EXHIBIT A

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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 Muir Woods National Monument (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

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

(1) Environmentally Preferable. Products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including post-consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.

(2) Post-consumer Material. Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.

(3) Recycling. The act of producing new products or materials from previously used and collected materials.

(4) 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.

3) <u>Management Responsibilities</u>

A) Concessioner

(1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site General Manager who:

(a) Has the authority and the managerial experience for operating the designated Concessions Facilities (assigned land area and buildings) and required and authorized services within the Area;

(b) Must employ a staff with the expertise and training to operate all services 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.

(e) In the absence of the general manager, the Concessioner must designate an acting general manager.

B) Service

(1) The Superintendent of the Area is responsible for all Service operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

(a) Evaluation of Concessioner services and facilities;

(b) Review and approval of rates charged for all commercial services;

(c) Review and approval of all changes to services, advertisements, social media and other items outlined in the operating and maintenance plans;

(d) Review and approval of repair and maintenance plans, construction projects, and all improvements or changes to Concession Facilities; and,

(e) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

4) <u>General Operating Standards and Requirements</u>

A) Schedule of Operation

(1) The Minimum operating season and hours for Required Services are noted in Specific Operating Standards and Requirements section of this operating plan.

(2) The Concessioner must have written approval from the Superintendent before implementing any changes to the approved hours of operation.

(3) The Service will give reasonable notice in writing of any schedule changes it may initiate.

B) Rate Determination and Approval Process

(1) Rate Determination. All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract, including (without limitation) Section 3(e)'s requirements regarding 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 Service Concession Management Rate Administration Guide (July 2010) ("Rate Administration Guide") (a copy of which is available upon request.

(2) Parking Reservation Fee/Rate. Rates for Parking Reservations are determined by the Service-approved Contract Specified Rate method. The Service has established a set rate schedule for the term of the Contract. The Service has set the initial rate for the parking reservation fee/rate at $8.00 for all cars and motorcycles. This rate will increase by fifty cents ($0.50) every second anniversary of the Contract Effective Date for the term of the Contract. No other reservation fees will be charged by the Concessioner. The following is a table of the Contract Specified Rates for the applicable effective dates for the duration of the Contract.

Year 1-2	Year 3-4	Year 5-6	Year 7-8	Year 9-10
$8.00	$8.50	$9.00	$9.50	$10.00

(3) Shuttle Reservation Fee/Rate. Rates for Shuttle Reservations are determined by the Service-approved Contract Specified Rate method. The Service has established a set rate schedule for the term of the Contract. The Service has set the initial rate for the shuttle reservation fee of $3.00 for a round-trip shuttle seat for all visitors above the age of 16. All visitors below the age of 16 are not charged a shuttle reservation fee, but must have a reservation to visit the Area. This rate will increase by twenty-five cents ($0.25) every second anniversary of the Contract Effective Date for the term of the Contract. The following is a table of the Contract Specified Rates for the applicable effective dates for the duration of the contract.

Year 1-2	Year 3-4	Year 5-6	Year 7-8	Year 9-10
$3.00	$3.25	$3.50	$3.75	$4.00

(4) Electric Vehicle Charging Fee/ Rate. Rates for Electric Vehicle Charging are determined by the Service-approved Competitive Market Rate Declaration method for electric vehicle charging in designated Electric Vehicle parking spaces for the duration of the Contract.

(5) Approved Rate Posting. The Concessioner must prominently post all rates for goods and services provided to the visiting public.

(6) Rate Compliance. The Service will check rate compliance during periodic operation evaluations and throughout the year. Approved rates remain in effect until superseded by changes approved, in writing, by the Superintendent.

(7) Discounts. The Concessioner will not be required to honor the America the Beautiful – National Park and Federal Recreation Lands Pass- Annual Pass, Senior Pass or Military Pass for these reservation rates.

(8) Service Administrative Use of Parking Reservations. The Concessioner will provide up to 2,500 reservations of the available supply of parking reservations for complimentary use by the Service for education, community access, or administrative use for each year of the Contract. The Concessioner must work with the Service on an annual basis to identify the reservation process, timing and use of this supply of reservations. Concessioner must honor each administrative reservation request, up to the 2,500 annual allocation, provided that reservation inventory is available at the requested date and time. The annual allocation will

reset each year of the Contract, without any carryover of unused complimentary reservations from year to year.

C) Purchasing

(1) Competitive Purchasing. The Concessioner may purchase products from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price.

(2) Discounts. The Concessioner must take advantage of all available trade, cash and quantity discounts and rebates.

(3) Environmentally Friendly Products. The Concessioner must purchase environmentally friendly products whenever available and feasible.

(4) Prompt Payment. The Concessioner must promptly pay its financial obligations to contractors, vendors, and utility providers, the Service, guests, employees or others.

(5) Local Purchasing. The Service encourages sourcing and purchasing of local products, where feasible.

D) Evaluations

(1) Standards: The Concessioner must manage operations and services to ensure the protection of resources, compliance with environmental, public health, and safety requirements, and provide satisfactory services for the Area visitors within the assigned areas of responsibility. The Concessioner's operation of facilities, and services required by the Contract must conform to the evaluation standards set forth in the current National Park Service Concession Management Guidelines. The Service's evaluation of facilities and services is a component of the Concessioner's annual overall rating.

(2) The Service and the Concessioner will separately inspect and monitor Concession Facilities and services with respect to:

(a) Service policy

(b) Applicable standards

(c) Authorized rates

(d) Fire safety

(e) Public health

(f) Environmental Management Program

(g) Impacts on cultural and natural resources

(h) Integrated pest management policies

(i) Implementation of applicable sustainable practices

(j) Conformance to maintenance programs

(k) Compliance with the Contract including its Exhibits

(l) Interpretive information

(m) Visitor satisfaction and concerns

(3) Periodic Evaluations.

(a) The Service may conduct both announced and unannounced periodic evaluations of Concession Facilities and services to ensure conformance to operational standards. The Service may contact managers at the time of facility evaluations so that a representative of the Concessioner may accompany the Service evaluator.

(b) The Concessioner must meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner must correct deficiencies and complete abatement plans within dates assigned by the Service.

(4) Annual Overall Rating (AOR). As part of the Concessioner Review Program, the Service determines and generally provides the Concessioner with an Annual Overall Rating by March 30th for the preceding calendar year. The Superintendent and/or their representatives are available to meet with the Concessioner to discuss the evaluation. The AOR provides narrative summaries of the operating year, as well as the following reports.

(a) Administrative Compliance Report. This report considers such items as timely submission of the annual financial report, timely and accurate submission of franchise fees, and timely submission of proof of insurance.

(b) Operational Compliance Report. This report summarized the Periodic Operational Evaluations for the year.

(c) Risk Management Program Report. This report is an administrative review of the Concessioner's Risk Management Program.

(d) Environmental Management Program Report. This report is an administrative review of the Concessioner's Environmental Management Program.

(e) Asset Management Report. This report is a review of the Concessioner's Asset Management responsibilities.

(f) Health and Safety Inspections.

- Concessioner Safety Inspection. The Concessioner must perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Program. The Concessioner must ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.
- Service Safety Evaluations. Risk management (safety) is a component of periodic Service evaluations. The Service may conduct safety inspections at its discretion over the course of the Contract term including scheduled or unannounced on-site reviews of reports, plans, facilities, equipment, and inspection records. The Service annually determines and provides the Concessioner with a risk management rating based on the Concessioner's implementation of its documented risk management program. The Service incorporates this rating into the AOR.

(g) Fire Inspections.

- Service Responsibilities. The Service may conduct fire safety inspections at its discretion over the course of the contract term. Service will contact location managers at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.
- Concessioner Responsibilities. The Concessioner must conduct routine fire drills of Concession Facilities as required by its Risk Management Program.

(5) Visitor Comments. The Concessioner must make Service-approved surveys available to visitors to measure service and quality standards, pricing, and overall visitor experience. The Concessioner must provide easy access to a survey.

(a) The Concessioner must investigate and respond to all visitor complaints regarding its services. The Concessioner must provide copies of visitor comments that allege misconduct by concession or Service employees, pertain to the safety of visitors or Service employees, or concern the safety of Area resources to the Service upon receipt.

(b) The Concessioner must forward to the Superintendent by the 15th day of each month, a summary of survey results as well as a summary of all comments and/or complaints received.

(c) The Service will forward to the Concessioner any comments and/or complaints received regarding the Concession Facilities or services.

(d) The Concessioner must investigate and make an initial response to any complaints within 48 hours. The Concessioner must forward to the Superintendent a copy of all responses. The Service will forward to the Concessioner a copy of any Service responses.

E) General Policies

(1) Facilities Use. The Concessioner may use the Concession Facilities only for activities or services that directly and exclusively support the visitor services required or authorized by this Contract unless otherwise approved in writing by the Superintendent.

(2) Smoking Policy. Smoking is prohibited beyond the entrance station to Muir Woods, and within all Area buildings. The Superintendent has designated the visitor parking area as the only area where visitors are allowed to smoke. During periods of extreme fire danger, smoking is prohibited throughout Muir Woods including parking areas. The Concessioner must provide and maintain cigarette receptacles in the Main Lot as well as in other locations, as determined by the Service, to manage proper capture and disposal of cigarette butts. Concession employees are allowed to smoke in one designated staff smoking area behind the Service administrative building.

(3) External Regulatory Agencies. The Concessioner must submit to the Service any notices of violation, requests for corrective action, or any other type of performance or non-performance notices from external regulatory agencies as soon as possible, but not later than ten days of receipt by the Concessioner. External regulatory agencies are any agencies having authority and/or jurisdiction over any facet of the Concessioner's operations or facilities in the Area. These agencies include, but are not limited to, Marin County, the U.S. Occupational Safety and Health Administration, and the U.S. Department of Labor.

(4) Firearms and Weapons. On-duty employees must not possess or use weapons or firearms. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner with a thorough explanation of the basis of the request. The Superintendent's response to the Concessioner must be in writing and the Concessioner must have written approval from the Superintendent before implementing any exceptions.

(5) Fundraising Activities.

