

**EXHIBIT A  
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.

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) The Concessioner must employ a manager responsible for carrying out the policies and directives of the Service as well as those of the Concessioner. This individual will be the primary contact to act as a liaison with the Service in all administrative and operational matters. The Concessioner must submit the manager's name, address, telephone number, and e-mail address to the Commercial Services Office by **May 15 annually**.
- (2) The Concessioner must employ a staff with the expertise to operate all services required or authorized by this Contract.
- (3) The Service considers the Concessioner and other business operators within the Area as critical partners whose actions have dramatic and important effects upon visitors and Area resources. As such, the Concessioner should understand and embrace the Area's mission and work to achieve the Area's objectives while also striving to fulfill their own organizational and business goals.

### B) Yellowstone National Park

- (1) The Superintendent of Yellowstone National Park is the Area manager with responsibility for all Area operations, including Concessions. The Superintendent carries out the policies and directives of the Service, including concession contract management.
- (2) Directly, or through designated representatives, including the Chief of Commercial Services, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area, including the following:
  - (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.
- (3) The Chief Ranger, Division of Visitor and Resource Protection, has the authority and responsibility for all aspects of visitor protection and backcountry/wilderness management operations within the Area. The Chief Ranger, through his/her designated representatives, will:
  - (a) Perform field evaluations of this operation;

- (b) Manage the backcountry use permit and reservation system;
  - (c) Issue NPS identification cards for Concession guides and support staff; and
  - (d) Has line authority from the Superintendent to make operational decisions that pertain to the backcountry.
- (4) 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) Definitions

The following definitions apply to concession operations required and authorized under this Contract and within the boundaries of the Area.

- (1) **Central Backcountry Office** manages visitors' backcountry use, including hiking, backpacking, and saddle and pack stock permits. The Central Backcountry Office may be contacted at (307) 344-2164 or email at YELL\_Backcountry\_Office@nps.gov.
- (2) **Client** is an individual paying for Concessioner-provided service and is the term used in this Operating Plan, as an alternative to guest, participant, or customer.
- (3) **Commercial Services Office** reviews, directs, and coordinates Concessioner activities within the Area, under the direction of the Superintendent. The Commercial Services Office may be contacted by email at yell\_concessions@nps.gov.
- (4) **Concession employee** refers to anyone representing the Concessioner, whether paid or unpaid, including the Concession owner if he or she provides services associated with this Contract. The Concessioner for the purposes of this Contract is a business entity, even if it is a sole proprietorship.
- (5) **Core camp** is the area within a 100-foot radius of an NPS-established fire ring or cooking area of a designated campsite.
- (6) A **day ride** is a visitor service for which the Concessioner provides horseback rides for a partial or full day within the Area, but not overnight. A stock tour that passes through the Area to access a campsite outside of the Area is a day ride even though the trip will extend overnight.
- (7) **Designated trail** is a path maintained by the Service for backcountry travel. A map and list of designated trails is available from the Area's Central Backcountry Office.
- (8) **Designated campsite** is a specific site maintained by the Service for overnight backcountry use. A map and list of designated campsites are available from the Area's Central Backcountry Office. Use of a designated campsite requires a Backcountry Use Permit.
- (9) **Designated trailhead** is a point where a trail starts and is usually near a parking area. A map of designated trailheads is available from the Park's Central Backcountry Office. Use of select designated trailheads requires a day ride reservation.
- (10) **District**, also called a **Ranger District**, is a region within Yellowstone National Park delineated for administrative and law enforcement purposes.
- (11) **District Ranger** is the Supervisor of the District or his/her designee, who may hold the title Backcountry Supervisor.
- (12) **Drop camp service** is similar to a taxi or delivery service, in which the Concessioner uses pack or saddle stock to transport camping gear, food, or clients to designated backcountry sites, then by prior arrangement may return at a specific time and place for retrieval.
- (13) **Certified Guide**, is an employee that is at least 18 years old, has watched the Yellowstone Commercial Stock Outfitter Guide Presentation (<https://youtu.be/8tAqOxD92gE>), is familiar with the Operating Plan for Guided Saddle and Pack Stock Tours, and understands regulations pertaining to operating in Yellowstone National Park. A guide's responsibilities on a trip may vary, such as cook, wrangler, packer, or interpreter (educator).
- (14) **Pack animal**, also called **saddle or pack stock**, is limited to horses, mules, ponies, burros, and llamas. For Concession Contracts, CC-YELL106-27, CC-YELL121-27, and CC-YELL168-27, the term "saddle and pack stock" is limited to llamas only.
- (15) **Stock tour** is any trip occurring in the Area, overnight or for part of a day, that includes at minimum a guide, a client, and a pack animal.

**B) Rate Determination and Approval**

- (1) All rates and charges to the public by the Concessioner must comply with the provisions of the Contract. The Service ensures the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided under the Contract, and are reasonable, justified, and comparable with similar services and facilities provided by the private sector. The reasonableness of rates is determined based upon applicable laws and current concession rate approval policies and guidelines documented in the NPS Concession Management Rate Administration Guide ("Rate Administration Guide") as it is amended, supplemented, or superseded.
- (2) *Rate Approval Methods*. The Concessioner must set rates or submit all rate requests in accordance with Competitive Market Declaration (CMD) rate method.
- (3) *Management of Rates under the CMD Rate Approval 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 CMD rate approval method.
  - (a) Rate Adjustment. The Concessioner may adjust rates of CMD and non-core services without prior notification to or written approval from the Service.
  - (b) Concessioner Rate Monitoring Plan. Within 60 days of the effective date of the Contract, and as updated, the Concessioner must submit a rate monitoring plan that includes its rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including:
    - Monitoring by service type
    - Competitors by service type
    - How it will track competitor pricing
    - What its strategy is for pricing against competitors
    - How it will monitor utilization
    - How it will monitor visitor satisfaction
  - (c) Service Rate Monitoring. The Service will monitor the Concessioner's rates to verify that rates remain reasonably like those of competitors, that utilization (occupancy) remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services. Rate monitoring will be conducted by visitor service category using Concessioner data provided in accordance with Operational Reporting Requirements outlined in this Operating Plan and available data on the Concessioner's competitors.
- (4) *Posted/Published Rates and Compliance*. The Concessioner must prominently post or publish all rates for the visitor services it provides. Published rates must not exceed any respective maximum rates approved by the Service, if applicable. Posting and publishing of rates may include, but is not limited to, the Concessioner's website and telephone reservation systems, and third-party booking agents' websites and reservation systems. Third-party companies (travel agencies, online booking engines, etc.) that are selling services for the Concessioner must sell those services at or below any Service-approved maximum rate, if applicable. The Concessioner must include any service fee or commission that the third-party charges in the approved maximum rate.
- (5) *Reduced Rates for Government Employees*. The Concessioner must provide reduced rates to federal government employees conducting official government business when the federal government is obligated to pay for the service or reimburse the federal government employee. The Concessioner may not provide reduced rates for services to federal government employees who are not on official business, or to their families, unless such rates are equally available to the general 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>1</sup>, authorized rates, public health, risk management, environmental management and impacts on cultural and natural resources, responsiveness to visitor comments, compliance with the Contract including all 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 NPS Concession Review Program. The results of the individual program evaluations are used to prepare an Annual Overall Rating Report. These activities may be conducted by Service personnel. 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.
  - (a) Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of services to ensure conformance to applicable operational standards.
    - The Service will coordinate with the Concessioner to schedule an opportunity for a Service employee to participate in all or part of a guided saddle or pack stock tour.
    - The Concessioner shall provide the Central Backcountry Office advance notice of all trips and itineraries into the Area to ensure an adequate opportunity for an evaluation of the Concessioner's performance.
    - If the Service notifies the Concessioner of any deficiencies, the Concessioner must take corrective action within the designated time period.
  - (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 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, timely submission of proof of general liability, automobile, workers compensation 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 and/or guide periodic evaluations of the Concessioner's food and beverage operations, if provided. These evaluations will be conducted in accordance with National

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<sup>1</sup> [Standards and Evaluations - Concessions \(U.S. National Park Service\)](http://www.nps.gov/subjects/concessions/standards-and-evaluation.htm)  
(<http://www.nps.gov/subjects/concessions/standards-and-evaluation.htm>)

Park Service (NPS) Office of Health and Safety procedures based upon the Food and Drug Administration (FDA) 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, as applicable, 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 environmental 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.

#### **D) Human Resources Management**

- (1) The Concessioner must comply with all applicable requirements of the U.S. Department of Labor.
- (2) Staff must be employees of the Concessioner, not independent contractors. Employees must be on the Concessioner's payroll and be covered by its insurance and Workers Compensation policies. The Service may grant exceptions upon request for ancillary services. However, the Concessioner must ensure employees have received all required training prior to providing services within the Area.
- (3) Employee Hiring Procedures
  - (a) Staffing Requirements. The Concessioner must hire enough employees to ensure satisfactory client services, including client safety and enjoyment, and minimal impacts on Area resources.
    - All employees must be at least 18 years of age. Individuals under 18 years of age may accompany a trip to assist with the care and management of stock but must not be left solely responsible for the safety of clients or stock at any time during the trip.
    - At least one employee per trip must possess a current Service-issued guide card, which is valid for two years after issuance.
    - All Concession employees operating motor vehicles within the Area must possess a valid state motor vehicle operator's license, appropriate for the vehicle being operated.
  - (b) Background Checks. The Concessioner must ensure background checks are performed on all employees as appropriate for the position. These may include wants/warrants checks, local criminal history checks, federal criminal records checks, national multi-jurisdictional database and sexual offender searches, social security number traces, and driving history checks. 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 Area Chief Ranger's Office. The Concessioner must require prospective employees to allow a release of their background check information to the Service, and make them aware of this possible release of information in advance of hire.
  - (c) Service Employees. Department of Interior (DOI) ethics regulation 5 C.F.R. § 3501.105(b) requires that Service employees obtain written approval from an ethics counselor before engaging in outside employment with a prohibited source. This approval is documented on DOI form DI-7010. The Concessioner must not employ in any status an Service employee who has not obtained written approval through the DI-7010 process. Because Service employees may not work on any matter involving a business in which they, their spouse, or their minor children have a financial interest, it may not be feasible for Service employees with management and oversight responsibilities of concession operations

(including concession specialists, superintendents, and Service management staff) to receive ethics clearance to continue to work on matters related to the Concessioner when their spouse or minor children work for the Concessioner. The Concessioner should retain a copy of any approved DI-7010 forms in their files.

