

**Exhibit B**  
**Operating Plan**

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## 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 Yellowstone 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.

The Superintendent in consultation with the Concessioner will review and revise this plan as determined necessary by the Superintendent of the Area. Any revisions must not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

The Service provides guidance materials and standards for Concessioners on the National Park Service Commercial Services website at <https://www.nps.gov/subjects/concessions/index.htm> particularly the page titled, *Concessioner Tools*<sup>1</sup>.

### 1) Management Responsibilities

#### A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate a general manager who:
  - (a) Has the authority and the managerial experience for operating the required, and if applicable, authorized services within the Area;
  - (b) Has the experience to effectively lead 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.
- (2) In the absence of the general manager, the Concessioner must designate an acting general manager.
- (3) The Concessioner must provide a current, accurate contact information list to the NPS with all appropriate points of contact, including the general manager, by December 1 each year throughout the term of the Contract.

#### B) Yellowstone National Park

- (1) The Superintendent of Yellowstone National Park is the Area manager with responsibility 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, including the Chief of Commercial Services, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:
  - (a) Evaluation of Concessioner services
  - (b) Review and approval of the following:
    - Rates charged for all commercial services;
    - Changes to services; and
    - All reporting requirements.
  - (c) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

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<sup>1</sup> [www.nps.gov/subjects/concessions/cti.htm](https://www.nps.gov/subjects/concessions/cti.htm)

- (2) Rangers in the Area will provide direct lines of communication to the Concessioner on matters related to current conditions, law enforcement, search and rescue, emergency medical services, and resource protection in their respective park areas.

## 2) General Operating Standards and Requirements

### A) Schedule of Operation

- (1) The Concessioner must provide the required services during the winter season, weather and road conditions permitting.
- (2) Opening and closing dates for Area roads open to oversnow vehicle traffic are set annually. Most roads open on December 15 and close the following March 15, with some exceptions. The Service will determine the specific opening and closing dates considering weather and snow conditions. The Concessioner should contact the Area at (307) 344-2117 for updated road conditions and spring plowing schedules.

### B) Rate Determination and Approval Process

#### (1) *Rate Determination.*

- (a) All rates and charges to the public by the Concessioner must comply with the provisions of Section 2(d) of the Contract. The Service will determine the reasonableness and appropriateness of rates and charges under this Contract using Competitive Market Declaration (CMD) rate method, unless and until it determines a different method is appropriate for the services offered. Competitive Market Declaration (CMD) has the meaning set out in the Service Concession Management Rate Approval Guide (2017) available at <https://www.nps.gov/subjects/concessions/rate-administration.htm> as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
- (b) The Superintendent has determined that market forces from within and outside the Area provide competitive pricing and the Concessioner is permitted to set and change prices in a free market. However, the Rate Approval Guide states that rates are "...subject to review to ensure that they remain reasonable in comparison to similar services offered outside the park." Therefore, the Concessioner may adjust rates without the specific approval of the Superintendent, but rates will be subject to review to ensure they remain reasonable in comparison to similar services offered outside the Area.

#### (2) *Rate Methods.* The current rate approval methods used by the Service to administer Concessioner rates are as follows.

- (a) Oversnow Vehicle (OSV) Tours (All Contracts). The Concessioner is responsible for setting rates for OSV Tours consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
- (b) OSV Shuttle to Old Faithful (CC-YELL504-25).
  - The Concessioner is responsible for setting rates for OSV Shuttle Service to Old Faithful consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.
  - Rates for one-way OSV Shuttle Service to Old Faithful may not exceed 70% of the total rate charged for an OSV Tour to Old Faithful.
- (c) Authorized Services (All Contracts). The Concessioner is responsible for setting rates for all Authorized Services, if offered, consistent with the competitive market, based on use of the Competitive Market Declaration (CMD) rate method.

#### (3) *Monitoring of the Competitive Market.* The Service will annually review the competitive market to evaluate the efficacy of the Competitive Market Declaration (CMD) rate approval method in ensuring reasonable and appropriate rates. The Superintendent may rescind the use of the CMD rate approval method if the Superintendent determines market forces are not adequate to ensure reasonable and appropriate rates. If a change to rate approval method is made, the

Concessioner will have at minimum 60 days to implement the rate change and submit a rate request under the selected rate approval method.

- (4) *Management of Rates under the CMD Method.* The Concessioner is permitted to set and change rates based upon what the Concessioner determines the market will bear for service types approved under the Competitive Market Declaration (CMD) method.
  - (a) Rate Adjustment. The Concessioner may adjust rates of CMD services without prior notification to or written approval from the Superintendent.
  - (b) Service Rate Monitoring. The Service will conduct monitoring to verify that rates remain reasonable within the competitive market, that utilization (i.e., visitor use levels) does not decline due to rates and charges, and that visitor satisfaction data demonstrates visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted using data on average rates charged for activities and available data on the competitive market.
  - (c) Concessioner Rate Monitoring Plan. Within **60 days** of the contract effective date, the Concessioner must submit to the Service its Rate Monitoring Plan, that documents its rate setting strategy regarding how it will price against competitors. The Concessioner's Rate Monitoring Plan is subject to Service approval. The Concessioner's plan must describe its rate pricing and monitoring components under the CMD rate method, including:
    - Identification of competitors, including, what the Concessioner has identified as the competitive market and competitors by service type, i.e., OSV Tours, guided winter season recreational tours, etc.
    - Monitoring the competitive market, including how the Concessioner will gather competitive market rate data, how often it will conduct rate reviews, and how it will change its rates in response to competitive market data.
    - Monitoring utilization, i.e., visitor use levels to ensure rates do not disproportionately reduce demand.
    - Monitoring visitor satisfaction, to ensure visitor satisfaction levels are considered when adjusting rates within the competitive market.
    - The Rate Monitoring Plan must be resubmitted to the Service as items in the Plan are changed or updated (i.e., if the competitive market changes).
  - (d) Rate Monitoring Information. The Concessioner must submit to the Service **annually by June 15**, its rate monitoring information as proposed in its Rate Monitoring Plan (refer to section 4(c) above) and provide a summary of the Concessioner's rates for the prior year.
- (5) *Service Timelines for Responding to Concessioner Requests.* For rates subject to Service approval set through rate approval methods other than CMD, and for Concessioner-initiated requests to change rate approval methods, the Service will respond to requests consistent with timelines identified in the NPS Concession Management Rate Administration Guide and Rate Administration Guide Addendum.
- (6) *Rate Compliance.*
  - (a) Rate Posting. The Concessioner must post rates for services available to visitors.
  - (b) The Service checks rate compliance during periodic operation evaluations and throughout the year, including rates posted on the Concessioner website.
  - (c) Discounted Rates. The Concessioner may offer common industry discounts or reduced rates to public groups, such as to "active-duty military personnel" or "seniors." In implementing such a discount, the Concessioner must publicize the availability of the discount and clearly define the following: parameters of the group, to what items or services the discount would apply, and what identification the customer would be required to show to receive the discount.
  - (d) Reduced Rates for Federal Government Employees. The Concessioner must provide Service employees on official business with reduced or no-cost OSV transportation, on a space

available basis. Government employees on official business will not displace Concessioner clients.

- The Concessioner may not provide Service employees not on official business or their families with reduced rates or discounts unless those same reduced rates or discounts are available to the public.

### C) Evaluations

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards<sup>2</sup>, authorized rates, life and fire safety, public health, accessibility<sup>3</sup>, environmental management and impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract including all of its Exhibits and other operational performance 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.
- (2) *Service Concession Review Program.* The Service will evaluate the Concessioner's services to assess and rate Concessioner performance in accordance with the Service Concession Review Program. The results of the individual program evaluations are used to prepare an Annual Overall Rating Report. The Service may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, property, documentation, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner's performance in addressing deficiencies on schedule and in a timely manner may be a consideration in determining the Concessioner's rating. The Service reserves the right to enter the Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary, including for the following inspections or evaluations.
  - (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of services to ensure conformance to applicable operational standards.
  - (b) Environmental Audits. The Service may conduct environmental audits to evaluate the operations with respect to environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the annual Environmental Management Program Evaluation (see paragraph (3)(d) below).
- (3) *Annual Overall Rating.* The Service will determine and provide the Concessioner an Annual Overall Rating Report based upon the Service's evaluation of the Concessioner's contract compliance and performance for the preceding calendar year. The Annual Overall Rating will consist of the following individual reports and include one score and rating for the entire operating year:
  - (a) Administrative Compliance Evaluation and Report. The Administrative Compliance Report and rating considers the Contract compliance criteria, including timely submission of the annual financial report, timely and accurate submission of franchise fees, and timely submission of proof of insurance.
  - (b) Operational Performance Report. The Operational Performance Report and rating collates the individual periodic operational evaluations, and weights them if necessary.
  - (c) Risk Management Program Evaluation. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program (RMP). This evaluation will consider performance in complying with NPS risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's

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<sup>2</sup> [www.nps.gov/subjects/concessions/standards-and-evaluations.htm](http://www.nps.gov/subjects/concessions/standards-and-evaluations.htm)

<sup>3</sup> Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA)

documented RMP. The results of any life or fire safety inspections conducted by the Service will also be a component of this evaluation and a component of Periodic Operational Evaluations.

- (d) Environmental Management Program Evaluation. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in complying with NPS risk management standards, protecting natural resources, meeting environmental compliance requirements, and operating in accordance with the Concessioner's documented EMP, as applicable. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
- (4) *Visitor Comments*. The Service will review visitor comments and complaints on Concessioner services and associated responses. The Service may incorporate these into the Annual Overall Rating.

#### D) Vehicles

- (1) The Concessioner must properly register, license, insure, and maintain all vehicles, including OSVs, it uses to perform services under the Contract. The Concessioner must identify vehicles with the company name.
- (2) In accordance with Operating Plan Sec. 4)B)(2), the Concessioner must maintain a list of all vehicles used in its operation, including OSVs, and submit it to the Service by December 1 annually.

#### E) Interpretive Services

- (1) The Concessioner must provide information and interpretation to clients participating in OSV tours, using a wide array of appropriate interpretive techniques, on Area-related themes and topics such as resource protection, appreciation of Service values, and Service goals. See Attachment A for established park-wide interpretive themes.
- (2) The Concessioner must work closely with the Service's interpretive staff to prepare and present effective interpretive information. The Service will monitor the quality of the Concessioner's interpretive services to ensure appropriateness and accuracy through the Service's evaluation program.
- (3) The Concessioner must provide interpretive skills training for all employees who provide interpretive, information, and safety orientation information and/or services to visitors.

#### F) Possession of Firearms

- (1) The Concessioner is responsible for determining how it will interpret and implement State firearm possession laws in regard to its visitors. The Concessioner should consult the applicable State Attorney General's Office with regard to relevant State firearms laws.
- (2) The Concessioner must provide the Service its written policy articulating how it will implement these laws in regard to its operation for review and approval **within 60 days of the effective date of the Contract**, and as updated. The policy should also include a plan for management of public firearm possession in regard to concession activities.
- (3) Concession employees may not possess firearms while on duty. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner.

