

EXHIBIT B**OPERATING PLAN**

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INTRODUCTION

This Operating Plan between *Insert 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. The term "Concession Facilities," used herein, has the meaning set forth in the main body of the Contract.

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

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

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*.

1) Management Responsibilities

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who:
 - (a) Has the authority and the managerial experience for operating the required concessions facilities and services within the Area;
 - (b) Must lead and employ a staff with the expertise and training to operate all services and facilities authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters, and facility management within the Area;
 - (d) Has the responsibility for implementing the policies and directives of the Service; and
 - (e) Has an extensive background with automobile fuel service operations and convenience store retail.
- (2) In the absence of the general manager, the Concessioner must designate an acting general manager.

B) National Park Service

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 Business and Commercial Services, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Evaluation of Concessioner services and facilities;
- (2) Review and approval of the following:
 - (a) Rates charged for all commercial services,
 - (b) Construction and all improvements to facilities,
 - (c) Changes to operating requirements, and
 - (d) All reporting requirements.

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

2) **General Operating Standards and Requirements**

A) Schedule of Operation

- (1) The Concessioner must provide the required services at the locations specified in section 3)A)(1) of this Operating Plan below for Area visitors every day during the summer season, from mid-April to early November, with the following exceptions:
 - (a) The Concessioner must provide automobile fuel for sale year-round at all service stations.
 - (b) The Concessioner must provide fuel sales at the Mammoth Warming Hut from mid-December to mid-March only.
- (2) The Concessioner may provide vehicle towing and roadside vehicle assistance services on the road within the Area between the Area's North and Northeast entrances year-round. Regardless of whether the Concessioner provides these services on the road within the Area between the Area's North and Northeast entrances year-round, the Concessioner must provide vehicle towing and roadside vehicle assistance service throughout the Area during the summer season, from mid-April to early November.
- (3) The Concessioner annually by **January 15** must submit for the Superintendent's approval a written schedule of proposed opening and closing dates, operating hours, and dates for other activities, such as snowplowing, water testing, and employee training, that may determine occupancy days for all concession operations for the following summer and winter season.
- (4) The Service will communicate proposed opening and closing dates and coordinate with all in-park concessioners. The Concessioner must correspond its opening and closing dates with other concessioners' major facility opening and closing dates.
- (5) The Concessioner must provide all services with regular hours of operation on holidays within the operating seasons.

B) Rate Determination and Approval Process

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract, including (without limitation) Section 3(e)'s requirements regarding approval by the Service of the rates and charges set. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate determination is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified methodologies has the same meaning as that set out in the National Park Service Concession Management Rate Administration Guide (2017) ("Rate Administration Guide") (a copy of which can be obtained by contacting the Service or on the Commercial Services website at <https://www.nps.gov/subjects/concessions/rate-administration.htm>), as it may be amended, supplemented, or superseded throughout the term of this Contract.
 - (a) Automotive Services. The Concessioner must apply the comparability method to auto fuel, vehicle repair, towing, roadside assistance, and electric vehicle chargers.
 - (b) Retail
 - The Concessioner must apply the Manufacturer's Suggested Retail Price (MSRP) or, if not applicable, the markup rate method for convenience items.
 - The Concessioner must apply the Manufacturer's Suggested Retail Price (MSRP) or, if not applicable, the Competitive Market Declaration method for merchandise items.
 - *Vending.* The Concessioner must apply the MSRP or, if not applicable, the markup rate method. The Concessioner must apply the comparability method to ATM fees.
- (2) *Rate Approval Process*

- (a) Rate Requests. The Concessioner must submit proposed rate requests annually in writing by **February 15**, in accordance with the Rate Administration Guide, and provide information to justify the requested rate. Should special conditions require a quicker than normal response, the Concessioner must clearly explain these conditions in writing.
- (b) Rate Review Timing. The Service will approve, disapprove, or adjust rates and will inform the Concessioner within 45 days of the rate request submittal. If a longer response period is needed, the Service will inform the Concessioner of the altered response date.
- (c) Approved Rate Posting. The Concessioner must make approved rates for goods and services available to visitors. The Concessioner is responsible for ensuring no published rates exceed the maximum rate approved by the Service.
- (d) Rate Compliance. The Service checks rate compliance during periodic operation evaluations and throughout the year, including rates posted on the Concessioner website. The Concessioner must not change rates unless they are approved by the Service.

C) Purchasing

- (1) *Prompt Payment*. The Concessioner must promptly pay its financial obligations to contractors, vendors, utility providers, the Service, customers, employees, and others.
- (2) *Competitive Purchasing*. The Concessioner may purchase from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price.
- (3) *Discounts*. The Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates. Depending on the method of rate approval, the Concessioner must pass these savings through to the consumer.
- (4) *Environmental*. The Concessioner must purchase environmentally preferable products and services, whenever feasible and available. The Concessioner must also give preference in food and beverage purchasing to locally produced, seasonally appropriate products.

D) Evaluations

- (1) *Concessioner's Monitoring Program*. The Concessioner must inspect and monitor its services with respect to Applicable Laws, Service policy and standards, authorized rates, life and fire safety, public health, 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 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 NPS 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)(e) below).

- (c) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities and operations which may consider issues such as vector control and exclusion practices, pesticide application practices and others.
 - (d) Fire Prevention and Suppression Inspections. The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Service will contact concession managers at the time of facility evaluations so that a representative of the Concessioner may accompany the Service evaluator.
- (3) *Annual Overall Rating*. The Service will determine and provide the Concessioner an Annual Overall Rating Report based upon the Service evaluation for the preceding calendar year. The Annual Overall Rating will roll up the following individual reports and include one score and rating for the entire operating year:
- (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 considers the individual periodic operational evaluations, and weights them if necessary.
 - (c) Public Health Program Evaluation. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations. These evaluations will be conducted in accordance with Service Public Health Service procedures based upon the U.S. Food Code.
 - (d) 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 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.
 - (e) 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. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
 - (f) Asset Management Program Evaluation. The Service will conduct an annual evaluation of the Concessioner's Asset Management Program (AMP). The evaluation will consider the Concessioner's performance in maintaining the Concession Facilities assigned under the Contract in accordance with Exhibit H (Maintenance Plan), Service Policy and standards, and Applicable Law.
- (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.

