

EXHIBIT B**OPERATING PLAN**

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1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Crater Lake National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

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

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

2) DEFINITIONS

A) Service Policy. The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy is available upon request from the Service.

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

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

B) Service

The Superintendent manages the Area with responsibility for all operations, including oversight of concession operations. The Superintendent carries out Service Policy, including Contract administration. Directly, or through designated representatives, the Superintendent reviews and coordinates, pursuant to Service Policy and Applicable Laws, Contract administration, including evaluation of Concessioner services, and review and approval of rates charged for all services. The Service will provide a current contact list to the Concessioner with all appropriate points-of-contact.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

- (1) *Operating Season.* The Concessioner will operate seasonally beginning when the Rim Road has been plowed of snow and will cease operations by the third Sunday of October or when mutually agreed upon by the Service and Concessioner that road conditions preclude safe and appropriate operations. The Concessioner may not change the schedule or route without prior written approval from the Service.
- (2) *Guided Land Tour and Shuttle Routes, Stops, Schedules.* The Concessioner will operate daily on a schedule approved by the Service. The Concessioner must provide a minimum of two trips per day.

The Concessioner must submit the proposed schedules (for tours and shuttles), routes, and stops to the Service **prior to April 1** of each operating year. Proposed shuttle schedules will include routes, times, and locations for all pickups and drop offs.

- (3) *Pre and Post-Season Meetings.* The Service may hold a pre-season and/or post-season meetings with the Concessioner and Service staff to review the Operating Plan, discuss planned operations for the season, or review the prior seasons operations. The Service and Concessioner will jointly determine the pre-season meeting and post-season meeting dates.

B) Rate Determination and Approval Process

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with Section 3(e) of the Contract, including without limitation, the approval by the Service of the rate methodologies. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate determination is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified methodologies has the same meaning as is set out in the National Park Service Concession Management Rate Administration Guide ("Rate Administration Guide") and the NPS Concession Management Rate Administration Guide Addendum (March 2024), as they may be amended, supplemented, or superseded throughout the term of the Contract. A copy is available on the [NPS Commercial Services website](#).
- (a) *Guided Tours.* Rates for all guided tours are set using the Competitive Market Declaration ("CMD") methodology.
- (b) *Retail and Shuttle Service (Authorized Service).* Rates for all retail and shuttle service, if provided, are based on CMD.
- (2) *Rate Submittal and Approval Process*
- (a) *Rate Requests.* The Concessioner must submit a request for its initial rates under the Core Menu method, in writing to the Service, no later than **October 15** for the upcoming year. Following the initial rate request, the Concessioner must submit all subsequent requests for rate changes to the Service in writing **at least 60 days prior to anticipated implementation**.
- (b) *Rate Approval Timeframes & Implementation when Service Approval is Delayed.* The Service will follow the rate approval timeline as outlined in the [Rate Administration Guide Addendum](#), Section 4(A). Additionally, if the Service does not meet the timeframes identified in Section 4(A), the Concessioner may implement requested rates, as described in Section 4(B).
- (c) *Management of Rates under the CMD Method.* The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for service types approved under the CMD method.
- *Rate Adjustment.* The Concessioner may adjust rates of CMD and non-core goods and services without prior notification to or written approval from the Superintendent.
 - *Concessioner Rate Monitoring Plan.* **Within 60 days after the Contract's effective date**, the Concessioner must submit a rate monitoring plan that includes its CMD rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:

