of employment or at the end of the season for seasonal employees. Employees may use these cards for entrance to the Area.
- (2) *Employee Hiring Procedures*
 - (a) Drug-free Awareness and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must establish an appropriate employee drug-testing program. The Concessioner must require any employee who is in a safety-sensitive or security-sensitive position to participate as appropriate in pre-employment and random drug testing. Should the Concessioner become

- aware of illegal drug use, the Concessioner must promptly report it to Puget Sound Interagency Communications Center (PSICC) at (425) 783-6150.
- (b) Background Checks. The Concessioner must ensure background checks are performed on all new employee hires, to include: local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check for employees operating Concessioner vehicles. The Concessioner must ensure that these comprehensive background checks are performed every third year for returning employees. When the Concessioner learns that an employee is the subject of an active warrant, the Concessioner must immediately notify the Chief Ranger's Office. The Concessioner must immediately notify the Service law enforcement office if a background check shows an employee is required to register as a sexual or violent offender. Employees must allow such a possible release of information as a condition of hire.
- (c) Driver Requirements. Drivers of Concessioner-owned vehicles must have a valid state operator's license for the size and class of vehicle being driven and must also comply with the Area's Vehicle Use (UTV) Policy.
- (d) Service Employees. The Concessioner must not employ in any status an Area employee, his/her 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, Concession Specialist, or Safety Officer.
- (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. The Concessioner must ensure all guides are fully qualified and experienced and must include all training required by Applicable Laws. The Concessioner must have a training and evaluation program to review and meet the skills enhancement needs and certification requirements for its guides. The Concessioner must maintain files, documenting current certification for the following: Search and Rescue (SAR), Emergency Medical Services (EMS), Lifesaving or Water Safety Instructor and other pertinent training received for each guide.
- (a) Training Manuals and Employee Handbook. The Concessioner must develop written training materials and an employee handbook for its employees. The employee handbook must identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service within **30 days of the Contract effective date**, and when revised.
- (b) Job Training Program. An active, ongoing training program for development of necessary skills and techniques must be provided for all Concessioner employees. It must include mandatory orientation and job training both at the start of employment and as a refresher training at least annually thereafter. The program must stress work performance, including a thorough knowledge of food safety, Service policy and regulations, general resource protection and environmental awareness, and training on the Concessioner's Environmental Management Program, Concessioner's Risk Management Program, and responsibilities for performing their duties. Training must include the following, in addition to job-specific skills training:
- Orientation Training. The Concessioner will provide introductory Area training to all new hires using qualified and certified staff.
 - Guide Qualifications and Training. Guides must be at a minimum First Aid and CPR trained. Guides must be a minimum of eighteen (18) years of age. Guides must understand the hazards involved and be properly trained and prepared for conditions and situations that may be encountered while ocean kayaking. The Concessioner must ensure that guides possess the knowledge, skills, judgment, leadership ability, and experience necessary to safely lead groups on trips in the Area. Guides must have

experience in the subject areas in which they guide. The Concessioner must establish a yearly ocean rescue training, with their kayak equipment, for all their guides.

- Resource Protection. The Concessioner is responsible for training its employees in all aspects of protecting and preserving the resources of the Area, including biosecurity requirements. The Concessioner will take all reasonable and adequate precautions to minimize damage to all natural and cultural resources within the Area. The Concessioner must ensure employees and customers understand federal law prohibits disturbance or collection of all natural and cultural resources. This includes, but is not limited to the feeding of wildlife, and collecting, disturbing, or harming park wildlife or other natural and cultural features.
 - Sanitation Training. The Concessioner is responsible for training its employees and guides in proper sanitation methods for food, water, and waste, and ensuring that safe practices are followed for the services provided. Training and practices will comply with applicable standards such as FDA Food Code and Directors Order 83 – Backcountry Sanitation.
 - Interpretive Training. The Concessioner will provide interpretive skills training for all employees who provide interpretive, informational, and safety information and services. These employees must demonstrate their knowledge of Area resources, history, and use appropriate interpretive techniques in their presentations to visitors. The Concessioner will work closely with the Service to improve the methods of preparing and presenting effective interpretive information.
 - Service Provided Training. Concessioner must encourage and allow its employees to attend any Service-sponsored training relating to the Area. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Service. The Concessioner will pay employees their standard wages for attending Service-sponsored training.
- (4) *Employee Responsibilities*. The Concessioner must ensure its employees adhere to all Federal and State laws including, but not limited to, wearing seatbelts, use or possession of illegal substances, and criminal activity. The Concessioner must formally inform employees and potential employees that any individuals required to register with the county sheriff's office in accordance with California Penal Code § 290(b) (sex offenders), must also register with the Chief Ranger's Office.
- (5) *Organized Labor Activity*. The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.
- I) Possession of Firearms**
- (1) The Concessioner is responsible for determining how it will interpret and implement federal and state of California firearm possession laws regarding its visitors. The Concessioner should consult the applicable state attorney general's office about 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 regarding its operation for review **within 60 days of the Contract effective date**. The policy should also include a plan for management of public firearm possession related to concession activities.