E) Facility Use

The Concessioner must use the Concession Facilities only for activities or services that directly and exclusively support the visitor services required or authorized by the Contract unless the Concessioner obtains written permission from the Service.

- (1) *Quiet Hours.* The Concessioner must enforce quiet hours between the hours of 10 p.m. and 6 a.m. in all Concession Facilities including the concession employee housing areas.
- (2) *Smoking Policy.* The Concessioner must comply with current Service guidelines and requirements. Smoking, including e-cigarettes, is prohibited in all public concession buildings, including in any outdoor areas within twenty-five (25) feet of air intake ducts, windows, doorways, and bay doors. The Concessioner must designate employee smoking areas. A copy of Director's Order #50D regarding the Service's policy on smoking can be provided upon request of the Service.

F) Accessibility

The Concessioner must comply with the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA). Facilities that are either newly constructed or are renovated must meet accessibility requirements.

G) Lost and Found

The Concessioner must establish and provide an effective program (plan) for handling lost and found or unattended property in Concession Facilities. This program must include vehicles or other property that may have been abandoned by the Concessioner's employees. The Concessioner must submit the plan to the Concessions Management Office for review and approval within sixty days of the Contract effective date, and thereafter on an annual basis, by **April 15**, if changes occur. Any changes to the plan are also subject to prior review and approval.

- (1) Procedures for the handling of lost and found property must conform to Director's Order (DO) #44 and 41 C.F.R. pt. 101-48. Information relating to these documents can be found at <https://npspolicy.nps.gov/DOrders.cfm>, or upon request of the Service.
- (2) The Concessioner's lost and found procedures and operations are subject to audit by the Service.
- (3) If an item is found outside of the Concession Facilities, the Concessioner must instruct the finder to take such items to the nearest Service visitor center or ranger station.
- (4) Items that are not claimed by the owner or eligible finder within 30 days will be considered abandoned to the United States and will be disposed of in accordance with 41 C.F.R. pt. 102-41.

H) Vehicles

- (1) The Concessioner must properly register, license, insure, and maintain all vehicles it uses to perform services under the Contract, except assigned government personal property, which the Service will register and license. The Concessioner must identify vehicles with the company name.
- (2) The Concessioner must maintain a spreadsheet identifying all vehicles used in its operation and annually submit it, with relevant updates, to the Service by **April 15**.

I) Employee Housing

- (1) The Concessioner must provide housing for its seasonal workforce and for numerous members of the permanent staff. Assigned housing properties are listed in Exhibit D (Assigned Land and Real Property Improvements (Concession Facilities)).
- (2) *Standards.* See the Commercial Services Website at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm> for Employee Housing Standards (10-EHO) The Concessioner must comply with employee housing standards for all in-park housing regardless of provider - another concessioner, NPS RV site or LERVP sites.
- (3) Exceptions and/or Modifications to Service Specific Operating Standards
 - (a) Standard 24 – Carbon monoxide detectors must be installed to sites with non-electric heat, if any.
 - (b) Standard 30 – Interior Doors – No need to install one-way view ports.

- (c) Standard 50 – Towels – The Concessioner is not required to provide towels.
- (d) Standard 52 – Soap/Shampoo – The Concessioner is not required to provide soap or shampoo.
- (e) Standard 56 – Kitchens – For only those dorms with kitchens.
- (4) The Concessioner must designate a housing manager at each location. The Concessioner must provide the housing manager’s name and contact information to the Service no later than two weeks prior to the start of the summer and winter seasons.
- (5) The Concessioner must establish its own policy for employee ownership of pets. Employee pet owners are subject to the same pet restrictions as Area visitors, which are set forth under the provisions of 36 C.F.R. § 2.15.
- (6) The Concessioner must not overcrowd employee rooms and must not exceed occupancy requirements.
- (7) The Concessioner must inform employees residing in the Concessioner's employee housing area of Service regulations and policies through employee orientation, newsletters, and official advisories and notices provided by the Concessioner or the Service.
- (8) The Concessioner must provide to the Service, for its review and comment, the housing agreement, housing rates, and employee housing rules and regulations annually by **April 15**. The employee housing agreement must specify housing rates for employees, deposit and refund policies, and assignment policies. The Concessioner may charge employees an amount sufficient to recover the cost of providing employee housing and meal program and must ensure that room and board charges do not exceed earnings as a result of mandatory work reductions.
- (9) Lake Employee Recreational Vehicle Park (LERVP)
 - (a) Background. Xanterra Parks and Resorts, Inc., the current holder of CC-YELL077-13, manages and maintains the LERVP. The LERVP includes 77 recreational vehicle sites of various lengths and two comfort stations with shower and laundry facilities. Each site includes hook-ups for sewer, electrical, water, propane, and telephone services. The current allocation of sites is as follows:

Party	# Sites Allocated
CC-YELL002	21
CC-YELL004	3
CC-YELL077	51
Yellowstone Forever*	2
Total	77

* Yellowstone Forever operates bookstores in Area visitor centers and is the Area’s official 501 (c)(3) nonprofit partner whose mission is to protect, preserve, and enhance the Area through education and philanthropy.

- (b) Rental Policies. The LERVP manager, an employee of Xanterra Parks and Resorts, Inc., may adjust site assignments to best use individual site lengths with the allocated party’s concurrence. The Concessioner must provide the LERVP manager with occupancy dates and length of vehicles by **April 30**. If the Concessioner does not want to rent its allocated sites for all or part of a season, the Concessioner must notify the LERVP manager in writing of the release of its site(s). The Concessioner will pay rent beginning May 15 through September 15 on its allocated sites, whether occupied or not, if the sites are not released. The LERVP manager issues itemized bills for rent and utilities by site every 14 days.
- (c) Sub-leasing of sites is prohibited.
- (d) Other Conditions

- Free standing propane tanks are prohibited.
- Residents are responsible for telephone services.
- Restrooms and shower facilities are available for resident use at no additional charge.
- Coin-operated laundry facilities are available in each comfort station.
- Picnic tables are provided at each site.
- All wheeled vehicles must stay on paved roadways and parking areas.
- All residents must adhere to LERVP rules.