(a) The Concessioner must limit in-Area fundraising to activities that support Service-authorized Park Partners (as per Director's Order 21). The Concessioner must obtain the Superintendent's written approval prior to engaging in any fund-raising activities.

(b) Fundraisers may engage in Service-approved events to raise funds in support of Area programs and projects. The Concessioner may participate in such events.

(c) The Concessioner may participate in a donation program through a separate agreement with the Service that asks guests to donate to the Area's fundraising program.

(6) Credit Cards.

(a) The Concessioner must accept, at a minimum, American Express, MasterCard, Visa, and Discover credit cards, and debit cards. Concessioners may choose to not require signatures for credit card charges of less than a certain dollar amount based on their own determinations of the best business practices for their operations.

(b) The Concessioner must also accept U.S. currency, and traveler's checks.

(7) Lost and Found

(a) Procedures for the handling of lost and found property must conform to Directors Order (DO) 44, Personal Property Management Information Notice 05-01, and 41 CFR 101-48. These can be found at http://www.nps.gov/policy/DOrders/RM44.pdf

(b) The Concessioner must work closely with Service when handling lost, found or unattended property in Land Assignment Area. Items are to be turned over to concession personnel responsible for administering the lost and found program and tagged with a

lost and found report (Form 10-166) to identify the item, date, location, and name of finder.

(c) The Concessioner must instruct persons who find items within the Land Assignment Area to take such items to the Muir Woods Visitor Center.

(d) Items of value must be reported to the Area as soon as possible and assigned a reference control number. All items must be delivered to the Muir Woods Visitor Center within 24 hours or not less than two times per week.

(e) Other items not claimed by the owner within 60 days are considered abandoned to the United States and must be disposed of in accordance with 41 CFR 101-48. Current regulations do not permit the return of found items to finders.

(f) Once property is turned in to the Service, it will be the Service's responsibility to return the property to the owners.

(g) Abandoned Vehicles. The Concessioner must advise the Division of Law Enforcement and Emergency Services of any vehicle that is not currently licensed, not operable, or appears abandoned within the Land Assignment Area. This policy applies to employee vehicles.

(h) Abandoned Property. As part of its Lost and Found program, the Concessioner must develop procedures for disposal of property abandoned by Concession employees.

(8) Vehicles.

(a) Licensing, Insurance, Maintenance and Registration. The Concessioner must ensure that all vehicular equipment used by the Concessioner in its operations under the Contract is properly registered, licensed, insured, and maintained in accordance with Applicable Laws. Concessioner must follow all laws related to Motor Vehicle Traffic Regulations (SDCL 32-14) and 36 CFR 4 Vehicles and Traffic Safety.

(b) Golf Cart Usage. The Concessioner may use golf carts within the Land Area Assignment. All vehicles must be operated in accordance with Applicable Laws.

(c) Concessioner Parking. The Concessioner is assigned three (3) administrative parking spaces for business and/or employee use and carpooling is encouraged. The Concessioner and its employees must only use Service-approved assigned administrative parking spaces to park and store vehicles and equipment in a safe, organized manner.

(d) Service employees will not be allowed to park within the Concessioner Land Assignment except in conjunction with the Service-approved administrative use program.

(e) Transportation of Employees. The Concessioner must obtain all permits or licenses of state or local governments, as applicable, to conduct employee transportation services and must operate in compliance with all Applicable Laws. The Concessioner must ensure that vehicles used to transport employees receive periodic safety inspections and that any necessary repairs are performed immediately

(f) Identification. The Concessioner must identify its vehicles with the company name and logo.

(9) Interaction with Wildlife.

(a) The Service prohibits feeding of wildlife within the Area. The Concessioner must completely control and contain all food supplies and waste materials and containers, within the Concession Facilities and shared use dumpster, in order to avoid attracting wildlife.

(b) The Concessioner must immediately report any unusual wildlife observations.

F) Human Resources Management

(1) Employee Identification and Appearance.

(a) At a minimum, the Concessioner must issue all employees an employee photo identification card that includes their name and an expiration date based on the employee's anticipated departure date. The Concessioner must collect the identification

cards upon termination of employment or at the end of the season for seasonal employees.

(b) The Concessioner must ensure that all employees in direct contact with the general public wear uniforms or standardized clothing with their personal nametags. At the beginning of this Contract, the Concessioner must obtain the Superintendent's approval of the uniforms. Thereafter the Concessioner must obtain the Superintendent's approval for any changes.

(2) Employee List. The Concessioner must submit to the Superintendent a list of the names, job titles, and contact information for all managers within sixty (60) days (Management Listing Report) of effective date and annually thereafter. The Concessioner must provide a list of after-hours contacts and phone numbers for emergencies. The Concessioner must provide updates when necessary.

(3) Employee Qualifications. All employees must understand the requirements and procedures of their jobs as well as specific Area regulations and the purposes for these regulations. All information provided by staff to visitors must be accurate. In addition, information presented by staff must be complete, appropriate to the audience, and related to Area themes. This basic understanding must include knowledge about the Area's purpose and significance, familiarity with the layout of the Area and key features, working knowledge of how to recreate in the Area environment appropriately, and Service regulations.

(4) Employee Hiring Procedures.

(a) The Concessioner must submit its drug free workplace policy, background check, and associated hiring policies for the review of the Superintendent within forty five (45) day of the Contract Effective Date. If the Concessioner amends these policies substantively, it must submit the amendment for the review of the Superintendent.

(b) The Concessioner must not employ in any status the spouse or children of the Golden Gate National Recreation Area Superintendent, Deputy Superintendent, Business Management Division staff, or Safety Officer. The Concessioner must not employ in any status any other Service employee, their spouse or minor child without the Service's written approval.

(5) Training.

(a) Safety. The Concessioner must train its employees according to the training requirements in its Risk Management Plan.

(b) Job Training and Orientation. The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public. The Concessioner must provide mandatory employee orientation for all new employees and inform employees of Service regulations and requirements that affect their employment and activities while working in the Area. As part of the orientation, the Service will be given adequate time to review regulations and policy with employees and managers, as appropriate. Training must include the following in addition to job specific skills.

- Service Concessions Management: The Concessioner must orient its managers to the Service evaluation and rate policies, as outlined in the Concessions Management Guidelines.
- Customer Service Training. The Concessioner must provide customer service training for employees who have direct visitor contact.
- Environmental Training. The Concessioner must provide environmental training to all employees according to requirements in its Environmental Management Program.
- Orientation to the Area. The Concessioner must provide orientation and training for its employees regarding working in Muir Woods National Monument, its history, resources, and the concessioner's role in resource preservation.
- The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working and residing within the Area. The

Concessioner must orient its employees to the resources of the Area, including potential safety hazards and their mitigation. This must include information on hazards employees may encounter on their time off.

- The Concessioner may request Service staff present certain topics of interest.
- Employees must be encouraged to attend any Service -sponsored training relating to concession operations in the Area. Employees, especially managers, may attend other Service training as space permits and determined appropriate by the Service.
- Worker's Compensation. The Concessioner's managers and human resources staff must attend worker's compensation training to understand how to comply with worker's compensation laws and policies, so as to mitigate work-related accidents.

(6) Employee Handbook. The Concessioner must provide all employees with access to a copy of the Concessioner's employee handbook, which must specifically identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of all employee handbooks to the Service for a 30-day period of review and approval prior to distribution to employees to ensure consistency with all Service rules and regulations. When the Concessioner updates its handbook, the Concessioner must forward access to a copy to the Service.

(7) Employee Conduct. The Concessioner must review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner must take such actions as are appropriate to fully correct any such situation.

G) Service Contract Act of 1965

(1) The Contract is subject to the Service Contract Act of 1965 (41 U.S.C. §6701 et seq.) ("Act") and is subject to the labor standards clauses for Federal service contracts exceeding $2,5000 that are attached hereto and incorporated herein in full as Attachment 1 to this Operating Plan and is subject to all other applicable provisions of the Act and regulations of the Secretary of Labor issues thereunder (20 C.F.R. Part 4).

(a) For the sole and limited purpose of conforming the terms contained in the labor standards clauses of Attachment 1 to the terms used in the Contract (including the Operating Plan), the term "contractor" shall mean "Concessioner" and the term "contracting officer" shall mean the "Superintendent" of the Area when applying the provisions of Attachment 1 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 2 to this Operating Plan.

5) <u>Risk Management</u>

A) Risk Management Plan

(1) The Concessioner is responsible for providing a safe and healthful environment for its employees and visitors as outlined in the Contract.

(2) The Concessioner must develop, maintain, and fully implement a Risk Management Plan in accordance with Service Policy, the Occupational Safety and Health Act (OSHA) and Director's Order #50B, Occupational Safety and Health Program. **The Concessioner must make an initial submittal and request for acceptance of this plan to the Service within one hundred and twenty (120) days after the Contract Effective Date**, and must provide an updated revision annually thereafter by November 15 of each year for review. The program must include, at a minimum, the following components:

(a) How the Concessioner will make the policy available to its staff.

(b) The name of the Concessioner's local safety and health official.

(c) How the Concessioner will hold its management team and staff accountable for carrying out the risk management program.

(d) How the Concessioner will ensure that adequate funding is available to support the program.

(e) An annual update of the Concessioner's risk management goals and objectives.

(f) Annual inspection schedules and the method for ensuring employees conduct the inspections.

(g) The Concessioner's method for ensuring that qualified individuals are capable of recognizing and evaluating hazards.

(h) The Concessioner's records management plan for risk management (e.g. training, inspection and accident/injury records).

(i) How deficiencies will be classified (examples) and the hazard abatement schedule for deficiencies classified as:

- Imminent danger
- Serious hazard
- Non-serious hazard

(j) The Concessioner's procedures for recording, reporting and investigating employee and guest injuries.

(k) How the Concessioner will promote safety awareness for guests.

(l) Emergency Procedures. This includes identifying probable occurrences, coordinating with plans developed by the Service for the Area, and identifying how the Concessioner will train its staff to implement the plans.

(m) Vehicle Damage and Visitor Injury. The Concessioner must include within its Risk Management Plan, strategies to mitigate vehicle damage and visitor injuries and include a process in place to deal with these events occurring within its Area Assignment.