- (3) Concessioner employees must not possess 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 will provide a written response to the Concessioner.

5) 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 \(Standards and Evaluations\)](#) 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.

Once the Concessioner completes the Personal Property Improvement Requirement per Section 8(e) of the Contract, certain exemptions and additions to these standards may be updated to reflect the nature of such improvements.

A) Guided Water Float (Kayak Tours)

- (1) *Minimum Operating Standards.* The Concessioner must provide lodging service in accordance with the Guided Water Float Standards (10-GWF).
- (2) *Exemptions or Additions to Guided Water Float Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-10; 11-17; 18-22	Ticket Office – Exterior; Public Areas – Interior; Safety	Exempt	These standards are evaluated under the Retail (10-RET) standards.
26	Storage	Addition	While not in immediate use, kayaks and associated gear are to be stored in the storage area (see Exhibit C: Land Assignment) located in the corral area and must not exceed 600 square feet. Kayak storage must be able to store 84 total kayaks during the off-season, as defined in page A-2 of the operating plan. Kayak storage must be maintained in a neat and orderly fashion within the corral area when not in use and stored in such a way as to not impede or restrict Service operations and equipment. All kayaking and associated kayaking equipment not anticipated for immediate use are to be stored in the corral nightly. Kayaks are to be transported to and from the beach staging area daily to meet daily demand and to remove all kayaks unanticipated for use the following day from the beach nightly during the off-season.
33	Eye-Wash Stations	Exempt	This standard does not apply.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
38	Pre-Boarding Areas	Addition	<p>Only the number of kayaks needed for the day are to be staged at the beach staging area. Kayaks staged at Scorpion Beach must not exceed 60 in total, and be racked off-ground and kept out of the way on the east side of the beach. Launching and landing must not obstruct use of the beach by the public. Staging of other equipment at the beach must be approved and coordinated with the Island Ranger.</p> <p>Footprint must not exceed 600 square feet. Portable kayak racks may be used provided that any such racks will be personal property to be provided by the Concessioner. Visual obstruction is to be avoided and racks must maintain a low profile. Racks must be removed during off-season if Concessioner does not operate year-round.</p> <p>No changing areas or bathrooms are authorized at the staging area.</p>
41; 42	Dock/Decking; Boat Ramp	Exempt	These standards do not apply.
48	Communication	Addition	Concessioner is required to provide each lead guide with a Service compatible radio.
49	Vessel Capacities	Addition	The Concessioner may have a maximum of 84 kayaks available at one time with 1:8 ratio of guide per kayaks. Only single and double kayaks are approved.
50	Mooring	Exempt	Vessels do not need to be secured by lines during stops.
58	Visitor Safety Orientation	Addition	<p>The Concessioner must provide basic safety and paddling instructions to visitors, that in addition to the baseline standard, includes:</p> <ul style="list-style-type: none"> • All associated safety equipment must be functional and meet required safety standards • Visitors will receive orientation presented by Concessioner's employee that includes information on appropriate kayak etiquette, personal safety, and a resource stewardship message • Each kayak client must be given a wearable life vest that fits properly and a helmet • Children under the age of 16 must be accompanied by an adult. An adequate number of children and adult life vests must be provided. Concessioner may establish a minimum age limit.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
59	Crew Safety and Security Responsibilities	Addition	The Concessioner must provide at least 1 guide per tour that is First Aid / CPR trained. Concessioner must coordinate with the Service to adhere to temporary beach and water closures to prevent conflicts between boat operations and kayaking and snorkeling activities.
61-63	Camping – Overnight Trips	Exempt	These standards do not apply.
64-65	Food and Beverage – Day Trips	Exempt	These standards do not apply. The provision of food and beverages to clients is not authorized under the Contract. No alcoholic drinks or controlled substances are permitted on tours.
68	Garbage and Trash/Recycling	Addition	All generated waste must be packed out of the Area.
69	Sanitation	Addition	Only park restrooms may be used for disposing of human waste.
74	Trip Log and Reporting Requirements	Addition	Each guide will provide the Island Ranger with a daily trip-by-trip passenger manifest at the beginning of each trip prior to departing the beach that includes the name(s) of the guide(s) and the names of each client, the trip destination, and estimated time of return. Trip manifests must be closed out after each trip.
75	Interpretive Services Content	Addition	The Concessioner acknowledges that the activities must bear a direct relationship to the purpose for which the Area was established, i.e., visitor understanding and enjoyment of the Area. Even though the activity may be primarily recreational in nature, the Concessioner must provide stops and talks to explain the natural ecosystems, history, and culture within the Area to its clientele.
77	Activities	Addition	The Concessioner must offer group and private kayak tours.