#### G) Human Resources Management

- (1) *Employee Behavior and Appearance*.
  - (a) Employees must project a hospitable, positive, friendly, and helpful attitude toward clients, other visitors, other Concessioner's employees, and Service employees, and must be capable and willing to answer questions from visitors and provide visitor assistance.
  - (b) The Concessioner must ensure that all employees in direct contact with the general public wear a visible nametag or have the company name embroidered on outerwear identifying

the Concessioner. Employees must be neat and clean in appearance. Clothing must be clean and appropriate for the activity.

(2) *Employee Hiring Procedures*

- (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure high-quality visitor services at all times, and to facilitate appropriate utilization of transportation events
  - (b) Drug-free Environment. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. All employees who are in positions where a federal or state law so requires, must participate in a drug-testing program.
  - (c) Background Checks. The Concessioner must ensure that comprehensive background checks are performed on all employee hires as appropriate for the position. These may include wants/warrants check; two-county criminal history checks; federal criminal records check; national multi-jurisdictional database and sexual offender search; social security number trace; and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
  - (d) Driver Requirements. Drivers of passenger carrying vehicles must have a valid state operator's license for the size and class of vehicle being driven.
  - (e) Service Employees. The Concessioner must not employ, in any status, a Service employee, the spouse, or dependents of the superintendent, superintendent's office direct staff, environmental manager, public health specialist, or the Commercial Services Office staff. The Concessioner may not employ in any status a spouse or dependent of other Service employees without the Superintendent's prior written approval.
  - (f) Service Notification. The Concessioner must promptly respond to law enforcement officer requests for the purposes of criminal investigation employee information such as: full name, telephone number, current position, supervisor's name and contact information.
- (3) *Training*. The Concessioner must provide appropriate formal and ongoing job training to each employee to ensure each has the knowledge and skills needed to perform the duties he or she will be assigned. The Concessioner must provide refresher training as applicable or required.
- (a) Job Training and Orientation. The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public, including orientation for all new employees and informing employees of Area regulations and requirements that affect their employment, safety, and activities while working in the Area.
    - The Concessioner must train its employees so they are familiar with equipment and conditions to ensure a safe and enjoyable trip for park visitors.
    - Prior to guiding clients, a trainee must accompany an experienced guide into the Area on at least three commercial trips within the Area.
  - (b) Customer Service Training. The Concessioner must provide customer service training for employees who have direct visitor contact. This training must adequately prepare employees to provide exemplary customer service.
  - (c) Sanitation Training. The Concessioner must provide sanitation training to employees who will serve or handle food, as needed to comply with the current edition of the U. S. Public Health Service Food Code.
  - (d) Environmental and Safety Training. The Concessioner must provide environmental and safety training to all employees according to requirements in its Risk Management Program.

- (4) *Employee Handbook*. The Concessioner must provide all employees with 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 Commercial Services Office initially **by November 15**. When updated, the Concessioner must submit changes to the Service for review **at least 30-days prior to distribution** to employees to assure consistency with all Area rules and regulations.
- (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.
- (6) *Volunteers in the Park (VIP) Program*. The Concessioner should encourage and permit its employees to participate in the Service's Volunteers in Parks (VIP) program. More information on the Service's VIP program can be found at <http://www.nps.gov/volunteer/>.

#### H) Resource Protection

- (1) The Concessioner must comply with all Service rules and regulations dealing with resource protection and ensure that its employees and clients are aware of these rules and regulations.
- (2) If bison or other wildlife is on the road, the tour must stop at least 25 yards away (100 yards away from bears and wolves) and move the OSV as far as possible to the opposite side of the road, and must maintain appropriate distances when providing educational or interpretive services. When encountering wildlife on the roads, the guide must ensure that the wildlife moves off leisurely and prevent any chasing or activity that may cause a stampede. The guide and group must avoid any activity that adds to that stress endured by wildlife during the winter. All tours must leave the area if their activities cause noticeable disturbance to animals. Any unusual wildlife sightings (bears, lynx, wolverine, etc.) should be reported to the NPS Commercial Services Office at [yell\\_osv@nps.gov](mailto:yell_osv@nps.gov). The information will be forwarded to the appropriate NPS staff.

#### I) Risk Management Program

- (1) The Concessioner must develop, maintain, and implement a Risk Management Program ("RMP") that is in accordance with all applicable laws, codes, and Service Risk Management Program Standards for Concessioners located on the Commercial Services website at: <https://www.nps.gov/subjects/concessions/risk-management.htm>. The RMP's Communication section must address procedures for communicating hazards to visitors and employees, including activity-related hazards (e.g., backcountry skiing) and natural resource-related hazards (e.g., wildlife). Further risk management specifications and requirements are found in other sections of this Operating Plan.
- (2) The Concessioner must submit its initial RMP to the Service **within 60 days following the effective date of this Contract** and any updates annually **by November 15**.
- (3) *Protection and Security*
  - (a) Safety Representative. The Concessioner must designate one employee as the safety representative at the beginning of the Contract, notify the Service of who has this role, and update this information as necessary. This person must have the authority to make decisions about safety concerns.
  - (b) Reporting of Criminal Violations. The Concessioner must implement standard operating procedures to include immediate reporting, by phone call, or most appropriate means, of all suspected and known criminal violations occurring within the Area to the Communications Center or most appropriate Service law enforcement official.
- (4) *Authority*. The Service has jurisdiction within all Area lands and facilities including law enforcement, search and rescue, emergency medical services, public health, and structural fire.



- (5) *Emergency Medical Care.* The Service, in cooperation with the Area's in-Area medical provider, provides emergency medical response services.
- (a) The Concessioner must report all medical emergencies to 911.
  - (b) The Concessioner must provide and maintain a basic first-aid kit on each tour, in accordance with Operating Plan Sec. 3)J)6).
  - (c) All guides must hold current certification in standard First-Aid and CPR through an accredited course provider, e.g. American Heart Association, Red Cross, etc.
- (6) *Training.* The Concessioner must train its employees according to the training requirements in its Risk Management Plan. At a minimum, the Concessioner must train each employee annually in the following:
- (a) The potential dangers of and restrictions against approaching and feeding wildlife, particularly bears, bison, elk, and wolves, and the process for reporting incidents with habituated wildlife.
  - (b) Proper emergency reporting procedures, including providing essential information to the Service Communications Center.
  - (c) Hazard communication, emergency action plan, and spill prevention and countermeasures.
- (7) *Exculpatory Agreements*
- (a) The Concessioner may require clients (or their legal guardian if the client is under 18 years of age) participating in Area activities identified as "high risk" to sign exculpatory agreements that include a visitor Acknowledgment of Risk (VAR), Waiver of Liability (WoL) and indemnification clauses.
  - (b) Higher risk services under the Contract are the following: Guided Interpretive Oversnow Vehicle Transportation Events (Tours)
  - (c) Exculpatory agreements:
    - Must comply with applicable state and federal law and NPS policy;
    - Must not waive liability or preclude claims against or require indemnifying the Concessioner for gross negligence, recklessness, or willful misconduct; and
    - Must waive liability against the United States by including the following language:  
"The undersigned waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity."
  - (d) The Services will not as a matter of standard practice, collect, review or approve the Concessioner's exculpatory agreements. Concessioners may consider consulting with their own counsel in the development of its exculpatory agreements to ensure they comply with NPS policy and Applicable Law. However, the Service reserves the right to review the Concessioner's exculpatory agreements and any modification or replacements of the agreements at any time during the term of the Contract and require any revisions to ensure all the requirements of NPS policy are met. The NPS also reserves the right to require changes to the Concessioner's exculpatory agreements or, to the extent permitted by law, revoke the Concessioner's allowance to use exculpatory agreements, if the Service determines the agreements are not compliant. Any determination by the Service that a Concessioner's exculpatory agreement is policy-compliant does not convey the NPS's view that the agreement is valid, enforceable, or otherwise endorsed by the NPS for any purpose.

**J) Environmental Management Program**

- (1) It is the responsibility of the Concessioner to protect, conserve, and preserve resources of the Area, comply with Applicable Laws, and incorporate Best Management Practices (BMP) pertaining to the protection of human health and the environment as outlined in the Contract.

In addition to the environmental management requirements described in other sections of the Operating Plan the Concessioner must comply with the requirements in Contract Sec. 4, Environmental, and Addendum 1, Sec. 4, Environmental Data, Reports, Notifications, and Approvals.

**K) Public Relations and Visitor Satisfaction**

- (1) *Required Notices.* The Concessioner must prominently post the following notice on its website and any promotional materials:

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. Rates are approved by the Service. Please address comments to:

NPS Commercial Services Office  
P.O. Box 168  
Yellowstone National Park, WY 82190

- (2) *Public Statements.* All media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents occurring within the Area, must be referred to the Service's Public Affairs Officer for the Area. This includes all media interviews. Media interviews and visits to report on Concessioner operations, however, may be done with a courtesy notification to the Public Affairs Officer.
- (3) *Visitor Satisfaction and Monitoring*
- (a) The Concessioner must establish a Service-approved customer satisfaction monitoring system. The Concessioner must submit its plan for this system **within 30 days of the effective date of the Contract**. The system may consist of electronic or hard-copy (i.e., comment card) surveys depending upon the location and services being monitored. The system must monitor customer satisfaction with service and quality standards, product mix, pricing, and overall Area experience. These surveys must include, at a minimum, Service provided customer satisfaction questions, as available. The Concessioner must have an adequate supply of comment cards, or information on accessing the electronic survey must be made available at appropriate locations.
  - (b) The Concessioner must investigate and make an initial response to any complaint within 48 hours.
  - (c) Upon receipt, the Concessioner must provide copies to the Service of visitor comments that allege misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or the safety of Area resources.
  - (d) The Concessioner must provide the Service with an annual electronic report of survey responses, including comments and complaints, **by April 15**. The Concessioner must provide individual comments upon request.
  - (e) The Service will forward to the Concessioner any comments or complaints received regarding Concession 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.
- (4) *Use of National Park Service Authorized Concessioner Mark (Mark).* 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." The Concessioner must comply with the guidelines for use of the Mark as provided on the NPS Commercial Services website.
- (5) *Advertisements and Promotional Material*
- (a) Approval. The Superintendent must approve all promotional material for services provided within the Area and its placement prior to publication, distribution, broadcast, installation, etc. The Concessioner must contact the Commercial Services Office well in advance to

establish specific time frames for each project review. The Superintendent may require the Concessioner to remove all unapproved promotional material. Promotional material distributed within the Area is restricted to services provided within the Area, unless the Superintendent approves exceptions.