(3) Trained Concessioner employees may provide basic medical assistance in an emergency until Service or Marin County Fire, or other designated first responders arrive.

B) Emergency Plans

(1) Emergency Action Plan. The Park will provide Concessioner with emergency plans for fire or other disasters requiring evacuation of Muir Woods, and will work with Concessioner to plan for implementation (e.g. managing an evacuation). As part of the Concessioners Risk Management Program, it must develop an "Emergency Action Plan" identifying the steps it will take in the event of an emergency. These must include but not be limited to scenarios in the event of structural fire, wildland fire, earthquake, or other natural disasters in the area and must be location specific. The Plan must include evacuation procedures for guests and employees, as well as procedures for safeguarding valuables. The plan should also include how employees will respond to an incidental spill of a hazardous chemical, and the quantity that is considered an incidental spill. The Concessioner must have a plan in place for chain of communications in the event of an emergency or accident (e.g., first notify Emergency Dispatch or 911).

(a) Emergency Response to Hazardous Materials Spills.

- The Concessioner must immediately contact Park Dispatch or 911 for any spill/release larger than an incidental spill. The Concessioner must also contact Service Chief of Environmental and Safety Program at (415)-561-4726 to report any spill/ release larger than an incidental spill. The Concessioner must provide training and emergency response equipment as appropriate and must maintain equipment in good condition.

(b) Emergency Evacuation Plans.

- The Concessioner must develop and maintain written Emergency Evacuation and Fire Prevention Plans in accordance with 29 CFR 1910.38, 1910.39 and the National Fire

Prevention Act 101. The Concessioner must train staff on the execution of the plan. The Concessioner must post a fire or emergency exit plan in each of its assigned facilities.

6) Protection and Emergency Services

A) General

(1) The Concessioner must manage its facilities, land assignment, and employees in a way that minimizes the potential for conflicts to escalate and limits the need to involve the Service's Visitor and Resource Protection Division in minor situations. However, when the Concessioner believes a law has been violated, it must contact Law Enforcement and Emergency Services at Emergency Dispatch: (415) 561-5656, or 911, or Non-Emergency Dispatch: (415) 561-5505.

(2) If the Concessioner finds evidence of illegal drug use/possession/distribution within the Area they are to immediately contact the Service's Visitor and Resource Protection Division.

B) Structural Fire Prevention, Protection and Suppression

(1) Fire prevention, protection, and suppression are primary considerations at all facilities.

(2) Local Fire Protection Responsibilities. The Marin County Fire Department provides emergency response fire protection through an agreement with the Service.

(3) Concessioner Fire Prevention and Protection Responsibilities.

(a) General. The Concessioner is responsible for fire prevention within its assigned Concession Facilities.

(b) Fire Prevention Program. The Concessioner must implement a fire prevention program to maintain its operations and Concessions Facilities in a manner that minimizes the risk of fire. Concessioner must provide and maintain fire extinguishers in all Concessioner Facilities.

(c) The Concessioner must employ a "no tolerance" policy and immediately terminate any employee found to have tampered with smoke or heat detectors, fire suppression systems or fire extinguishers.

(d) The Concessioner must respond to all fire system alarms in the Concession Facilities and cooperate with the Service in providing security in the event that instances of vandalism, damage, theft, or unlawful entry occur frequently or are likely to occur.

(4) Emergency Medical Care

(a) Emergency Medical Care. The Concessioner should immediately report medical emergencies by calling Emergency Dispatch: (415) 561-5656 or 911. The Service has trained first-responders that will assist when possible.

(b) Training. The Concessioner is encouraged to allow its employees to attend cardio pulmonary resuscitation (CPR), automatic external defibrillator (AED) and first aid courses. Trained Concessioner employees may provide basic medical assistance in an emergency until Service, Marin County Fire, or other designated first responders arrive.

(c) The only persons the Concessioner may transport are on-duty Concession employees who decline or refuse EMS.

(d) Reporting Medical Incidents. The Concessioner must report all medical incidents to the Chief of Business Management (415)-561-4993), or designee, as soon as possible and within 24 hours.

7) Environmental Management Program

A) Concessioner Environmental Self-Inspections

(1) The Concessioner must periodically conduct interior and exterior environmental inspections of all Concession Facilities, including off-site support facilities, in accordance with its documented Environmental Management Program (EMP).

B) Concessioner Environmental Self-Evaluations

(1) The Concessioner must self-assess its performance under its EMP at least annually per Section 6(b) of the Contract, and provide a summary of EMP performance to the Service annually by November 15. The Concessioner must ensure employee compliance with environmental laws and regulations, as well as Service policies and guidelines.

C) Evaluations

(1) Environmental management is a component of regular Service evaluations. The Service annually determines and provides the Concessioner with an environmental management rating based on the Concessioner's implementation of its documented environmental management program. The Service incorporates this rating into the Concessioner's Annual Overall Rating.

D) Environmental Audit

(1) The Service may periodically conduct a comprehensive environmental audit of all operations and facilities in addition to its review of the Concessioner's EMP. The Service environmental audit program evaluates the Concession Facilities and operations with respect to environmental compliance, conformance with the Concessioner's EMP and best management practices criteria required of the Concessioner and contained within the current Service environmental audit program operating guidelines.

(2) The Concessioner must cooperate with the Service in scheduling environmental audits, accompany Service staff on audits and evaluations if requested, and provide full access to management facilities, documentation and other resources necessary for the Service to conduct audits or evaluations.

(3) The Concessioner must correct deficiencies by the established due dates or establish abatement plans to correct deficiencies. The Service approves abatement plans.

8) <u>Utilities</u>

A) Concessioner Responsibility

(1) The Concessioner is responsible to contract with the utility providers for all utility services not provided by the Service, including telephone and internet. The Concessioner is responsible for the direct payment to these suppliers.

(2) For utility services provided to the Premises by the Service, including water, sewage disposal, propane, and electricity, the Concessioner must reimburse the Service for the Service's costs to purchase and distribute utilities. The Service's costs to purchase and distribute Service-provided utilities will include the following:

(a) The Service's cost, computed on an average cost per unit basis, as applicable, to purchase utilities from third party providers;

(b) The Service's costs to operate and maintain the utility distribution system, including capital cost contributions as permitted by NPS Director's Order 35-B for infrastructure system improvements, upgrades and replacement; and

(c) The Service's allocated expenses for administration related to the provision of utility services.

The Service may adjust rates as frequently as quarterly based upon the Service's costs from the previous quarter or period from the last such adjustment. The Service will prepare invoices on a basis no less than annually (however, at the Service's discretion, and the Service may invoice more frequently on a quarterly or monthly basis) by applying the appropriate rate against the metered usage or consumption of utility by the Area.

(3) The Concessioner must promptly pay for all utility services, whether provided by a governmental authority, public, or community service company.

B) Service Responsibility

(1) The Service will provide garbage disposal service to the Concessioner in the form of non-exclusive use of Service dumpster at Nursery Area. Currently the Service does not bill for

garbage disposal, however the Service reserves the right to charge appropriate rates for this service in accordance with regulations and policies.

(2) The Service is responsible for water use and sewage disposal in the assigned comfort station (MW-17).

9) <u>Public Outreach</u>

A) Required Notices

(1) The Concessioner must prominently post the following 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- Muir Woods National Monument.
Building 201, Fort Mason
San Francisco, CA 94123-0022

B) Media Inquiries

(1) The Concessioner must forward all media inquiries concerning operations within the Area to the Office of the Superintendent.

C) Annual Outreach Plan

(1) The objective of the Annual Outreach Plan is to provide information to a broad and diverse range of visitors regarding the need for advance trip planning, how to make a reservation, and how the parking management and visitation reservation system will play a vital role in ensuring preservation of resources of the Area.

(2) T**he Concessioner must develop and submit for approval to the Service an Annual Outreach Plan (AOP) within seven (7) days of Contract Effective Date** and by November 15 each year for the following Calendar Year. The AOP must include at a minimum but not be limited to:

(a) Purpose and Objective

(b) Target Markets, including diverse local, national and international markets

(c) Outreach Channels

(d) Key Messages

(e) Service Interpretive Messages

- Interpretive Initiatives. The Service will annually evaluate interpretive and informational efforts to ensure interpretive appropriateness, accuracy, quality, and the relationship of interpretive presentation to Service themes.

(f) Coordination with Park Partners

(g) Outreach and Marketing Materials

(h) Signage

(i) Marketing strategy for sales of reservations

(j) Third Party Intermediaries Strategies and Forecast

D) Promotional Material

(1) Approval. The Concessioner must obtain Service approval, for all promotional or advertising material prior to any use including publication, distribution, and broadcast, etc. The Concessioner must contact the Service well in advance to establish specific periods for review of new projects or major changes to existing materials. The Superintendent may require the Concessioner to remove from circulation any unapproved promotional material.

(2) Changes. The Concessioner must submit brochure and website text and design changes to the Superintendent for review and approval at least 30 days prior to projected need/publishing dates. The Superintendent will respond to minor changes to promotional material text within 15 days after receiving the request from the Concessioner.

(3) Use of National Park Service Authorized Concessioner Mark (Mark).

(a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."

(b) Authorized Users. The Service authorizes the Concessioner to use the Mark at the start of the Contract in accordance with the approval procedures below. Following the first year of the Contract, the Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark.

(c) Authorized Uses of the Mark. The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.

(d) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.

(e) Artwork, Layout and Use. The Concessioner must use official artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab.

(f) Approval Procedures. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.

(4) Statements.

(a) Authorization. All advertisements must include a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public at Muir Woods National Monument.

(b) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.

(5) Social Media.

(a) 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 Concessioner must monitor content and comments posted by visitors to the page and remove any content that is inaccurate, offensive or irrelevant. All social media content is subject to review by the Service and the Concessioner must remove postings upon request of the Service.

(b) The Service must approve advertising and promotional content for social media sites if different from previously approved for other media.

E) Changeable Message Signs

(1) The Concessioner must collaborate with Service and Caltrans to provide visitor reservation information on three existing Changeable Message Signs (CMSs) along Highway 101. The Service will facilitate the initial introduction between the Concessioner and appropriate Caltrans personnel.