B) Retail

- (1) *Minimum Operating Standards.* The Concessioner must provide limited convenience items in accordance with the Retail Standards (10-RET).
- (2) *Exemptions or Additions to Retail Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1	Building Structure	Addition	The Concessioner-furnished storefront will be personal property to be provided by the Concessioner and must be compatible with the historic character of the Area.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
3	Parking	Exempt	This standard does not apply.
8	Site Utilities and Equipment	Addition	The Concessioner will coordinate with the Service for water and sewer to the Concessioner-furnished storefront.
10	Trash / Recycling / Composting	Addition	There are no trash or recycling containers located on Santa Cruz Island. All generated waste must be packed out of the Area. The Concessioner must communicate the Area's "pack-in, pack-out" policy to clients.
13	Aisles	Exempt	This standard does not apply.
14	Public Restrooms	Exempt	This standard does not apply.
19; 22-24	Public Areas – Interior	Exempt	These standards do not apply
32	Fire Alarms and Pull Boxes	Exempt	This standard does not apply.
37-42	Perishable Food Storage, Preparation, and Service Areas	Exempt	These standards do not apply.
50	ATM Machines	Exempt	This standard does not apply.
53	General Merchandise	Addition	The Concessioner is limited to the sale of convenience items including, but not limited to sunscreen, lip balm, hats, sunglasses, and refillable water bottles.
56	Thematic and Environmentally Preferable Products	Addition	The Concessioner must only sell sunscreen that is "reef-safe" mineral-based; no chemical-based sunscreens are permitted.
59	Alcohol	Exempt	This standard does not apply.
63	Perishable Items Condition	Exempt	This standard does not apply.

C) Snorkel Equipment Rental (Required) and Guided Snorkel Tours (Authorized)

- (1) *Minimum Operating Standards.* The Concessioner must provide snorkel equipment rental services and guided snorkel tours in accordance with the Snorkel and Scuba standards (10-SCU).
- (2) *Exemptions or Additions to Snorkel and Scuba Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1-11; 12-18; 19-22; 23-26; 28-34	Dive Shop – Exterior; Public Areas – Interior; Safety; Maintenance Area/Building	Exempt	These standards are evaluated under the Retail (10-RET) standards.
27	Storage	Addition	The Concessioner must have a maximum amount of snorkel equipment available that can fit within the Concessioner's storage space.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
35	Pre-Boarding Areas	Addition	Concessioner must provide an approximate 55-gallon basin for use in rinsing wetsuits and snorkel gear. Drying rack must be designed to not have a visual impact.
36-41; 42-50	Dock Facilities; Vessels	Exempt	These standards do not apply.
52	Snorkel and Dive Gear	Addition	Snorkel equipment must be cleaned at a minimum after each use and sanitized in accordance with applicable public health regulations. Snorkel equipment must be inspected daily, prior to distribution to visitors, to ensure proper function and safety.
53-55	Weights; Dive Tanks; Air	Exempt	These standards do not apply.
57-58	Oxygen; Communication	Exempt	This standard does not apply.
60	Safety Documents	Addition	No vessel is required for these services, but any applicable safety documents must be kept on file by the Concessioner.
61	Dive Tanks	Exempt	This standard does not apply.
68	Guide Requirements	Addition	The Concessioner must have at a minimum a 1:8 guide to client ratio.

D) Employee Housing

- (1) *Minimum Operating Standards.* The Concessioner must provide employee housing in accordance with the Employee Housing Standards (10-EHO), and consistent with the Personal Property Improvement Requirement (PPIR) in Section 8(e)(3) of the Contract.
- (2) *Exemptions or Additions to Employee Housing Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
2	Landscaping/Grounds	Addition	The employee housing area is appropriately screened from the campground and trail system. Only island native plant species may be used.
4	Parking	Addition	UTVs must be parked in Service-approved designated areas in a safe and orderly manner. Parking must maintain adequate ingress and egress of the designated area at all times
5	Bike Racks	Exempt	This standard does not apply.
9	Site Utilities, Equipment, and Delivery Areas	Addition	If utilized, all solar placement and battery storage must be incorporated within the built footprint (placed on roofs).
10; 18	Trash/Recycling	Addition	There are no trash or recycling containers located on Santa Cruz Island. All generated waste must be packed out of the Area.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
11	Smoking Policy	Addition	Smoking, including the use of e-cigarettes, is only permitted at the Scorpion beach.
17	Ice/Vending	Exempt	This standard does not apply.
25	Animal Pest Exclusion	Addition	The Concessioner must develop and provide to the Service a Hantavirus plan. Each housing occupant must receive and acknowledge this plan.
40-53	Restrooms and Showers	Addition	Once installed, the Concessioner must maintain and service its incinerator eco-toilet facilities on a regular basis. The Concessioner must use low-flow or waterless technology in its toilet and shower facilities. Solar-heated outdoor showers must be installed directly adjacent to the incinerator eco-toilet facilities.
55	Public Laundry	Addition	The Concessioner must locate laundry facilities for its operations outside the Area. Construction of laundry facilities for operational use in the Area is not authorized. Any clothes lines must be portable and removed when not in use.
64	Rental Agreements	Addition	The Concessioner's agreement must include employee housing rules and regulations, including housing rates for employees, deposit and refund policies, assignment policies, policies regarding overnight guests, no smoking, no pets, quiet hours, and provide employees information regarding naturally occurring risks within the Area and mitigation including rock fall, tree failures, high wind events, wildfire, and other evaluation plans.
70	Approved Rates	Addition	The Concessioner must manage the room and board account for employees on a break-even account to the greatest extent possible. The Concessioner should ensure that employee room and board charges do not exceed earnings because of a mandatory reduction in work.