J) Deliveries

- (1) The Concessioner must arrange deliveries from its own staff and outside vendors to occur outside of peak visitor hours to the greatest extent possible. Also, the Concessioner should encourage delivery truck drivers to not idle their engines.
- (2) *Commercial Fuel Deliveries.* In addition to complying with all Applicable Laws, the Concessioner must comply with the following procedures:
 - (a) Fuel deliveries must occur after 9:00 PM and before 7:00 AM.
 - (b) All fill ports must remain locked at all times except when filling tanks. The fuel vendor must contact the Concessioner for access to fuel port.
 - (c) Prior to fueling, the Concessioner must verify the quantity of fuel ordered through the tank records before the vendor begins dispensing.
 - (d) Upon completion, the fuel vendor representative must contact the Concessioner before leaving the area.
 - (e) After filling, the Concessioner must ensure the fill port is locked and that no spills have occurred.
 - (f) Fuel delivery companies must obtain hazardous material transport permits in addition to a park supplier permit through the Visitor Service Office, which will require proof of liability insurance in case of spill.
 - (g) In the event of a spill, the Concessioner must immediately notify the Concessions Management Office and the Yellowstone Communications Center at 307-344-2640.

K) Possession of Firearms

- (1) The Concessioner determines how it will interpret and implement state firearm possession laws in regard to its visitors. 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 by **April 15** and as updated. The policy should also include a plan for management of public firearm possession in regard to concession activities.
- (2) 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.

L) Human Resources Management

- (1) *Employee Identification Card.* At a minimum, the Concessioner must issue each employee an employee photo identification card that includes their name and date the card expires. The Concessioner must collect identification cards upon termination of employment or at the end of the season for seasonal employees.
- (2) *Uniforms.* The Concessioner must ensure that all employees in direct contact with the general public wear uniforms or standardized clothing with a personal nametag. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude.
- (3) *Area Entrance Passes*
 - (a) Concessioner employees requiring an entrance pass must contact the Visitor Services Office or appropriate Sub-District Ranger Office to obtain the needed entrance passes.

- (b) The Concessioner must contact the Visitor Services Office to obtain contractor or vendor permits.
- (4) *Employee Hiring Procedures*
- (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure high-quality visitor services and facility management at all times.
- (b) Drug-free Environment
- The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. Should illegal drug use occur, the Concessioner must promptly report the use and subsequent actions taken to the Chief Ranger's Office or an NPS Law Enforcement Investigator.
 - The Concessioner must develop a drug and alcohol testing program for all employees in safety sensitive positions that includes, as appropriate, random testing. The Concessioner must make proof of testing available to the Service upon request.
- (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 delivery trucks or 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 Concessions Management 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, date of birth, social security number, photo, address, phone, e-mail address, location working in the Area, current position, supervisor's name and contact information, employee ID number, and information contained in security logs.
- (5) *Employee 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 mandatory employee orientation for all new employees and inform employees of Area regulations and requirements that affect their employment, safety, and activities while working and residing in the Area. Once employees are on location, the Concessioner must conduct orientation programs pertinent to each developed area and the Service.
- (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) Vehicle Maintenance, Repair, and Towing Training. The Concessioner must ensure its employees have the appropriate experience and training required for the types of vehicle maintenance, repair, filling propane tanks, and towing services offered.

- (d) Environmental and Safety Training. The Concessioner must provide environmental and safety training to all employees according to requirements in its Environmental Management Program and Risk Management Program, respectively.
 - (e) Area Knowledge. Employees must demonstrate their knowledge of Area resources and history to communicate with visitors and provide driving or walking directions to Area attractions and nearby Service Visitor Centers. Service staff is available to advise and assist the Concessioner in the development of training materials about the Area. Additional information about the Area's purpose, significance, and themes are available in the Foundation Document Yellowstone National Park 2014 (www.nps.gov/yell/learn/management/upload/YELL_FD_508.pdf).
- (6) *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 Area's Concessions Management Office for review by February 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.
- (7) *Employee Healthcare Program*
- (a) The Concessioner must provide in-park health service for its employees similar to a full urgent care service. The Concessioner may fulfill this responsibility by the use of the in-park medical service.
 - (b) The Concessioner must notify the Concessions Management Office in writing of its means of fulfilling this responsibility annually by **April 15**.
 - (c) The Concessioner must provide transportation to out-of-park medical care.
- (8) *Employee Food Service*. The Concessioner must provide employee food service, such as dining options at a reasonable cost, but is not required to provide an employee dining room (a food and beverage facility for employees only).
- (9) *Employee Recreation Program*
- (a) The Concessioner must develop and implement an employee recreation program, which may include recreation equipment or facilities, opportunities to socialize, transportation options, and participation in Yellowstone Cooperative Employee Recreational Program ("YCERP"). The Concessioner must inform employees what rates, if any, would apply to employees and their families to use recreation facilities or attend functions.
 - (b) The Concessioner and its employees may participate in the YCERP, an employee recreation cooperative supported by the Service and each of the Service's concessioners in the Area. More information about YCERP can be found at: Ycerp.org – Yellowstone Co-Op Employee Recreation Program (<https://ycerp.org>)
- (10) *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.
- (11) *Volunteers in the Park (VIP) Program*. The Concessioner should encourage and permit its employees to participate in the Service's Volunteers in Parks program. More information on the Service's VIP program can be found at <https://www.nps.gov/getinvolved/volunteer.htm>.

M) Environmental Management Program

- (1) The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners located on the NPS

Commercial Services website at <https://www.nps.gov/subjects/concessions/environmental-management.htm>. Further environmental specifications and requirements are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan.

- (2) The Concessioner must submit and update its EMP to the Service within 60 days following the effective date of this Contract and annually by **April 15**.