- (b) Authorization. Advertisements must include a statement that the Service and the Department of the Interior authorize the Concessioner to serve the public in Yellowstone National Park.
- (c) Marketing Media. The Concessioner must maintain a website informing visitors of its operations within the Area. The website must provide links to the National Park Service website, the Area's individual website, and social media accounts, e.g., Facebook and Twitter, at a minimum. If the Concessioner creates and maintains social media sites for its in-Area operations, the Concessioner must monitor its social media pages for offensive postings or inappropriate activities and remove offensive, inappropriate, or inaccurate postings immediately. The Concessioner must stock for distribution to visitors the Service newspaper, brochures, and other Service and Area-related information deemed necessary by the Superintendent.

### 3) Specific Operating Standards and Requirements

The Concessioner must provide all services, whether required or authorized services, in a consistent, environmentally sensitive, and quality manner. Standards provided by current Service Concession Management Guidelines are service minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet these quality standards. In addition to complying with the following standards and requirements, the Concessioner must comply with the standards and guidelines located on the Commercial Services Website. When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the website.

#### A) Standards

- (1) Guided Land Tour (10-GLA) standards pertain to all OSV tour operations and associated services. See the Concessioner Tools/Standards and Evaluations Website (link in the Introduction) for the Guided Land Tours Standards (10-GLA). Additional general standards regarding OSV tour operations are outlined in the following Operating Plan sections.
  - (a) Exclusions to Service-Specific Operating Standards 10-GLA:
    - Elements 1-41 – Facility Standards – Not applicable; no assigned facilities
    - Elements 68-70 – Camping – Not applicable; camping not authorized

#### B) Required Services

- (1) *Guided Interpretive OSV Transportation Events (tours)*. The Concessioner must provide guided, interpretive oversnow vehicles (OSV) tours in Yellowstone National Park, in accordance with the requirements set forth in the remaining sections of this Operating Plan.
  - (a) Tours may occur on designated OSV routes only; cross-country travel is not authorized.
  - (b) The number of daily trips, vehicles, and originating entrance is limited by the Concessioner's transportation event allocation.
  - (c) The Concessioner may offer tours with varying destinations, lengths, routes, etc.
  - (d) For multi-day OSV tours, each day OSVs are in operation within the Area counts against the Concessioner's daily allocation at the original entrance.
  - (e) During tours, the Concessioner must provide clients with interpretive information in support of park themes, which are included as Attachment A.
  - (f) The Concessioner is responsible for the safety and behavior of its clients at all times while providing OSV tours.

- At least one qualified guide must accompany all OSV tours, although more may be needed for larger groups.
  - The Concessioner must ensure all clients are safely equipped and properly clothed for the conditions. All clients and guides on snowmobile tours must wear properly fitted snowmobile helmets while operating snowmobiles.
- (2) *Guided OSV Shuttle Trips to Old Faithful (CC-YELL504-25)*. The Concessioner must use one daily transportation event to provide one-way shuttle service to Old Faithful, for guided interpretive tours, or for a combination of the two.
- (a) When the events are used for shuttle service, the service must be provided on a schedule that accommodates visitors both going to and leaving from Old Faithful. When the events are used as guided tours, the concessioner must hold back six (6) seats for visitors requesting one-way travel to or from Old Faithful, up to 48 hours before departure.
  - (b) Within 48 hours of departure, all seats may be sold to visitors for guided interpretive tours.
  - (c) Regardless of how events are used, visitors who have purchased one-way transportation to Old Faithful must be able to reserve one-way transportation back on the date of their choice, when booked at least 48 hours in advance.
  - (d) Visitors purchasing one-way shuttle seats must be provided space for one piece of carry-on luggage and one set of skis or snowshoes.
  - (e) The rate charged for one-way shuttle service will be no more than 70% of the rate charged for standard OSV tours to the same destination.
  - (f) The Concessioner must report shuttle trips by indicating "shuttle" in the "Comments" column on the Concessioner Monthly Use Report. If an event was used as a guided tour, but several seats were sold for one-way transportation, the Concessioner must indicate the number of one-way guests on the trip in the "Comments" column.

### C) Authorized Services

- (1) *Guided Interpretive OSV Custom and Charter Transportation Events*. The Concessioner may provide guided interpretive OSV trips for organized groups upon request.
- (a) Custom and charter trips count as a transportation event and must originate from the Area entrance associated with the Contract, but the Concessioner may pick up clients from other Area entrances and continue throughout the Area.
  - (b) The Concessioner may provide chartered OSV transportation service to another commercial operator, such as a photography tour provider, who has obtained a Commercial Use Authorization (CUA) to operate in Yellowstone National Park.
    - When providing such transportation, the Concessioner assumes responsibility for ensuring all activities are conducted in accordance with the requirements set forth within this Operating Plan.
    - Revenue received by the Concessioner for providing OSV transportation service to another commercial operator must be included in the Concessioner's gross receipts on the Annual Financial Report.
- (2) *Guided Interpretive OSV Custom and Charter Transportation Events Including Other Services*. The Concessioner may provide guided interpretive OSV trips within the Area which include cross-country skiing, snowshoeing, photography, and wildlife viewing throughout the area. Conditions for these additional activities are included as Attachment B.
- (3) *OSV Shuttle Service*. The Concessioner may provide one-way shuttle service that provides for express delivery of clients to designated locations within the Area. The Concessioner may provide designated shuttle trips or provide the service in combination with existing OSV tours (ie, clients may be offered a seat on an existing OSV tour).
- (a) Designated shuttle trips count as a transportation event and must originate from the Area entrance associated with the Contract.

- (b) The Concessioner must ensure visitors booking one-way shuttle service into the Area are able to book a one-way return trip out of the Area on the date of their choice.
- (c) Visitors purchasing one-way shuttle seats must be provided space for one piece of carry-on luggage and one set of skis or snowshoes.
- (d) The rate charged for one-way shuttle service will be no more than 70% of the rate charged for standard OSV tours to the same destination.
- (e) The Concessioner must report shuttle trips by indicating "shuttle" in the "Comments" column on the Concessioner Monthly Use Report. If an event was used as a guided tour, but several seats were sold for one-way transportation, the Concessioner must indicate the number of one-way guests on the trip in the "Comments" column.
- (4) *Food Service for Clients Only.* The Concessioner may provide clients with food and beverages, which have been prepared in commercial food service operations inspection by State or local Public Health Service Officials. Food service must be provided in accordance with Operating Plan Sec. 3)N) Sanitation and Food Service.
- (5) *Towing and Minor Vehicle Repairs.* The Concessioner may tow disabled OSVs from the Area and perform minor repairs within the Area. Examples of minor repairs include replacing belts, spark plugs, or lamps.
  - (a) Entering the Area expressly to tow disabled OSVs does not count against the Concessioner's daily allocation of transportation events.
- (6) *OSV Freight and Supply.* The Concessioner may haul freight and supplies for other concessioners and Area contractors throughout the Area during the winter, on roads closed to conventional vehicular travel.
  - (a) Entering the Area to haul freight and supplies by OSV does not count against the concessioner's daily allocation of transportation events. Trips to haul freight and supplies must be documented on the Monthly Use Report (Attachment C).

#### **D) Winter Season**

- (1) Opening and closing dates for Area roads open to oversnow vehicle traffic are set annually. The Service will determine specific opening and closing dates considering, among other things, weather and snow conditions. The Concessioner should contact the Area at (307) 344-2117 for updated road conditions and spring plowing schedules.
- (2) Most roads open to oversnow travel on December 15 and close the following March 15.
  - (a) Some roads close prior to March 15, including roads connecting Mammoth to Norris Junction, Norris Junction to Canyon, Norris Junction to Madison Junction, and Canyon to Fishing Bridge.
- (3) During the winter use visitor season, Area roads open to OSV traffic are closed to all commercial traffic between 9:00 p.m. and 7:00 a.m., with the exception of East and South Entrances where OSV travel is not allowed until 8:00 a.m., unless otherwise authorized by the Service.
- (4) *Requests to Operate Overnight.* The Service will consider requests to operate between 9:00 p.m. and 7:00 a.m. (generally for emergencies and special events, etc.) on a case-by-case basis. Late exits are generally discouraged because of grooming operations and safety. All requests, other than emergencies, must be made at least seven days in advance by emailing the Commercial Services Office at [yell\\_osv@nps.gov](mailto:yell_osv@nps.gov).
  - (a) The request must include the following:
    - Concessioner Name and Contract ID
    - Name and contact information for individual making the request
    - Area Entrance
    - Date and time of proposed early entry or late exit
    - Purpose of request

- Destination
  - Number and type of OSVs (snowcoach or snowmobile)
- (b) The Service will review and either approve or disapprove the request. If approved, the Concessioner must carry a printed copy of both its request and the Service's response when operating outside the hours designated for commercial OSV travel.
- (5) The Service may require the Concessioner to delay or cancel trips into the Area if the Service determines that park roads are unsafe or unsuitable for access by OSV. The Service, or other local authority, may close or restrict travel on roads with little or no advance warning when unsafe conditions exist.
- (a) The Concessioner must monitor conditions and associated advisories and will adjust trips/operations when conditions are unsafe, and when declarations have been issued advising "no unnecessary travel".
- (b) The Concessioner must prepare contingency plans in the event road closures prevent an OSV tour from departing the Area as scheduled.
- (6) If there is not adequate snowpack, some Area roads may not be open to all types of OSVs at times during the winter recreational use season. The Concessioner will obey any and all closures and only resume operations when cleared by the Service.
- (7) Concessioner guides are encouraged to report poor road and/or weather conditions to the Service.