E) Employee Dining

- (1) *Minimum Operating Standards.* The Concessioner must provide employee dining in accordance with the Employee Dining Room Standards (10-EDR).
- (2) *Exemptions or Additions to Employee Housing Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
3	Parking	Addition	UTVs must be parked in Service-approved designated areas in a safe and orderly manner. Parking must maintain adequate ingress and egress of the designated area at all times
4	Bike Racks	Exempt	This standard does not apply.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
9	Site Utilities and Equipment	Addition	The Concessioner shall use a minimum of 2 (maximum of 4), 240 gallon propane tanks with rollover protection (cradle) for cooking appliances and hot water. The Concessioner must use on-demand hot water heaters.
10; 18; 40	Trash / Recycling / Composting	Addition	There are no trash or recycling containers located on Santa Cruz Island. All generated waste must be packed out of the Area.
12	Smoking	Addition	Smoking, including the use of e-cigarettes, is only permitted at the Scorpion beach.
34; 57	Payment Stations; Payment Methods	Exempt	These standards do not apply.
36	Ice/Vending	Exempt	This standard does not apply.
60	Alcohol	Addition	Concessioner employees must not consume alcohol prior to, or during, usage of company gear and equipment. This includes same-day consumption of alcoholic beverages prior to any guided tour or other public interaction. All alcoholic beverages must be consumed, and remain, at the assigned employee housing and employee dining areas at all times.

6) ENVIRONMENTAL MANAGEMENT PROGRAM

A) 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 [standards and evaluations portion of the NPS Concessions website](#). A proposed EMP will be submitted within 60 days of the Contract and must be updated annually and provided to the Area no later than **December 31**. Further environmental specifications and requirements are found throughout this Operating Plan and in Exhibit E (Maintenance Plan) to this Contract.

B) Biosecurity and Avoiding Introduction of Non-Native Species

The Concessioner must develop and submit a Biosecurity Plan to the Service for **approval within 120 days of the effective date of the Contract**. This plan is required to ensure the biosecurity of the islands' ecosystems. The Biosecurity Plan must identify the Concessioner's education materials and messages, infrastructure, and operating procedures to minimize the likelihood of transmission of any living materials to or between the islands. At a minimum, the Biosecurity Plan must address the below specifications.

- (1) *Equipment and Materials*. Prior to transport to Santa Cruz Island, the Concessioner must ensure that its equipment is clean and free of dirt, mud, straw, insects (including ants), or plant material which could bring weed seeds or other invasive species to the Island. The Concessioner must implement the following procedures with respect to all equipment and materials to be brought to Santa Cruz Island, prior to loading the equipment onto boats at the mainland which will be bringing them to Santa Cruz Island:
 - (a) The Concessioner must conduct a brief visual inspection of all equipment and materials, including possessions of the Concessioner's employees residing in employee housing. Any

items that appear to have soil, mud, or seeds attached must be prohibited from transportation until the items of concern are cleaned to remove all dirt, plant, and other foreign material. equipment, and materials which have not been adequately cleaned must be turned away.