N) 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 hiking), natural resource-related hazards (e.g., wildlife), and facility-related hazards and procedures (e.g. property evacuation maps for each building and developed area). Further risk management specifications and requirements are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan.
- (2) The Concessioner must submit its RMP to the Service annually by **April 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 within Concession Facilities 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 to the Communications Center or most appropriate Service law enforcement official.
 - (c) Transportation of Employees in Certain Circumstances. The Concessioner must develop an employee transportation plan and submit it to the Concessions Management Office for approval by **April 15**. The plan must include descriptions of how the Concessioner will transport employees in the following circumstances:
 - When terminated employees need transportation, with their personal property, to a point of public transportation.
 - When employees need transportation to and from an in-Area or out-of-Area medical facility, and
 - When an employee involved in criminal proceedings needs transportation to and from in-Park court proceedings and upon release from jail back to the Area.
 - (d) Service Responsibilities
 - *Authority*. The Service has jurisdiction on all Area lands and facilities including law enforcement, search and rescue, emergency medical services, public health, and structural fire.
 - The Service provides resource, employee and visitor protection, and will conduct law enforcement patrols within the Concession Facilities.
- (4) *Emergency Medical Care*. The Service, in cooperation with the Area's concessioner medical provider, provides emergency medical response services.
 - (a) Report all medical emergencies to 911.
 - (b) The Concessioner must provide and maintain the supplies of first aid kits at appropriate locations throughout the Concession Facilities.
- (5) Training
 - (a) The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan. At a minimum, the Concessioner must train each employee annually in the following:

- 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.
 - Proper emergency reporting procedures, including to provide essential information to the Service Communications Center, e.g., a call back number at their location.
 - Fire prevention and evacuation procedures, including fire drills, and
 - Hazard communication, emergency action plan, and spill prevention and countermeasures.
- (b) The Concessioner is encouraged to allow employees to attend and certify in emergency medical training, including CPR, AED use, and basic first aid courses.

O) Public Relations and Visitor Satisfaction

- (1) *Required Notices.* The Concessioner must prominently post the following notice at all Concessioner locations:

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 Concessions Management 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 Public Affairs Officer. This includes all media interviews. Media interviews and visits to Concession Facilities 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, NPS standard customer satisfaction questions located on the Commercial Services website on the page titled Standards and Evaluations at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>. The Concessioner must have an adequate supply of comment cards within its facilities, or information on accessing the electronic survey must be 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, including electronic and hard copy results, by **February 15** in a format to be defined by the Service. The Concessioner must provide individual comments upon request.
 - (e) The Service will forward to the Concessioner any comments or complaints received regarding Concession Facilities or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.

- (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 <https://www.nps.gov/subjects/concessions/acm.htm>.
- (5) Advertisements and Promotional Material
 - (a) Approval. The Superintendent must approve all promotional material and its placement prior to publication, distribution, broadcast, installation, etc. The Concessioner must contact the Concessions Management 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.
 - (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) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.

P) Utility Responsibility

- (1) Concessioner
 - (a) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service and pay these suppliers directly.
 - (b) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics.
- (2) Service
 - (a) The Service provides water, sewage, and solid waste disposal services to the Concession Facilities and will charge the Concessioner on a monthly basis for these services in accordance with current Director's Order (D.O.) #35B.
 - (b) The Service will review its operating costs for utility systems and services annually and notify the Concessioner in writing by July 1 of each year of the rates for the upcoming year effective October 1. The Service establishes rates in accordance with current Service guidelines.
 - (c) The Service may cease to provide a particular utility service if such service becomes commercially available and the Service decides to switch to a commercial utility.
- (3) *Utility Add-on*. The Service did not approve a utility add-on for this Contract. The Concessioner must not apply a utility add-on to rates.

3) Specific Operating Standards and Requirements

Required services: As detailed in the chart for required automotive services by location below, the Concessioner must operate service stations that offer automotive services including the sale of fuel (comprising of gasoline, diesel, and propane), vehicle towing, roadside vehicle assistance, repair services, and when applicable, electric vehicle charging (see section 3)A)(8) of this Operating Plan below). Retail service must focus on convenience items, products that are consumed regularly and considered necessary for the comfort and convenience of visitors within the park, and includes vending machines as approved by the Service. The Concessioner must provide all 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 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 at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>. When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the Website.

A) Automotive Services(1) *Required service by location:*

Operation	Fuel	Retail	Vehicle Repair	Tow Vehicle*	Propane tank exchange	Fillable Liquid Propane
Mammoth Service Station	x	x			x	
Tower Service Station	x	x			x	
Canyon Service Station	x	x	x	x	x	
Fishing Bridge Service Station	x	x	x	x		x
Grant Village Service Station	x	x	x	x		x
Old Faithful Lower Service Station	x	x		x	x	
Old Faithful Upper Service Station	x	x	x			
Mammoth Warming Hut Fuel Station, mid-December to mid-March only	x					

* The Concessioner must provide vehicle towing and roadside vehicle assistance service throughout the Area, except in the Park's Bechler area and along Highway 191, and stage tow vehicles at the service stations indicated from mid-April to early November.

- (2) *Standards.* The Service will evaluate the Concessioner per the Automobile Service Standards (10-AUT) as provided on the Commercial Services Website. Additional general standards regarding automobile service operations are outlined below.
- (3) *Exclusions to Service Specific Operating Standards.* The Service will not evaluate the Concessioner on the following standards:
 - (a) Standard 11 – Waiting Area – Waiting areas are not required at the service stations.
 - (b) Standard 17 – Drinking Fountain – Drinking fountains are not required in the service stations.
- (4) *Fuel Dispensers and Tank Inventories*
 - (a) Fuel at all stations must be available 24 hours per day, 7 days per week, using pay-at-the-pump, self-service dispensers that have nozzles that shut off automatically. The Concessioner must equip each dispenser with a fire/shear valve and each hose with a breakaway device. Dispenser cabinets at Old Faithful, Fishing Bridge, Canyon, and Grant Village have sumps under the dispenser that catch drips of fuel.
 - (b) Fuel tank inventories. The Concessioner must maintain an accurate daily inventory of the amount of fuel in each tank. The Concessioner must measure each fuel tank's inventory twice a day, compare it to sales and deliveries, and to the previous three days' readings to ensure there are no errors of transposition, incorrect gauge table use, etc. The Concessioner must document all discrepancies.
 - (c) The Concessioner must dispense, at minimum, regular and premium unleaded and diesel fuels at each location.
- (5) *Vehicle Towing and Roadside Vehicle Assistance*
 - (a) The Concessioner must provide vehicle towing and roadside vehicle assistance throughout the Area from mid-April to early November. Vehicle towing service includes the recovery and removal of a wrecked, disabled, or abandoned motor vehicle to appropriate locations designated by the vehicle owner or Service personnel. Roadside vehicle assistance includes providing assistance or repairs, such as changing a flat tire, jump starting a battery, assisting with a lock-out, or delivering and installing fuel or a new battery, to visitors stranded on Area roads or parking lots with inoperable vehicles or as requested by the Area's Communication Center.