- (4) Employee Appearance and Demeanor.
  - (a) Employees must maintain a professional appearance. Clothing must be clean and appropriate for the activity.
  - (b) Employees must project a hospitable, positive, friendly, and helpful attitude. All employees must be capable of and willing to answer visitors' questions about their position with the Concessioner and general Area information, including conveying trail etiquette for hikers with an emphasis on safety.
- (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.
  - (a) Orientation. The Concessioner must provide an orientation for all new employees prior to duty assignments or working with the public and inform all employees of Area regulations and requirements that affect their employment, safety, and activities while working in the Area.
  - (b) Animal Care and Handling. The Concessioner must train its employees so they are familiar with stock behavior and able to adequately feed, groom, handle, and care for all stock and tack used by the Concessioner within the Area.
  - (c) Customer Service Training.
    - The Concessioner must provide customer service training for employees who have direct client and visitor contact.
    - Employees must be respectful in providing instruction and directing clients and the public in interacting with the stock animals, bearing in mind the differing levels of experience and comfort with riding and interacting with stock.
  - (d) 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 FDA Food Code, RM83, and requirements presented in Operating Plan Sec. 3)B)2) Food Service.
  - (e) Environmental and Safety Training. The Concessioner must provide environmental and safety training to all employees according to requirements in its Environmental and Risk Management Programs.
    - All employees accompanying stock trips into the backcountry must have current First-Aid and CPR certifications at the basic level (Heartsaver®, layperson, etc.) and carry proof of certification while operating in the Area.
    - The Service recommends one person on each overnight trip have Wilderness First Aid certification, at a minimum.
    - All employees must be familiar with procedures for contacting the Area's Communications Center by phone (911), radio, or satellite communication device, or by contacting an Area Ranger.
- (6) *Guide Training*.
  - (a) At least one employee on each stock tour must possess a current Service-issued guide card, which is valid for two years after issuance. To receive a current guide card, Concessioner employees must complete the Yellowstone Guide Training Program, which encompasses:
    - Watching the Yellowstone Commercial Stock Outfitter and Guide Presentation <https://youtu.be/8tAqOxD92gE>,
    - Having familiarity with the Operating Plan for Guided Saddle and Pack Stock Tours, and
    - Understanding all regulations pertaining to operating in the Area.

- (b) The Concessioner must confirm each of its guides has completed the above requirements by completing and submitting the Guide Eligibility Verification form (Attachment C) to the Central Backcountry Office annually, prior to conducting trips within the Area.
    - Employees who will work within the Area, but are not guides, must be documented on the Employee List (Attachment D), also to be submitted annually to the Central Backcountry Office prior to conducting trips within the Area.
  - (c) Additionally, the Concessioner must ensure all guides meet the following requirements:
    - Guides must be familiar with all trails and areas used as well as conditions which may be encountered to ensure a safe and enjoyable trip for clients. Guides must have a basic knowledge of map reading.
    - Guides must have knowledge of and be able to provide interpretation of Area natural and cultural resources.
    - Guides must know, understand, and follow all Area regulations and contract requirements and monitor clients to ensure compliance with Area regulations.
  - (d) Guides must have a copy of the Operating Plan Addendum readily accessible to them at all times while leading tours in the Area.
- (7) *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.

#### **E) 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.

#### **F) Risk Management Program**

- (1) The Concessioner is responsible for providing a safe and healthful environment for its employees and clients. The Concessioner must develop, maintain, and implement its own documented Risk Management Program (RMP) in accordance with Service Risk Management Program Standards for Concessioners, located on the Commercial Services website at: <https://www.nps.gov/subjects/concessions/risk-management.htm>.
- (2) The Concessioner must submit its initial RMP to the Commercial Services Office **within 60 days** of the Contract effective date and will provide any updates to that plan **by May 15** of each year thereafter.
- (3) *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.

- (4) *Emergency Medical Care*. The Service, in cooperation with the Area's in-Area medical provider, provides emergency medical response services.
  - (a) The Concessioner must immediately 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)A)6)d).
  - (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.
- (5) 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 "higher risk" to sign exculpatory agreements that include a visitor acknowledgement of risk (VAR), Waiver of Liability (WoL), and/or indemnification clauses.
  - (b) Higher risk services under this Contract are the following: saddle and pack stock tours
  - (c) The Concessioner's exculpatory agreements:
    - Must comply with applicable state and federal law and Service 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 further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity."
  - (d) The Service will not as a matter of standard practice, collect, review or approve the Concessioner's exculpatory agreements. However, the Service reserves the right to review the Concessioner's exculpatory agreements and any modifications or replacements of the agreements at any time during the term of the Contract and require any revisions to ensure all the requirements of Service policy are met. The Service also reserves the right to require changes to Concessioner's exculpatory agreements or, to the extent permitted by law, revoke the Concessioner's allowance to use exculpatory agreements, if the Service determines the agreements are not compliant with Applicable Laws or Service policy. Any determination by the Service that a Concessioner's exculpatory agreement is policy-compliant does not convey the Service's view that the agreement is valid, enforceable, or otherwise endorsed by the Service for any purpose.

#### **G) Resource Protection.**

- (1) Guides must ensure that no one is causing damage or harm to Area resources, entering a closed area, etc. Such activities will be noted in the Concessioner's operational evaluations, which could result in a less-than-satisfactory annual overall rating.
- (2) The Concessioner must comply with Service rules and regulations regarding resources protection and ensure employees and clients are aware of such regulations.
- (3) The Concessioner must convey to clients the principles and practices of proper food storage, sanitation, and camp organization designed to minimize encounters between bears and humans.
- (4) Polluting or contaminating any water source with soap, waste, food, etc. is prohibited.
- (5) Feeding, touching, teasing, or intentionally disturbing or injuring wildlife is prohibited.
- (6) The Concessioner must maintain a distance of at least 100 yards from bears or wolves and 25 yards from other wildlife or nesting birds, or more to avoid disturbing or displacing wildlife. This does not apply to inadvertent casual encounters with wildlife in areas where there is no reasonable alternative.
- (7) The Concessioner must report bear observations to a park ranger upon return from the trip. A telephone report to the Bear Management Office (307-344-2162) or email to YELL\_Bear\_Management@nps.gov is acceptable.

#### **H) Visitor Satisfaction and Monitoring**

- (1) Visitor Satisfaction Surveys
  - (a) The Concessioner must establish a Service-approved visitor satisfaction survey. The Concessioner must submit its plan for this survey to the Service within 30 days of the effective date of the Contract. The survey may consist of electronic or hard-copy (e.g., comment card) surveys depending upon which survey medium best suits the location and services being monitored. The survey must monitor visitor satisfaction with service standards, perceived value, and overall visitor satisfaction.
  - (b) The Service is developing standard visitor satisfaction questions. Once developed, the Concessioner must include these questions in its visitor satisfaction survey and make results available to the Service.
  - (c) The Concessioner must have an adequate supply of comment cards, or, if using an electronic system, information available on accessing the survey.
- (2) *Visitor Complaints*. The Concessioner must respond to all visitor complaints received through its established visitor satisfaction survey or forwarded to the Concessioner by the Service.
  - (a) The Concessioner must provide the visitor an initial response within 48 hours to, at minimum, acknowledge receipt.
  - (b) The Concessioner must investigate and begin resolving all visitor complaints regarding its services within five business days of receipt. Copies of the initial complaint, the Concessioner's response, and any supporting documentation must be provided to the Service within five business days of the complaint, and the Service will copy the Concessioner on any response it makes to the visitor.
  - (c) The Service will forward to the Concessioner any complaints received regarding the Concessioner's operations.
- (3) Upon receipt, the Concessioner must provide copies to the Service of any visitor comments that allege misconduct by a Concessioner or NPS employee, or that pertain to the safety of visitors or the safety of Area resources.

#### **I) Entrance Fees**

- (1) *Clients*. Clients must pay entrance fees at the applicable entrance station, including the Bechler Ranger Station. If travelling within the Concessioner's vehicle, clients are charged the per-person entrance fee, with Interagency passes accepted. If clients arrive in their own vehicle, they are charged the standard vehicle-entrance fee, with Interagency passes accepted.
- (2) *Employees*. Concession employees are not charged entrance fees when providing services within the Area. The Service will provide a Concessioner Entrance Pass annually, prior to the start of seasonal operations. When entering the Area, employees must show the provided Concessioner Entrance Pass at the entrance station.
- (3) See Operating Plan Section 3)A)5) for information on other fees related to overnight trips.

#### **J) Other Requirements**

- (1) *Suppliers*. The Concessioner may contract independent businesses for the provision of operating supplies (stock, food and beverage, etc.) only. Suppliers may not provide any visitor services within the Area.
  - (a) Suppliers may deliver supplies to the Concessioner within the Area (i.e. to a trailhead, parking lot, etc.).
  - (b) Suppliers must obtain a free Park Supplier Permit prior to delivering goods or services within the Area by submitting the Application for Park Supplier Permit (Attachment B).
- (2) Lost and Found
  - (a) Lost items should be reported to the nearest Service contact station or Park Ranger.
  - (b) Found items must be turned into the nearest Service contact station or Park Ranger along with information on where and when the items were found, as required by 36 C.F.R. § 2.22(a)(3).
- (3) Possession of Firearms
  - (a) As of February 22, 2010, federal law allows individuals who can legally possess firearms under applicable federal, state, and local laws, to legally possess firearms within the Area

(Section 512 of the Credit Card Accountability Responsibility and Disclosure Act of 2009, P.L. 111-24, 123 Stat. 1764-65). It is the individual's responsibility to understand and comply with all applicable federal and state firearm laws before entering the Area, which encompasses parts of Wyoming, Montana, and Idaho.