(a) The Concessioner must utilize CMSs to provide up-to-date same day parking and shuttle reservation information to visitors.

(b) The Service will review and approve draft CMS text.

(c) The Concessioner must coordinate directly with Caltrans message update system to request message updates as needed.

10) <u>Volunteers in Parks (VIP) Program</u>

The Concessioner may allow its employees to participate in the Volunteers in Parks (VIP) program if the Service approves.

11) <u>Specific Operating Standards And Requirements</u>

A) General

(1) 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 defined by the Service.

B) Staffing

(1) Concessioner must have sufficient staffing to perform required visitor services, and all staff must be familiar with the visitor services available under this Contract.

(2) Parking and Shuttle Reservation Service Operations. The Concessioner must provide all personnel, facilities, contracted services, equipment, supplies, materials, and training required to process reservations and adequately meet visitor demand.

(3) On Site Supervision. During business hours, the Concessioner must always have on site a supervisor and/or a qualified designee who will be available on site to address visitor complaints and problems.

(4) Point of Contact. The Concessioner must assign a point of contact (POC) for the on-site parking management as well as the reservation system. The parking and reservation POC must work with the Service to review on site operational issues as well as website content on an on-going basis.

C) Visitation Management System Start-Up Period

(1) The Concessioner must operate a "start-up period" for the first sixty (60) days of the Contract, commencing on the effective date of the Contract (as defined in section 1 of the Contract) ("Contract Effective Date"). The Concessioner must provide the following services during the start-up period:

(a) Beginning thirty (30) days from the Contract Effective Date, On-site parking management. Concessioner must provide parking management staff in the Area to facilitate visitor traffic flow. During the startup period visitors will not have visitation reservations.

(b) Beginning forty five (45) days from the Contract Effective Date, accept web and call center advance reservations. The Concessioner will not require visitors to have reservations until sixty (60) days after the Contract Effective Date.

D) Reservation System Elements

(1) The Concessioner must provide a real time on-line reservations system with accurate, up- to-date information. The system must provide for a high quality and efficient visitor transaction experience.

(2) Project Development Timeline. **The Concessioner must develop a project plan for system design and delivery by seven (7) days after the Contract Effective Date**. Included in this project plan must be timeline for the steps the Concessioner anticipates requiring to deliver a live reservation system within forty five (45) days of the Contract Effective Date. The Concessioner will assume that any Service review period will be seven (7) days.

(3) System Design Plan. The Concessioner shall provide for Service review a system design plan that includes all elements of the reservation system from the initial landing page to reservation purchase confirmation page. Additionally, this plan will include customer service scripts for the call center experience. It also will include (1) a means for notifying customers that reservations are non-transferrable (e.g. may not be re-sold or otherwise transferred) and there will be in-Park spot checking of whether the person using the reservation is the same as the person making the reservation; and (2) a system for enforcing the non-transferability of the reservations that, at a minimum will include on-site spot-checking of whether the person using the reservation is the same as the person making the reservation. **The Concessioner must submit to the Service for review and approval an initial System Design Plan within thirty (30) days after the Contract Effective Date**. Any updates desired to the system design plan shall be submitted to the Service for approval and shall be reviewed in a timely manner.

(4) Quality Control Standards. The Concessioner must provide a Reservation Quality Control Plan establishing quality control standards for all aspects of the reservation operation. **Concessioner must provide initial plan to the Service for review and approval within thirty (30) days after Contract Effective Date** and must provide annual updates no later than November 15 each year for the next calendar year.

(5) *Specific Operating Standards*

(a) Universal Access (Section 508 Standards) is a requirement of the reservation system. Website accessibility should achieve a minimum of A rating, with a goal of AAA for all web site components, according to standards and testing tools developed and distributed by the World Wide Web Consortium (https://www.w3.org).

(b) A parking reservation is for one (1) personal occupancy vehicle (POV) only. A maximum of two (2) parking reservations may be purchased per transaction per day and are specific to person to whom the reservation is issued. Parking reservations are non-transferrable (e.g. may not be re-sold or otherwise transferred). Other than restricting the purchase of parking reservations to two (2) reservations per transaction per day, the Concessioner may not pose any restrictions or requirements on the ability to create a parking reservation including, but not limited to: requiring log-ins, creating usernames, or joining clubs or list-serves.

(c) A shuttle reservation is for one (1) seat on the Muir Woods Shuttle. A maximum of ten (10) shuttle reservations may be purchased per transaction per day. Shuttle reservations are non-transferrable (e.g. may not be re-sold or otherwise transferred). Other than restricting the purchase of shuttle reservations to ten (10) reservations per transaction per day, the Concessioner may not pose any restrictions or requirements on the ability to create a shuttle reservation including, but not limited to: requiring log-ins, creating usernames, or joining clubs or list-serves.

(d) The Concessioner must develop and implement an effective system for enforcing the non-transferability of the reservations that, at a minimum will include on-site spot-checking of whether the person using the reservation is the same as the person making the reservation.

(e) The Concessioner must provide for the Service's approval a plan for accommodating non-commercial group reservation sales as part of the system design plan.

(f) The Concessioner must not sell additional services under the reservation system without prior written approval from the Service.

(g) The on-line reservation system must include a Customer Support link for visitors to provide feedback and to inquire about reservations.

(h) The Concessioner must complete requests by the Service to update any content on the website within 48 hours of the request.

(i) The Concessioner must contact the Service immediately in the case of any website outages.

(j) The Concessioner may have only one reservation website for providing the required services under this Contract. The Concessioner and all entities related to the Concessioner may not sell any services required or authorized under the Contract on another website or through another reservation service.

(k) The Concessioner must make reservation services available via toll free telephone, internet, across all relevant mobile platforms and must provide all staff and technology necessary to facilitate walk-up reservations at shuttle and parking locations. In conjunction with the Service, the Concessioner must identify the most suitable on-site locations for walk up reservations to occur.

(l) The Concessioner must provide a voice response system that will be available 24/7 to deliver recorded messages, including information about schedules, fares, shuttles, driving directions, parking, a statement identifying that the Concessioner is operating pursuant to a concession contract with the Service and other essential information. The Service will annually review and approve the message provided.

(m) A link on the Concessioner's web site must allow visitors to on-line instant chat with agents to ask questions or get help booking reservations. This on line chat must correspond with hours that the call center is operating.

(n) The Concessioner must work with the Service to identify the reporting required by the Service and Marin Transit for operational and reservation inventory planning. The Concessioner must provide these reports on a regularity that is mutually determined by the Service and the Concessioner. The Concessioner must make these reports available to the Service through a secure reporting portal. The Concessioner must also run custom reports on a frequency mutually agreed upon between the Service and the Concessioner. Custom reports include information including, but not limited to: arrival forecasts (e.g. daily, weekly, monthly arrival reports), number of cancellations and timing, web visitation, click-through and conversion rates, and other relevant customer service metrics identified by either the Concessioner or the Service.

(o) The Concessioner must notify and coordinate with the Service and the Service webmaster when updates/changes are made to its website that may impact the Golden Gate National Recreation Area/ Muir Woods National Monument website information, so that any link adjustments may be made in a timely manner. Updates/changes include, but are not limited to, schedule changes, changes to any specific information regarding visits to Muir Woods parking and shuttle reservation/purchase procedures, emergency procedures, and the Concessioner's internal web configuration.

E) Minimum Reservation Transaction Information Requirements

(1) The following information must be included, at a minimum on each reservation:

(a) The rate charged for any reservation

(b) Confirmation Number

(c) Itemization of all charges

(d) Visitor arrival time for parking reservations, allowable grace period, and estimated departure time for shuttle embarkation to allow for a planned visitor experience.

(e) Specific location for shuttle services and time for shuttles to ensure that a visitor arrives in the right location.

(f) Cancellation policy

(g) Methods for printed and electronic tickets

(h) Methods for ticket verification for both parking and shuttle reservations

(i) Explicit notice that the reservation is non-transferrable (e.g. may not be re-sold or otherwise transferred) and there will be in-Park spot checking of whether the person using the reservation is the same as the person making the reservation

(2) Printed Reservations. Any transaction information printed by the Concessioner must be printed on minimum 30% post-consumer recycled content paper, or on other paper approved by the Service.

(3) Using a method that aligns with the method of the reservation made, the Concessioner must provide immediate confirmation of reservations to customer.

F) Reservation Call Center

(1) Service Levels. Reservation staff must answer calls promptly and courteously, and service levels must be commensurate with industry best practices agreed to by both the Service and the Concessioner. If the Service determines the Concessioner is not meeting call center service levels, the Concessioner must adjust staffing levels or provide additional training.

G) Reservation Hours of Operation

(1) On Line Operating Hours. Year round and twenty four (24) hours per day with the exception of any brief, scheduled system updates.

(2) Call Center Operating Hours. Minimum hours of operation: Seven (7) days a week, from 7:30 am to 5:00 pm. Pacific Standard Time.

H) Reservation System Inventory and Management

(1) Daily Parking Reservation Allocation. The Concessioner will be allocated a daily maximum number of parking reservations by season according to the table below. The Service will periodically review Muir Woods visitation statistics to compare actual visitation to the daily maximum visitation goals. If there are seasons where parking reservations are consistently sold out on a daily basis, and visitation is consistently below the daily maximum visitation goal, the Service may make adjustments to allocate additional daily reservations to Concessioner for that season in future years of the Contract. Any changes will be at the Service's sole discretion.

Daily Parking Reservation Allocation

Season	**Low Season**	**Low Shoulder Season**	**Higher Shoulder Season**	**Peak Season**	**High Shoulder Season**	**Low Shoulder Season**	**Low Season**
Period	January 1st to Last day of PST	1st day of PDT to 30th day of PDT	31st day of PDT to Friday before Memorial Day	Saturday before Memorial Day to Labor Day	Day after Labor Day to September 30th	October 1st to Last day of PDT	1st day of PST to December 31st
Weekend/ Holiday	677	677	855	887	855	677	677
Weekday[3]	532	726	919	937	919	726	532

(1) PST is defined as Pacific Standard Time
(2) PDT is defined as Pacific Daylight Time
(3) During certain seasons, weekday parking reservation allocations may exceed weekend/holiday reservation allocations due to lower demand and/or restricted shuttle and/or CUA commercial carrier capacity on weekdays, thereby allowing additional visitors by POV while still satisfying the daily maximum visitation goals.