- (b) The corrugations in cardboard boxes may harbor insect pests. Cardboard packing is only allowed if it is factory sealed and has not been opened prior to transport to Santa Cruz Island.
 - (c) Tents utilized by the Concessioner's staff for employee housing must be thoroughly inspected and cleaned prior to transportation to Santa Cruz Island.
- (2) *Protection from Exotic Species.* It is critical to prevent the introduction and establishment of non-native plant or animal species to the Area. The Concessioner must implement the following procedures with respect to all equipment and materials, prior to loading the equipment onto boats at the mainland:
- (a) The Concessioner must ensure that all of its kayaks, equipments, or other containers which might carry water contaminated with exotic animals, such as the New Zealand mud snail or zebra mussel, are drained and flushed prior to bringing the equipment to the Area. All equipment must be washed thoroughly, using a hard spray from a garden hose or pressure washer. If equipment was used in infested waters, the following steps must be used to clean the equipment:
 - The equipment must be washed with hot water (140 F or 40 C) or a high-pressure washer (250 pounds per square inch); and
 - All aquatic weeds must be removed (they can carry non-native snails and mussels).
 - (b) The Concessioner must ensure that all of its equipment is disinfected before being brought to the Area. Recent research shows that disinfection of nets and equipment with benzalkonium chloride at typical treatment rates (10 milligrams per liter for 24 hours, 100 milligrams per liter for 3 hours, or 250 milligrams per liter for 15 minutes) will effectively eliminate most exotic animals. Two other commonly used disinfectants, calcium hypochlorite and iodine, are ineffective against zebra mussels, and must not be used.
 - (c) Adult snails and mussels can live more than a week out of water in moist, shaded areas, so any watercraft or other equipment which have been used in infested waters, including any mainland freshwater streams, must be dried in the sun for two to four days after cleaning. If adult snails or mussels are present, the equipment must be dried for two weeks.
 - (d) No imported earth materials will be allowed in the Area without the explicit written permission of the Superintendent.
 - (e) All materials and equipment, including kayaks, must be free of insects, animals, and animal evidence, including (but not limited to): rodents/small mammals, rodent/small mammal droppings, chew marks, insects, spider webs, insect holes in boxes.
 - (f) All wooden pallets must be made of treated wood, and whenever possible, plastic or metal pallets should be used instead.
- (3) *Personnel.* The Concessioner must ensure that all of its personnel, as well as all personnel of the Concessioner's subcontractors, abide by the following biosecurity regulations.
- (a) The Concessioner inspect and clean all footwear, clothing, and personal items prior to leaving the mainland. Footwear cleaning can be done with the boot brushes provided at the dock. Laces, shoelace holes, socks, pant cuffs, zippers, and all small crevices on clothing and packs can be hiding small insects or weed seeds. All insects and seeds must be removed before leaving the mainland.
 - (b) The Concessioner must inspect and clean footwear, clothing, and personal packs while in the Park, when moving between sensitive sites.
 - (c) The Concessioner must transport all staff food and provisions in pest-proof packaging such as hard plastic containers to prevent any insects from being transported to the Area.

- (4) *Education & Outreach.* The Concessioner must ensure that all of its staff and clients are educated on the importance of biosecurity, and that the information is provided in a timely manner.
- (a) The Concessioner must ensure that its passengers do not bring any of these items prohibited by the Service: unfinished wood, live or potted plants, cut flowers, tools or equipment with attached soil or plant material, corrugated cardboard boxes, single-use plastic bags, and pets.
 - (b) The Concessioner's office, website, and bookings confirmation documents must display information on the biosecurity regulations. Information must state that clients need to check their gear for stowaway pests; inspect and clean their footwear, camping, outdoor gear, and clothing so they are free of soil and seeds; and pack their food in a sealed container or bag. The Concessioner must also ensure that updated information is posted and readily visible to clients while booking online.
 - (c) The Concessioner's website must link to the Park's current biosecurity video: [CHIS Biosecurity Informational Video](#).
 - (d) The Concessioner must require two hours of training for all employees in island biosecurity per year, which will be provided by the Service. The training must provide information including, but not limited to, educational messages for passengers, emerging biosecurity threats to be aware of, and a refresher of the biosecurity requirements set forth by this Contract. New employees must obtain training within 90 days of hire.
 - (e) The Concessioner must work with Channel Islands National Park to ensure that the information they are providing clientele is accurate and up-to-date.

7) 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 Service Risk Management Program Standards for Concessioners, found on the [standards and evaluations portion of the NPS Concessions website](#). The Concessioner must submit an initial Risk Management Plan to the Service **within 120 days of the Contract effective date and no later than December 31 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) Emergency Response – Release of Hazardous Substances

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 Applicable Laws. These may include, as appropriate, an Emergency Action Plan, an Emergency Response Plan, and may include a Spill Prevention Control and Countermeasure Plan (see 29 C.F.R. 1910.120). The Concessioner must provide emergency response equipment, as appropriate, and maintain in good condition. The Concessioner must provide these plans to the Service, upon request.

C) Emergency Operations Plan

The Concessioner will have an emergency operations plan for SAR and EMS incidents on the ocean and for any of the other activities in which the Concessioner is involved. The plan will be submitted to the Service within **120 days of the Contract effective date**. The Plan will be reviewed and either rejected or accepted by the Service.

D) Safety Representative

The Concessioner must designate one employee as the safety representative **within 60 days of the Contract effective date** and update this information as necessary. This person must have the authority to make decisions in regard to safety concerns.