- (b) Employees. Concession employees may not possess firearms while on duty in the Area.
- 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. For example, employees may be permitted to possess a firearm for the purpose of euthanizing stock or transporting rifles to hunting camps in accordance with 36 C.F.R. § 2.4(a)(3)(d)(2) and pursuant to the terms and conditions outlined in the Stock Concessioner Firearm Permit.
  - Requests must be submitted to the Commercial Services Office using the Stock Concessioner Firearm Permit Application (Attachment F).
- (c) Clients. The Concessioner is responsible for determining how it will interpret and implement State firearm possession laws in regard to its clients. The Concessioner and/or their legal counsel should consult the applicable State Attorney General's Office with regard to relevant state firearms laws.
- (d) Firearms Policy. The Concessioner must provide the Service its written firearms policy within **60 days** of the Contract effective date, and by **May 15** if updated. The policy must address:
- Confirmation that on-duty employees will be prohibited from possession of firearms while in the Area or copies of the Stock Concessioner's Firearm Permit, as submitted by the Concessioner and approved by the Superintendent.
  - The Concessioner's plan for management of a client's firearm possession while participating in the Concessioner's activities, including how the Concessioner will inform its clients of its policy.
- (4) Vehicles
- (a) The Concessioner must ensure all vehicles and trailers used within the Area are properly licensed in accordance with the regulations of the state in which they are registered.
- (b) The Concessioner must maintain all vehicles and trailers in safe operating condition, according to federal and state regulations.
- (c) Drivers and passengers must use seatbelts at all times while vehicles are in use.
- (d) The Concessioner must park vehicles only in areas approved by the Service and in such a manner as to afford sufficient space for other users.
- (5) Marketing and Public Relations
- (a) Advertisements and Promotional Material. For Services supplied within the Area, the Concessioner must submit all promotional materials (brochures, webpage content, advertisements, etc.) to the Commercial Services Office at least **30 days prior** to publication, broadcast, or distribution of such material.
- The Concessioner must not use such information until after the Service has provided written approval.
  - All advertisements must contain a statement that the Concessioner is authorized by the National Park Service to serve the public in the Area.
- (b) 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, including the request to use the Mark, as provided on the NPS Commercial Services Website.

- (c) Public Statements. The Concessioner must coordinate all responses to media inquiries concerning operations within the Area with the Service through the Commercial Services Office.

### 3) OPERATING STANDARDS AND REQUIREMENTS SPECIFIC TO SERVICE TYPE

The Service sets specific standards for commercial visitor services and evaluates the Concessioner's compliance with these standards. The applicable visitor service standards and periodic evaluation forms are available on the NPS Commercial Services website. The Concessioner must provide all services in a consistent, environmentally sensitive, and safe manner. Service standards provided by current NPS policy are considered minimum requirements. The Concessioner must monitor and evaluate its operations to ensure they meet these standards. Additional requirements specific to service type are outlined in this section. Deviations from the service standards identified in this Operating Plan supersede requirements in the service standards posted on the website.

#### A) Required Service: Guided Interpretive Saddle and Pack Tours (Single-day or overnight)

- (1) *Standard*. The Service will evaluate the required service using the Commercial Services Standards for Horse and Mule (10-H&M). See the Concessioner Tools/Standards and Evaluations Website (link in the introduction) for the Horse and Mule Standards (10-H&M). Where standards for the Area differ from the Service standards, these differences are listed below as exclusions or additions.
  - (a) Exclusions to Service-Specific Operating Standards 10-H&M:
    - Elements 1-35 – Facility Standards – Not applicable; no assigned facilities
    - Element 38 – Tack Identification – Not required
    - Elements 45-48 – Carriages – Not applicable; use of carriages is not authorized within the Area
    - Elements 49-54 – Animal Boarding – Not applicable; boarding is not authorized within the Area
- (2) Schedule of Operations
  - (a) The Concessioner must provide the required services on a summer seasonal basis, typically from July 1 until October 31.
  - (b) The Concessioner may request modifications to the typical operating season by emailing the Commercial Services Office. Request must be submitted **at least 14 days in advance** and approved prior to conducting operations.
- (3) *Minimum Use*. The Concessioner must provide a minimum of one interpretive saddle and pack stock tour (the required service) during the summer operating season.
  - (a) If the Concessioner does not meet the annual minimum use requirement, the Service may cap the Annual Overall Rating Report score at a Marginal for that operating year.
  - (b) If the Concessioner does not meet the annual minimum use requirement, at the end of that season the Service will notify the Concessioner in writing to request a plan as to how the Concessioner will meet the annual minimum use requirement the next season.
  - (c) If the Concessioner does not meet the annual minimum use requirement for two consecutive seasons, the Service may terminate operations under the Contract.
  - (d) If the Concessioner does not meet the annual minimum use requirement for two non-consecutive seasons, the Service may terminate operations under the Contract.
- (4) Single Day Rides
  - (a) The Service has determined annual stock use limits for day rides on trails within the Area, as shown on Attachment H: Commercial Stock Day Ride Limits. Trails may be closed to further stock use (day rides) once the annual limit is reached.
  - (b) Prior to conducting a day ride, regardless of whether the trail requires a reservation, the Concessioner must contact the Central Backcountry Office by email or phone and provide the following information:
    - Date of ride;

- Type of ride (half-day, full-day, drop camp, etc.);
  - Starting trailhead, ending trailhead (if different), and trails ridden; and
  - Number of clients, guides, and stock used.
  - Day rides that originate from outside the Area (i.e. U.S Forest Service camp) and cross through the Area may be reported as soon as possible after returning from the backcountry.
  - Day rides conducted as part of a permitted overnight trip do not require reporting.
- (c) From July 1 to September 30, Concessioners taking day rides must make advance reservations to use the Blacktail Deer Creek, Glen Creek, and Indian Creek trailheads.
- The Service limits use at Glen Creek and Indian Creek trailheads to one ride per day. The Service limits use at Blacktail Deer Creek trailhead to two rides per day, one on Blacktail Deer Creek trail and one on Rescue Creek trail.
  - One trailer (maximum length 32 feet) may be parked at these trailheads for each day ride.
  - Reservations are available on a first-come, first-serve basis by contacting the Central Backcountry Office up to seven days prior to the ride.
- (d) Commercial use of Area trails with end destinations outside the boundaries of the Area will be recorded and reported as day rides (e.g. packing/hauling materials, supplies, and clients to fishing and hunting camps on adjacent land). Such use will be subject to restriction or suspension, at the discretion of the appropriate District Ranger, based on trail conditions and resources impacts. In such cases, permitted commercial users will be required to access outside-of-Area camps and/or destinations via other routes, irrespective of weather, distance, or user convenience.
- (5) Overnight Trips.
- (a) The Area has a designated backcountry campsite system for all overnight stays and all overnight stays must be in a designated backcountry campsite, open to stock. Concessioners must obtain a Backcountry Use Permit in advance of any overnight trips within the Area and may reserve backcountry campsites in advance to ensure campsite availability.
- (b) All backcountry campsites, including the designated stock-use sites, have established length-of-stay limits, party size limits, and maximum stock limits. Guides and other concessioner employees are included in the total party size. A campsite list showing campsite locations, party size, stock limitations, and other restrictions is attached (Attachment I: Commercial Operator Advance Reservation Stock Campsite List), also available from the Central Backcountry Office. An interactive map of Yellowstone Backcountry Trails & Campsites is available at [www.nps.gov/yell/planyourvisit/backcountryhiking/htm](http://www.nps.gov/yell/planyourvisit/backcountryhiking/htm).
- (c) The District Ranger or their representative may adjust the number of stock and period of use for a specific backcountry campsite.
- (d) Backcountry Campsite Reservations and Related Fees.
- The Concessioner may make advance reservations for designated campsites open to stock, in accordance with the Annual Backcountry Campsite Reservation Conditions (Attachment J) updated annually. Advanced reservations are not required.
  - Concessioners may not make reservations on their own through [www.recreation.gov](http://www.recreation.gov). All reservations must be made through the Central Backcountry Office, who will enter the reservation into [www.recreation.gov](http://www.recreation.gov) on behalf of the Concessioner.
  - Once the reservation is made, the Concessioner must log into its [www.recreation.gov](http://www.recreation.gov) account and pay the non-refundable reservation fee, which is assessed per person, per night, including guides.
  - After the reservation is made and the fee paid, the Concessioner will receive an email from [www.recreation.gov](http://www.recreation.gov) confirming the dates of the reservation and number of people and stock identified.

- Recreation.gov may charge additional fees if adding people to a reservation, adding additional dates to a reservation after it has been created.
  - Reservations which are not confirmed by 10:00 on the start date of the trip are not valid and may be cancelled.
  - The Concessioner must notify the Central Backcountry Office of any changes or cancellations as soon as possible to its backcountry campsite reservations. Failure to notify the Central Backcountry Office of cancellations and itinerary changes, except under emergency conditions, may result in a less than satisfactory operational performance rating on the Annual Overall Rating.
  - Cancelling a reservation, reducing the number of people, or reducing the number of days on a reservation will result in a refund from [www.recreation.gov](http://www.recreation.gov) of the user fees if done more than three days before the start of the trip.
  - A backcountry campsite reservation is not transferable to another party without prior approval from the Central Backcountry Office.
  - The Concessioner may not make advance reservations for third parties, unless a Concessioner-employed guide will be accompanying the party for the entire trip.
- (e) Backcountry Use Permits.
- A Backcountry Use Permit is required for all overnight use in the backcountry.
  - To obtain a Backcountry Use Permit, the Concessioner must call the Central Backcountry Office within 48-hours of the start date of the trip, and no later than 10:00am on the start date of the trip, and provide the total number of people and stock and the lead guide's name.
  - Current fees are available at [www.nps.gov/yell/planyourvisit/backcountryhiking.htm](http://www.nps.gov/yell/planyourvisit/backcountryhiking.htm).
  - The Concessioner must carry a copy of its Backcountry Use Permit at all times while in the backcountry. Printed copies are preferred, but digital copies are acceptable as long as they are accessible during the trip.
  - A Backcountry Use Permit is not transferable to another party without prior approval from the Central Backcountry Office.
  - Parking Pass. The Central Backcountry Office will provide a parking pass with the permit to allow park rangers to identify which vehicles are associated with an overnight trip. The parking pass must be visibly displayed on the dash of the Concessioner's vehicle. If additional vehicles will be parked overnight (Concessioner or client), the Concessioner must write the associated Backcountry Use Permit number on a slip of paper and display it visibly on the dashboard.
- (f) Camp Site Environment
- The Concessioner must not establish any permanent improvements such as corrals, tables, hitch rails, nails in trees, etc.
  - Sleeping Areas. Whenever possible, the Concessioner must establish sleeping areas at least 100 yards from the core camp and other cooking, eating, and food storage areas that may attract bears. Sleeping areas should be located well away from establish trails, streams, lakeshores, and game trails which serve as travel routes for bears.
  - The Concessioner must keep stock at least 200 feet away from food preparation and eating areas.
  - Stoves and Campfires
    - Wood fires are not permitted at some campsites. Where a wood fire is permitted, only dead and down material may be used for fuel and only the existing fire ring may be used. Falling trees, including dead trees, and cutting or breaking limbs off standing trees is prohibited.
    - Fires must be attended at all times.
    - The Concession must ensure the fire is completely extinguished and the firepit is clean of all but ashes before departing camp. All food remnants, aluminum foil, glass, and other litter must be removed and packed out.