- (b) The Concessioner must be capable of providing repair, roadside assistance, and towing service to a variety of common automobiles, including recreational vehicles. Capability to provide service to large commercial vehicles, like semis, is not necessary.
- (c) The Concessioner must station tow vehicles and licensed operators at Old Faithful, Fishing Bridge, Grant Village, and Canyon. A minimum of two vehicles per location and at least one operator per vehicle must be available to respond daily from 8:00 a.m. to 5:00 p.m. during the summer season. Throughout the summer season, outside of these hours, the Concessioner must have at least one tow vehicle operator within the Park on-call to respond. The Concessioner must be prepared to respond to a request for tow within two hours of receiving the call and arrive on scene with the size and type of tow vehicle capable of the job, such as a large wrecker for a disabled RV.
- (d) The Concessioner must maintain a communication system and be on-call to provide towing services 24 hours per day, 7 days per week during the required operating season. By **May 1** of each year, the Concessioner will provide the Concessions Management Office and the Area's Communication Center with its dispatch and on-call phone numbers.
- (e) The Yellowstone National Park Towing Protocol (Attachment 1 to this Exhibit) communicates to Area employees and Commercial Use Authorization (CUA) holders who provide towing services that the Concessioner is the priority towing provider, called first when a need arises (except in the Park's Bechler area and along Highway 191). Only when the Concessioner is unavailable or unreachable will the CUA holders be contacted to provide towing services during the Contract specified operating season.
- (f) The Concessioner may, but is not required to, provide vehicle towing and roadside vehicle assistance service between the Area's North and Northeast entrances during the winter season, from early-November through mid-April. The Concessioner may provide these services directly, and stage a tow vehicle at the Mammoth Service Station or the Gardiner warehouse, or through a subconcession contract(s) approved by the Service.
- (g) Subconcession Contracts. The Concessioner may enter into subconcession contracts with respect to providing vehicle towing, including heavy recovery, and roadside vehicle assistance to visitors solely on the road within the Area between the Area's North and the Northeast entrances from early November to mid-April.
 - Subconcession contracts must contain at least the minimum terms required by the Service as set forth in Appendix 1 to the Contract and will effective only if and when approved by the Service.
 - The Concessioner is ultimately responsible for the management of calls for service, cancellations, and refunds and will contact the Subconcessioner if a potential client or the Director requests service. If a potential client contacts the Subconcessioner directly for service, the Subconcessioner must contact the Concessioner before responding to the call. The Concessioner and Subconcessioner must actively communicate on all of the Subconcessioner's callouts under the subconcession contract.
- (h) The Concessioner must be currently licensed to do business as a commercial tow truck in Wyoming and Montana and must follow all state Department of Transportation regulations and standards pertaining to commercial tow operations. The Concessioner must be able to tow vehicles into Wyoming and Montana, as required, and the Concessioner must follow Montana and Wyoming Departments of Transportation regulations and standards, as applicable. All the same requirements will apply to any subconcessioners
- (i) Tow truck operators must remove all vehicle debris from the scene.
- (j) The Concessioner must tow clients' disabled vehicles to appropriate locations (designated by the vehicle owner) outside the Area or help clients arrange for tow service if the vehicle owner requests a long-distance tow. There is no storage or holding area in the Area's entrance stations for client-requested towing. The Concessioner must

not leave a customer's vehicle at the Area boundary without explicit instructions from the vehicle's owner and pre-arrangement for the vehicle to be picked up. When a vehicle owner cannot or will not give consent, the Concessioner will work with the Service to tow disabled or impounded vehicles to a designated lot, as determined by the Service. If towing of a vehicle is directed by the Service, the Service will compensate the Concessioner in the event the Concessioner is unable to invoice the vehicle's owner.

- (6) *Vehicle Repair Services.* At a minimum, the Concessioner must offer the following automobile and RV repair services daily from 8:00 a.m. to 5:00 p.m. at the stations identified in the table above: tire and wheel service; lockouts, brake service; and electrical system diagnosis. This is in addition to providing roadside vehicle assistance as defined above.
- (7) *Liquid Propane (LP Gas).* The Concessioner must provide fillable liquid propane at Fishing Bridge and Grant Village service stations. The Concessioner must provide exchangeable propane canisters at Mammoth, Canyon, Tower, and Old Faithful Lower service stations.
- (8) *Electric Vehicle Charging Stations.* The Service will install electric vehicle charging stations within the Concessioner's land assignment during the term of the Contract. After installation, the Concessioner must operate and maintain the charging stations and set reasonable rates for their use. The Service will provide the Concessioner with more information about service and maintenance standards after the Service identifies the type, style, and locations of chargers.
- (9) *Additional General Standards*
 - (a) The Concessioner must participate in the Wyoming Department of Environmental Quality (DEQ) Storage Tank Program and provide proof of participation to the Service by **April 15.**
 - (b) At each service station, the Concessioner must maintain compressed air dispensers for use by the public to fill their tires at no charge.
 - (c) Advertising displays are prohibited on pump islands.

B) Retail

- (1) At each service station, the Concessioner must provide retail, including at minimum automotive supplies, basic camping supplies (such as insect repellent, matches/lighter, cutlery, cord, etc.), convenience items (such as ice, personal care products, over-the-counter medication, first-aid supplies, batteries, etc.), sun-protection items, prepackaged food (such as snacks or ice cream treats), and grab-and-go light meals (such as packaged sandwiches or salads), packaged beer and wine, and hot and cold drinks. The Concessioner may also offer a limited supply of Yellowstone National Park-themed souvenir items. The Service intends the stores to mirror industry-standard convenience stores and focus on products that are consumed regularly and necessary for the comfort and convenience of visitors within the park.
- (2) The Service will evaluate the retail services required under this Contract as part of the Automotive Service Standards (10-AUT) described above.
- (3) *Additional General Standards*
 - (a) The Concessioner must open the convenience stores for the minimum hours of 8:00 a.m. through 5:00 p.m. daily.
 - (b) The Superintendent has the right to review and approve all merchandise sold in the Area. At the discretion of the Superintendent, certain items may be determined to be inappropriate and unacceptable for sale. The Superintendent may request the Concessioner to sell particular items.
 - (c) The Concessioner cannot display and sell retail items outside of the service station buildings unless approved by the Superintendent.
 - (d) Packaged alcohol sales. The Concessioner must sell packaged beer and wine at the service stations during prescribed hours of operation. The sale of alcoholic beverages to persons under 21 years of age is prohibited.