- ◆ Monitoring by service type
 - ◆ Competitors by service type
 - ◆ How it will track competitor pricing
 - ◆ What its strategy is for pricing against competitors
 - ◆ How it will monitor utilization
 - ◆ How it will monitor visitor satisfaction for each service type or classification (e.g., Basic, Mid-Scale lodging, etc.).
- *Service Rate Monitoring.* The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization (occupancy) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by Service category using Concessioner data provided in accordance with Concessioner operational reporting requirements outlined in Section 12(A) of this Operating Plan, data from the Concessioner's visitor satisfaction program, and available data on the Concessioner's competitors.
- (d) Advance Rates. The Concessioner may request approval of an advance rate. This request must follow the requirements in the Rate Administration Guide (Section 2.4), except as provided in 36 C.F.R. § 51.82(d).
- (3) *Published Rates and Compliance.* In addition to the "Posting of Rates" standard included for each service type, posting can include written and web-based advertising, brochures and other Concessioner promotional materials, price tags, and posted rate sheets.
- (4) *Reduced Rates for Government Employees.* Goods and services will not be provided to government employees or their families without charge or at reduced rates unless equally available to the public.
- (5) *Changes to Rate Methods*
- (a) Changes Initiated by the Service. Changes in market conditions or other factors may result in the Service modifying the rate approval method utilized for any service types offered under the Contract. The Concessioner will be notified by the Service of such a change at least 60 days prior to any rate request due date the Service will prescribe.
 - (b) Changes Requested by the Concessioner. The Concessioner may request a change to the rate approval method but must submit a request to change the rate approval method at least 60 days prior to the date the next rate request is or would be due. A Concessioner request to change rate approval methods must include an analysis of market forces criteria, as described in the Rate Administration Guide Addendum, Sections 3(A) and 3(E).

C) Purchasing

- (1) *Competitive Purchasing and Discounts.* Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers. The Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the customer.
- (2) *Environmental.* The Concessioner must purchase and use environmentally preferable products whenever available and feasible.

D) Evaluations

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect and monitor its services and facilities required by this Contract with respect to Applicable Laws; Service policy and standards; authorized rates; life, health, and safety; public health; environmental management and impacts

- on natural or cultural resources; responsiveness to visitor comments; compliance with the Contract including all its Exhibits; and other operational performance standards as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (2) *Service Concessioner Review Program.* The Service will evaluate the Concession Facilities and services to assess and rate performance in accordance with the NPS Concessioner Review Program. The Service uses the results of the individual program evaluations to prepare an Annual Overall Rating Report. Service personnel may conduct these activities and may obtain assistance of third-party subject matter experts. Service evaluations may fully incorporate the findings of such experts. The Concessioner must provide full access to management, facilities, documentation, and other resources necessary for and required by the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule, and correct deficiencies and implement improvement programs resulting from these activities. The Service may consider the Concessioner's performance in addressing deficiencies on schedule and in a timely manner in determining the Concessioner's rating.
- (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational standards. The Concessioner may be contacted at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
- (3) *Annual Overall Rating.* The Service determines the Annual Overall Rating ("AOR") for the preceding calendar year. The AOR provides narrative summaries of the operating year, as well as the following reports, and includes one overall score and rating for the entire operating year. The Concessioner and Service should meet to discuss the AOR.
- (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria: timely and accurate submission of the annual financial report; timely and accurate payment of franchise fees; timely submission of proof of general liability, vessel, automobile, and workers compensation insurance, etc.
- (b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations and weights them if necessary.
- (c) Risk Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Risk Management Program ("RMP"). This evaluation and rating consider compliance with the Service risk management standards, implementing life safety and fires safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service may also be a component of this evaluation and a component of the periodic operational evaluations.
- (d) Environmental Management Program Evaluation Report. The Service may conduct an annual evaluation of the Concessioner's Environmental Management Program ("EMP"). The evaluation and rating consider compliance with the Service environmental management standards, protection of natural resources, fulfillment of environmental compliance requirements, and operation in accordance with the Concessioner's EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
- (4) *Other Audits or Inspections.* As may be deemed necessary by the Service, additional evaluations may be conducted by the Service or third-party evaluator, including but not limited to, the following.

- (a) Environmental Audits. The Service may conduct environmental audits to evaluate the Concession Facilities and operations with respect to environmental compliance and compliance with environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide.