E) Exculpatory Agreements

- (1) *Use of Exculpatory Agreements.* The Concessioner may require clients (or their legal guardian if the client is under 18 years of age) participating in Area activities identified by as "higher risk" to

- sign exculpatory agreements that include a visitor Acknowledgment of Risk (VAR), Waiver of Liability (WoL) and indemnification clauses.
- (2) *Higher Risk Services*. Higher risk services under this Contract are the following as defined in Section 3(a) of the Contract: Guided sea kayaking tours and guided snorkeling tours
 - (3) *Exculpatory agreements*.
 - (a) Must comply with applicable state and federal law and Service Policy;
 - (b) Must not waive liability or preclude claims against or require indemnifying the Concessioner for gross negligence, recklessness, or willful misconduct; and
 - (c) Must waive liability against the United States by including the following language:

“The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned’s participation in this activity.”
 - (4) *Compliance with Laws and Policy, and Service Review*. The Service will not as a matter of standard practice, collect, review or approve the Concessioner’s exculpatory agreements. Concessioners may consider consulting with their own counsel in the development of its exculpatory agreements to ensure they comply with Service policy and Applicable Law. However, the Service reserves the right to review the Concessioner’s exculpatory agreements and any modifications or replacements of the agreements at any time during the term of the Contract and require any revisions to ensure all the requirements of Service policy are met. The Service also reserves the right to require changes to Concessioner’s exculpatory agreements or, to the extent permitted by law, revoke the Concessioner’s allowance to use exculpatory agreements, if the Service determines the agreements are not compliant. Any determination by the Service that a Concessioner’s exculpatory agreement is policy-compliant does not convey the Service’s view that the agreement is valid, enforceable, or otherwise endorsed by the Service for any purpose.

8) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

- (1) *Concessioner Responsibilities*. Concessioner-employed 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 Concession Facilities, equipment, and property under its control. The Concessioner may be required to provide additional security personnel during heightened periods of vandalism, break-ins, theft, etc. at the Concession Facilities.
 - (b) The Concessioner must designate a supervisor for oversight of employee housing units/areas; this person must have authority to enforce the Concessioner’s employee policies and housing regulations.
 - (c) The Concessioner must immediately report all suspected and known criminal violations to the Service.
- (2) *Service*. The Service provides visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service will be notified of all violations of Federal, State, County, or Service regulations or policies. State or County officials may assist in some matters as well. The Service will provide radio frequencies for the Concessioner to communicate emergencies to Area Staff.

B) Structural Fire Protection

The Concessioner must make fire prevention and protection a priority at all Concession Facilities and take reasonable steps to prevent and protect against structural and other fires. Any deviation from the following requirements requires written approval from the Service.

All fire incidents including alarms, smoke, and fires of any size must be reported by the Concessioner to the Island Ranger or Park Dispatch at (559) 565-4221 or (559) 565-3195 immediately even if Service response is not required.

(1) *Concessioner Responsibilities*

- (a) The Concessioner must comply with all Applicable Laws related to the installation, operation, maintenance and repair of fire detection and suppression equipment, fire protection planning and training including Occupational Safety and Health Administration (OSHA) and National Fire Protection Association (NFPA) standards and Reference Manual RM-58, available at [Reference Manual RM-58](#).
- (b) The Concessioner must prepare and maintain a Fire Prevention Plan in accordance with 29 CFR 1910.39. This plan must be provided to the Service annually.
- (c) The Concessioner structural fire, wildland fire, and life safety plans and procedures must be integrated in the Concessioner's Risk Management Program.
- (d) The Concessioner must designate a Structural Fire Manager to ensure the Concessioner's compliance with its fire program responsibilities and coordinate with the Area's structural fire coordinator.
- (e) The Concessioner must conduct the following inspections related to fire and life safety on the property:
 - A full inspection of the property (including a Fire Protection Condition Assessment to NPS standards) by a licensed fire protection engineer **within 60 days of the effective date of the Contract** and every five (5) years thereafter. This inspection must be comprehensive and performed in compliance with all applicable sections of NFPA and with any more restrictive elements of RM-58, the specific Service guidance. It must include life safety systems and fire suppression and protection systems and elements, including elements of passive protection. The goal of this inspection is a comprehensive review of all conditions on the property with resulting recommendations forming a basis for projects and emergency work going forward. A report of inspection must be submitted to the Service within 30 days of the inspection.
 - Facility Fire Life Safety Inspection (NFPA 101) annually by a certified fire inspector.
 - Fire protection equipment and system inspection, testing, maintenance, and repairs as required by NFPA standards and Service standards and policies. Reports of these inspections must be submitted within 30 days of the inspection. All requirements listed below are based on current NFPA standards – where the standards have changed, current standards must be complied with in lieu of the schedule set forth below:
 - ◆ Fire suppression systems (NFPA 25) - annually
 - ◆ Fire suppression systems will also be inspected internally every five years (NFPA 25)
 - ◆ Fire alarm systems (NFPA 72) annually
 - Weekly/monthly visual inspections of facilities for compliance with basic fire, life safety requirements set forth in Reference Manual 58 and all relevant portions of the NFPA (including 101 – emergency lighting and exit signs and 10 – fire extinguishers). Concession employees with adequate education, training, and insurance approved by the Service may conduct weekly/monthly visual inspections. The Concessioner shall maintain written records verifying the completion of such inspections through the term of the Contract and must provide the records to the Service upon request.
- (f) The Concessioner must conduct applicable fire prevention awareness training for staff as required by NPS Reference Manual #58 (Structural Fire Management), as it may be amended, supplemented or superseded throughout the Contract term.