- (e) Packaged tobacco sales. The Concessioner may sell tobacco at the service stations during prescribed hours of operation. The sale of tobacco to persons under 18 years of age is prohibited. Cigarette vending machines are prohibited.
- (4) *Vending Machines, including ATMs*. The Concessioner must request and receive approval from the Commercial Services Management Office on the design and location prior to the installation of all vending machines. Any income received must be included in gross receipts. Any machine temporarily out-of-service must have computer-generated signs posted with appropriate information that direct visitors to the closest alternative.
- (5) *Grant Service Station Retail Expansion Plan*. As stated in Contract Sec. 8(e)(3) Personal Property Improvements Requirement, the Concessioner must make personal property improvements to repurpose one of the automobile service bays at Grant Service Station to expand retail offerings in the first year of the Contract. The Concessioner must submit a plan for Service approval by May 15 that describes the proposed changes to layout, flooring, wallcoverings, and installation of equipment, case goods, and products. Additionally, the plan must outline the Concessioner's timeline for implementation. The Service intends the changes to the service bay to involve personal property improvements, with changes to real property to only involve cosmetic improvements, and not capital improvements.
- (6) *Fishing Permits*. The Concessioner may assist the Service in selling fishing permits to visitors as described in Attachment 2 to this Operating Plan.

4) Reporting Requirements

A) Service Reports

Annual Overall Rating. The Service will provide the Concessioner an annual performance evaluation by March 1 for the preceding calendar year. See section 2)D)(3) of this Operating Plan for more information.

B) Concessioner Operational Reports

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 Sections 14 and 15 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.

- (1) *Management Listing*. The Concessioner's local General Manager must provide the Concessions Management Office a list identifying location management at each developed area with their job titles, and office and emergency phone numbers by **April 15** of each year. The Concessioner must promptly notify the Service of any change in key management personnel. By **May 1** of each year, the Concessioner will also provide the Concessions Management Office and the Area's Communication Center with its dispatch and on-call phone numbers.
- (2) *Incident Reports*. The Concessioner must immediately report to a Service ranger or to the Service Communications Center (307) 344-2640 (or 911) the following:
 - (a) Any motor vehicle accident resulting in property damage, personal injury or death;
 - (b) Any incident, other than a motor vehicle accident, resulting in personal injury (requiring more than minor first aid treatment) or property damage above \$300; and
 - (c) Other incidents that may affect Area resources (e.g., fires, hazardous material spills) or are violations of state and federal law.
 - (d) The consolidated annual report must include a summary of all incidents occurring during the year.
- (3) *Human Illness Reporting*. Any suspected outbreak of human illness, whether employees or visitors, is to be reported promptly to the Service's Public Health Officer through the Concessions Management 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.

- (4) *Visitor Comments*. The Concessioner must provide tabulated summaries of all visitor comments and customer satisfaction data, if applicable, 15 days after the month end, including a year-to-date tabulation (see section 2)(3) above).
- (5) *Concessioner Operational Reports*. The Concessioner must provide a monthly operational performance report to the Service by the 15th day of each following month and an annual report summarizing the previous year's operational statistics by **April 15**. The Concessioner must present the data electronically in a concise spreadsheet. The report must include operational and visitor use statistics and financial information for each activity noted below.
 - (a) Automotive services, for each service station
 - Revenue by category
 - Vehicle fuel (gasoline, diesel)
 - Propane
 - Retail (other than fuel, propane, and vending)
 - Vehicle repairs
 - Vending, including ATM fees
 - Towing and roadside vehicle assistance, with an additional line for services provided by subconcessioners, if applicable
 - Number of tow responses
 - Gallons of vehicle fuel sold by type (gasoline, diesel) and location
 - (b) Employee Housing, for each location
 - Number of beds available and occupied

C) Concessioner Financial Reports

- (1) Annual Financial Report ("AFR"). As required in Section 14(b) 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 location and service type on Schedules G, H, and M, rather than combining all revenue into broad "fuel and other" or "auto service" categories. Additionally, the Concessioner must report subconcessioners' gross revenue on Schedule B, and compensation from subconcessioners on Schedules A and B, as applicable. 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 through electronic funds transfers via the U.S. Treasury Pre-Authorized Debit (PAD)
 - (b) Submit a monthly financial report electronically, in the form prescribed by the Service to the Chief of Concession Management Office
 - (c) Notify via email the Chief of Concession Management Office or his or her designee of the date and amount of franchise fee payment
- (3) *Annual Budget*. The Concessioner must provide the Superintendent with a projected annual budget by **April 15**. The operating budget must include utilization, revenue, and expense projections by outlet. The Service may request a financial performance report listing utilization, revenue, and expense projections to date compared to the annual budget at any time during the year.
- (4) *Insurance Certificates*. At the minimum, 14 days prior to commencing operations and annually thereafter by **April 15**, the Concessioner must submit to the Service appropriate Certificate(s) of Insurance for all insurance coverage related to its operations under this Contract.

D) Summary of Initial and Recurring Due Dates

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

Title	Schedule	Due Date
Schedule of Operations – Dates and Hours	Annually	January 15
Rate Request	Annually	February 15
Vehicle Information Spreadsheet	Annually	April 15
Lost and Found Policy	Initial and as updated	By April 15, if updated
Employee Handbook	Initially and as updated	February 15 and as updated
Housing Agreement, Rules, and Rates	Annually	April 15
Firearms Policy	Initial and as updated	April 15
Proof of Random Drug Testing Employees in Safety Sensitive Positions	Upon request	Upon request of the Service
Employee Healthcare Program	Annually	April 15
Environmental Management Program	Annually	Within 60 days following the effective date of this Contract and April 15
Risk Management Program Plan	Annually	April 15
Employee Transportation Plan (Medical/Other)	Annually	April 15
Proof of participation in Wyoming DEQ Storage Tank Program	Annually	April 15
Management Listing	Initial; annually	April 15
Towing Service Dispatch and Contact Info	Annually	May 1
Grant Service Station Retail Expansion Plan	Initial	May 15
Visitor Satisfaction and Monitoring Plan	Initial	Within 30 days following the effective date of this Contract
Visitor Comments Summary	Annually	February 15
Concessioner Operational Reports	Monthly	15 th of the following month
Concessioner Operational Annual Summary	Annually	April 15
Annual Financial Report	Annually	120 days after the last day of the Concessioner's fiscal year
Annual Budget	Annually	April 15
LERVP Occupancy (to the LERVP Manager)	Annually	April 30
Fishing Permit Monthly Remittance and Reports (if applicable)	Monthly	5 th of the following month
Fishing Permit Close Out (if applicable)	Annual	November 15
Insurance Certificate	Initial; annually	14 days prior to commencing operations and annually thereafter by April 15.