(2) The Concessioner must develop a Reservation Inventory Management Plan that demonstrates to the Service an understanding of the reservation system inventory for parking and shuttle operations as well as the Service's requirements for management of reservation inventory.

Concessioner must provide initial plan to Service for review and approval within twenty-one (21) days after Contract Effective Date.

(3) The Concessioner must allow parking and shuttle reservations to be made up to ninety (90) days in advance on a rolling basis. The Concessioner's Reservation Inventory Management Plan must include a proposed plan to stagger the release of the daily parking reservation inventory during the ninety (90) days in advance window for purchase of a reservation. "Staggering" is defined here as a phased release of a day's parking reservation inventory over the course of the required ninety (90) day advance reservation window.

(4) The Concessioner's reservation system must not impose a time limit requirement on same day vehicle parking or on same day return shuttle trips.

(5) The Concessioner must efficiently manage parking and shuttle reservation inventories to manage for a suitable distribution of visitors in POVs and visitors arriving by shuttle. This must include the Concessioner working with the Service and Marin Transit to ensure that shuttle operating schedules and distribution of reservation inventory provide for appropriate loading, trip experience and return times. Shuttle reservation system allocation must be based upon the shuttle service schedule and load factors on shuttle buses.

(6) The Concessioner must manage the inventory of assigned accessible parking spots and restrict the use of these designated parking spaces to vehicles with valid Disabled Person Parking Placards. The Concessioner must also manage the electric vehicle charging station parking spots and restrict reservations for these parking spots to visitors with an electric/plug-in vehicle. The Concessioner will be permitted to release any unreserved electric vehicle charging station spots to non-electric vehicle parking reservation after 5pm PST the day before the parking reservation date.

(7) The Concessioner must manage the parking and shuttle reservation supply to ensure no overbooking. The Concessioner must allow for a sufficient vacancy rate at all times to ensure availability of a parking space or shuttle seat, as applicable, for each reserved arrival.

(8) The Service's objective is for all reservations to be made available for advance purchase; no reservations should be explicitly restricted or held for day of reservations. The Concessioner is required to accommodate day-of reservations when there are available reservations.

(9) Except pursuant to Service approval, the Concessioner must not give a preference to any person or entity for parking and/or shuttle reservations with the exception of the Service's Administrative Use program, designated accessible parking spots, and electric vehicle charging station parking spots, as defined by the Service.

(10) The Concessioner must implement procedures that will prevent reservations from being obtained or used for distribution or re-sale by any person or entity not so authorized. These procedures must address sales through all available methods. The Concessioner must update these procedures upon request by the Service. The Service has the right but not the obligation to require specific adjustments be made to these procedures.

I) Third Party Sales or Intermediaries

(1) Joint and Packaged Sales. No joint or packaged sales shall be allowed without the approval of the Service.

J) Reservation Changes, Cancellations, and Refunds

(1) The Concessioner must develop parking and shuttle reservation change, cancellation and refund policies. The Concessioner must submit these policies to the Service for review and approval prior to implementation. Concessioner refund policy shall be included in the Reservation Inventory Plan. Annual updates shall be provided on this element no later than November 15 each year for the next calendar year. The Concessioner must include the policy in all reservation confirmations, as well in its general information about reservations on its website, collateral materials and call center scripts

(2) At a minimum, the Concessioner must provide a full refund for cancellations of reservation seventy-two (72) or more hours in advance of the reservation time. This cancellation window shall be open for evaluation by the Service and updated on an annual basis as information on cancellation trends emerge.

(3) The Concessioner must process refunds on the same day for online reservations, and within forty-eight (48) hours for refunds issued via the call center.

(4) The Concessioner must also provide refunds as a result of security, safety, shuttle breakdown or other similar types of closures. The refund policy must apply to all types of reservations.

(5) At a minimum, the Concessioner must allow for changes to reservations without penalty if they occur outside of seventy-two hours (72) prior to the reservation time. The Concessioner has discretion regarding charging a change fee, subject to Service approval, for changes that occur within seventy-two (72) hours of the reservation.

K) On-site Parking Operations

(1) Parking and Pedestrian Traffic Control Plan. The Concessioner must work with the Service to develop strategies to monitor and assist with parking traffic flow and control and pedestrian safety. **The Concessioner must develop and submit to the Service within thirty (30) days after the Contract Effective Date its proposed Parking and Pedestrian Traffic Control and Safety Plan.** The plan must outline the locations of all staff and the proposed flow of parking and visitors and locations of staff to support the process. Performance metrics as it relates to queueing, idling, and parking wait time must be included. The Concessioner must develop this plan based on feedback from the Service. The Service will review and approve the draft plan. The Concessioner must use the approved plan during the first year of operation, and must monitor the Plan's efficacy monthly for the first year and any year that includes significant changes in the inventory. Within the first year of operation, the Concessioner must work with the Service to refine the plan, and both the Concessioner and the Service must agree on the final plan by the end of the first year of operation. The Concessioner must update the Parking and Pedestrian Traffic Control Plan in accordance with any major changes in parking capacities or locations. For the remainder of the Contract term, the Concessioner must execute the Parking and Pedestrian Traffic Control Plan as approved by the Service.

(2) Classification and Standards. The Service developed service standards based on industry guidelines and Service-specific objectives and requirements for parking garages. Elements of these standards apply to this operation and are in Attachment A-1. Where these standards are in conflict with Muir Woods Site Specific Standards, the Muir Woods Site Specific Standards will prevail. These standards are outlined below:

(3) Vehicles over 22 feet in length are not allowed to use Concessioner parking areas at Muir Woods.

(4) No on-site sales of parking or shuttle reservations are allowed.

(5) Muir Woods Site Specific Standards:

(a) General. The Concessioner must provide a clean and safe place for visitors to park their vehicles while visiting the Area.

(b) Active parking management. Concessioner will actively manage vehicle reservation confirmation and parking system to ensure an efficient and pleasant visitor experience.

(c) Concessioner will confirm each arriving vehicle's reservation promptly. No vehicle queueing allowed along Muir Woods Road.

(d) No vehicles presenting a valid reservation can be turned away due to overbooking. Concessioner must allow for a minimum grace period for each reservation for visitors arriving before or after their reservation start time. Concessioner must allow for standby shuttle visitor access for visitors arriving after reserved shuttle time.

(e) Concessioner must allow Muir Woods Road through access at all times.

(f) Concessioner will direct visitors to available parking locations within its assigned area. Concessioner will minimize visitor circling and idling, ensuring that visitor wait time for parking is minimized pursuant to its Parking and Pedestrian Traffic Control.

(g) Parking is allowed only in Service-approved assigned parking spaces.

(6) Main Lot vehicle access. Concessioner must maintain safe through traffic access for non-POV vehicles in the Main Lot, including, but not limited to: CUA commercial carriers, Marin Transit shuttles, school buses, delivery trucks, Service and partner vehicles, visitors on foot or bicycle, and vehicles dropping off visitors in the designated drop off area.

(7) Hours of Operation. The Concessioner must, at a minimum, operate on-site parking management seven (7) days per week, thirty (30) minutes prior to the Area opening and ending sixty (60) minutes prior to Area closing (see below for Area hours). Concessioner must operate assigned visitor restroom from thirty (30) minutes prior to the Area opening and until Area closing time every day. The Service will establish seasonal Area hours on an annual basis and the Service will notify the Concessioner in writing of the exact opening and closing hours each year, no less than forty-five (45) days prior to implementation.

(8) The Area's seasonal hours are adjusted each year, according to the approximate dates and times below:

Summer	Fall #1	Fall #2	Winter	Spring
27 weeks , mid-March to mid-September	3 weeks, mid-September to mid-October	3 weeks, mid-October to early November	13 weeks, early November to late January	6 weeks, early February to mid-March
8:00 am – 8:00 pm	8:00 am – 7:00 pm	8:00 am – 6:00 pm	8:00 am – 5:00 pm	8:00 am – 6:00 pm

L) Shuttle Operations

(1) Reservation confirmation system. The Concessioner must, in collaboration with Marin Transit, implement a system to confirm that each shuttle passenger provides a valid shuttle reservation. The Concessioner must provide any technology or staff resources necessary to facilitate this reservation confirmation system.

(2) Schedule. The current shuttle schedule is available at www.marintransit.org/routes/66.html#dates. The Service and Marin Transit will establish seasonal shuttle schedules on an annual basis and the Service will notify the Concessioner in writing of changes to shuttle schedule no less than ninety (90) days prior to implementation.

(3) Shuttle seat management. Shuttle vehicles seat thirty-nine (39) passengers. Concessioner must manage reservation allocations to ensure that a shuttle seat is available for each reserved passenger, including children. No "turn-aways" for on time visitors with reservations will be permitted due to overbooking. Visitors with reservations who arrive after their reserved departure time will be accommodated on a later shuttle when seats are available. If there are not available seats on a later shuttle to accommodate the visitor, the Concessioner will not be required to provide a refund to visitors who missed their scheduled shuttle departure.

M) Coordination with FLREA Entrance Fee Collector

(1) The Service anticipates awarding through a separate process authorized by Federal Lands Recreation Enhancement Act (FLREA"), 16 U.S.C. §6801 *et seq*., a fee management agreement that will provide for collection of the Park entrance fee assessed under FLREA. The Concessioner must furnish to the person or entity authorized by any FLREA fee management agreement to collect FLREA entrance fees ("FLREA Entrance Fee Collector") sufficient information regarding reservations made under the Contract-required parking and shuttle reservation system to facilitate the collection by the FLREA Entrance Fee Collector of entrance fees.

12) <u>Reporting Requirements</u>

A) Concessioner Operational Reporting

(1) The Concessioner must provide report data in an MS Office-compatible electronic format. Upon request, the Concessioner must provide all supporting documentation for all operational reports to the Service.