- Toilets. The Concessioner is responsible for proper disposal of human waste associated with its trips. Concessioners are encouraged to use pit toilets, where provided.
    - Toilet holes and pit toilets must not be used for trash disposal.
    - Parties of fewer than 10 people may dig small, individual holes for disposal of human waste. The Concessioner must provide a shovel or trowel for digging such "cat-holes". Holes must be at least 10 inches deep, 4 inches in diameter, and filled with loose soil after use. Only biodegradable toilet paper may be used. Toilet paper may be buried or carried out with trash.
    - Parties of 10-20 people may dig a latrine(s) for use by the entire party. Select sites where digging will not damage root systems. Latrines must be at least 18 inches deep and completely covered over when human waste reaches a point 10 to 12 inches below ground level and before departing camp.
    - Cat-holes and latrines must be located at least 100 feet from surface water and 100 feet from the core camp.
    - Commercially-available disposable human-waste bags may be used but must be properly disposed of after the group has returned from the backcountry.
- (6) General Operating Requirements
- (a) Interpretive Services.
- The Concessioner must ensure its employees convey accurate information to clients about the Area's natural resources (geology, ecology, wildlife, vegetation, etc.) and cultural history (from prehistoric use to modern day), using appropriate interpretive techniques.
  - Information presented to clients must reflect Area-related themes and topics, such as resource protection, appreciation of Service values, and management goals. See Attachment E: Interpretive Themes for a list of established interpretive themes for the Area. The Concessioner will be notified of and encouraged to have applicable staff attend the annual Yellowstone Partner Guide Training provided by the Service.
- (b) *Authorized Areas*. Services may be provided on designated trails and at designated backcountry campsites in Yellowstone National Park. Off-trail (cross-country) tours may be provided, as approved by the Service.
- Area trails are open to commercial stock use, except as marked on site and as listed in Attachment G: Trails Closed to Stock Use
  - To protect wildlife and other natural and cultural resources as well as preserve a large wilderness, the Service does not intend to expand the number of trails, trailheads, or backcountry campsites in the Area that are designated for guided saddle and pack stock tours. Additionally, to protect resources or allow them to recover, Area managers may further limit stock use in particular areas that are designated for guided saddle and pack stock tours under this Contract.
  - Trail closures for resources protection, such as wet conditions, bear closures, or fire management, will be communicated to the Concessioner with as much notice as possible. During a closure, the District Ranger or their representative will monitor the closure and reopen the trails when it is safe to do so. For closures due to trail maintenance or road projects the park will provide notice of impacts as soon as practicable upon receipt of the information.
  - Concessioners will notify the Central Backcountry Office about any obstacles, hazards, or other problem areas on the trails as soon as possible.
  - While travelling on designated trails, groups will travel in single file, including guides and other Concessioner employees. Free trailing or loose-herding of stock is prohibited.
  - Groups using the same trail must be spaced a minimum of 15 minutes apart. When two groups pass each other, one group should move off the trail and remain still until the other group has passed. Groups must proceed only at a slow walk when passing other stock or persons on foot.

## (c) Off-Trail (Cross-Country) Travel

- Off-trail travel is prohibited except under the following circumstances:
- The stock tour has been approved by the Central Backcountry Office. Note the Service will not approve off-trail travel for routine or repetitive rides occurring within the same area.
- For rides whose primary purpose is fishing, riders are allowed access to the stream/lake. Travel is limited to the most direct route from the designated trail to the fishing location.
- When on an overnight backcountry trip, users may take off-trail day trips originating from the backcountry campsite.
- The Concessioner must avoid using the same route repeatedly.
- When traveling off-trail, riders must disperse themselves to avoid creating trails or routes that others may follow. Do not ride in a line.
- The Concessioner may not cut trees or otherwise alter the landscape for the purpose of off-trail travel.
- The Concessioner may use one pack animal only for off-trail trips. Pack strings are not allowed off-trail unless no other access is available or a provision for off-trail travel has been stipulated in the Backcountry Use Permit. For llama-only trips, the Concessioner may use one-llama per person only.
- The Concessioner must use standard stock retention methods and maintain a line of sight to stock while not in direct attendance of the animals or must frequently check on stock to reduce resource impacts.
- The Concessioner must be mindful of other stock use in the area when leaving stock unattended to avoid conflicts with other stock users.
- The Concessioner should avoid leaving food on unattended stock. If food must be left with stock, it must be stored in bear-resistant containers or coolers.

## (d) Safety Standards.

- Safety Orientation. The Concessioner must provide clients an orientation, including safety and riding instructions, prior to each ride. The Concessioner must reinforce such messages throughout the ride. The basic orientation information must also be available in writing. The orientation must address the following topics, at a minimum:
  - Introduction to the Area and Concessioner employees who will be accompanying the tour.
  - The nature and/or demands of the tour, including the route, time frame, restroom facilities (if applicable), water (if applicable), procedures for removing or putting on extra layers of clothing, and procedures for taking pictures.
  - How and when to safely mount and dismount.
  - How to control the stock, including forward, stop, turns, preventing stock from feeding while on the trail, etc.
  - How to communicate with guides and other riders during the tour
  - What to do in case of emergency, such as losing control of the stock
  - Procedures for passing other trail users, including hikers and/or other riders
  - Procedures for interacting with wildlife, including safe viewing distances
- Communication. One guide on each trip must carry a reliable two-way emergency communication device which could include a 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.
- Orientation. Guides must possess a basic knowledge of map reading and have in their possession a compass and topographic map of the Area (7 ½ or 15-minute series maps covering the area for intended travel are sufficient). A GPS device should not be

considered a substitute for maps and compass because of their dependence on battery power and potential to fail.

- Road Crossings. Concession staff must wear brightly colored safety vests on any trip that requires a road crossing, or when riding immediately adjacent to a road. Stock may not be used on park roads, with the exception of crossings.
  - Helmets. The Concessioner must make helmets available for any rider who desires to wear one. Helmets must be in good condition, available in a range of sizes, and openly displayed.
  - Alcohol. The Concessioner must not provide alcohol to clients or allow clients to ride or handle stock while under the influence of alcohol, drugs, or medication that has impaired their judgement or reactions.
    - The Concessioner must not allow clients on day trips to carry alcoholic beverages.
    - The Concessioner may allow clients on overnight trips to carry unopened alcoholic beverages in packs, where the beverages must remain until clients reach the overnight campsite.
  - First-Aid Kit. The Concessioner must carry on each trip a basic first-aid kit which includes, at a minimum, the following items (or similar):
    - Band-aids, assorted size and type
    - 2" or 4" gauze roll (2)
    - Triangular bandages (2)
    - 2" x 2" gauze dressings (5)
    - 4" x 4" gauze dressings (5)
    - 8"x10" trauma pads (2)
    - Elastic (such as Ace) bandages (2)
    - 2" medical tape (2 rolls)
    - Topical disinfectant (Neosporin, Betadine, etc.)
    - Trauma scissors
    - Tweezers
    - Alcohol wipes
    - Micro Shield/picket mask
    - Rubber, nitrile, or latex gloves (3 pair)
    - Flexible "SAM" splint, or similar
- (e) Stock Use, Care, and Condition
- All stock used within the Area must be in good condition, well-trained, and well-groomed. Any animal that is obviously ill, injured, or has demonstrated an unsafe disposition must not be used inside the Area.
  - All riding stock used for clients must be gentle enough to accommodate inexperienced or novice riders.
  - Stock should be familiar with highlines, pickets, hobbles, and various temporary corrals.
  - Number of Stock
    - The maximum number of stock per overnight trip is 25. The Concessioner must limit group size to 20 riders, including clients and guides.
    - The maximum number of stock per day ride is 15. The Concessioner must receive Service approval in advance of any proposed day rides with more than 15 stock.
  - Employee-to-Stock Ratio. The Concessioner must maintain the following employee-to-stock ratios, at a minimum:
    - 1 employee for 1-10 stock animals
    - 2 employees for 11-20 stock animals
    - 3 employees for 21-25 stock animals
  - No more than one rider will be allowed per animal.

- The Concessioner must develop age, height, and weight restrictions for riders and must inform potential clients of these restrictions when taking reservations.
  - A sufficient number of stock must be used to ensure stock is not overworked or overloaded. Each pack horse or mule must carry at least 100 pounds in addition to its tack at the beginning of the trip. Llamas and burros must carry at least 40 pounds on overnight trips.
- (f) Tack and Equipment
- Saddles, saddlebags, blankets, pads, bridles, and other tack must be well-maintained in good, clean, and serviceable condition.
  - The Concessioner may, but is not required to, provide camping equipment for overnight use by clients. Camping equipment must be good, clean, and serviceable condition.
- (g) Stock Transport and Coggins Test.
- The Concessioner is required to comply with federal, state, and local regulations regarding transport of stock and may be required to provide proof of testing and immunization of stock, as required by federal, state, and county agencies.
  - Before the first trip of the season, the Concessioner must submit to the Central Backcountry Office valid proof of a negative Coggins test performed within the last 12 months for any equine entering the Area. Concessioner stock without proof of negative Coggins test performed within the last 12 months and submitted to the Central Backcountry Office are prohibited within the Area.
  - All trailers and vehicles must be cleaned of manure, loose hay, straw, and other plant material before stock is loaded for a trip in the Area.
  - All stock must be groomed to remove weed seeds from fur and hooves before being loaded for a trip into the Area.
- (h) Lost Stock.
- The Concessioner must notify the Service of any lost stock that cannot be located **within six (6) hours**.
  - The Concessioner must make every effort to locate lost stock and provide daily updates of its efforts to the Service.
  - The Concessioner may be charged for time and resources provided by the Service in association with the recovery and management of lost stock within the Area.
- (i) Dead Stock.
- The Concessioner must immediately (**within 1 hour**) notify a park ranger or the Central Backcountry Office of any dead stock.
  - If the carcass is located at a trailhead or other location readily accessible by vehicle, the Concessioner must remove the carcass from the Area as soon as possible, and no later than two (2) hours following the death.
  - If the carcass is located in the backcountry, the Concessioner must immediately move the carcass at least one-half mile from any campsite or trail and at least 200 yards from any water source.
  - If the Concessioner is unable to immediately relocate the carcass, it must inform the Service of its plans and anticipated timeline for relocating it.
  - The Concessioner will be responsible for any costs incurred by the Service in association with the removal and/or disposal of the carcass and management of the situation, including trail or area closures.
- (j) Stock Retention.
- The Concessioner must minimize impact to Area resources caused by livestock retention practices.
  - Stock must not be retained in the core camp. Individual animals may be brought into the core camp temporarily for the purpose of packing or unpacking.