E) General Policies

- (1) *Entrance Fees*. The Concessioner must confirm that all passengers have paid the appropriate entrance fees through visual verification of appropriate entrance permits upon entering the Area.
- (2) *Checkout Counter Donation Program*. Should the Concessioner participate in this program the Concessioner must comply with all requirements of [Director's Order 21 \(Donations and Philanthropic Partnerships\)](#) and its corresponding RM-21.
- (3) *Visitor Satisfaction and Monitoring*. The Concessioner must establish a Service-approved visitor satisfaction monitoring system to monitor service and Area experience. This system may consist of electronic or hard-copy (i.e., comment card) surveys, depending on location and services being monitored, but the Concessioner must ensure it clearly articulates how visitor access the electronic version or provide an adequate supply of hard copy surveys. At a minimum, these surveys must include the Service standard "Visitor Satisfaction Survey – Required Questions" as provided on the [NPS Commercial Services website](#). The Concessioner must submit its plan for this system **within 30 days of the Contract effective date**.
 - (a) Upon receipt, the Concessioner must provide copies to the Service of visitor comments alleging misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or the safety of Area resources.
 - (b) The Service will forward to the Concessioner any comments or complaints received regarding services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
 - (c) The Concessioner must investigate and make an initial response to any complaint within 48 hours of receipt.
 - (d) The Concessioner must provide the Service with an annual electronic report of survey responses including comments and complaints (from electronic and hard copy surveys) in a format to be defined by the Service. The annual report is due on **February 15**. The Concessioner must provide individual comments upon request.
 - (e) The Service is piloting a centralized, web-based guest satisfaction program to solicit feedback from visitors to concession operations. The Concessioner must adopt the Service program when it is available.

F) Human Resources Management

- (1) *Area Entrance Passes*. The Concessioner must contact the Concessions Management Specialist to obtain Area entrance passes for permanent and seasonal employees and must maintain a tracking system for passes that are issued. All Area entrance passes are the property of the US Government. The Concessioner must adhere to the Service's Standard Operating Procedure for Area Entrance Passes, which are available upon request.
- (2) *Employee Hiring Procedures*
 - (a) Drug-free Awareness and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse. The Concessioner must require any employee who is in a safety-sensitive position such as a passenger vehicle driver to participate as appropriate in pre-employment and random drug testing. Should the Concessioner become aware of illegal drug use, the Concessioner must promptly report it to the Area's Commercial Services office.

- (b) Background Checks. The Concessioner must ensure background checks are performed on all employee hires as appropriate for the position. These may include wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner cannot hire someone showing any active wants or warrants (current fugitive from justice). The Concessioner must make available to the Chief Ranger, upon request, the background investigations conducted on employees. Employees must allow such a possible release of information as a condition of hire.
- (c) Driver Requirements. All drivers must possess current chauffeur's license or commercial driver's license as required by the State of Oregon. Drivers must have current First Aid and CPR certifications, a copy of each must be on file with the Concessioner prior to the driver's first day of work and produced for review by the Service upon request. **Not later than thirty (30) days prior to the first scheduled tour**, the Concessioner will provide the Service with a list of drivers that includes the certification of each driver and the expiration date of each certification.
- (d) Service Employees. The Concessioner must not employ in any status a Service employee, their spouse, or minor child, without the Service's written approval. The Concessioner will not employ, in any status, the spouse or children of the Area Superintendent or Commercial Services staff.
- (3) Training. The Concessioner must provide and maintain records of appropriate employee training as set forth below, and must provide those records to the Service upon request.
- (a) Training Manuals and Employee Handbook. The Concessioner must develop written training materials and an employee handbook for its employees. The employee handbook must identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service **within 30 days of the Contract effective date, and when revised**.
- (b) Job Training Program. An active, ongoing training program for development of necessary skills and techniques must be provided for all Concessioner employees. It must include mandatory orientation and job training both at the start of employment and as a refresher training at least annually thereafter. Training must include the following, in addition to job-specific skills training:
- *Area Orientation Training*. The Concessioner will encourage employees 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. The Concessioner must pay employees their standard wages for attending Service-sponsored training.
 - *Interpretive Training*. The Concessioner must provide interpretive skills training for all employees who provide interpretive, informational, and safety information and services. The Concessioner must work closely with the Service to improve the methods of preparing and presenting effective interpretive information. The terms "interpretive" and "interpretation" mean messaging and communications to visitors relaying the purpose and significance of the Area. Employees must demonstrate their knowledge of cultural and natural resources in the Area and about the Service, its mission, and values. Staff must utilize appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions and answering basic Area questions.
- (4) Employee Responsibilities. The Concessioner must ensure its employees adhere to all Federal and State laws including, but not limited to, wearing seatbelts, use or possession of illegal substances, and criminal activity. The Concessioner must formally inform employees and

potential employees that any individuals required to register with the county sheriff's office in accordance with Oregon Revised Statutes 181.806 through 181.809, must also register with the Chief Ranger's Office.