(2) *Service Responsibilities*

- (a) The Service is the Authority Having Jurisdiction (AHJ) and will be responsible for approving equipment, materials, installation, or procedure regarding structural fire. The AHJ will be responsible for resolving conflicts between policy, codes, or standards.
- (b) The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Service may contact the Concessioner at the time of the evaluations so that a representative of the Concessioner may accompany the Service evaluator.
- (c) The Service must promptly complete repair and replacement of fire protection systems and life safety systems and components that are found not to be functioning properly during inspections or through other means.

C) Emergency Medical Care

- (1) *Emergency Reporting Procedures.* All Concessioner employees must be trained in proper emergency medical care reporting procedures and must be instructed to provide essential information, e.g., a call back number at their location.
 - (a) Life-threatening emergencies: Park Dispatch at (559) 565-3195 or 911.
 - (b) Non-emergencies: 559-565-4221
- (2) *First Aid Supplies.* The Concessioner must maintain basic first aid supplies at all Concession Facilities. An employee certified in standard First Aid must be at the Concession Facilities during operating hours.
- (3) *Automatic External Defibrillators (AED).* The Concessioner must have one fully operable AED available in a central location for public use at all hours during facility operation.
- (4) *Training.* The Concessioner is encouraged to allow all employees to attend emergency response, cardiopulmonary resuscitation (CPR), automatic external defibrillator (AED), and other first aid training. All kayak guides responsible for clients must be trained in basic ocean rescue techniques. The Concessioner must train and equip personnel for evacuation of employees and visitors.
- (5) *Service Response.* Emergency medical services will be provided by the Service by contacting the phone numbers listed above. Due to the remote location of Santa Cruz Island, any such emergency medical services may have extended response time. The Service will dispatch Rangers and emergency personnel as needed and will investigate all visitor and employee accidents which require medical attention.

9) UTILITY RESPONSIBILITIES

A) Concessioner

- (1) The Concessioner must provide utility services not provided by the Service including electricity, phone, internet, propane, and solid waste and recyclables removal. Solid waste and recyclables removal must be coordinated with the Service and will be either on a "pack in, pack out" or cost reimbursement basis. Generators will not be permitted. Independent and public suppliers are not available in the Area.
- (2) The Concessioner shall encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics.

B) Service

- (1) The Service will not provide any utility services except for potable water and sewage within the employee housing area. The Concessioner will coordinate with the Service for these utility services.
- (2) The Service will bill the Concessioner in accordance with its Applicable Laws, including without limitation, Service Policy, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service.

- (3) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing **90 days before new rates for the upcoming year become effective**. Rates will be based on the preceding fiscal year's actual costs.

10) PUBLIC RELATIONS

A) Required Notices

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

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

Please address comments to: Superintendent
Channel Islands National Park
1901 Spinnaker Drive
Ventura, CA 93001

"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 ("Mark")

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) Websites, Social Media, Advertisements, and Promotional Material

- (1) *Approval of Advertisements and Promotional Material.* 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.
- (2) *Websites, Social Media Postings, Comments, Photos, and Other Content.* All Concessioner websites and 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 websites and social media content for appropriateness and accuracy. The Concessioner must monitor its websites and social media pages on a regular basis and must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery. The

- Concessioner must provide the layout and general content of websites and social media sites for Service approval at least **two weeks prior** to making the site accessible to the public.
- (3) *Material*. All advertisements and promotional material are recommended to be published on minimum 30% post-consumer material paper or tree-free products and double-sided. The use of soy-based ink is also recommended.
 - (4) *Area Publications*. The Concessioner may distribute the Area brochures and Park maps to visitors.
 - (5) *Statements*
 - (a) Authorization. Advertisements, promotional material, and social media sites must include the following Service-approved statement regarding providing services and facilities to the public within Channel Islands National Park: "(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within (area name)."
 - (b) Equal Opportunity. The Concessioner must include an equal opportunity employer statement in any employment advertising in accordance with the Contract, Exhibit C (Nondiscrimination).