Attachment 1: Yellowstone National Park Towing and Roadside Vehicle Assistance Protocol

Note: The Service updates and distributes this protocol as needed to Service personnel, Concessioners, and CUA holders operating throughout the park. At the time of the publication of this solicitation and Draft Contract, there is a version in use that includes references to the Existing Concessioner. The version in this attachment will be implemented upon the effective date of the Contract on November 1, 2023.

Towing and Roadside Vehicle Assistance Protocol in Yellowstone National Park**Purpose**

This protocol implements a policy for dispatching and handling vehicle towing and roadside vehicle assistance requests within Yellowstone National Park ("Park"), excluding the portion of Highway 191 crisscrossing the Montana-Wyoming border in the northwest corner of the Park and the roads within the Park's Bechler area. For additional information or clarification, contact the Park's Concessions Management Office at 307-344-2271.

Concessions Management Office

The Park's Concessions Management Office ("CMO") manages Concession Contract No. CC-YELL004-23, which requires the contract holder ("Concessioner") to operate auto service stations and provide towing and roadside vehicle assistance throughout the Park. The Service defines "roadside vehicle assistance" as providing assistance or repairs, such as changing a flat tire, jump starting a battery, assisting with a lock-out, or delivering and installing fuel or a new battery, to visitors stranded on Park roads or parking lots with inoperable vehicles or as requested by the Park's Communication Center. CMO also issues and manages Commercial Use Authorizations ("CUAs") that permit additional businesses to offer towing and roadside vehicle assistance within the Park to fulfill demand when the Concessioner is unavailable. The CMO maintains a list of authorized towing and roadside assistance operators' contact information and issues the list, with updates as needed, to the Concessioner, the Park's Communication Center, and each NPS entrance station.

Communication and Responding to Call Outs

The Concessioner is the Park's primary towing and repair service provider and is the first company the Park's Communication Center and field rangers call when a visitor requests towing and repair services in the Park, except on Highway 191 or the Bechler area as described above. The Concessioner must maintain a communication system and be on-call to provide towing services 24 hours per day, 7 days per week during the required operating season (mid-April through early November). The Concessioner has the option to provide towing service throughout the winter season (early November to mid-April) as well.

Whenever contacted, the Concessioner's agent will coordinate its response with the caller. If the Concessioner is unable to respond to the scene within two hours of the call due to its wreckers being otherwise occupied, the Concessioner must contact one of the Park's towing CUA holders to respond to the call or inform the Park's Communication Center so it can contact one of the Park's towing CUA holders. In the event the Communication Center is unable to reach the Concessioner via phone or radio, and during the winter season (from early-November through mid-April) if the Concessioner has opted to not provide towing, the Communication Center will contact one of the Park's towing CUA holders to respond to the call.

Service personnel will provide visitors requesting towing and repair services with the Concessioner's contact information and inform them that the Concessioner is the primary towing and roadside assistance provider in the Park.

Commercial Use Authorizations for Towing

Any company or individual interested in providing towing or repair services within the Park must apply to the CMO to acquire a CUA. CUA holders provide important supplemental services whenever demand is high or the Concessioner's services are unavailable. The Park's Communication Center, field rangers, of the Concessioner will contact CUA holders only after determining the Concessioner is unavailable.

If a CUA holder gets a call directly from a visitor, the company must notify the Communication Center at (307) 344-2640 to confirm that it (CUA holder) has called the Concessioner directly to make logistical arrangements for assistance.

Unauthorized Towing Providers:

Companies without a CUA permit to offer towing services are not authorized to operate inside the Park and will be redirected by the entrance gate ranger. The person who requested the service will be directed to contact the Concessioner or the Communication Center to make alternative arrangements.

Attachment 2: Fishing Permits

If the Concessioner chooses to assist the Service in selling fishing permits to visitors, the Concessioner must comply with the following procedures and enter into a "Special Use Permit for Fishing Vendor Agreement" with the Service (provided below). The Area's Fishing Regulations, Season and Hours, and current Permit Fees for any fishing permits the Vendor sells are available online at: www.nps.gov/yell/planyourvisit/fishing.htm.