**E) Yellowstone National Park Authorized Areas of Operation**

- (1) The following routes are designated for OSV use during winter operations. These routes, or portions thereof, may be opened or closed for OSV travel after taking into consideration the location of wintering wildlife, adequate snowpack, public safety, and other factors.
- (a) Grand Loop Road, from its junction with Upper Terrace Drive to Norris Junction
- (b) Grand Loop Road, from Norris Junction to Canyon Junction
- (c) Grand Loop Road, from Norris Junction to Madison Junction
- (d) West Entrance Road, from the park boundary at West Yellowstone to Madison Junction
- (e) Grand Loop Road, from Madison Junction to West Thumb
- (f) South Entrance Road, from the South Entrance to West Thumb. On the John D. Rockefeller, Jr. Memorial Parkway, OSV use between Flagg Ranch and the South Entrance will be governed by rules for use in Yellowstone, per Operating Plan Sec. 3)F) Grand Teton National Park and the John D. Rockefeller, Jr. Memorial Parkway.
- (g) Grand Loop Road, from West Thumb to its junction with the East Entrance Road.
- (h) East Entrance Road, from the East Entrance to its junction with the Grand Loop Road. Snowcoach use over Sylvan Pass is condition dependent and requires prior Service approval.
- (i) Grand Loop Road, from its junction with the East Entrance Road to Canyon Junction
- (j) South Canyon Rim Drive
- (k) Lake Butte Road
- (l) Firehole Canyon Drive is authorized for OSV use only in accordance with the following schedule:
- 9:00am to 12:00pm: snowmobiles and long-tracked snowcoaches (Bombardiers and Snowbusters) may travel southbound (uphill) only; no other OSV use is authorized.
  - 1:00pm to 6:00pm: snowcoaches may travel northbound (downhill) only; no other OSV use is authorized
- (m) North Canyon Rim Drive

- (n) Riverside Drive is authorized for OSV use only in accordance with the following schedule:
    - 9:00am to 12:00pm: snowcoaches may travel eastbound only; no other OSV use is authorized.
    - 1:00pm to 6:00pm: snowmobiles and long-tracked snowcoaches (Bombardiers and Snowbusters) may travel westbound only; no other OSV use is authorized.
  - (o) Grand Loop Road from its junction with Mammoth Terrace Drive to its junction with the North Entrance Road (rubber-tracked and Low Pressure Tire (LPT) snowcoaches only)
  - (p) Roads in the developed area of Mammoth Hot Springs (rubber-tracked and LPT snowcoaches only)
  - (q) Grand Loop Road, from Canyon Junction to the Washburn Hot Springs overlook – snowcoaches only.
  - (r) Roads in the developed areas of Madison Junction, Old Faithful, Grant Village, West Thumb, Lake, East Entrance, Fishing Bridge, Canyon, Indian Creek, and Norris.
- (2) The following roads and/or areas are closed:
- (a) The Fountain Flat (Freight) Road is closed to all OSV use, except for cross-country ski grooming operations.
  - (b) The upper viewing platform at Artist Point and the Brink of the Upper and Lower Falls are closed to all visitors.
  - (c) Use of Cave Falls Road in the southwest corner of the Area is prohibited to snowcoaches. Please see Winter Use Rule for specific guidance.
- (3) *Right of Way*
- (a) Emergency vehicles have the right of way to all vehicles.
  - (b) Snowmobiles have the right of way to snowcoaches.
  - (c) Snowcoaches traveling towards Old Faithful from Mammoth, Norris, West Yellowstone, Madison, South and West Thumb have the right of way.
  - (d) Snowcoaches traveling towards Canyon from Norris, West Thumb, Lake, East Entrance, and Fishing Bridge have the right of way.
- F) Grand Teton National Park and the John D. Rockefeller, Jr. Memorial Parkway**
- (1) The Concessioner is authorized to provide OSV service from the south boundary of Yellowstone National Park to the OSV staging area within CC-JODR002-XX land assignment in John D. Rockefeller, Jr. Memorial Parkway, for the purpose of dropping off or picking up clients only.
  - (2) The Concessioner is not authorized to leave OSVs unattended within the OSV staging area within the CC-JODR002-XX land assignment at any time.
  - (3) The same requirements for OSV operations within the Area apply to OSV operations through John D. Rockefeller, Jr. Memorial Parkway.
  - (4) Commercial services within Grand Teton National Park or John D. Rockefeller, Jr. Memorial Parkway
    - (a) The Contract does not provide authority for any other commercial services within Grand Teton National Park or John D. Rockefeller, Jr. Memorial Parkway, including wheeled vehicle transportation of clients from the OSV staging area.
    - (b) The Concessioner may be authorized to provide commercial services within Grand Teton National Park or John D. Rockefeller, Jr. Memorial Parkway under a Commercial Use Authorization (CUA). The Concessioner must contact the Grand Teton National Park Commercial Services Office to inquire about CUA opportunities within the Area.

**G) Winter Use Rule**

- (1) OSV tours are conducted in accordance with the 2013 Yellowstone National Park Winter Use Final Rule (Winter Use Rule), which provides regulations and policy for winter use in Yellowstone National Park. Text of the Winter Use Rule may be found in Title 36, Code of Federal Regulations § 7.13(l)<sup>4</sup>.
- (2) Other special regulations may be found in Title 36, Code of Federal Regulations § 7.13.

**H) Transportation Events**

- (1) Commercial OSV use is managed through the allocation of daily Transportation Events by entrance station. For the Concession Contracts which provide guided, interpretive OSV tours in Yellowstone National Park, the Service authorizes up to 79 total commercial transportation events daily, but no more than 42 commercial transportation events each day may be comprised of snowmobiles.
- (2) The Service will assign other commercial OSV transportation event allocations to CC-YELL077-13 and to non-commercially guided groups, in accordance with the Winter Use Rule.
- (3) The table below lists the daily Transportation Event allocations by Contract.

**GUIDED INTERPRETIVE OVERSNOW VEHICLE TOUR CONTRACTS and DAILY TRANSPORTATION EVENT ALLOCATIONS BY ENTRANCE**

Contract	Total Daily Transportation Events	Maximum Daily Snowmobile Events (part of Total)
<b>West Entrance (12 Contracts)</b>		
CC-YELL500-25	5	1
CC-YELL501-25	4	2
CC-YELL502-25	4	2
CC-YELL503-25	4	2
CC-YELL504-25	5*	2
CC-YELL505-25	4	2
CC-YELL506-25	4	2
CC-YELL507-25	4	2
CC-YELL508-25	4	2
CC-YELL509-25	4	2
CC-YELL510-25	4	2
CC-YELL511-25	4	2
<b>Total West Entrance Allocations</b>	<b>50</b>	<b>23</b>
<b>South Entrance (9 Contracts)</b>		
CC-YELL512-25	4*	2
CC-YELL513-25	3	2
CC-YELL514-25	3	2
CC-YELL515-25	3	2
CC-YELL516-25	3	2
CC-YELL517-25	2	2

<sup>4</sup> <https://www.ecfr.gov/current/title-36/chapter-I/part-7>



Contract	Total Daily Transportation Events	Maximum Daily Snowmobile Events (part of Total)
CC-YELL518-25	2	2
CC-YELL519-25	2	1
CC-YELL520-25	2	1
<b>Total South Entrance Allocations</b>	<b>24</b>	<b>16</b>
<b>East Entrance (1 Contract)</b>		
CC-YELL522-25	3**	2
<b>North Entrance (1 Contract)</b>		
CC-YELL523-25	2	1
<b>Totals</b>	<b>79</b>	<b>42</b>

\* One daily TE must be used for one-way shuttle service to Old Faithful.

\*\* Snowcoach use at East Entrance is condition dependent and the Concessioner must receive approval from the District Ranger prior to providing transportation events by snowcoach. CC-YELL522-14 has historically only utilized its assigned snowmobile transportation events due to a number of challenges with snowcoach operations caused by the environmental conditions in that sector of the Area.

(4) *Size of each transportation event*

- (a) A transportation event equals one group of snowmobiles (maximum group size of 10, seasonal average of seven), or one snowcoach.
  - (b) The group size of a transportation event may increase from a seasonal average of seven to eight for snowmobiles and from a maximum of one to two snowcoaches, not to exceed a seasonal average of 1.5 snowcoaches, if commercial tour operators use vehicles that meet voluntary enhanced emission standards (see Winter Use Rule).
  - (c) Once inside the Area, different concessioners may exchange snowmobile passengers as long as the group size does not exceed the limit of 10 snowmobiles, including the guide.
- (5) The Concessioner is allocated a maximum number of transportation events they may have in the Area any given day. For example, OSVs may enter the Area on one day, spend the night within or outside the Area, and tour the Area the following day. Each day counts against the Concessioner's daily allocation at the original entrance.
  - (6) OSVs travelling together as part of a tour may re-enter the Area on the same day and the re-entry does not count against the Concessioner's allocation. For example, a guide and group may exit the Area for lunch or to visit a community and re-enter the Area the same day.
  - (7) OSV custom and chartered tours are allowed. As long as these tours originate from the Area entrance allowed in this Operating Plan, the tour may pick up visitors from other Area entrances and continue throughout the Area. Tours may be for one or more days, but still count against the Concessioner's daily allocations at the originating entrance each day.
  - (8) Commercial tour operators may cooperatively exchange allocations of snowmobile and snowcoach transportation events within an entrance. Sharing transportation events must not result in an overall increase in the authorized number of OSV transportation events operating in the Area. Commercial tour operators must notify the Commercial Services Office by email at YELL\_OSV@nps.gov when transportation events are exchanged. All allocations used from another Concessioner must be reported in the designated columns of the Concessioner's Monthly Use Report (Attachment C), by the Concessioner using the event.
    - (a) Concessioner's may reimburse one another for a reasonable "referral" of "reservation" fee when using one another's OSV allocation. That fee received must be included in the Concessioner's gross receipts on the Annual Financial Report.

- (b) Traded OSV transportation events will be removed from the original concessioner's total allotment, for purposes of calculating minimum use. The traded event will become part of the total number of transportation events allocated to the acquiring concessioner.

**I) Minimum Use of Transportation Events**

- (1) It is the Service's expectation that Concessioners provide OSV tours to as many visitors as practicable, given the allocations provided under each contract.
- (2) Based on an average over a three-year period of time, if a Concessioner does not utilize 50% or more of its assigned OSV transportation event allocations, the Service may, at its discretion, reallocate all or a portion of the consistently underutilized trip allocations to other Concession Contracts.
- (3) If the Service finds that a Concessioner has underused allocations pursuant to the criteria identified above, the Service will notify the Concessioner via written correspondence and advise the Concessioner of the number of allocations it proposes to reallocate. The Concessioner will be provided with an opportunity to respond to the Service's proposed reallocation. If the underused allocations are due to extraordinary, unanticipated circumstances, the Service will take those circumstances into consideration. Some examples of extraordinary, unanticipated circumstances include, but are not limited to: closures of the Area, lack of sufficient snow to safely operate, or inability of the operator to conduct trips due to long-term illness.
- (4) Underutilized transportation event allocations will be reallocated within the same entrance station to qualified Concession Contracts through a lottery system. A qualified Contract, for the purposes of reallocation, is a Contract that has (1) consistently utilized its allocations, (2) notified the Service of its desire to obtain additional allocations, and (3) not received any less than satisfactory ratings for NPS evaluations performed during the two years previous to the request for additional allocations. If there are no qualified Contracts operating within the same entrance station, the Service may consider alternative reallocation methods as allowed by the Winter Use Rule.
- (5) Finalized reallocations will be documented via a Contract amendment for both the Concessioner losing allocations and the Concessioner gaining allocations. These reallocations will remain in effect for the term of the 2025 Contract and may remain with the specific Contract in the future, unless changes in Park Planning or priorities dictate a change in commercial OSV operations.
- (6) A Concessioner may also voluntarily choose to surrender some of its allocations. If this were to happen, the Service will use the reallocation method described above.