- (5) *Organized Labor Activity*. The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

5) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

A) Guided Land Tours (Required) and Shuttle Service (Authorized)

- (1) *Minimum Operational Standards*. The Concessioner must provide the trolley tour in accordance with the Guided Land Tour (10-GLA) services standards, which are available on the NPS Commercial Services website. During the term of the Contract, the standards may be updated, and the Concessioner must ensure it has the most updated version.
- (2) *Exemptions From or Additions to Guided Land Tour Standards*. Where standards for the Area differ from the Service standards, these differences are listed below as exemptions or additions.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
1	Building Structure	Addition	The ticket office, located in the 12 assigned parking spaces adjacent to the Community House at Rim Village, must be a temporary structure and removed at the end of each season. All other operations (e.g., refueling, maintenance facilities, and employee housing) must be located outside the Area.
2, 4-5, 8-11, 16, 20, 24	Landscaping / Grounds; Parking; Pathways, Sidewalks, Ramps, Steps, and Stairs; Utilities; Trash/Recycling; Flags; Vending Machines; Public Restrooms; Drinking Fountains; Fire Alarms & Pull Boxes	Exemption	These standards do not apply.
27	Boarding Signs	Addition	If the Concessioner provides shuttle service, it must maintain movable signs within the Area and remove them each evening. These signs must be approved by the Service prior to use.
28-40	Maintenance Area / Building	Exemption	These standards do not apply.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
42	Condition	Addition	The Concessioner must ensure all vehicles meet State and Federal requirements for their size and type. The Concessioner, prior to each operating season, will provide the number and description of the vehicles it will use.
48	Storage	Addition	The Concessioner may store up to six tour or shuttle vehicles within the Area in a location approved by the Service during the season. Off season storage of the ticket office, vehicles, and all other property related to the services required and authorized by the Contract must be located outside of the Area. Limited vehicle maintenance allowed within the Area includes topping off fluids and minor emergency repairs. All other maintenance activities (e.g., washing, fluid changes, painting, etc.) must take place outside the Area.
56	Vehicle Capacity	Addition	The Concessioner must ensure all vehicles used for its operations do not exceed 40 feet long or 8.5 feet wide.
59	Availability	Exemption	During the operating season the Concessioner must maintain regular office hours, seven days a week.
59	Availability	Addition	The Concessioner will not overbook tours or shuttle service unless there is a comparable or superior service available and must provide that service at the same price as the original booking price. The Concessioner may implement a waiting list system, as long as the visitor is not guaranteed nor charged for a reservation until a service is confirmed available. The Concessioner will not lead or accompany visitors on day hikes or walking excursions.
65	Lost and Found	Addition	The Concessioner must develop procedures for lost and found items consistent with Service policy including DO-44, Personal Property Management Information Notice 05-04, and 41 C.F.R. § 101-48.
67	First Aid Kit	Addition	First aid kits must be available on each vehicle and within the ticket office.
68-72; 76; 83	Camping; Food and Beverage; Sanitation	Exemption	These standards to not apply.
90	Employee Training Program	Addition	See Section 4(F)(3) above regarding required employee training.

B) Retail (Authorized)

- (1) *Minimum Operational Standards.* Should the Concessioner provide the sale of limited merchandise on the vehicles or at the ticket office, it will provide this service in accordance with the Retail (10-RET) service standards, which are available on the NPS Commercial Services website. During the term of the Contract, the standards may be updated, and the Concessioner must ensure it has the most updated version. If and only if the Concessioner choose to sell limited merchandise, will the Service provide a list of exemptions from and additions to the retail standards.

6) RISK AND ENVIRONMENTAL MANAGEMENT**A) Risk Management Plan**

The Concessioner will develop, maintain, and implement a Concessioner Risk Management Plan that is in accordance with the Service's Risk Management Program Standards for Concessioners, found on the [NPS Commercial Services website](#) under *Concessioner Tools*. The Concessioner must submit its initial plan to the Service within **120 days of the Contract effective date** and no later than **November 30** annually thereafter. The Concessioner must update its Risk Management Plan to ensure compliance with all Applicable Laws and respond to feedback provided by the Service.

B) Environmental Management Program

The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP"), commensurate with its operations, within **90 days of the Contract effective date** in accordance with the Contract, this Operating Plan, and the Service's Environmental Management Program Standards for Concessioners, found on the [NPS Commercial Services website](#) under *Concessioner Tools*. The plan must be reviewed and updated annually and provided to the Service no later than **November 30**.