- The Concessioner is encouraged to use hobbles or allow stock to graze freely in order to minimize resource impacts but must not allow stock to be in the core camp.
  - The Concessioner must not tie stock in a manner that will damage any feature, the soil, or vegetation.
  - The use of corrals or drift fences is prohibited.
  - Picketing.
    - If pickets, stakes, or drag logs are used, they must be moved at least twice daily, and more often as necessary, to prevent resource impacts such as overgrazing and trampling.
    - Live or standing trees must not be cut to use as drag logs or picket pins. Picketing to trees or shrubs (live or dead) is prohibited. It is advisable to carry metal picket pins.
    - Stock must be picketed so that animals at the end of the picket line will be no closer than 100 feet to any water source, campsite, or Service-maintained trail.
  - Electric Fences. Electric fences may be used but must be moved as often as necessary to prevent resource impacts. Electric fences may be connected to live trees or vegetation, but doing so may reduce effectiveness due to the diminished electrical current.
  - Hitching Lines. Hitching lines between trees or other anchor points may be used as a temporary retention method for saddling or packing stock but must not be used for extended periods of time.
    - Hitching lines must be made of rope and, when attached to trees, the trees must be padded to prevent damage.
    - Hitching lines must be moved as often as necessary to minimize overgrazing, trampling, and soil compaction. The Concessioner must use site-specific instructions for hitching, when provided.
- (k) Feeding and Grazing.
- The Concessioner may use processed feeds only, such as pellets, cubes, or “weed-free” rolled oats, in the backcountry. The use of hay or straw for any purpose is not permitted. The Concessioner is encouraged to feed stock “weed-free” hay in the 96 hours before a trip within the Area.
  - The Concessioner is authorized to temporarily graze stock while the trip is in progress. Site-specific grazing instructions may be provided by the District Ranger or Central Backcountry Office.
  - The Concessioner must not use the same area repeatedly for grazing to avoid overgrazing.
- (l) Spreading Manure
- The Concessioner must scatter manure in any area(s) where stock has been retained (by electric fence, pickets, hobbles, drag logs, etc.) and in grazing areas, as feasible.
  - The Concessioner must remove all manure from within 100 feet of the core camp and hitching line areas and scatter it away from these areas.
  - At trailheads and parking areas, the Concessioner must load manure onto its trailers and remove it from the Area.
- (m) Site Clean-up
- The areas authorized for use under this Contract must be left in substantially the same or better condition as they were prior to the activity taking place.
  - All unburnable or unburned items, including but not limited to food, litter, foil, pull tabs, glass, feed sacks, strings/ropes, paper, plastic, cigarette butts, etc. must be packed out of the Area.
  - Picket pins and other stock retention devices must be dismantled and scattered or removed.

- The Concessioner must make a reasonable effort to rehabilitate obvious resource impacts caused by its camping or stock use activities. Such efforts should include, but are not limited to, filling in any divots or depressions and raking or duffing the core camp and stock retention areas to minimize erosion potential.
- The Concessioner must separate recyclable materials from garbage and ensure proper diversion by placing in a provided recycling bin or delivering to an authorized recycling facility.

## **B) Authorized Services**

All requirements of the Required Services apply to Authorized Services. The Concessioner may provide the following services, at its discretion, as part of the required service of guided interpretive saddle and pack tours:

- (1) Client transportation may be provided as part of the required service of guided interpretive saddle and pack tours.
  - (a) All vehicles used for client transportation must meet the requirements set forth in Sec 2)J)4) above.
- (2) Food service as part of the required service of guided interpretive saddle and pack tours.
  - (a) Commercial Services Standards for Backcountry Food and Beverage apply to all overnight trips where food is prepared and served. See the Concessioner Tools/Standards and Evaluations Website for the Backcountry F&B Standards (10-FBK). Additional general standards regarding sanitation and food service are outlined in the following Operating Plan sections. There are no defined Exclusions to Service-Specific Operating Standards 10-FBK.
  - (b) Wildlife-Proof Food Storage.
    - At night and/or when not actively attended, the Concessioner must properly store all food, garbage, stock feed, food panniers, ice chests, scented articles, and cooking utensils. Proper storage is at least 10 feet off the ground and four feet away from tree trunks, on a provided food pole, in a provided bear box, or in approved bear-resistant food containers (BRFC).
    - Food storage poles or bear boxes are available at most campsites. If food poles or bear boxes are unavailable or broken, the Concessioner must hang any bear attractants not otherwise stored in approved bear-resistance containers.
    - Soft-sided BRFCs are not allowed. Yellowstone permits only International Grizzly Bear Committee (IGBC)-approved hard-sided BRFCs. A list of IGBC-approved containers may be found at <http://igbconline.org/certified-products-list/>.
  - (c) Wastewater. The Concessioner must strain wastewater and broadcast strained water away from sleeping areas and streams/lakes. Remaining solids should be burned if a fire is available or packed out as trash.
  - (d) Sanitation and Food Service
    - The Concessioner must comply with the relevant portions of the most recent version of the FDA Food Code and NPS Reference Manual 83A, Public Health: Protection and Prevention (RM83), located at [www.nps.gov/subjects/policy/upload/RM-83A\\_6-20-2019.pdf](http://www.nps.gov/subjects/policy/upload/RM-83A_6-20-2019.pdf).
    - The Area Public Health Officer may conduct public health inspections of food and food handling procedures on an intermittent, unannounced basis.
    - 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. No home canned foods are allowed to be served and all meats must be procured from a source approved by the state of origin.
    - Stock must not be within 200 feet of areas where food is prepared or served.
    - Food Handlers
      - At least one guide on each trip must be a Certified Food Handler and will be responsible for overseeing the storage, preparation, and serving of food.

- The Service recommends this guide be a Certified Food Protection Manager, as defined by the FDA Food Code. All guides are encouraged to become Certified Food Handlers.
- No persons who are ill will be allowed to prepare food. A person with a gastrointestinal illness will be restricted from food handling and water treatment until 72 hours after symptoms have resolved. Cuts or sores on exposed skin must be protected when preparing food.
- Client volunteers will not be allowed to prepare or handle food other than their own. They may perform other duties attendant to food preparation.
- Bare hand contact should be minimized with ready-to-eat (RTE) food products. Gloves or utensils are strongly encouraged when handling RTE foods.
- Food handlers must not eat while preparing food.
- Handwashing.
  - Adequate handwashing facilities will be provided within 25 feet of food preparation and toilet areas, if possible.
  - Handwashing set-ups which involve the repeated dipping of hands into the container of treated water may not be used.
  - Water for handwashing will be potable or treated in accordance with the procedures specified in RM83. The container of water for handwashing must be covered to prevent re-entry of contaminants and to minimize the potential for chlorine to off-gas once the treatment process is complete.
  - Liquid soap and clean, single-use towels will be available and food handlers will use them to dry hands after handwashing.
  - Food handlers will wash their hands immediately before engaging in food preparation, after using the toilet, smoking, sneezing or coughing into hands, and as frequently as needed to prevent contamination of food and utensils. Clients will be encouraged to wash their hands before getting food.
  - In circumstances where sufficient treated water is unavailable, food handlers will preliminarily wash hands in untreated water then use hand sanitizer containing 70% ethyl alcohol per the manufacturer's directions.
- Food Storage
  - Time/temperature control for safety (TCS) foods will be stored with internal temperatures at or below 45°F. TCS foods are those that require specific time and temperature controls to prevent the growth of harmful bacteria and ensure food safety. (meat, poultry, fish, dairy products, cooked rice, cut melons, etc.)
  - A durable, calibrated thermometer should be placed in the top of each cooler holding TCS foods.
  - Foods will be stored so that they do not contaminate one another. Whenever possible, raw TCS foods should be stored in a separate cooler from RTE foods. When this is not possible (e.g., single-cooler trips), raw TCS foods must be stored at the bottom of the cooler in durable leak-proof containers. Storing raw TCS foods in two bags ("double bagging") is not adequate when storing raw TCS foods in the same cooler as RTE foods.
  - Menus should be simplified, with ingredients selected to minimize the amount of raw TCS foods that are needed on each trip.
  - RTE lunchmeats and cheeses should be packed in small quantities in moisture-proof bags and must be stored at temperatures of under 41°F.
  - Dry foods will be stored in sealed containers to protect them from moisture and rodents.
  - Food will be stored separately from cleaning supplies, fuel, human or solid waste receptacles.
- Food Preparation
  - TCS food will not be prepared in advance and then cooled down for later service in the backcountry.