Fishing Permits Procedures

- A) **Issuance of Permits**
- All adult persons fishing must possess a signed permit. All permits are non-transferable. The Concessioner must ensure that all blank spaces on the permit are filled out and that the requested information is entered on the appropriate copies of each permit book. The Concessioner must ensure permits it sells are signed at time of purchase, except when the permit is purchased for another person.
 - The Concessioner must ensure that each fishing permit recipient receives a copy of the Yellowstone National Park Fishing Regulations along with instructions to read, understand, and abide by the regulations.
 - The Concessioner must ensure that each fishing permit recipient receives a copy of the Volunteer Angler Report (VAR) card. This card, printed on index paper, is the fourth part of each permit. Information gathered from angler responses is critical to on-going fisheries research for the Area.
 - The Concessioner must not alter the Yellowstone National Park Special Use Permit for fishing or affix any stamp or sticker on the permit.
 - The Concessioner must not refund any permit that has been filled out and sold. The Service is solely responsible for refunds.
- B) **Liability**. After the Service supplies the Concessioner with the permits and signs the Vendor Agreement, the Concessioner assumes all financial liability for the sale of the permits. The Concessioner is liable to the Service for the cash value of any unreturned permits.
- C) **Voided Permits**. The Concessioner must void a permit issued in error by writing the word "VOID" across the face of the permit and provide an explanation of the error with each voided permit. The Service will not issue the Concessioner credit for voided permits unless the voided permit and a complete explanation are returned with the Concessioner's monthly report.
- D) **Charge Slips**. Upon receipt of charge slips, the Concessioner must ascertain that all permits listed on the Vendor Agreement or on the Receipt Form (DI-105) have been received. The Concessioner must sign the Agreement and return a copy of it to the Visitor Services Office within seven (7) days of receipt.
- E) **Fishing Permit Monthly Remittance and Reports**
- The Concessioner must remit fees electronically in a form approved by the Service. The Service will not accept checks or cash. The Concessioner must remit monthly **by the 5th day** of the following month. The Concessioner must submit a monthly report (forms provided by the Visitor Services Office) to the Visitor Services Office, Fishing Permit Program Manager, email: yell_visitor_services@nps.gov.
 - If no permits are sold during the month, the Concessioner must report by phone or in writing to the Visitor Services Office that no permits were sold that month.
- F) **Replacement of Lost or Destroyed Permits**. The Concessioner must communicate to visitors that if a permit is lost or destroyed, a replacement permit may be obtained for \$5. The Concessioner must communicate to visitors that replacement permits are issued only from Yellowstone National Park issuing stations, specifically, Old Faithful Backcountry Office, Grant Village Backcountry Office, Canyon Backcountry Office, Bridge Bay Ranger Station, West Entrance Backcountry Office, and the Mammoth Backcountry Office. The Concessioner must communicate to visitors that verification of permit purchase and a picture I.D. will be required to obtain a replacement permit.

- G) Examination of Concessioner's Fishing Permit Sales Records. During normal business hours, a representative of the Area, without prior notification and upon presenting proper identification, may conduct a field audit to examine the Concessioner's permits and records. Failure to reconcile discrepancies, if any are found, may result in cancellation of the Concessioner's right to sell permits.
- H) Close out. By the **15th of November**, or at the request of the Area, the Concessioner must return all unsold permits. The Concessioner must submit a final report on forms provided by the Visitor Services Office.
- I) The Concessioner must notify visitors to direct any questions or comments on Fishing Permits to:
- National Park Service
 - P.O. Box 168
 - Yellowstone National Park, WY 82190
 - Attn: Fishing Program Manager
 - (307) 344-2106
 - Email: yell_visitor_services@nps.gov

Special Use Permit for Fishing Vendor Agreement

YELLOWSTONE NATIONAL PARK
SPECIAL USE PERMIT FOR FISHING
VENDOR AGREEMENT

This agreement is entered into between the National Park Service and

Business Name
Business Contact
Business Address:

Phone Number
Email address

I, _____, on _____ understand and agree to
(signature) (date)
abide by the terms and conditions of this agreement as listed below.

Terms and Conditions:

1. Issuance of Permits:

The Yellowstone National Park's Fishing Regulations, Season and Hours, and current Permit Fees for any fishing permits the Vendor sells are available online at:

www.nps.gov/yell/planyourvisit/fishing.htm.

- a. **All adult persons fishing must possess a signed permit. All permits are non-transferable.** Vendor must ensure that all blank spaces on the permit are filled out and that the requested information is entered on the appropriate copies of each permit book. Permits must be signed at time of purchase, except when permit is purchased for another person.
 - b. Vendor **must** ensure that each fishing permit recipient receives a copy of the Yellowstone National Park Fishing Regulations along with **instructions to read, understand, and abide by the regulations.**
 - c. Vendor must ensure that each fishing permit recipient receives a copy of the Volunteer Angler Report (VAR) card. This card, printed on index paper, is the fourth part of each permit. Information gathered from angler responses is critical to on-going fisheries research for Yellowstone National Park.
 - d. Vendor may not alter the Yellowstone National Park Special Use Permit for fishing or affix any stamp or sticker on the permit.
 - e. Vendor may not refund any permit that has been filled out and sold. The National Park Service is solely responsible for refunds.
2. Liability:
After a vendor has received the permits and signed this agreement, the vendor assumes all financial liability for the sale of the permits. The designated permit vendor is liable to Yellowstone National Park for the cash value of any permits that are not returned.

3. Voided Permits:

A permit issued in error may be voided by writing the word "VOID" across the face of the permit. An explanation must accompany each voided permit. **Credit will not be given for voided permits unless the voided permit and a complete explanation are returned with the vendor's monthly report.**

4. Charge Slips:
Upon receipt, the designated vendor must ascertain that all permits listed on this agreement or on the Receipt Form (DI-105) have been received. Sign this agreement and return a copy of it to the Visitor Services Office within seven (7) days of receipt.
5. Monthly Remittance and Reports:
 - a. Fees will be remitted monthly, by check made payable to the National Park Service. No cash please. Remittance must be made by the **5th** day of the following month. Submit a monthly report (forms provided by the Visitor Services Office) along with your check to the Visitor Services Office, Fishing Permit Program Manager, P.O. Box 168, Yellowstone National Park, Wyoming 82190.
 - b. If **no permits are sold** during the month, the vendor shall report by phone or in writing to the Visitor Services Office that no permits were sold that month.
6. Replacement of Lost or Destroyed Permits:
If a permit is lost or destroyed, a replacement permit may be obtained for \$5. Replacement permits will be issued **only** from Yellowstone National Park issuing stations. The following locations will issue replacement permits, Old Faithful Backcountry Office, Grant Village Backcountry Office, Canyon Backcountry Office, Bridge Bay Ranger Station, West Entrance Backcountry Office and the Mammoth Backcountry Office. Verification of permit purchase and a picture I.D. will be required.
7. Examination of Vendor's Records:
During normal business hours, a representative of Yellowstone National Park, without prior notification and upon presenting proper identification, may conduct a field audit to examine the vendor's permits and records. Failure to reconcile discrepancies, if any are found, may result in cancellation of the vendor's right to sell permits.
8. Close out:
By the **15th of November**, or on demand of Yellowstone National Park, permit vendors shall return all unsold permits. Vendors shall submit a final report on forms provided by the Visitor Services Office.

Please direct any questions or comments to:

National Park Service
P.O. Box 168
Yellowstone National Park, WY 82190
Attn: Fishing Program Manager
(307) 344-2106
Email: yell_visitor_services@nps.gov