(2) The Service requires the following reports in order to monitor Concessioner activities, understand visitor use and detect trends. The Service may also request other information as it requires. The Concessioner must submit the following reports in addition to those set out in Sections 13 and 14 of the Contract. The Concessioner must provide the Service supporting documentation for all operational reports upon request. Reporting requirements may change or be modified over the course of the contract based on business requirements or operational changes as might occur. The Concessioner must be compliant with all changes to reporting requirements.

(3) Incident Reports. The Concessioner must immediately report the following to an Area ranger or 911, and report to Business Management Division.

(a) Any fatalities or visitor-related incidents that could result in a tort claim to the United States or the Concessioner.

(b) Any motor vehicle accident resulting in property damage, personal injury, or death.

(c) Any incident resulting in personal injury to visitors or employees (requiring more than minor first aid treatment). The Concessioner must notify the Service Business Management office immediately regarding personal injury incidents that involve the Concessioner in any way (i.e. an incident that occurred in Concessioner assigned area or involved a Concessioner employee or a Concessioner service). Concessioner must provide to the Service a full report and analysis of the situation and proposed modifications to the Risk Management Plan within thirty (30) days following any such incident.

(d) Any incident that occurred in Concessioner assigned area or involved a Concessioner employee or a Concessioner service that resulted in property damage exceeding $300.

(e) All suspected or known criminal violations.

(f) Other incidents that may adversely affect Area resources (e.g., fires, hazardous material spills) or violate state and federal law.

(g) Any threats or suspicious behavior.

B) Operational Reports by Use

(1) Visitor Use and Staffing Reports. The Concessioner must maintain a management information system documenting visitor use patterns. The Service may include Concessioner visitor use information provided in documents made available to the public.

(2) Property Management System (PMS). The Concessioner must maintain a PMS to allow for reporting to the Service.

(3) The Concessioner must provide a monthly operational performance report to the Service by the 15th day of each following month, and an annual summary report 120 days after each fiscal year end. The Concessioner must present the data electronically in a concise Excel spreadsheet. The report must include, at a minimum, operational statistics and financial information for each activity noted below.

(a) Reservation System

- Number of reserved shuttle seats
  - ♦ Number of Adults vs. Child reservations
- Number of parking reservations
- Number of reservations sold by type (e.g. shuttle, parking)
- Number of reservations by day
- Reservations by month (e.g. number of reservations booked in January)
- Number of reservation by time period by type (e.g. hourly)
- Number of reservations sold by sales method (e.g. on line, call center)
- Number of cancellations and average cancellation window

- Booking window by month (e.g. how many tickets sold for April in January)
- No show factor (e.g. how many unredeemed reservations)

C) Concessioner Financial Reporting

In addition to the annual financial report (AFR) required in the Contract, the Concessioner must provide the following financial reports:

(1) Franchise Fee Payments. The Concessioner must make payments due to the Service through electronic funds transfers via the U.S. Treasury Pre-Authorized Debit (PAD), or equivalent system. The Concessioner must submit a Monthly Financial Report electronically, in the form prescribed by the Service to the Superintendent, no later than the 15th day of each month, for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday).

(2) Annual Operating Budget. A operating budget including detailed utilization and revenue and expense projections, due by a date determined by the Service upon the start of the Contract.

(3) Financial Forecast. A 12-month financial forecast for the following year on a monthly basis for each business activity, due by a date determined by the Service upon the start of the Contract. The Concessioner must then provide a comparison of actual business activity to budget on a monthly basis.

D) 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.

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	**Schedule**	**Due Date**	**Reference**
Initial Requirements			
Annual Outreach Plan	Initial/ Annually	Within seven (7) days after the Contract Effective Date and by November 15 for the following Calendar Years.	Operating Plan, Sec. 9 C) (1)
Balance Sheet	Initial	Within ninety (90) days of the execution of this Contract or its effective date, whichever is later?	Draft Contract, Sec. 13 (c)
Drug Free Workplace Policy, background check procedure, and associated hiring policies	Initial	Within forty five (45) days after the Contract Effective Date and when updates are made.	Operating Plan Sec. 4 F) (4)
Environmental Management Program	Initial/ Annual	Within sixty (60) days after the Contract Effective Date; updates due by November 15 of each year.	Draft Contract, Sec. 6 B) (1) Operating Plan, Sec 7 A) (1)
Risk Management Plan	Initial/ Annual	Within one hundred and twenty (120) days after the Contract Effective Date; updates due by November 15 of each year.	Operating Plan, Sec. 5 A) (2)

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	**Schedule**	**Due Date**	**Reference**
Physical Security Plan	Initial/ Annual	Within sixty (60) days after the Contract Effective Date and updated as changes made.	Operating Plan, Sec. 6 B) (1)
Parking and Pedestrian Traffic Control Plan	Initial/As Needed	Within thirty (30) days of the Contract Effective Date; updates due by November 15 of each year	Operating Plan, Sec. 11 K) (1)
Reservation Quality Control Plan	Initial/ Annual	Within thirty (30) days of the Contract Effective Date; updates due by November 15 of each year	Operating Plan, Sec. 11 D) (4)
Reservation Project Development Timeline	Initial	Within seven (7) days of the Contract Effective Date	Operating Plan, Sec. 11 D) (2)
Reservation Inventory Management Plan	Initial/ Annual	Within twenty one (21) days of the Contract Effective Date; updates due by November 15 of each year	Operating Plan, Sec. 11 H) (2)
Reservation System Design Plan	Initial/As Needed	Within thirty (30) days of the Contract Effective Date; updates as changes made.	Operating Plan, Sec. 11 D) (3)

Annual			
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	Draft Contract, Sec. 13 (b),(1)
Certificates of Insurance	Annually	At the time insurance is first purchased and annually thereafter	Draft Contract, Sec. 14 (a)
Employee Handbook	Annually	Within thirty (30) of the distribution to employees and when updates are made	Operating Plan, Sec. 4 F) (6)
Inventory of Hazardous Substances	Annually	By January 15	Draft Contract, Sec. 6 (D) (1)
Inventory of Waste Streams	Annually	By January 15	Draft Contract, Sec. 6 (D) (1)
Management Listing	Annually	Within sixty (60) days of the Contract Effective Date and when significant changes occur	Operating Plan, Sec. 4 F) (2)
Operational Reports	Annually/ Monthly	By 120 days after each Concessioner fiscal year and by the 15th day of the following month	Operating Plan, Sec. 12 B) (3)

Monthly			
Franchise Fee	Monthly	By the 15th day after the last day of each month of operation	Draft Contract, Sec. 10 (b)
Visitor Comments	Monthly	By the 15th day after the last day of each month of operation	Operating Plan, Sec. 4) D) (5) (b)
Other			
Promotional Material	As Necessary	At least 30 days prior to projected need	Operating Plan, Sec. 9 D) (2) (b)

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

Effective _____, 20____

13) Service Parking Standards

PARKING STANDARDS (10-PAR)

The applicable standards specify the minimum operating standards that the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exceptions to these standards. Where there are conflicts between the standards in Exhibit A-1 and the requirements in the Contract (including Exhibits), the Contract (including Exhibits) Area-specific requirements prevail. These standards may be updated as needed.

Description - Services consist of concessioner-operated parking, in either a parking garage structure, or a surface lot.

In general, the following definitions apply to these terms throughout the standards:

Appropriate:	Suitable to the level of service or as specified in the operating plan
Clean:	Free from dirt, marks, stains, or unwanted matter
Neat:	Arranged in an orderly, tidy manner
Operational:	Able to function or be used
Well-maintained:	Kept in good order or condition

Standard Number	FACILITY STANDARDS	A, B, C Ranking	Primary Focus Area
	Parking		
1	**Parking** - Appropriate parking spaces are available.	B	CC
2	**Pathways, Sidewalks, Ramps, and Steps** - Pathways, sidewalks, ramps, and steps are unobstructed. Surfaces are well-maintained and free of tripping hazards. Hand railings are well-maintained and sturdy enough to support visitor use.	A	LS
3	**Public Signs** - Public signs are appropriately located, accurate, and well-maintained. Permanent signs are consistent with NPS standards, and were approved prior to installation. Temporary signs are professional in appearance.	B	VS
4	**Trash/Recycling** - Sufficient trash containers are conveniently located. Waste does not accumulate in trash containers to the point of overflowing. Refuse is stored in covered, waterproof receptacles in accordance with NPS standards. Market available recyclable products are collected and recycled.	B	RP
5	**Entrance/Exit Lanes** - Entrance and exit lanes are appropriate and direction of traffic is clearly marked.	B	VS
6	**Waiting Areas** - Shuttle waiting areas are appropriate, adequate, and as safe as possible. Queuing areas are designed to facilitate boarding.	A	VS
7	**Boarding Signs** - Accurate schedule and boarding times are displayed. Chalk or dry erase boards are acceptable if neatly designed, hand writing is legible, and the park has approved use.	B	VS
8	**Smoking Policy** - No smoking is permitted inside the facility or within 25' of any doors, windows or intake ducts. Outdoor smoking areas are appropriately located, clearly designated, and weatherproof ashtrays are provided. Employee smoking areas are screened from public	A	AL

	view.		
9	**Drinking Fountains** - Water fountains are clean, operational, and well-maintained. Water bottle filling stations are preferred.	**C**	CC
10	**OPERATIONAL STANDARDS**		
	Accessibility		
	Accessibility - Facilities and services meet the requirements of the Americans with Disabilities and Architectural Barriers Acts and all other applicable laws related to accessibility.	**A**	AL
11	**Services**		
	Availability - Reservation services are available by telephone during business hours; and internet 24/7. The cancellation and refund policy is clearly stated in the reservation, and is approved by the park.	**A**	VS
12	**Knowledge of Reservation Agent/Details on Website** - Reservation agents provide accurate information about rates, cancellation policies, local attractions, and access. Matching information is available on the concessioner's website.	**A**	VS
13	**Hours of Operation** - Parking is available in accordance with posted hours of operation. Hours of operation are prominently displayed at each facility.	**B**	VS
14	**Payment Methods** - Credit cards are honored and include MasterCard, Visa, American Express, and Discover. Debit cards and other payment methods are accepted at the concessioner's discretion or at the direction of the Service.	**B**	VS
15	**Payment Stations** - Adequate Point of Sale (POS) stations are operational and well-maintained.	**B**	VS
16	**Lost and Found** - Items found are logged and secured in a designated location. Records are maintained and procedures established to ensure prompt, accurate responses to visitor inquiries.	**C**	VS
17	**Park Orientation Material** - Park-specific materials are available (brochures, park maps, newsletters, and special notices).	**C**	VS
18	**Personnel**		
	Staffing Levels - Parking facilities are sufficiently staffed to prevent avoidable delays in service.	**A**	VS
19	**Employee Attitude** - Employees project a friendly and helpful attitude, and are capable and willing to answer customer questions (about both job and general park information).	**B**	VS
20	**Employee Appearance** - Employees wear a uniform or name tag identifying them as concession staff. Employees present a neat, clean, and professional appearance.	**B**	VS
21	**Employee Training Programs** - An active training program for employees in the development of necessary skills and procedures is implemented. Training emphasizes work performance and, as appropriate to the position, covers requirements such as technical training, emergency response, employee attitude, NPS philosophy and policy. Training is documented.	**B**	VS
22	**Rates**		
	Approved Rates - Rates and other charges do not exceed those approved by the superintendent.	**A**	VS