C) Emergency Response

The Concessioner must provide plans and procedures, equipment, and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws. These may include, as appropriate, an Emergency Action Plan, Emergency Response Plan, and may include a Spill Prevention Control and Countermeasure Plan. The Concessioner must provide emergency response equipment, as appropriate, and maintain in good condition. The Concessioner must provide these plans to the Service, upon request. In the event of a spill, the Concessioner must immediately notify Area Dispatch at (541) 776-7206 in addition to complying with any other notification requirements under Applicable Law.

D) Acknowledgement of Risks Form

- (1) The Concessioner may require visitors participating in activities to sign an Acknowledgement of Risk form. All such forms must comply with Service requirements (as these may be amended during the term of the Contract). The Concessioner may not request or require visitors participating in activities to sign a liability waiver form, insurance disclaimer, or indemnification agreement.
- (2) **Within 60 days after the Contract effective date**, the Concessioner must submit to the Service for review and approval its proposed Acknowledgement of Risks form it proposes to require visitors to sign or use in its operations. The Concessioner must also submit to the Service for review and approval any proposed changes to previously approved forms. The Concessioner may not use any Acknowledgment of Risks form, not approved by the Service.

7) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement, Security, and Emergency Medical Care

- (1) *Concessioner*. The Concessioner will exercise proper management control over employees and visitors to minimize the need to involve Service staff. The Concessioner must train all employees in proper emergency reporting procedures, including how to provide essential information. The Concessioner must report all emergencies to 911 and for non-emergent issues to the Area's Dispatch, Emergency Communications of Southern Oregon, at (541) 776-7206. Concessioner-employed personnel have only the authority of private citizens in their interaction with Area visitors and have no authority to take law enforcement action or to carry firearms.
- (2) *Service*. The Service provides visitor protection, including responding to emergencies involving public safety, civil disturbances, violations of the law, and emergency medical services. The Service will provide year-round law enforcement patrols of the Area and handles all violations of Federal, State, County, and Service regulations or policies. State or County officials may be called to assist in some matters, but only through the office of the Chief Ranger or their authorized representative.

B) Fire Protection

The Concessioner must implement a fire prevention program and maintain all operations in a manner that minimizes the risk of fire and ensure such information is integrated in the Concessioner's Risk Management Program. The Concessioner must ensure its program complies with Applicable Laws related to the inspection, operation, and maintenance of fire detection (e.g., smoke detectors) and fire suppression (e.g., fire extinguishers) equipment commensurate with the operations required by the Contract. The Concessioner must conduct appropriate testing and maintain records and provide such records to the Service upon request.

8) PUBLIC RELATIONS

A) Required Notices

The following statement must be included in all information provided to the public (e.g., brochures):

"(Concessioner's name) is an authorized 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: Concessions Management Program
Crater Lake National Park
P.O. Box 7
Crater Lake, OR 97604
CRLA_CommercialServices@nps.gov

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

B) Use of the National Park Service Authorized Concessioner Mark

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

Concessioner must comply with the guidelines for use of the Mark as provided on the NPS Commercial Services website.

C) Public Statements, Promotional Material, Social Media, and Websites

- (1) *Public Statements*. The Concessioner must refer all media inquiries concerning operations within the Area, questions about the Area, or questions concerning any incidents occurring within the Area to the Service. This includes all media interviews.
- (2) *Promotional Material*
 - (a) Approval. The Concessioner must obtain the approval of the Service for all promotional material prior to publication, distribution, broadcast, etc. including website information and social media. The Concessioner must contact the Service **at least 30 days prior to projected need**. The Service will make every effort to respond within 15 days, but longer periods may be required for major projects. The Service may require the Concessioner to remove unapproved promotional material from circulation.
 - (b) Material. The Concessioner should publish all advertisements and promotional material on minimum 30% post-consumer material paper and/or tree-free products and double-sided. The use of soy-based inks is also recommended.
 - (c) Distribution of Area's Printed Material. The Concessioner must make available the Area's newspaper and brochure to visitors.
- (3) *Social Media and Websites*. The Concessioner provide the layout and general content of its social media site(s) for Service approval at least 15 days in advance of making the site accessible to the public. The Concessioner must include the following Service-approved language in the description the Concessioner on social media sites: *"(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within (Area name)."* The Concessioner must monitor its social media pages for offensive postings and inappropriate activities and offensive, inappropriate, or inaccurate postings must be removed immediately upon discovery. The Concessioner's website must link, at a minimum, to the National Park Service website, as well as the Crater Lake National Park website.