**J) OSV Safety Standards**

- (1) In order to provide for the safety and enjoyment of visitors, the Concessioner must adhere to the following general safety standards for all OSV operations. Vehicle-specific standards are included in Operating Plan Sec. 3)K) Snowcoaches and Sec. 3)L) Snowmobiles.
- (2) When temperatures reach or fall below -20 degrees Fahrenheit, all non-essential field work by government employees, volunteers, Service-permitted researchers, and procurement contractors will cease and Concessioners are encouraged to consider cancelling or modifying operations to ensure comfort and safety of visitors. The Concessioner must be aware that there will be reduced Service presence during these times and response may be limited and/or hampered by required additional preparation.
- (3) Drivers and all passengers must use seat belts in wheeled and tracked vehicles at all times, if such vehicles were originally equipped by the manufacturer with a seat belt.
- (4) Drivers and guides must ensure that no one is exposed to an inherent or perceived risk based on actions taken by them, a guest, or another company. It is the responsibility of the concessioner, its employees, and Subconcessioner, if applicable, to ensure that no one is putting guests or anyone else at risk of injury or causing damage or harm to Area resources. This would include, but not be limited to: entering a closed area or an area posted as unsafe or encouraging guests to "slide" down hillsides or jump into roadside drifts. These activities will be noted in the

- concessioner's operational evaluations, which could result in a less than satisfactory annual overall evaluation.
- (5) Concessioners must not allow clients on day trips to carry alcoholic beverages. Clients on overnight trips may carry unopened alcoholic beverages in luggage where it must remain until clients reach their overnight destination.
  - (6) At a minimum, each snowcoach or snowmobile group must carry a basic first-aid kit, matches, instant hot packs, and a blanket (more substantial than foil blanket). The first-aid kit must include the following or similar items (although the Service may approve deviations from the minimum):
    - (a) 2" or 4" Gauze roll (minimum of two)
    - (b) Triangular bandages (2)
    - (c) 4" x 4" gauze dressings (5)
    - (d) Band-Aids, assorted sizes and types
    - (e) Ace bandages (2)
    - (f) 8"x10" trauma pads (2)
    - (g) 2 rolls of 2" medical tape
    - (h) Topical disinfectant (Neosporin, Betadine, etc.)
    - (i) Trauma scissors
    - (j) Tweezers
    - (k) 5 large chemical heat packs
    - (l) Alcohol wipes
    - (m) Micro shield/pocket mask
    - (n) Rubber, nitrile, or latex gloves (3 pairs)
    - (o) "SAM" splint (or similar)
  - (7) All guides must have at least current Standard First-Aid and CPR certifications. A guide cannot lead a trip with expired First-Aid and/or CPR certification.
  - (8) Guides and drivers must be familiar with the hand signals used by snowmobile guides and their clients. Snowmobile guides must use hand signals when appropriate. Prior to commencing each trip, guides must explain signals and proper sled etiquette to the group for safety of the group. (Refer to Attachment D - Nationally Approved Snowmobile Hand Signals)
  - (9) The Concessioner must ensure that equipment complies with the requirements of the Contract and applicable regulations. The Service will perform inspections on an intermittent, unannounced basis.

**K) Snowcoach Requirements**

- (1) All snowcoaches must meet Best Available Technology (BAT) standards, at a minimum, as defined in the Winter Use Rule. Due to the level of modification and customization needed to retrofit a standard vehicle for oversnow use, snowcoaches must be certified on an individual basis. The Service will host a snowcoach "testing day(s)" near the beginning of each winter season, where any previously un-certified snowcoaches may be tested and certified for operation within the Area.
  - (a) All snowcoaches must carry the certificate attesting to testing and approval under BAT or E-BAT standards and denoting the approved period of operation.
  - (b) Once approved, a snowcoach may operate in the Area through the winter season that begins no more than 10 years following its engine manufacture date. To continue to operate in the Area during future winter seasons, a snowcoach must be retrofitted with a

new engine and emissions equipment to meet existing EPA Tier 2 engine and emission requirements, and re-certified for air and sound emissions.

- (2) Snowcoaches designed to utilize electric vehicle (EV) technology must be approved by the Service prior to operation. The Concessioner must demonstrate the functionality and reliability of its proposed EV technology in all weather conditions which may be encountered. Snowcoaches equipped with EV technology must have a backup means of power onboard. Park infrastructure does not currently support EV charging for OSVs.
- (3) Snowcoaches must be properly registered and carry a valid state registration document and proof of insurance.
- (4) Snowcoach drivers must possess a valid state motor vehicle operator's license. Drivers must possess a Commercial Driver's License if the vehicle is designed to carry 15 or more passengers (excluding the driver).
- (5) The maximum speed limit for snowcoaches is 25 mph (36 CFR §7.13).
- (6) All equipment must be well-maintained and in safe operating condition.
- (7) Snowcoaches must have a capacity of at least 8 passengers. For snowcoaches carrying more than ten guests, it is suggested that the ratio of guests to staff not exceed ten to one.
- (8) Snowcoaches must be equipped with mud flaps to deflect ice and snow.
- (9) Snowcoaches must be equipped with headlights and taillights that will be on when the vehicle is in operation.
- (10) Snowcoaches must be equipped with factory mufflers, or the equivalent, that are properly functioning and operating at all times.
- (11) Snowcoaches must be equipped with cell phones, two-way radios, or satellite phones. Be aware, the reliability of cell phones and satellite phones may be intermittent due to insufficient coverage. Use of any radio device to transmit on park frequencies is prohibited.
- (12) Snowcoaches and transport vehicles must be clearly marked with a company logo or business name.
- (13) Snowcoaches that are painted white or other light colors must have reflective tape on the vehicle exterior to ensure visibility.
- (14) Snowcoaches must be equipped with a flashing amber light or strobe light on the rear or top of the vehicle to increase visibility. Drivers/guides will ensure that the light is kept free of snow. This may require stopping to check the light periodically.
- (15) Three (3) bidirectional emergency reflective triangles must be carried to be set out in case the vehicle is disabled.
- (16) At a minimum, a 5-pound type ABC fire extinguisher must be carried in each snowcoach.
- (17) Snowcoaches may haul up to ten (10) gallons of fuel externally, outside stock fuel tanks. The Concessioner must carry sufficient material to clean up any fuel spills.
- (18) Disabled snowcoaches must be removed from the Area as quickly as possible.
- (19) Snowcoaches are prohibited from being driven without rubber tracks on the Mattracks, other than an emergency drive into a pullout or safe location.
- (20) Minimum design/build specifications for snowcoaches utilizing low-pressure tires (LPTs), unless otherwise amended by the Area Superintendent:
  - (a) Four-wheel drive;
  - (b) Equipped with a fully-locking front differential and, at minimum, a limited slip rear differential. Unlimited slip (open) differentials are not permitted;
  - (c) Equipped with shock absorbers or other bounce-dampening devices of sufficient resistance to limit porpoising;
  - (d) Equipped with an axle ratio of 4.88:1 or lower;

- (e) Tire sizes: The minimum tire size required for snowcoaches operating in the Area is 44" diameter x 20" wide. We encourage investment in tires larger than 44" diameter by 20" wide. The minimum tire size for any snowcoach larger than 10,500 lbs. GVWR is 54" diameter x 28" wide.
  - (f) Equipped with bead-lock wheels or safety hump to allow the tires to be aired down in soft conditions (if the tire style selected is compatible with such wheel designs);
  - (g) Equipped with either a permanently mounted on-board or portable air compressor system;
  - (h) Must carry traction boards (devices designed for assisting in vehicle self-rescue) in each snowcoach (minimum two, recommend four).
  - (i) In the interest of supporting operators' attempts to discover better ways of equipping their vehicles to maximize performance, visitor experience, and preserve resources, the National Park Service, through the Commercial Services Office, will consider limited proposals to explore new and innovative options for Low Pressure Tire snowcoaches.
- (21) Idling an OSV is limited to three (3) minutes at any one time (36 CFR §7.13); however, allowances may be made for warming up or cooling down engines as recommended by the manufacturer.
- (22) The Concessioner must ensure that each client is safely equipped and properly clothed prior to the trip. On extremely cold days, clients must be encouraged to carry special clothing such as balaclavas and face-masks to protect against frostbite and hypothermia.
- (23) The Concessioner is authorized to drop off snowcoach passengers without a guide so they may cross-country ski, snowshoe, and/or photograph. Appropriate arrangements must be made in the event passengers need to be picked up later in the day.
- (24) All snowcoaches that stop on designated routes must pull over to the far right (single file) next to the snow berm or use pullouts where available and accessible. Stopping snowcoaches in hazardous locations or where the view of the snowcoach might be obscured, such as on a curve, or operating so slowly as to interfere with the normal flow of traffic is prohibited.
- (25) Drivers/guides must monitor snowmobiles approaching from the rear. Whenever possible, snowcoaches must pull over to allow snowmobiles to pass.
- (26) Operation of a snowcoach in willful or wanton disregard for the safety of persons, property, or park resources is considered reckless operation and is prohibited.
- (27) Drivers/guides are responsible for the behavior of the clients in its party. Serious or repeated violations by clients may result in the Service disallowing individual guides from leading tour groups.
- (28) Towing and Repair
- (a) The Concessioner must make appropriate arrangements to retrieve disabled snowcoaches from the Area. Vehicles towing coaches must be adequate for the weight/load ratio in accordance with DOT standards. No person may ride in a coach under tow, except for a driver.
  - (b) Vehicles towing trailers must be adequate for the weight/load ratio in accordance with the manufacturer's recommendations and be equipped with a trailer hitch towing package to meet the weight requirements of the trailer. The Concessioner must also use safety chains appropriately attached when needed.

#### **L) Snowmobile Requirements**

- (1) All snowmobiles must meet New Best Available Technology (BAT) standards, at a minimum, as defined in the Winter Use Rule. The Park maintains a list of snowmobiles which have been tested and certified to meet the BAT standards and have been approved for use in Yellowstone, available at [www.nps.gov/yell/planyourvisit/newbatlist.htm](http://www.nps.gov/yell/planyourvisit/newbatlist.htm). Snowmobiles utilizing electric vehicle (EV) technology are not currently approved for operation within the Area.
- (2) A qualified guide must accompany every guided snowmobile tour.