14) <u>Service Contract Act</u>

ATTACHMENT 1: LABOR STANDARDS CLAUSES FOR FEDERAL SERVICE CONTRACTS EXCEEDING $2,500

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to

which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of §4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in §4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in §4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employee class Monetary wage-fringe benefits

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

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

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

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

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

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

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

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu

thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

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

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

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

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

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

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

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

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

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

ATTACHMENT 2: Applicable Service Contract Act wage determination in effect as of the date of execution of the Contract

WD 15-5637 (Rev.-2) was first posted on www.wdol.gov on 01/05/2016
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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director Division of Wage Determinations	Wage Determination No.: 2015-5637 Revision No.: 2 Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Counties of Marin, San Francisco, San Mateo

OCCUPATION NOTE:

Janitor: The rate listed on this WD for the "Janitor" occupation applies only to Marin and San Mateo counties. Please refer to WD 1974-1257 to obtain the wage rate and fringe benefits applicable to the "Janitor" occupation in San Francisco County.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.85
01012 - Accounting Clerk II		21.16
01013 - Accounting Clerk III		23.67
01020 - Administrative Assistant		33.01
01035 - Court Reporter		30.72
01041 - Customer Service Representative I		17.17
01042 - Customer Service Representative II		19.30
01043 - Customer Service Representative III		21.07
01051 - Data Entry Operator I		16.07
01052 - Data Entry Operator II		17.54
01060 - Dispatcher, Motor Vehicle		29.13
01070 - Document Preparation Clerk		15.51
01090 - Duplicating Machine Operator		15.51
01111 - General Clerk I		15.87
01112 - General Clerk II		17.31
01113 - General Clerk III		19.60
01120 - Housing Referral Assistant		28.83
01141 - Messenger Courier		14.20
01191 - Order Clerk I		18.11
01192 - Order Clerk II		19.77
01261 - Personnel Assistant (Employment) I		20.03
01262 - Personnel Assistant (Employment) II		22.41
01263 - Personnel Assistant (Employment) III		24.98
01270 - Production Control Clerk		28.05
01290 - Rental Clerk		19.43

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  01300 - Scheduler, Maintenance                                    23.12
  01311 - Secretary I                                               23.12
  01312 - Secretary II                                              25.86
  01313 - Secretary III                                             28.83
  01320 - Service Order Dispatcher                                  28.67
  01410 - Supply Technician                                         33.01
  01420 - Survey Worker                                             22.80
  01460 - Switchboard Operator/Receptionist                         17.21
  01531 - Travel Clerk I                                            15.41
  01532 - Travel Clerk II                                           17.34
  01533 - Travel Clerk III                                          19.53
  01611 - Word Processor I                                          20.77
  01612 - Word Processor II                                         23.32
  01613 - Word Processor III                                        26.09
05000 - Automotive Service Occupations
  05005 - Automobile Body Repairer, Fiberglass                      24.75
  05010 - Automotive  Electrician                                   24.75
  05040 - Automotive Glass Installer                                21.60
  05070 - Automotive Worker                                         24.75
  05110 - Mobile Equipment Servicer                                 21.54
  05130 - Motor Equipment Metal Mechanic                            25.85
  05160 - Motor Equipment Metal Worker                              23.66
  05190 - Motor Vehicle Mechanic                                    25.64
  05220 - Motor Vehicle Mechanic Helper                             20.21
  05250 - Motor Vehicle Upholstery Worker                           22.61
  05280 - Motor Vehicle Wrecker                                     23.66
  05310 - Painter, Automotive                                       24.75
  05340 - Radiator Repair Specialist                                23.66
  05370 - Tire Repairer                                             17.44
  05400 - Transmission Repair Specialist                            25.85
07000 - Food Preparation And Service Occupations
  07010 - Baker                                                     18.24
  07041 - Cook I                                                    17.11
  07042 - Cook II                                                   20.06
  07070 - Dishwasher                                                12.45
  07130 - Food Service Worker                                       12.45
  07210 - Meat Cutter                                               18.93
  07260 - Waiter/Waitress                                           13.50
09000 - Furniture Maintenance And Repair Occupations
  09010 - Electrostatic Spray Painter                               21.82
  09040 - Furniture Handler                                         16.69
  09080 - Furniture Refinisher                                      24.00
  09090 - Furniture Refinisher Helper                               19.60
  09110 - Furniture Repairer, Minor                                 21.31
  09130 - Upholsterer                                               21.82
11000 - General Services And Support Occupations
  11030 - Cleaner, Vehicles                                         12.97
  11060 - Elevator Operator                                         14.10
  11090 - Gardener                                                  23.78
  11122 - Housekeeping Aide                                         14.89
  11150 - Janitor                                   (see 1)         14.89
  11210 - Laborer, Grounds Maintenance                              18.29
  11240 - Maid or Houseman                                          14.08
  11260 - Pruner                                                    17.19
  11270 - Tractor Operator                                          21.58
  11330 - Trail Maintenance Worker                                  18.29
  11360 - Window Cleaner                                            16.07
12000 - Health Occupations
  12010 - Ambulance Driver                                          23.48
  12011 - Breath Alcohol Technician                                 23.48
  12012 - Certified Occupational Therapist Assistant                28.36
  12015 - Certified Physical Therapist Assistant                    30.73
  12020 - Dental Assistant                                          22.50
  12025 - Dental Hygienist                                          51.22
  12030 - EKG Technician                                            30.35
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12035 - Electroneurodiagnostic Technologist		30.35
12040 - Emergency Medical Technician		23.48
12071 - Licensed Practical Nurse I		23.14
12072 - Licensed Practical Nurse II		25.96
12073 - Licensed Practical Nurse III		29.04
12100 - Medical Assistant		20.98
12130 - Medical Laboratory Technician		25.36
12160 - Medical Record Clerk		22.35
12190 - Medical Record Technician		25.00
12195 - Medical Transcriptionist		22.61
12210 - Nuclear Medicine Technologist		50.49
12221 - Nursing Assistant I		13.66
12222 - Nursing Assistant II		15.35
12223 - Nursing Assistant III		16.75
12224 - Nursing Assistant IV		18.81
12235 - Optical Dispenser		22.64
12236 - Optical Technician		20.04
12250 - Pharmacy Technician		21.80
12280 - Phlebotomist		18.81
12305 - Radiologic Technologist		38.73
12311 - Registered Nurse I		43.85
12312 - Registered Nurse II		53.66
12313 - Registered Nurse II, Specialist		53.66
12314 - Registered Nurse III		64.90
12315 - Registered Nurse III, Anesthetist		64.90
12316 - Registered Nurse IV		77.80
12317 - Scheduler (Drug and Alcohol Testing)		34.02
12320 - Substance Abuse Treatment Counselor		19.52
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		25.67
13012 - Exhibits Specialist II		31.80
13013 - Exhibits Specialist III		38.86
13041 - Illustrator I		26.48
13042 - Illustrator II		32.79
13043 - Illustrator III		40.13
13047 - Librarian		38.48
13050 - Library Aide/Clerk		20.80
13054 - Library Information Technology Systems Administrator		34.17
13058 - Library Technician		26.04
13061 - Media Specialist I		24.66
13062 - Media Specialist II		27.59
13063 - Media Specialist III		30.76
13071 - Photographer I		22.43
13072 - Photographer II		25.09
13073 - Photographer III		31.05
13074 - Photographer IV		38.02
13075 - Photographer V		45.99
13090 - Technical Order Library Clerk		17.64
13110 - Video Teleconference Technician		25.63
14000 - Information Technology Occupations		
14041 - Computer Operator I		19.80
14042 - Computer Operator II		22.18
14043 - Computer Operator III		24.69
14044 - Computer Operator IV		27.43
14045 - Computer Operator V		30.39
14071 - Computer Programmer I	(see 2)	
14072 - Computer Programmer II	(see 2)	
14073 - Computer Programmer III	(see 2)	
14074 - Computer Programmer IV	(see 2)	
14101 - Computer Systems Analyst I	(see 2)	
14102 - Computer Systems Analyst II	(see 2)	
14103 - Computer Systems Analyst III	(see 2)	
14150 - Peripheral Equipment Operator		19.80
14160 - Personal Computer Support Technician		27.43