- Only designated food service utensils may be used in food preparation. Sheath or pocket knives must not be used.
- Food Service
  - All TCS foods cooked on site will be consumed or discarded within four hours of preparation.
  - Sick individuals should have food served to them rather than serve themselves from containers with more than one portion of food in them. Clients who have been ill with gastrointestinal illness should be served away from the regular food service area for 72 hours after symptoms resolve.
  - Separate utensils or gloves should be used to serve each food item.
- (e) Facilities
  - If possible, a tarp will be laid down on the ground before setting up the kitchen to aid in later cleanup activities.
  - Food preparation surfaces will be smooth, in good repair without cracks or holes, and easily cleanable. All tables and food preparation surfaces must be sanitized before and after meals with a 100mg/L (ppm) chlorine solution. If tablecloths are used, they must be made of nonabsorbent materials such as plastic. Single-service cloths, such as paper tablecloths, must be discarded after each use.
  - Food handlers will provide necessary measures to prevent environmental contaminants from affecting the food. (e.g., overhead or side tarps during period of inclement weather)
- (f) Unused Food
  - Any food product that has been opened will be discarded at the end of the trip. Non-TCS items that will be cooked (e.g., dry pancake batter and seasonings) are exempt.
  - Unopened TCS foods will be discarded at the end of the trip (i.e., cannot be used on another trip)
  - Where fires are allowed, the Concessioner may burn unconsumed food and other combustibles in the established fire pit. All food must be completely burned or packed out with trash.
- (g) Dishwashing
  - A three-compartment dishwashing setup is required in the order of Wash-Rinse-Sanitize. A fourth compartment which includes a pre-wash rinse is permissible.
  - In the wash step, wash water at or above 110°F and detergent will be used.
  - Water used for the rinse and wash steps will be potable or treated in accordance with the procedures specified in RM83.
  - Chlorine will be used as the sanitizer in the sanitizing compartment, with sanitizer concentration checked with unexpired chlorine test strips per the manufacturer's recommendations to ensure compliance with the concentrations specified in RM83.
  - Food contact surfaces that are used with raw TCS foods must be washed, rinsed, and sanitized before and after use.
  - Dishes and utensils will be air dried before being placed in storage.
- (h) Potable Water Operations. There are only three methods of providing potable water for drinking and culinary use.
  - Hauled potable water. Water may be obtained from an approved source (public water system) and stored in containers that are free from contamination and disinfected between every re-use, in accordance with the procedures specified in RM83.
  - Boiling. Water may be obtained from a source free of known chemical contamination and brought to a rolling boil for 1 minute (3 minutes for elevations over 6,500 ft.) If the water is not consumed/used within six hours and is placed in a sanitized container, the water should be disinfected with a chlorine bleach solution in accordance with the procedures specified in RM83.

- Filtration and Disinfection. Water may be obtained from a fast-moving (if possible) source free of known chemical contamination and then filtered and disinfected in accordance with the procedures specified in RM83.
- (3) Guided activities of day hiking, instructional photography, fishing, or environmental education. Conditions for approved guided activities are included as Operating Plan Attachment A: Conditions for Other Services.
  - (4) Drop camp services, for which stock are used to carry camping gear, food, or people.
    - (a) The Concessioner may provide drop camp service, where the Concessioner uses stock to transport camping gear, food, or clients to and from designated backcountry campsites, but does not stay with the clients in the campsite.
    - (b) When providing drop camp service, the Concessioner may not obtain the campsite reservation or backcountry use permit for the clients. Clients must obtain their own backcountry campsite reservation and backcountry use permit.
    - (c) The Concessioner may provide drop camp services without a reservation from trailheads that require advance reservations for day rides but must report the trip as a day ride to the Central Backcountry Office.
    - (d) When providing drop camp service to a non-stock campsite, the Concessioner must keep all stock out of the core-camp at all times. Stock must not be retained near the perimeter of the core camp longer than is necessary to unload clients and gear, except to serve mobility-impaired clients.
    - (e) The Concession must not retain or graze stock in the vicinity of non-stock campsites longer than is reasonably necessary to drop off or load people and equipment or set up camp. Should it become necessary to retain stock longer, stock must be kept at least 100 yards away from the core camp and sleeping areas and all other stock retention requirements apply.
  - (5) Custom or charter tours for organized groups or other entities, including commercial operators who hold a concession contract or Commercial Use Authorization (CUA) to operate in Yellowstone National Park.
    - (a) When providing stock tours for, or in partnership with, an organized group or other commercial operator, the Concessioner assumes responsibility for ensuring all activities are conducted in accordance with the requirements set forth within this Operating Plan.
    - (b) Revenue received by the Concessioner for providing stock tours for, or in partnership with, another commercial operator must be included in the Concessioner's gross receipts on the Annual Financial Report.
    - (c) When providing tours in partnership with another commercial operator, marketing materials (website, brochures, etc.) must indicate the specific operators involved and still fall under the requirements of Operating Plan Section 2)J)5) Marketing and Public Relations.
  - (6) Trips through the Area for the express purpose of accessing permitted camps located on adjacent lands, including re-supply trips which do not include clients.
    - (a) The Concessioner may use stock to carry equipment, supplies, and clients to and from permitted camps outside the Area.
    - (b) The Concessioner must provide a schedule of anticipated trips through the Area at the beginning of the season. Should the schedule change, the Concessioner must provide **48-hour notice** to the Central Backcountry Office of new trip dates.
    - (c) The Concessioner may take clients through the Area as needed. Trips which include clients are considered day rides and must be reported in accordance with Operating Plan Section 3)A)4) Single Day Rides.

#### 4) REPORTING REQUIREMENTS

##### A) Service Reports

- (1) *Annual Overall Rating*. The Service will provide the Concessioner an annual performance evaluation **by March 1** 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 client 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) *Owner/Manager Information*. The Concessioner must submit the following information to the Commercial Services Office by **May 15 annually**:
  - (a) The manager's name, address, telephone number, and email address
  - (b) The president/owner's name, address, telephone number, and email address (if different from the manager)
- (3) *Employee Information*. The Concessioner must submit the following information to the Central Backcountry Office **annually, prior to conducting any trips within the Area**:
  - (a) A list of guides who will be working within the area, using Attachment C: Guide Eligibility Verification.
    - The Concessioner must include the guide's date of birth, First-Aid and CPR certification information, and date the guide watched the Commercial Stock Outfitter and Guide Presentation (<https://youtu.be/8tAqOxD92gE>).
  - (b) A list of all employees who will be working within the Area, using Attachment D: Employee List.
  - (c) The Concessioner must notify the Central Backcountry Office anytime there is a change in staffing (i.e. new hires, terminations, etc). Certifications for newly hired employees must be submitted at least **15 days prior** to their first trip in the Area.
- (4) *Vehicle List*. The Concessioner must provide to the Commercial Services Office **annually** a list of all motorized vehicles and trailers which will be used within the Area. For each vehicle, provide the make and model, vehicle information number (VIN), license plate numbers, and owner/title holder. Information must be submitted a minimum of **15 days prior to operations** within the Area.
- (5) Pesticide Use Reporting.
  - (a) The Concessioner must submit the Pesticide Use Request form (Attachment K) to the Commercial Services Office indicating which products will be used in the Area by **January 15<sup>th</sup>, annually**. If the Concessioner would like to use a product not yet approved for use in the Area, additional Pesticide Use Request forms may be submitted for consideration and approval by the Service at any time but at least 30 days prior to their usage within the Area.
  - (b) After each operating season and no later than **by January 15<sup>th</sup>** of the following year, the Concessioner must submit the Pesticide Use Log form (Attachment L) indicating the amount of pesticides used in the Area, or to report no use.
- (6) Incidents.
  - (a) Emergencies. The Concessioner must immediately (**no later than 1 hour**) report to a Service ranger or to the Service Communications Center (911), and **within one week** after the incident to the Commercial Services Office, the following:
    - Fatalities
    - Employee or client injuries requiring more than minor first aid
    - Any motor vehicle accident resulting in property damage
    - All incidents resulting in personal injury or property damage exceeding \$300
    - Any known or suspected violation of the law
    - Observed wildfires

- (b) Observations. The Concessioner must immediately (**no later than 1 hour**) report to the Service Communications Center (307-344-2643), and **within one week** to the Commercial Services Office, the following:
- Any incident adversely affecting Area resources or damage to Area property
  - Bears or other predators exhibiting threatening or aggressive behavior around trails or campsites
  - Stock mortality event
  - Any lost stock not found (report within six hours)
  - Any observed stray stock not belonging to the Concessioner
- (7) *Bear Sightings*. Bear sightings must be reported to a Service ranger or the Bear Management Office (307-344-2162) as soon as possible. An email to the Bear Management Office at [YELL\\_Bear\\_Management@nps.gov](mailto:YELL_Bear_Management@nps.gov) is acceptable.
- (8) *Human Illness Reporting*. Any suspected outbreak of human illness, whether involving employees or clients, must be reported **within 24 hours** of the conclusion of the trip to 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.
- (9) 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 all waste streams generated by the Concessioner under this Contract; and
  - (b) The Concessioner must notify the Service immediately (**within 1 hour**) 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.
- (10) Day Ride Reporting. The Concessioner must report all day rides to the Area's Central Backcountry Office, including day rides which require a trailhead reservation. Prior to the ride, the Concessioner must provide the date, type of ride (half-day, full-day, drop camp, etc), starting trailhead, ending trailhead if different, trail(s) ridden, and number of clients, guides, and stock. Day rides that originate outside the Area and cross through the Area must be reported as soon as possible after returning from the backcountry. Failure to report day rides may be reflected in the Concessioner's Annual Overall Rating.
- (11) Statement of Operations. The Concessioner must submit its Statement of Operations (Attachment M) **annually, postmarked or emailed no later than December 31st**.
- (a) The report must accurately reflect the number of stock tours into the Area, number of clients on each trip, number of stock used, and a breakdown of day and overnight trips.
  - (b) The Statement of Operations may be emailed to the Central Backcountry Office ([YELL\\_backcountry\\_office@nps.gov](mailto:YELL_backcountry_office@nps.gov)) or mailed to the following address:  
Central Backcountry Office  
National Park Service  
P.O. Box 168  
Yellowstone National Park, WY 82190

### C) Concessioner Financial Reports

- (1) *Notice of Fiscal Year*. **Within 60 days** of the effective date of the Contract, the Concessioner must inform the Commercial Services Office of the beginning and ending dates of its fiscal

- year. Note the Service operates on a fiscal year from October 1 through September 30, but the Concessioner may operate on a fiscal year of its choosing.
- (2) *Annual Financial Report ("AFR")*. As required in Section 7(b) of the Contract, the Concessioner must provide an AFR **within 90 days of the end of its fiscal year**. Instructions and forms for completing and submitting the AFR are located online at <https://www.nps.gov/subjects/concessions/afr.htm>. The AFR must be emailed to [afr\\_submission@nps.gov](mailto:afr_submission@nps.gov).
- (3) *Franchise Fee Payments*. As required in Section 5 of the Contract, the Concessioner must pay a franchise fee at the conclusion of the operating season, **within 15 days after the last day of the month** in which the Concessioner ceases operations for the season.
- (a) Franchise fees must be submitted electronically, in accordance with all applicable laws, through <https://www.pay.gov/public/form/start/588760862>.
- (4) *Insurance Certificates*. At the time insurance is first purchased and annually thereafter **by May 15**, the Concessioner must submit to the Service appropriate Certificates of Insurance for all insurance coverage related to its operations under this Contract.
- (a) Commercial Auto Liability. The Concessioner must provide supporting information regarding its use of automobiles within the Area to demonstrate it has obtained the required minimum coverage level for its specific operations.