- (3) Guides are responsible for the behavior of the clients in their party. If a guide is unable to control a client, the guide must contact an Area ranger as soon as possible. If a guide sees a Park Ranger and wants the Ranger to stop, the guide must "tap his helmet with his hand" as a signal for the Ranger.
- (4) The maximum speed limit for snowmobiles is 35 mph (36 CFR § 7.13).
- (5) Snowmobile operators must possess a valid state motor vehicle operator's license (no learner permits are allowed) and carry the license on their person at all times.
- (6) Operation of a snowmobile in willful or wanton disregard for the safety of persons, property, or park resources is considered reckless operation and is prohibited.
- (7) Properly operating a snowmobile requires skill and judgment on the part of the driver. The Concessioner must provide an orientation to all clients that include familiarization with the snowmobile controls, proper dress, and safe operating instructions. The Concessioner must provide all snowmobile clients basic instruction on all aspects of the safe operation of snowmobiles prior to beginning the trip with emphasis placed on traffic regulations and the similarity of a snowmobile to an automobile. The Concessioner must provide clients the opportunity to operate a snowmobile or examine one in enough detail to ensure their ability to physically operate the controls.
- (8) All snowmobiles must be properly registered in the U.S. State or Canadian Province of principal use and must display a valid registration.
- (9) The Concessioner, its employees, any Subconcessioner, and clients must comply with all applicable state laws, Title 36 Code of Federal Regulations, and the laws of the United States (e.g., registration requirements, accident reporting, traffic control devices, driver's licenses, right-of-way, speed limits, unsafe operation, operating under the influence, open container, etc.).
- (10) The Concessioner must ensure that all snowmobiles are in good working order including throttle, brake, brake light, hand warmers, high and low beam headlights, taillight, kill switch, windshield, suspension, speedometer, and adequate bumpers.
- (11) The Concessioner must not alter any snowmobile or use snowmobiles that have been altered in any way that decreases their safe operation or the effectiveness of noise control or pollution control equipment.
- (12) The Concessioner must equip all snowmobiles with mud/snow flaps to deflect ice and snow.
- (13) If snowmobiles do not have a rearview mirror or side mirror mounted appropriately on the machine, guides and clients must use an effective hand-held or wrist mirror. All mirrors must ensure that riders can clearly view traffic approaching from behind while operating machines. Headlights and taillights must be on when snowmobiles are in operation.
- (14) Three (3) bidirectional emergency reflective triangles must be carried to be set out in case the vehicle is disabled.
- (15) One guide on each trip must carry a reliable emergency communication device which could include a GPS locator beacon, satellite messenger, cell phone, or satellite phone. While cell phones provide an excellent backup tool for emergency communication (911), they are not always reliable throughout the Area. It is incumbent upon the operator to carry a device reliable in the geographic area where the trip is being conducted.
- (16) The Concessioner must ensure that each client is safely equipped and properly clothed prior to the trip. On extremely cold days, the Concessioner must encourage clients to wear special clothing such as balaclavas and facemasks to protect against frostbite and hypothermia. Clients and guides must wear snowmobile helmets that are properly fitted and meet Department of Transportation standards, whenever operating a snowmobile, even for short distances or loading and unloading from trailers. Children may wear ski or bicycle helmets if they fit better and meet SNELL standards. Concessioners must ensure children have adequate protection from frostbite.
- (17) Each guided snowmobile tour must travel together with a maximum of one third (1/3) mile between the first snowmobile in the group and the last snowmobile in the group (36 CFR § 7.13). The guide must maintain a safe distance between other groups. There should be enough space between groups to safely pass one another. All guides must use bicycle safety flags or

- windshield signs to assist in monitoring group size and identification of commercial operations. The Concessioner may mount the flag on the rear of the snowmobile.
- (18) The Concessioner must clearly mark all snowmobiles and transport vehicles with the company name and/or logo.
- (19) Snowmobiles must travel only on designated routes. All other use, including off-road travel, side-hilling, berm-riding, or backcountry use is strictly prohibited and may lead to citations, unsatisfactory rating, and the termination of this Draft Contract whether the violation was done by a guide or client. All snowmobiles that stop on designated routes must pull over to the far right (single file) next to the snow berm, using pullouts where available and accessible.
- (20) Stopping snowmobiles in hazardous locations or where the view of the snowmobiles might be obscured (such as on a curve), or operating so slowly as to interfere with the normal flow of traffic, is prohibited.
- (21) To maintain air quality and protect soundscapes, it is recommended that guides ensure that no snowmobiles idle more than one (1) minute when stopped at turnouts, warming huts, staging areas, gas stations, or other destinations. Idling an OSV is limited to three (3) minutes at any one time (36 CFR § 7.13).
- (22) *Carrying a Passenger*
- (a) Because of safety concerns, generally, the guide must not carry a passenger on his/her snowmobile. With large family groups, however, the guide may allow a passenger who does not possess a driver's license or a person who is not capable or confident in operating a snowmobile to ride behind him/her if the guide's snowmobile is designed for double riding. This should be the exception, not common practice. A guide-in-training will not be allowed to carry a passenger.
  - (b) Double riding is only permitted in accordance with the manufacturer's specifications for the particular machine operated. Triple riding is allowed only on machines developed and designed specifically for three riders and approved by the Service.
- (23) *Towing*
- (a) Towing skiers or persons on sleds or on other sliding devices is prohibited.
  - (b) Only a guide may pull any equipment, including trailers and snowmobiles. A guide-in-training is not allowed to pull or tow any equipment, trailers, or snowmobiles.
  - (c) When transported by trailer, the Concessioner must secure snowmobiles to the trailer with a 3/8-inch minimum metal cable or 3/8-inch steel metal bar or ratchet system.
  - (d) Equipment sleds towed by a snowmobile must be pulled behind the snowmobile and fastened with a rigid hitching mechanism.
  - (e) The Concessioner may retrieve disabled snowmobiles with a non-BAT snowmobile. The Concessioner must then immediately remove both snowmobiles from the Area.
  - (f) The Concessioner must always load tow-trailers towed behind a snowmobile with the lowest possible center of gravity and use a rigid tow bar. All tow-trailers must have reflecting material on each side and the rear. The Concessioner must not tow a tow-trailer with a rope at any time.
  - (g) The Concessioner must tow its disabled snowmobiles from the Area as soon as possible. This includes snowmobiles supplied to participants of the Non-commercially Guided Snowmobile Access Program. Before towing a disabled snowmobile by another snowmobile, the Concessioner must first remove the drive belt of the towed snowmobile. The Concessioner should use a rigid tow bar but may use appropriate webbing or rope. If using a rope, the Concessioner must tie the front left of the disabled snowmobile to the rear right of the towing snowmobile and secure the towed snowmobile immediately behind the towing snowmobile with no slack in the tow strap. No person may ride on a snowmobile under tow.

- (h) Vehicles towing trailers must be adequate for the weight/load ratio in accordance with manufacturer's recommendations and be equipped with a trailer hitch towing package to meet the weight requirements of the snowmobile trailer. The Concessioner also must use safety chains appropriately attached at all times.

**M) Private Snowmobile Use**

- (1) The Concessioner may, but is not required, to allow a visitor to use a personal or rental 4-stroke snowmobile in the Area, if the snowmobile is on the most current list of "Snowmobiles Meeting Yellowstone Park's Best Available Technology Requirements." Such a visitor must travel with a Concessioner's guide and will count against that Concessioner's daily allocation.
- (2) The Concessioner may not charge the visitor a snowmobile rental fee but may charge for guide service.
- (3) Before accepting such a visitor into a group, the Concessioner must receive from the visitor proof of ownership (snowmobile registration or certificate of title) or a valid rental agreement. Concessioner must also receive proof of comprehensive liability insurance. Insurance limits must be equal to or greater than the limits required by the contract, or the visitor's snowmobile must be covered by the Concessioner's insurance.

**N) Sanitation and Food Service**

- (1) The Concessioner must follow the most recent version of the FDA Food Code.
- (2) Certified Food Handler training and certification is required for employees handling or preparing food.
- (3) The Area Public Health Officer may conduct public health inspections of food and food handling procedures on an intermittent, unannounced basis.
- (4) If food is provided for a charge, that fee must be included in the Concessioner's gross receipts.
- (5) The Concessioner must obtain all food brought into the Area from a food facility that is approved, inspected, and licensed by the appropriate state or local authority.
- (6) The Concessioner may provide cold box lunches to clients.
- (7) If hot meals are provided, it must be obtained from an approved source, and must be transported in a manner that protects the food from contamination and maintains an internal temperature of greater than or equal to 135 degrees Fahrenheit.
- (8) The temperature of refrigerated food will be maintained at 41 degrees Fahrenheit or less.
- (9) A thermometer must be used to monitor temperatures.
- (10) The Concessioner must utilize Bear Resistant Food Containers (BRFC) for food storage. BRFCs may be stored on the exterior of a vehicle, snowmobile, or tow sled.
- (11) If the Concessioner provides lunches, the groups may use only the following eating facilities: warming huts at Madison, Mammoth, Indian Creek, West Thumb, Old Faithful, Fishing Bridge and Canyon. Guides must clean the areas used and remove the garbage from the Area. The lobbies of the Mammoth Hotel or the Snow Lodge or the Old Faithful Visitor Education Center are not permitted locations for Concessioner-provided lunches. The lobby of the Canyon Visitor Education Center will be open from 9:00 a.m. to 3:00 p.m. with tables and chairs available for lunch. Restrooms will be available 24 hours at Canyon.
- (12) Guides must accompany clients to eating areas and must not reserve tables in warming huts in advance of clients' arrival.
- (13) Pocket or sheath knives must not be used for food preparation.
- (14) All Concessioner-provided drinking water must be from an approved potable water source. Acceptable potable water sources include approved public water systems and/or commercially bottled water. Drinking water supplied from a public water system must be transported and held in smooth, cleanable, tightly-sealed, food-grade containers with a spigot or other sanitary means for dispensing (no dipping from the container). The Concessioner must provide individual, single-service cups for dispensing from these containers. Drinking water containers must be kept free from contamination and be disinfected between every use.



- (15) Disinfection Procedures: Drinking water containers must be disinfected by utilizing proper wash/rinse/sanitizing procedures in a licensed commercial food facility. Alternatively, if commercial food facilities are not available, proper disinfection of drinking water containers between uses will be provided by placing 2 tablespoons of 6% chlorine bleach in a 5-gallon container of water, mixing and allowing to stand for 30 minutes. The container will then be emptied, rinsed with potable water, and finally filled with water from the approved source.

**O) Entrance Fee Payment**

- (1) The Concessioner must ensure Area Entrance Fees are paid for all guided OSV tour clients. The Concessioner is responsible for ensuring Area Entrance Fees are paid on behalf of its Subconcessioner, if applicable.
- (2) *Payment Methods.* Any one of the following methods may be used for payment of required entrance fees. To use the Pre-Purchase or Credit Card Not Present method for entrance fee payment, the Concessioner must contact the Visitor Services Office at 307-344-2107 in advance of the winter season.
  - (a) Entrance Station. The Concessioner (or client) may pay entrance fees directly at the entrance station by credit card (preferred), business check, or cash.
  - (b) Pre-Purchase. The Concessioner may pre-purchase bulk entrance passes from the Service or encourage clients to pre-purchase entrance passes using Recreation.gov or staffed Service locations.
  - (c) Credit Card Not Present. The Concessioner may make advance arrangements to purchase all entrance passes for a single day in one transaction by submitting a Credit Card Not Present contact form at the beginning of the operating season. The YELL Visitor Services Office will provide forms and instructions.
- (3) *America the Beautiful Passes.* Clients may use personally held America the Beautiful Passes for entrance fee payment. Refer to the Area's website for pass guidelines.
- (4) If clients would like to re-enter the Area at any entrance, they must present a receipt (from the Concessioner) which identifies the type of entrance fee paid.