14170 - System Support Specialist	40.89
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.97
15020 - Aircrew Training Devices Instructor (Rated)	44.74
15030 - Air Crew Training Devices Instructor (Pilot)	53.36
15050 - Computer Based Training Specialist / Instructor	36.97
15060 - Educational Technologist	32.05
15070 - Flight Instructor (Pilot)	53.36
15080 - Graphic Artist	34.95
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	50.10
15086 - Maintenance Test Pilot, Rotary Wing	50.10
15088 - Non-Maintenance Test/Co-Pilot	50.10
15090 - Technical Instructor	29.40
15095 - Technical Instructor/Course Developer	35.96
15110 - Test Proctor	23.73
15120 - Tutor	23.73
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.78
16030 - Counter Attendant	11.78
16040 - Dry Cleaner	15.32
16070 - Finisher, Flatwork, Machine	11.78
16090 - Presser, Hand	11.78
16110 - Presser, Machine, Drycleaning	11.78
16130 - Presser, Machine, Shirts	11.78
16160 - Presser, Machine, Wearing Apparel, Laundry	11.78
16190 - Sewing Machine Operator	15.96
16220 - Tailor	17.13
16250 - Washer, Machine	13.21
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.12
19040 - Tool And Die Maker	29.63
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.56
21030 - Material Coordinator	28.05
21040 - Material Expediter	28.05
21050 - Material Handling Laborer	16.69
21071 - Order Filler	15.60
21080 - Production Line Worker (Food Processing)	19.56
21110 - Shipping Packer	17.79
21130 - Shipping/Receiving Clerk	17.79
21140 - Store Worker I	14.84
21150 - Stock Clerk	20.43
21210 - Tools And Parts Attendant	19.56
21410 - Warehouse Specialist	19.56
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.56
23019 - Aircraft Logs and Records Technician	27.01
23021 - Aircraft Mechanic I	31.92
23022 - Aircraft Mechanic II	33.56
23023 - Aircraft Mechanic III	34.98
23040 - Aircraft Mechanic Helper	23.32
23050 - Aircraft, Painter	28.36
23060 - Aircraft Servicer	27.01
23070 - Aircraft Survival Flight Equipment Technician	28.36
23080 - Aircraft Worker	28.66
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.66
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.92
23110 - Appliance Mechanic	22.85
23120 - Bicycle Repairer	20.43
23125 - Cable Splicer	32.58
23130 - Carpenter, Maintenance	28.69
23140 - Carpet Layer	25.09
23160 - Electrician, Maintenance	40.94

23181 - Electronics Technician Maintenance I	30.54
23182 - Electronics Technician Maintenance II	32.27
23183 - Electronics Technician Maintenance III	34.02
23260 - Fabric Worker	26.60
23290 - Fire Alarm System Mechanic	26.76
23310 - Fire Extinguisher Repairer	25.65
23311 - Fuel Distribution System Mechanic	32.58
23312 - Fuel Distribution System Operator	25.77
23370 - General Maintenance Worker	24.33
23380 - Ground Support Equipment Mechanic	31.92
23381 - Ground Support Equipment Servicer	27.01
23382 - Ground Support Equipment Worker	28.66
23391 - Gunsmith I	25.65
23392 - Gunsmith II	29.11
23393 - Gunsmith III	32.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	29.47
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	30.98
23430 - Heavy Equipment Mechanic	32.37
23440 - Heavy Equipment Operator	36.51
23460 - Instrument Mechanic	32.58
23465 - Laboratory/Shelter Mechanic	30.71
23470 - Laborer	16.00
23510 - Locksmith	24.00
23530 - Machinery Maintenance Mechanic	31.11
23550 - Machinist, Maintenance	29.58
23580 - Maintenance Trades Helper	16.99
23591 - Metrology Technician I	32.58
23592 - Metrology Technician II	34.25
23593 - Metrology Technician III	35.70
23640 - Millwright	32.58
23710 - Office Appliance Repairer	23.08
23760 - Painter, Maintenance	27.78
23790 - Pipefitter, Maintenance	34.82
23810 - Plumber, Maintenance	34.44
23820 - Pneudraulic Systems Mechanic	32.43
23850 - Rigger	27.83
23870 - Scale Mechanic	29.11
23890 - Sheet-Metal Worker, Maintenance	34.20
23910 - Small Engine Mechanic	21.21
23931 - Telecommunications Mechanic I	30.93
23932 - Telecommunications Mechanic II	32.52
23950 - Telephone Lineman	28.90
23960 - Welder, Combination, Maintenance	24.60
23965 - Well Driller	32.07
23970 - Woodcraft Worker	32.43
23980 - Woodworker	24.32
24000 - Personal Needs Occupations	
24550 - Case Manager	19.02
24570 - Child Care Attendant	14.93
24580 - Child Care Center Clerk	18.99
24610 - Chore Aide	11.44
24620 - Family Readiness And Support Services Coordinator	19.02
24630 - Homemaker	18.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	38.18
25040 - Sewage Plant Operator	36.07
25070 - Stationary Engineer	38.18
25190 - Ventilation Equipment Tender	27.90
25210 - Water Treatment Plant Operator	36.07
27000 - Protective Service Occupations	
27004 - Alarm Monitor	31.63
27007 - Baggage Inspector	15.27

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  27008 - Corrections Officer                                          38.84
  27010 - Court Security Officer                                       40.66
  27030 - Detection Dog Handler                                        25.35
  27040 - Detention Officer                                            38.84
  27070 - Firefighter                                                  39.82
  27101 - Guard I                                                      15.27
  27102 - Guard II                                                     25.35
  27131 - Police Officer I                                             44.32
  27132 - Police Officer II                                            49.26
28000 - Recreation Occupations
  28041 - Carnival Equipment Operator                                  15.59
  28042 - Carnival Equipment Repairer                                  16.80
  28043 - Carnival Worker                                              12.45
  28210 - Gate Attendant/Gate Tender                                   18.04
  28310 - Lifeguard                                                    13.82
  28350 - Park Attendant (Aide)                                        20.19
  28510 - Recreation Aide/Health Facility Attendant                    15.30
  28515 - Recreation Specialist                                        23.12
  28630 - Sports Official                                              16.07
  28690 - Swimming Pool Operator                                       22.07
29000 - Stevedoring/Longshoremen Occupational Services
  29010 - Blocker And Bracer                                           32.01
  29020 - Hatch Tender                                                 32.01
  29030 - Line Handler                                                 32.01
  29041 - Stevedore I                                                  30.16
  29042 - Stevedore II                                                 33.83
30000 - Technical Occupations
  30010 - Air Traffic Control Specialist, Center (HFO)   (see 3)       43.20
  30011 - Air Traffic Control Specialist, Station (HFO)  (see 3)       29.79
  30012 - Air Traffic Control Specialist, Terminal (HFO) (see 3)       32.80
  30021 - Archeological Technician I                                   24.86
  30022 - Archeological Technician II                                  27.80
  30023 - Archeological Technician III                                 34.44
  30030 - Cartographic Technician                                      34.44
  30040 - Civil Engineering Technician                                 34.84
  30051 - Cryogenic Technician I                                       29.59
  30052 - Cryogenic Technician II                                      32.68
  30061 - Drafter/CAD Operator I                                       24.86
  30062 - Drafter/CAD Operator II                                      27.80
  30063 - Drafter/CAD Operator III                                     30.99
  30064 - Drafter/CAD Operator IV                                      38.15
  30081 - Engineering Technician I                                     18.90
  30082 - Engineering Technician II                                    21.22
  30083 - Engineering Technician III                                   23.73
  30084 - Engineering Technician IV                                    29.40
  30085 - Engineering Technician V                                     35.98
  30086 - Engineering Technician VI                                    43.51
  30090 - Environmental Technician                                     27.51
  30095 - Evidence Control Specialist                                  26.72
  30210 - Laboratory Technician                                        25.55
  30221 - Latent Fingerprint Technician I                              39.40
  30222 - Latent Fingerprint Technician II                             43.52
  30240 - Mathematical Technician                                      35.89
  30361 - Paralegal/Legal Assistant I                                  23.52
  30362 - Paralegal/Legal Assistant II                                 29.13
  30363 - Paralegal/Legal Assistant III                                35.65
  30364 - Paralegal/Legal Assistant IV                                 43.11
  30375 - Petroleum Supply Specialist                                  32.67
  30390 - Photo-Optics Technician                                      35.89
  30395 - Radiation Control Technician                                 32.68
  30461 - Technical Writer I                                           26.03
  30462 - Technical Writer II                                          31.72
  30463 - Technical Writer III                                         38.31
  30491 - Unexploded Ordnance (UXO) Technician I                       27.46
  30492 - Unexploded Ordnance (UXO) Technician II                      33.22
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30493 - Unexploded Ordnance (UXO) Technician III		39.82
30494 - Unexploded (UXO) Safety Escort		27.46
30495 - Unexploded (UXO) Sweep Personnel		27.46
30501 - Weather Forecaster I		29.59
30502 - Weather Forecaster II		35.99
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 3)	30.99
30621 - Weather Observer, Senior	(see 3)	32.89
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		33.22
31020 - Bus Aide		15.83
31030 - Bus Driver		22.01
31043 - Driver Courier		17.77
31260 - Parking and Lot Attendant		12.51
31290 - Shuttle Bus Driver		19.22
31310 - Taxi Driver		15.44
31361 - Truckdriver, Light		19.22
31362 - Truckdriver, Medium		20.64
31363 - Truckdriver, Heavy		22.39
31364 - Truckdriver, Tractor-Trailer		22.39
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		16.20
99030 - Cashier		13.32
99050 - Desk Clerk		14.28
99095 - Embalmer		27.64
99130 - Flight Follower		27.64
99251 - Laboratory Animal Caretaker I		15.71
99252 - Laboratory Animal Caretaker II		17.00
99260 - Marketing Analyst		39.44
99310 - Mortician		29.47
99410 - Pest Controller		20.13
99510 - Photofinishing Worker		17.70
99710 - Recycling Laborer		25.19
99711 - Recycling Specialist		28.66
99730 - Refuse Collector		22.65
99810 - Sales Clerk		15.51
99820 - School Crossing Guard		13.75
99830 - Survey Party Chief		44.75
99831 - Surveying Aide		25.86
99832 - Surveying Technician		30.51
99840 - Vending Machine Attendant		15.59
99841 - Vending Machine Repairer		18.24
99842 - Vending Machine Repairer Helper		15.59

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 12 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) JANITOR: The rate listed on this WD for the "Janitor" occupation applies only to Marin and San Mateo counties. Please refer to WD 1974-1257 to obtain the wage rate and fringe benefits applicable to the "Janitor" occupation in San Francisco County.

2) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:
(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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