#### D) Summary of Reporting Responsibilities

Notification, Report or Plan	Schedule	Due Date
Manager's contact information	Annually	May 15
Risk Management Program - Initial	Initial	Within 60 days of Contract effective date
Risk Management Program - Updates	Annually	May 15
Firearms Policy – Initial	Initial	Within 60 days of Contract effective date
Firearms Policy - Updates	Initial	May 15
Promotional Material	As Applicable	At least 30 days prior to use
Requests to modify operating season	As Applicable	At least 14 days in advance
Notification of dead stock	As Applicable	Within 1 hour
Notification of schedule change	As Applicable	48-hours
Guide Eligibility Verification form	Annually	Prior to conducting trips
Employee List	Annually	Prior to conducting trips
Employee Updates	As Applicable	At least 15 days prior to operating in the Area
Pesticide Use Request	Annually	January 15
Pesticide Use Log	Annually	January 15

<b>Notification, Report or Plan</b>	<b>Schedule</b>	<b>Due Date</b>
Notification of Emergency/Observations – Service Communication Center	As Applicable	Within 1 hour
Notification of Emergency/Observations – Commercial Services Office	As Applicable	Within 1 week
Human Illness Reporting	As Applicable	Within 24 hours of trip
Notification of Release of Hazardous Substance	As Applicable	Within 1 hour
Statement of Operations	Annually	December 31
Notice of Fiscal Year	Initial	Within 60 days of Contract effective date
Annual Financial Reports	Annually	Within 90 days of conclusion of fiscal year
Franchise Fee Payment	Annually	Within 15 days after the last month of operations
Insurance Certificates	Annually	May 15

Effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**5) ADDENDUM 1 ELEMENTS INCORPORATED FROM THE CONCESSIONER'S PROPOSAL**

**A) Elements by Topic Area**

- (1) Topic 1

NOTE: This will be populated with any commitments from the selected Offeror's proposal beyond Draft Contract requirements.

## Operating Plan Attachments

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NOTE: Forms are provided for reference only. Concessioners should contact the Yellowstone National Park Commercial Services Office or Backcountry Office to request the most up-to-date digital copy.

**ATTACHMENT A - CONDITIONS FOR OTHER SERVICES AUTHORIZED IN CONJUNCTION WITH STOCK TOURS****A) Day Hiking**

- 1) Maximum group size is 15, including guides. Multiple groups in the same area must be dispersed and not congregate.
- 2) A guide must accompany clients at all times. Guides must have relevant experience on the trails they are guiding.
- 3) Each guide must carry:
  - a) A topographic map for the area of their trip and must have a basic knowledge of map reading. It is recommended all guides carry a compass and/or GPS and be trained in their use.
  - b) One can of bear spray and be trained in its use. Bear spray for clients is recommended.
  - c) A first-aid kit suitable for backcountry emergencies and containing adequate supplies for the group size they are guiding.
  - d) A reliable emergency communication device which could include a GPS locator beacon, satellite messenger, cell phone, or satellite phone.
- 4) Guides will ensure clients are properly attired for the current and forecasted weather conditions. Routes will be determined based on clients' abilities and desires.
- 5) All guides and trip participants must view the Beyond Roads End video and adhere to all Yellowstone backcountry regulations. Regulations and video may be found at: <https://www.nps.gov/yell/planyourvisit/backcountryhiking.htm>
- 6) Guides are encouraged to stay on designated trails and avoid using social trails or creating new social trails to reduce impacts to resources. Specific areas may be closed to off-trail travel as needed to protect park resources.

**B) Environmental Education**

- 1) Maximum group size is 15, including guides. Multiple groups in the same area must be dispersed and not congregate.
- 2) Guides must meet the following requirements:
  - a) Attend one Resource Education Training given by Yellowstone National Park in the spring, watch a recording of the most recent Resource Education Training, or the Concessioner must provide an outline the Yellowstone-specific training it provides to guides
  - b) Complete and pass a test regarding Yellowstone National Park's natural and cultural resources, as well as park regulations. All answers can be found in the Yellowstone National Park Resource and Issues Book, located at: : <https://www.nps.gov/yell/getinvolved/resources-for-commercial-guides.htm>. The test is available at: [Yellowstone Environmental Education Guide Test](#).

**C) Instructional Photography or Painting**

- 1) Maximum group size is 15, including guides/instructors. Multiple groups in the same area must be dispersed and not congregate.
- 2) All individuals are required to comply as directed by NPS staff engaged in administering wildlife management operations or managing wildlife viewing opportunities.
- 3) Guides and clients may not ask other visitors to move and areas may not be closed to accommodate photography or painting activities.
- 4) The use of incidental props is authorized, including handheld objects that a person may be carrying or wearing (e.g., binoculars, photography equipment, etc)
  - a) The use of models, non-incidental props, sets, lighting, and other specialized equipment are not authorized
  - b) Photography and videography equipment is limited to handheld equipment and tripods.
  - c) Illuminating Park features or landscapes in any way for the purpose of photography is not authorized.

- d) The use of tripods or any multi-legged stabilization device is authorized, but may not interfere with the general visiting public.

#### **D) Stream and Shoreline Fishing**

- 1) Group size is limited to six participants, including guides. Multiple groups within the same area must be dispersed and not congregate.
- 2) Guides must have previous, relevant experience on the trails, lakes, or streams they are guiding on.
- 3) All clients and guides must have a Yellowstone National Park fishing permit and must obey park fishing regulations which can be found at <https://www.nps.gov/yell/planyourvisit/fishing.htm>. Fishing permits are required for anyone 16 years and older.
- 4) Guides must carry a paper or electronic copy of Yellowstone National Park fishing regulations.
- 5) All native species must be released unharmed following the park's Fishing Regulations which can be found at: [Catch a Fish - Yellowstone National Park \(U.S. National Park Service\) \(nps.gov\)](#). Non-native fish that are kept should be cleaned at a cleaning station if possible. Otherwise, all entrails must have the air bladders punctured and then be thrown into the deepest water possible where they were caught. It is prohibited to bury, burn, or leave fish entrails on shore.
- 6) Float tube use is permitted in lakes and the section of the Lewis River between Lewis Lake and Shoshone Lake. Float tube users must have a Yellowstone National Park watercraft permit, a Yellowstone National Park Aquatic Invasive Species (AIS) inspection, and abide by the park's Boating Regulations found at: [https://www.nps.gov/yell/planyourvisit/upload/yell\\_boating\\_regs-5-16-2013.pdf](https://www.nps.gov/yell/planyourvisit/upload/yell_boating_regs-5-16-2013.pdf). Float tube users must wear a PFD at all times and carry an accessible whistle to use during emergencies.
- 7) Any article used in park waters shall be thoroughly cleaned and dried to ensure there is no visible evidence of tactile material (i.e., dirt, animal, slime, plants) prior to entering any other waters within the park:
  - a) This includes waders, hip boots, nets, and other associated fishing gear. Felt-soled boots are not permitted.
  - b) Given the presence of AIS is not always known, it is a best management practice to decontaminate and dry all equipment when moving from one water body to another.
- 8) Packs with food or other bear attractants may not be left unattended on shore and must be properly stored or kept on person while fishing.
- 9) Yellowstone is conducting research on fish abundance and movement patterns. Biologists have tagged thousands of cutthroat trout and grayling. Each fish has a unique identification number. If a tagged fish is caught, record its tag number (do not remove the tag), release the fish unharmed, and report the tag number, location, and date by calling or texting biologists at 406-404-4877.

**ATTACHMENT B – APPLICATION FOR PARK SUPPLIER PERMIT**

Please return to:  
Visitor Services Office  
P.O. Box 168  
Yellowstone NP, WY 82190  
VSO 17a, 2/21

**APPLICATION FOR PARK SUPPLIER PERMIT**

Anticipated date of: **First trip into the park:** \_\_\_\_\_ **Last trip of the season** \_\_\_\_\_  
Month/day Month/day

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address \_\_\_\_\_

Location/s of Delivery or service area: \_\_\_\_\_  
(examples: Mammoth, Old Faithful, parkwide)

Entrances Used (shortest, most direct route must be used):

- North (Gardiner)       West (West Yellowstone)       South (Jackson)
- East (Cody)       Northeast (Cooke City\*\*)

If you use an entrance(s) other than the shortest, most direct route from your business address, briefly explain why: \_\_\_\_\_

If you use the Northeast/Cooke City Entrance, briefly explain why: \_\_\_\_\_

Delivering To (check all that apply):

- Delaware North       Medcor       National Park Service
- Yellowstone Forever       YP Service Stations       Xanterra Parks and Resorts
- Other (specify)

Provide a contact at one of these organizations who can confirm the services you provide in the park:

Name: \_\_\_\_\_ Current Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of goods delivered/services provided: \_\_\_\_\_

Number of Park Supplier Permits needed \_\_\_\_\_ A separate Park Supplier Permit is required for each vehicle used to deliver supplies or convey service personnel in Yellowstone National Park.

**ATTACHMENT C – GUIDE ELIGIBILITY VERIFICATION FORM**



**Yellowstone National Park  
Guided Saddle and Pack Stock Tours  
Guide Eligibility Verification**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Name	Guide Certification Viewed (Date)	First Aid Expiration Date	CPR Expiration Date	Date of Birth (must be at least 18 years old)

I verify that I employ the above individuals to guide commercial trips in Yellowstone National Park and that they have reviewed the Commercial Stock Outfitter Guide Presentation (<https://youtu.be/8tAqOxD92gE>), are familiar with the Operating Plan for Guided Saddle and Pack Stock Tours and understand regulations pertaining to operating in Yellowstone National Park.

Owner/Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit to: Central Backcountry Office; PO Box 168; Yellowstone National Park, WY 82190 or  
yell\_backcountry\_office@nps.gov

For NPS Use Issued by: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT D – EMPLOYEE LIST**

**Commercial Stock Outfitter - 2025 Employee List**

Business Name: \_\_\_\_\_

Please list the names employees who are not guides, but will be working for you within Yellowstone National Park below.  
Include First Aid and CPR information if applicable.