**P) Subconcessioners**

- (1) Pursuant to Draft Contract Addendum 1, Section 3(d), the Concessioner may enter into a subconcession contract to offer guided OSV transportation events to visitors by either snowcoach or snowmobile, but not by both, as the Concessioner shall remain solely responsible for all transportation events using the alternative type of oversnow vehicle. All requirements applicable to the Concessioner are also applicable to any Subconcessioner under the Contract, including general and specific operating requirements related to the operation of snowcoaches and snowmobiles.
- (2) The Concessioner must receive Service approval of any proposed Subconcessioner prior to entering into a subconcession contract.
  - (a) The Concessioner and Subconcessioner must complete and submit a Request for Subconcession, available from the Service upon request, for Service review and approval a minimum of **90 days prior to the proposed effective date** of the subconcession contract.
- (3) The Concessioner and Subconcessioner must complete the subconcession contract for the Provision of Oversnow Vehicle Services (Appendix 1 to the Draft Contract) and submit to the Service a minimum of **30 days prior to its proposed effective date**.

**4) Reporting Requirements**

**A) Service Reports**

- (1) *Annual Overall Rating.* The Service will provide the Concessioner an annual performance evaluation by **July 15** for the preceding operating season.

**B) Concessioner Operational Reports**

- (1) The Concessioner must provide report data in a Microsoft Office-compatible electronic format. Upon request, the Concessioner must provide the Service with all supporting documentation for all operational reports. The Service requires the following reports in order to monitor Concessioner activities, understand visitor use, and detect trends in addition to those set out in Section 7 of the Contract. The Service may also request other information from time to time. The Service may change reporting requirements over the term of the Contract. The Concessioner must comply with all changes to reporting requirements.
- (2) *Vehicle List.* The Concessioner must provide a list and description of its oversnow vehicles, wheeled vehicles, tow vehicles, and trailers to the Commercial Services Office prior to **December 1** of each year. The Vehicle List templates for snowmobiles, wheeled vehicles, and snowcoaches are provided as Attachment E to this Operating Plan.
  - (a) The Concessioner must include the BAT and E-BAT information about each OSV.
  - (b) The Concessioner must include the year of manufacture for all snowcoach engines.
  - (c) The Concessioner must submit a similar list and description for vehicles operated by its Subconcessioner, if applicable.
- (3) *Guide List.* The Concessioner must submit a list of guides and the expiration dates of their First Aid and CPR certifications at least **10 days prior to the operating season** and update the list as needed throughout the operating season.
  - (a) Both certifications must be current and valid in order for a guide to lead a trip. There is no grace period for guides with an expired First-Aid or CPR certification.
  - (b) The Concessioner must submit a similar list and expiration dates of First Aid and CPR certifications for guides of its Subconcessioner, if applicable.
- (4) *Incident Reports.* The Concessioner must immediately report (as soon as practicable but must be within 12 hours) to a Service ranger or to the Service Communications Center (In Yellowstone National Park (307) 344-2643; and within one business day after the incident to the Commercial Services Office by emailing: yell\_osv@nps.gov, the following:
  - (a) Any fatalities
  - (b) Any motor vehicle accident resulting in property damage, personal injury or death;
  - (c) Any incident resulting in personal injury (requiring more than minor first aid treatment) or property damage above \$1,000
  - (d) Any incident involving a government-owned vehicle
  - (e) Incidents where there is the possibility of a tort claim against the government
  - (f) Any known or suspected violation of law
  - (g) Incidents that may affect Area resources (e.g., fires, hazardous material spills) or are violation of state or federal law.
- (5) Minor incidents not meeting the criteria listed above may be reported to the Commercial Services Office within one week.
- (6) *Human Illness Reporting.* Any suspected outbreak of human illness, whether involving employees or guests, is to be reported within 24 hours to the Service's Public Health Officer through the Commercial Services Office. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions related to the Concessioner's operations.
- (7) *Visitor Comments and Survey Response Data.* In accordance with Operating Plan Sec 2)J), the Concessioner must provide the Service an annual electronic report of survey responses, including comments and complaints, **by April 15**. The Superintendent reserves the right to review supplemental information that supports the data provided.

- (8) *Visitor Demographic Data.* The Service may request the Concessioner provide customer demographic data reports on a periodic basis to assist in understanding Area visitation and concession customer needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.
- (9) *Concessioner Operational Reports.* The Concessioner must provide a monthly operational performance report to the Service **by the 4th day of the month following operations**. The Concessioner must transmit its Monthly Use Report electronically, using the provided OSV Monthly Use Report (Attachment C). The Monthly Use Report must include the daily visitor information of its Subconcessioner, if applicable.
- (10) *Environmental Reporting.* In accordance with Contract Sec. 4, the Concessioner may need to report the following:
  - (a) Upon request, the Concessioner must submit to the Director an inventory of hazardous chemicals used within the Area by the Concessioner and an inventory of waste streams generated by the Concessioner under this Contract; and
  - (b) The Concessioner must notify the Service immediately (within 30 minutes of incident) of any release of hazardous or toxic substances, including petroleum products, such as vehicle fluid or fuel leak, occurring within the Area. If the Concessioner does not promptly contain and remediate an unauthorized release arising out of the activities of the Concessioner, the Service may, after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to mitigate, remediate, or otherwise respond to such release or discharge. The Concessioner will be liable for and must pay to the Director any costs associated with such action.

#### C) Concessioner Financial Reports

- (1) *Annual Financial Report ("AFR").* As required in Section 7(b) of the Contract, the Concessioner must provide an AFR **within 120 days of the end of its fiscal year**. The Concessioner must report operational and revenue data by service type on Schedules G, H, M1, M2, etc., rather than combining all revenue into broad categories. Instructions and forms for completing and submitting the AFR are located online at <https://www.nps.gov/subjects/concessions/afr.htm>.
- (2) *Franchise Fee Payments.* No later than the **15th day of each month**, for the previous month, the Concessioner must:
  - (a) Make franchise fee payments due to the Service electronically, per the Service's instructions.
  - (b) Submit a monthly franchise fee remittance report via email to the Concession Management Office including the date and amount of franchise fee payment.
- (3) *Insurance Certificates.* At the time insurance is first purchased and annually thereafter **by November 15**, the Concessioner must submit to the Service appropriate Certificates of Insurance for all insurance coverage related to its operations under this Contract.

#### D) Summary of Initial and Recurring Due Dates

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

Title	Schedule	Due Date
Rate Monitoring Plan	Initial; As Updated	Within 60 days of the Contract effective date; As needed
Rate Monitoring Information	Annually	June 15
Firearms Policy	Initial; As Updated	Within 60 days of the Contract effective date; As needed
Employee Handbook	Initial; As Updated	November 15; 30 days prior to distribution

Title	Schedule	Due Date
Risk Management Plan	Initial; As Updated	Within 60 days of the Contract effective date; November 15
Customer Satisfaction Monitoring Plan	Initial	Within 30 days of the Contract effective date
Customer Comment Report	Annually	April 15
Request for Subconcessioner	As Needed	90 days prior to effective date of subconcession contract
Subconcession Contract	As Needed	30 days prior to effective date of subconcession contract
Vehicle List	Annually	December 1
Guide List	Annually	10 days prior to operating season
Incident Reports	As Needed	Immediately; Within one week
Human Illness Reports	As Needed	Within 24 hours
Monthly Use Report	Monthly	4 <sup>th</sup> day of the month following operations
Notification of Release	As Needed	Immediately (within 30 minutes of incident)
Annual Financial Report	Annually	Within 120 days following the Concessioner's fiscal year
Franchise Fee Payment and Report	Monthly	15 <sup>th</sup> day of the month following operations
Certificate(s) of Insurance	Annually; As Updated	November 15

##### 5) Attachments:

Attachment A: Yellowstone National Park Primary Interpretive Themes

Attachment B: Conditions for Other Services Authorized in Conjunction with OSV Tours

Attachment C: Monthly Use Report

Attachment D: Nationally Approved Snowmobile Hand Signals

Attachment E: Vehicle Lists

## Attachment A - Yellowstone National Park Primary Interpretive Themes

Interpretive/education themes are the most important ideas, stories, and concepts that should be presented to park visitors and the general public. They arise from and are firmly grounded in the natural and cultural resources of the park, as well as from management issues that may also be critical/controversial issues. They portray the significance of the park. They also provide direction to park staff, partners and stakeholders, designers, planners, and managers.

### Geology

*Yellowstone lies on a restless part of the earth; physical evidence of the park's geologic history spans at least 2.7 billion years, and geologic forces continue to shape the land and the patterns of life on the landscape today.*

Yellowstone is positioned on top of a "hot spot" where the earth's crust is unusually thin, and molten magma rises relatively close to the surface. Past volcanic eruptions were among the strongest that have ever occurred on earth, and they have shaped the present landscape. Other geologic processes have affected the Yellowstone landscape: Periods of glaciation during the past several hundred thousand years have sculpted and scoured the landscape.

### Geothermal Features

*Yellowstone has more active geothermal features (geysers, hot springs, mudpots, and fumaroles) than the rest of the world combined; they are a product of underlying geological activity, and their heated waters are habitat for diverse thermophilic life forms that we are only beginning to understand.*

Approximately 10,000 thermal features currently exist in Yellowstone, including more than 300 geysers, a form of geothermal feature that is extremely rare world-wide. Geothermal features, both beautiful and fragile, provide an unusual opportunity to view a dynamic geologic process. Myriad species of colorful thermophiles, which are extraordinary heat-loving microorganisms, attract scientific researchers because they find optimal habitat in Yellowstone's geothermal features and their heated, often strongly acidic, runoff waters.

### Ecosystem

*The greater Yellowstone area is one of the largest and most intact temperate ecosystems in North America; it supports an exceptional concentration and diversity of terrestrial and aquatic life.*

The Greater Yellowstone Ecosystem, a complex system of communities of plants, animals and diverse other life forms that interact with each other and their environment, extends well beyond the park's boundary. It encompasses unique thermal features, the headwaters for many rivers, diverse habitats and life forms, research benchmarks, sustainable recreational and economic opportunities, and wilderness. Ecosystem values also include dark night skies and natural soundscapes. This ecosystem is conceptualized and viewed by the public in the contexts of contemporary issues, values, and personal meanings.

### Wildlife

*Yellowstone is home to abundant, diverse, and free -ranging wildlife in a largely undisturbed setting; their survival depends on sufficient and healthy habitats, the preservation of biological diversity, and minimal human interference and impact. ~~These~~ Yellowstone's wildlife provides outstanding opportunities to experience and appreciate the diversity of life.*

Few locations in North America offer similar possibilities to witness the natural behavior of large herds of native ungulates and their interactions with predators such as bears and wolves. A wide variety of birds nest in the park, including species of concern such as trumpeter swans, peregrine falcons and bald eagles. Many other forms of wildlife, from amphibians, reptiles and fish to butterflies, other insects and invertebrates, find suitable habitat in Yellowstone.