11) VOLUNTEERS IN THE PARK (VIP) PROGRAM

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

12) REPORTING REQUIREMENTS

A) Operational Reports

- (1) *Employees and Management List*. The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, office, and emergency phone numbers **within 60 days of the Contract effective date**. The Concessioner will also provide an updated list by **May 1** of each year of the Contract and as significant revisions are made. Additionally, the Concessioner will submit to the Service, upon request, a list of the names and job titles of all employees, seasonal or full-time.
- (2) *Incident Reports*. The Concessioner will immediately report the incidents listed below to an Area Ranger for the following:
 - (a) Any fatalities and any visitor-related accidents or incidents.
 - (b) Property damage estimated to be over \$500.
 - (c) Employee or visitor injuries requiring more than minor first aid treatment.
 - (d) Any fires.
 - (e) Any motor vehicle or boat accidents.
 - (f) Any incident that affects Area resources.
 - (g) Any known or suspected violations of the law.
- (3) *Human Illness Reporting*. Any suspected outbreak of human illness, whether employees or guests, is to be reported promptly to the Service Public Health Officer through the Area's Chief Ranger Office, or their representative. 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, all spills must be reported to the Park Dispatch at (559) 565-3195. The Concessioner will also call the following numbers, as required:
 - (a) National Response Center: (800) 424-8802

- (b) EPA, Region 9, 24-hour Environmental Emergencies: (800) 300-2193
- (c) California Office of Emergency Services, Hazmat Spill Notifications: (800) 852-7550
- (5) *Certificates of Insurance*. The Concessioner will provide annual updated statements and certificates of insurance **no later than 30 days** after the insurance(s) renewal date(s) and in accordance with the Contract.
- (6) *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. The Service must approve these surveys in writing prior to 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 Statistics by Service Type

The Concessioner must provide all operational statistics in a monthly report to the Service no later than the **15th day of the following month** and provide an annual summary report to the Service due **no later than 30 days after the end of the season or calendar year**. The Concessioner must provide the following data in a concise electronic spreadsheet form.

- (1) *Guided Kayak Tours*
 - (a) Revenue by tour type
 - (b) Number of tours, by type
 - (c) Number of clients
 - (d) Number of operating days
 - (e) Average daily, weekly, or monthly rate
 - (f) Turn away demand by type, date, and reason (e.g., weather cancellation, sold out, specified equipment not available, rate resistance)
 - (g) Number of guide employees
- (2) *Equipment Rental*
 - (a) Average length of rental period, by type
 - (b) Average hourly, daily rate
 - (c) Turn away demand by type, date, and reason (e.g., sold out, specified equipment not available, rate resistance)
 - (d) Number of rental employees
- (3) *Retail*
 - (a) Average retail check
 - (b) Number of transactions
 - (c) Number of retail employees
- (4) *Other*
 - (a) Any other revenue per month.

C) Financial Reports

In addition to the Annual Financial Report ("AFR") required by the Contract, the following financial reports are required from the Concessioner. These reports must be developed based on currently acceptable accounting practices. Each revenue-producing department (i.e., guided kayak tours, retail, snorkel equipment rentals, etc.) must have a supporting schedule presenting revenues and cost of goods sold, labor, and departmental expenses. The report format must be agreed upon by the Superintendent at the inception of the Contract.

- (1) *Monthly Franchise Fee Report*. No later than the **15th of the following month**, the Concessioner must report on the franchise fee deposit for the preceding month, including, but not limited to, the total gross receipts by department, total franchise fees by department, and a copy of the electronic confirmation identifying the account and amount transferred.

D) Other Reporting

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

13) 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	Frequency	Due Date(s)
Advertisements & Promotional Material	As Necessary	At least 30 days prior to projected use
Annual Financial Report	Annual	Within 120 days after the Concessioner's fiscal year end
Annual Rate Change Requests	Annual	NLT October 15
Biosecurity Plan	Initial; Annual	Within 120 days after Contract effective date; December 31
Certificates of Insurance	Annual	Within 30 days after renewal or changes
Employee Handbook	Annual	Within 30 days after Contract effective date
Environmental Management Program	Initial, Annual	Within 60 days after Contract effective date; December 31
Fire & Life Safety Inspections	Initial, Annual	Within 30 days of initial occupancy; annually
Management/Employee Contact List	Annual	NLT May 1
Operational Reports	Annual, Monthly	NLT March 1 annually for previous calendar year; NLT 15 th of the following month
Possession of Firearms Policy	Initial	Within 60 days after Contract effective date
Proposed Opening/Closing Dates	Annual	February 1 for upcoming season.
Remittance Report	Monthly	NLT 15 th of the following month
Risk Management Plan	Initial, Annual	Within 120 days after Contract effective date; December 31
Social Media Postings	As Necessary	At least two weeks prior
Solid Waste Streams Report	Annual	NLT February 1
Survey/Visitor Response Data	As Necessary	Within 14 days after receipt
Visitor Satisfaction and Monitoring	Initial	Within 30 days after Contract effective date