9) VOLUNTEERS IN PARKS (VIP) PROGRAM

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

10) REPORTING REQUIREMENTS

A) General Reporting

- (1) *Management and Employee List*. The Concessioner must provide the Service with a list identifying managers and current employees annually, no later than **14 days from the commencement of tours**, and as significant revisions are made.
- (2) *Incident Reporting*. The Concessioner must immediately report the incidents listed below to the Area's Dispatch, Emergency Communications of Southern Oregon, at (541) 776-7206 and as soon as practical to the Commercial Services office.
 - (a) Any fatalities or visitor-related incidents which could result in a tort claim to the United States.
 - (b) Property damage estimated to be over \$500.
 - (c) Employee or visitor injuries requiring more than minor first aid treatment.

- (d) Any fires.
 - (e) Any motor vehicle accidents.
 - (f) Any incident that affects Area resources.
 - (g) Any known or suspected violations of the law.
- (3) *Hazardous or Non-hazardous Substance Spills*. The Concessioner must immediately report spills as required by Federal, State, and local rules and regulations and to the Area's Dispatch, Emergency Communications of Southern Oregon, at (541) 776-7206 and the following numbers as appropriate.
- (a) National Response Center: (800) 424-8802
 - (b) EPA Region 9 (24-hour Hotline): (866) EPA-WEST or (415) 947-8000
 - (c) Oregon Department of Environmental Quality: (800) 452-0311
- (4) *Certificates of Insurance*. The Concessioner must provide annual updated statements and certificates of insurance **not later than 30 days after the insurance renewal date(s)** and in accordance with this Contract. A complete copy of any insurance policy shall be provided to the Service upon request.
- (5) *Survey and Visitor Response Data*. The Concessioner must provide the Service with an annual electronic report of survey responses including comments and complaints (from electronic and hard copy surveys) in a format to be defined by the Service. The annual report is due on **February 15**.

B) Operational and Financial Reporting

- (1) *Operating Reports*. The Concessioner must include all operational statistics in a monthly report due by the **15th day of the following month**, with an annual summary report due no later than **February 1**. The Concessioner must present this data in a concise spreadsheet form.
- (a) Guided Land Tours and Retail (Authorized). Provide the following for each guided tour: date and time, total guided land tour revenue, total number of passengers, and, if sold, total retail revenue.
 - (b) Shuttle Service (Authorized). Provide the following for each shuttle trip: total number of passengers, number of shuttle trips, and total shuttle revenue.
- (2) *Financial Reporting*. In addition to the Annual Financial Report ("AFR") required by the Contract, the Concessioner must report on the franchise fee deposit made for the preceding month **no later than 15th of the month**. Reporting documentation must include a copy of the wire transfer or identifying the account and amount transferred.

11) SUMMARY OF INITIAL AND RECURRING DUE DATES

Title	Schedule	Due Date
Annual Financial Report	Annually	Within 120 days of fiscal year end
Certificates of Insurance	Annually	Within 30 days of renewal
Drivers List	Annually	NLT 30 days prior to fist tour
Environmental Management Program	Initial / Annually	Within 90 days of Contract effective date; November 30
Guided Land Tour and Shuttle Schedules	Annually	NLT April 1
Management / Employee List	Annually	NLT 14 days from commencement of tours
Monthly Franchise Fee Report	Monthly	NLT 15 th of the month

Title	Schedule	Due Date
Operating Reports	Monthly / Annually	NLT 15 th of the month; February 1
Promotional Material	As Needed	At least 30 days prior to need
Risk Management Plan	Initial / Annually	Within 120 days of Contract effective date; November 30
Survey and Visitor Response Data	Annually	February 15
Training Manual & Employee Handbook	Initial / Revised	Within 30 days of Contract effective date
Visitor Satisfaction & Monitoring Plan	Initial	Within 30 days of Contract effective date

Exhibit B (Operating Plan) effective, _____