**Management**

*Effective park management requires the protection of resources, promotion of sustainable public use, involvement by and cooperation among interested individuals and groups, and the support of the American people for their National Park System.*

Issues such as management of elk and bison herds, endangered species protection, invasive non-native species management, fire management, and visitor-use management must be addressed through good science, effective public involvement, and affirmation of park values.

**First National Park**

*Yellowstone is the world's first national park, and it continues to be a model for the preservation and enjoyment of park resources.*

Designation as a World Heritage Site and an International Biosphere Reserve recognizes the international significance of Yellowstone National Park. From the history of the park's founding to the variety of today's management challenges, we celebrate an extraordinary idea—the preservation and enjoyment of our natural and cultural heritage.

**Natural Resource Preservation**

*The Greater Yellowstone Ecosystem preserves a world-renowned biological reserve with a gene pool that includes rare and endangered species.*

Yellowstone preserves biological processes and ecosystems as well as living things and their surroundings. Threats to resources are not limited by park boundaries. For example, migratory species require healthy habitats and protection as far away as Central America and the Arctic tundra; exotic species from around the world have invaded the park and now compete with native species; global warming could alter climate and shift habitats. (Note: Climate Change may become its own theme statement.)

**Human History**

*Yellowstone preserves resources associated with some 12,000 years of human history, which provide insights into varieties of cultures, values, and perceptions, including those of Native Americans, trappers, explorers, miners, U.S. Army personnel, National Park Service and private sector concession staffs, neighboring communities, and nearly 140 years of park visitors.*

Resources have physical, cultural, and spiritual dimensions. Diverse perceptions and values characterize human experiences of any one place at any one time; the continuum of these experiences helps shape our present identities and our future possibilities.

**Wildness**

*Yellowstone is an extraordinary place in which to experience wildness.*

The Greater Yellowstone Ecosystem preserves a vital part of America's wilderness system. Experiences of wildness range from scenic driving and day hiking to backcountry hiking and camping to off-site experiences through media, outreach programs, the Internet, and personal photographs, stories, and recollections.

**Laboratory**

*Yellowstone's diverse resources, ecological processes, and cultural history provide important opportunities for research and education.*

Yellowstone attracts natural, physical and social scientists and other researchers who conduct studies not possible in other sites due to Yellowstone's relatively intact ecosystem, long history of human habitation and large number of visitors. Results of these studies aid park managers to understand and protect Yellowstone's varied resources.

**Climate Change & Sustainability**

*As Yellowstone's climate changes, habitats are already changing, affecting continued survival of native species. Engaging in sustainable practices decreases human contributions to climate change*

As the climate warms, high elevation species may lose most of their habitat within the park and the surrounding ecosystem. Warming results in increased wildland fires and drought that negatively impacts species depending upon wetlands for breeding. To help reduce the impact of climate change, Yellowstone has set ambitious goals to cut greenhouse gas emissions and the consumption of electricity, water and fossil fuel.

## Attachment B - Conditions for Other Services Authorized in Conjunction with OSV Tours

### Cross-country Skiing and/or Snowshoeing

The Concessioner is authorized to provide tours which include cross-country skiing, nordic skiing, skate skiing, and snowshoeing on low angle terrain and groomed ski trails as well as alpine touring, backcountry, off-piste, and telemark skiing on medium angle, untracked terrain and groomed ski trails. The Concessioner is not authorized to provide ski lessons, ski schools, or ski mountaineering activities. Ski mountaineering is defined for this purpose as climbing peaks and/or taking routes that require the use of technical mountaineering equipment (crampons, ice axes, ice screws, ropes, etc). When conducting skiing or snowshoeing tours, the following conditions apply.

- (1) Skiing and snowshoeing are prohibited on groomed roads associated with oversnow vehicle traffic (i.e., Grand Loop Road), except on the designated routes or crossings listed below.
  - (a) The winter berm on the Mammoth Norris Road to the Snow Pass Trailhead (1K2)
  - (b) Canyon Junction to Dunraven Picnic area
  - (c) Canyon Junction to Cascade Creek Trailhead
- (2) Tours are encouraged to stay in designated trail corridors.
- (3) The Grand Canyon of the Yellowstone is closed to off-trail travel, including climbing, between the Chittenden Bridge and Silver Cord Cascade (36 CFR § 1.5).
- (4) Skiers and snowshoers should maintain separate tracks. Snowshoers should not use ski tracks to avoid creating hazardous conditions for skiers.
- (5) Overnight backcountry use is not authorized.
- (6) Tours must be accompanied by at least one guide at all times.
- (7) The Concessioner must provide all clients with an orientation prior to the trip which emphasizes safe practices while skiing and snowshoeing in winter conditions. At a minimum, the orientation should include nature and demands of the trip, safety and emergency procedures, weather conditions, park regulations, wildlife interactions, and Leave No Trace principles.
- (8) All guides and clients must be properly attired for the current and forecasted weather conditions.
- (9) For alpine, backcountry, off-piste, and telemark ski tours, each guide and client must be equipped, at a minimum, with an avalanche transceiver, shovel, and probe. Each guide must also carry a clinometer.
- (10) Routes will be determined based on the clients' abilities and desires.
- (11) Guides must remain with their clients for the duration of the tour.
- (12) Guide Training
  - (a) Cross Country Skiing, Nordic Skiing, Skate Skiing, Snowshoeing Tours. Each guide must have completed an Avalanche Awareness course. Completion of a Recreational Level Avy 1 or equivalent course is recommended.
  - (b) Alpine, Backcountry, Off-piste, Telemark Ski Tours.
    - One guide on each trip must have completed a Recreational Level Avy 2 or professional equivalent course. Each guide must have completed a Recreational Level Avy 1 or professional equivalent course. Completion of a Recreational Avy 2 or professional equivalent is recommended.
    - Each guide must have completed an Avalanche Rescue Course
    - One guide must hold Wilderness First Aid, or higher-level certification.



- (c) The guide must have a basic knowledge of map reading and must have a topographic map of the area for their trip. It is recommended the guide have a compass and knowledge of compass use.
- (d) One guide on each trip must have relevant outdoor experience including previous wintertime experience on the trails and/or in the area they are guiding.
- (13) All guides must carry a first aid kit suitable for backcountry emergencies and appropriately sized for the group they are guiding.
- (14) For trips taking place in the Backcountry, or beyond ½ mile of any trailhead or road, one guide on each trip must carry a reliable emergency communication device which could include a GPS locator beacon, satellite messenger, cell phone, or satellite phone. While cell phones provide an excellent backup tool for emergency communications (911), they are not always reliable in Yellowstone's backcountry. It is incumbent upon the operator to carry a device reliable in the geographic area of the park where the trip is being conducted.
- (15) When multiple guides are leading a trip, they must carry devices that will allow them to communicate with each other.

### Photography and/or Art Instruction

The Concessioner is authorized to provide tours which include photography and/or art instruction or facilitation. Videography instruction is authorized in non-thermal areas.

- (1) Group size is limited to 15 participants including guides/instructors.
- (2) Groups must be dispersed and may not congregate at boardwalks, pullouts, trails, or trailheads.
- (3) All individuals are required to comply as directed by NPS staff engaged in administering wildlife management operations or managing wildlife viewing opportunities.
- (4) Guides and clients may not ask other visitors to move and areas may not be closed to accommodate the Concessioner's activities.
- (5) Impeding traffic or causing unnecessary delays in traffic is prohibited. Stops must be made only in accordance with Operating Plan Sec 3)K)14) (snowcoaches) and Sec 3)L)20) (snowmobiles).
- (6) Photography and videography equipment is limited to handheld equipment and tripods only.
- (7) Use of tripods or other multi-legged stabilization devices is authorized but may not interfere with the free flow of traffic on roads, boardwalks, and trails.
- (8) The use of models, props, sets, lighting, and other specialized equipment is not authorized.
  - (a) Incidental props, including small items a person may be carrying or wearing, are authorized.

## Attachment C – Monthly Use Report

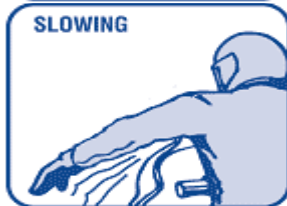
Provided for reference only. Report document will be provided prior to the winter season in Excel format for completion.

[illegible]

Please submit by email:  
[yell\\_osv@nps.gov](mailto:yell_osv@nps.gov)

**Attachment D - Nationally Approved Snowmobile Hand Signals****Stop**

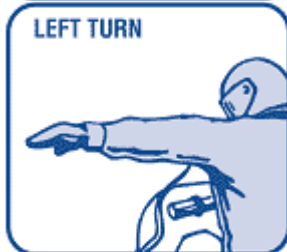
Arm raised from the shoulder and extended straight up over the head with palm of hand flat. Left arm may also be used to signal "STOP".

**Slowing**

Left arm extended out and down from the side of the body with a downward flapping motion of hand to signal warning or caution.

**Right Turn**

Left arm raised at shoulder height, elbow bent and forearm vertical with the palm of the hand flat.

**Left Turn**

Left arm extended straight out from shoulder and pointing in the direction of the turn.

**Last Sled in Line**

Raise forearm from handle bar and show clenched fist at shoulder height.

**Sleds Following**

Arm raised, elbow bent with thumb pointing backward, in a hitch hiking motion move arm forward to backward over your shoulder.

**Oncoming Sleds**

Left arm raised at shoulder height, elbow bent and forearm vertical, wrist bent, move arm from left to right over head, pointing to the right side of trails.

## Attachment E –Vehicle Lists

The Service will provide Excel documents requesting the following information for each snowmobile, traditional wheeled vehicle, and snowcoach used by the Concessioner prior to the start of each winter season.

### A) Snowmobile and Wheeled Vehicle Information

Business Name:		Year:	2022-2023
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## Snowmobile Fleet List

[illegible]

### Other Vehicles Used in the Park (not listed on Snowcoach Census)

[illegible]

**B) Snowcoach Information**

## Vehicle Info:

- Company Name
- Vehicle Name
- Plate #
- VIN
- Make
- Model
- Type
- Vehicle Year
- Capacity (incl. guide)
- GVWR
- Front GVWR
- Rear GVWR
- Weight (est. w/passengers)
- Avg MPG on Snow
- Gear Ratio

## Engine Info:

- Engine M/Y
- Engine ID
- Aspiration
- Fuel
- 2x4 or 4x4

## Exhaust System:

- OEM
- Tailpipe Location
- Cat Converter

## Tracks/Tires:

- Front Make
- Front Model
- Front Size
- Rear Make
- Rear Model
- Rear Size

## Noise Dampening Equipment (Yes/No):

- Hood Lining
- ¼ Panel or Fender Liners
- Fender Skirts
- Quiet Guards
- Other?