Employee Full Name	First Aid Expiration Date	CPR Expiration Date

Please complete and return to the Central Backcountry Office

## ATTACHMENT E – YELL 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. 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 F – STOCK CONCESSIONER FIREARM PERMIT APPLICATION

**Stock Concessioner  
Firearm Permit Application**

Yellowstone National Park  
MT, WY, ID

National Park Service  
U.S. Department of the Interior



This application is for commercial stock Concession Contract owners or staff to carry an approved firearm on a commercially permitted overnight or day trip which has been registered with the Central Backcountry Office. Send completed application along with photo(s) of the firearm serial number to the Central Backcountry Office. Check which permit you are applying for:

**Handgun for euthanasia of injured stock**

**Rifle transport through Yellowstone National Park**

Terms and Conditions of the Permit (Handgun)

Terms and Conditions of the Permit (Rifle)

1. Firearm use is permitted for the sole purpose of the euthanasia of injured stock. Any other use of the weapon is grounds for termination of the Concessioner's contract to operate in Yellowstone National Park and may result in criminal action.
2. Caliber of handgun must be sufficient to dispatch a horse with one shot, i.e. .357 or larger.
3. The weapon must be unloaded and kept in the storage location, identified on this application, at all times except when being used for said purpose.
4. Trigger must be secured by trigger lock or cable lock.
5. Ammunition must be stored separately from the gun and kept out of sight except when being used for said purpose. The amount of ammunition must not exceed six rounds for a revolver or one full magazine.
6. Only one handgun is allowed on a trip.
7. A copy of the signed permit must be kept with the holder of this permit while in the park.
8. Any use of the weapon must be reported to the Communications Center, the Central Backcountry Office, or Ranger Station as soon as possible.

1. Firearm is permitted to be transported through Yellowstone, to/from camp in adjacent National Forest. Any use of the weapon is grounds for termination of the Concessioner's contract to operate in Yellowstone National Park and may result in criminal action.
2. The weapon must be unloaded and kept in the storage location, identified on this application, while being transported through the park.
3. Trigger must be secured by trigger lock or cable lock.
4. Ammunition must be stored separately from the gun and kept out of sight while travelling through the park.
5. A copy of the signed permit must be kept with the holder of this permit while in the park.
6. Any use of the weapon must be reported to the Communications Center, the Central Backcountry Office, or Ranger Station as soon as possible.

Concessioner Business Name: \_\_\_\_\_

Full name of Concessioner Owner/Manager: \_\_\_\_\_

Full name of applicant (if other than concessioner): \_\_\_\_\_

Address: \_\_\_\_\_ Driver's License Issuing State: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Hair Color: \_\_\_\_\_ Eye Color: \_\_\_\_\_

Brand of Gun: \_\_\_\_\_ Model: \_\_\_\_\_

Caliber: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Submit photo(s) of firearm showing serial number with application

Storage Location for Gun: \_\_\_\_\_

By signing this application, I agree to abide by the terms and conditions listed on this application. I understand that background checks will be performed on the firearm and individual.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Background Checks Completed (sign & date): Firearm _____ Individual _____
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**ATTACHMENT G – TRAILS CLOSED TO COMMERCIAL STOCK USE**

<b>Park Area</b>	<b>Trail Name</b>
Mammoth	Osprey Falls Wraith Falls Sheepeater Ski Trail Beaver Ponds Upper Terraces section of Howard Eaton trail Boiling River Bunsen Peak Trail Bunsen Peak Road Lava Creek Claggett Butte Trail Cache Lake lower section of Snow Pass (b/w trailhead and jct. with Howard Eaton trail) Electric Peak spur Crevice Creek
Canyon	Artist Point/Point Sublime Seven Mile Hole Mt. Washburn Washburn Spur Trail North/South Rim Clear Lake Artist Paint Pots
Tower / Lamar	Tower Fall Trout Lake Chittenden Road Lost Lake
Snake River	Shoshone Geyser Basin West Thumb Overlook Riddle Lake Duck Lake
Old Faithful	Monument Geyser Basin Spring Creek

	Divide Lookout Fern Cascade Harlequin Lake Purple Mountain
Lake	Avalanche Peak Elephant Back Storm Point Natural Bridge Pelican Creek Nature Trail
Gallatin/Bechler	Harlequin Lake Purple Mountain Riverside Terraced Falls Union Falls Spur Scout Pool Spur Ferris Fork Spur
Other	All trails through thermal areas

**ATTACHMENT H – COMMERCIAL STOCK DAY RIDE LIMITS**

**2026 Commercial Stock Day Ride Limits**

Area	Trailhead Name	Number of Stock on Day Rides: Annual Limit	Comments	
MAMMOTH	Beaver Ponds	0	No Day Rides	
	Bighorn Pass (east)-Indian Creek	250	Reservations Required, estimated open July 15	
	Blacktail Creek	800	Reservations Required. 400 ea (Blacktail, Rescue Creek)	
	Bunsen Peak	0	No Day Rides	
	Eagle Creek	0	No Day Rides (2022 flood damage)	
	Glen Creek	900	Reservations Required	
	Grizzly Lake	0	No Day Rides (limited parking)	
	Lava Creek	0	No Day Rides	
	Lava Creek Picnic Area	0	No Day Rides	
	Mount Holmes	250		
	Rescue Creek	0	Trailhead closed (2022 flood damage)	
	Sepulcher Mountain	0	No Day Rides (limited parking)	
	Snow Pass	0	No Day Rides (limited parking)	
	Solfatara (North)	50		
	Wraith Falls	0	No Day Rides	
	TOWER - LAMAR RIVER	Bannock	100	
		Bootjack Gap	Ⓟ	
Buffalo Fork		Ⓟ		
Buffalo Plateau		Ⓟ		
Canoe Lake		Ⓟ		
Chittenden Rd/Mt Washburn		0	No Day Rides	
Coyote Creek		Ⓟ		
Frost Lake		Ⓟ		
Hellroaring		500	USFS camp access rides not included in limit	
Hoodoo		Ⓟ		
Lamar River		250		
Pebble Creek/Warm Creek		300		
Petrified Tree		0	No Day Rides (off-trail day rides by prior approval)	
Republic Pass		Ⓟ		
Slough Creek		900	USFS camp access rides not included in limit	
Specimen Ridge		200		
Thunderer		50		
Tower Junction		50	For Garnet Hill (No Day Rides on Lost Lake Trail)	
Trout Lake		0	No Day Rides	
Upper Hellroaring		Ⓟ		
Upper Slough	Ⓟ			
Yellowstone River Picnic Area	0	No Day Rides		
CANYON	Artist Point	0	No Day Rides	
	Cascade Creek	0	No Day Rides (limited parking)	
	Cascade Lake	50		
	Clear Lake	0	No Day Rides	
	Cygnets Lakes	50		
	Dunraven Pass Parking Area	0	No Day Rides	
	Glacial Boulder	0	No Day Rides	
	Grebe Lake	50		
	Ice Lake	0	No Day Rides	
	Mary Mountain/Hayden Valley	75		
	Solfatara Creek/Norris Campground	0	No Day Rides	
Wapiti Lake	75			
Wolf Lake	30			

**2026 Commercial Stock Day Ride Limits**

Area	Trailhead Name	Number of Stock on Day Rides: Annual Limit	Comments
LAKE	Avalanche Peak	0	No Day Rides
	Bridger Lake	Ⓟ	
	Eagle Pass	Ⓟ	
	Elephant Back	0	No Day Rides
	Fishing Bridge	50	
	Hawk's Rest	Ⓟ	
	Natural Bridge	0	No Day Rides
	Nine Mile Post	100	
	Pelican Valley	100	
	Storm Point	0	No Day Rides
	Thorofare	Ⓟ	
	SNAKE RIVER	Beula Lake	50
Colter/Wolverine		Ⓟ	
DeLacy Creek		50	
Fox Creek		Ⓟ	
Heart Lake		75	
Pitchstone		30	Limited Parking
Riddle Lake		0	No Day Rides
S. Ent. Ford/S. Boundary East		50	Does not include rides from USFS Sheridan Ck.
Shoshone/Dogshead		50	
South Boundary West		30	
OLD FAITHFUL	Biscuit Basin	0	No Day Rides (limited parking)
	Divide	0	No Day Rides
	Fairy Falls	0	No Day Rides (limited parking)
	Freight Road	50	
	Howard Eaton	30	
	Lone Star	50	
	Mallard Creek	30	
	Mallard Lake	30	
BECHLER	Nez Perce	50	
	Bechler Ranger Station	150	Estimated opening July 15
	Buffalo Lake	50	Estimated opening July 15
	Cave Falls	50	Estimated opening July 15
	Fish Lake	50	Estimated opening July 15
	Grassy Lake/Cascade Creek	50	Estimated opening July 15
	Robinson Creek	30	Estimated opening July 15
GALLATIN	Bacon Rind	250	
	Bighorn Pass	500	
	Black Butte/Dailey Creek	600	includes rides entering the park from Teepee Ck.
	Fawn Pass	500	
	Gneiss Creek/Seven Mile Bridge	100	
	Harlequin Lake	0	No Day Rides
	Purple Mountain	0	No Day Rides
	Sky Rim	Ⓟ	
	Specimen Creek	500	
	Summit Lake	Ⓟ	
Off Trail Locations	40	Limit of 8 rides/40 stock per area, subject to approval	

Ⓟ Boundary Trailhead - currently no limit for rides originating from a USFS camp into Yellowstone.

Rides entering from a boundary trailhead and terminating at a roadside trailhead within Yellowstone are subject to the limits set for the roadside trailhead.

Rev. 2/4/2026

## ATTACHMENT I – COMMERCIAL OUTFITTER ADVANCE RESERVATION STOCK CAMPSITE LIST

**COMMERCIAL OUTFITTER  
ADVANCE RESERVATION STOCK CAMPSITE LIST - 2025**

These sites are reservable for trips during the months of July, August, September, or October only. Stays are limited to 3 nights unless stated otherwise. Important information and changes to campsite limits/restrictions from the previous year are highlighted in yellow.

<u>Campsite Name</u>	<u>Campsite ---Capacity---</u>			<u>Restrictions</u> (NWF = No Wood Fires)
	<u>#</u>	<u>People</u>	<u>Stock</u>	
Lower Blacktail	1A1	10	6	
Straight Creek North	1C2	10	6	Llama groups and backpackers only
Winter Creek	1C4	10	6	
Winter Creek SW	1C5	10	6	
Fawn Creek	1F1	12	20	Unavailable if 1G5 is in use.
Soldier's Corral	1G5	12	25	Unavailable if 1F1 is in use. Pit toilet available.
West Cottonwood Creek	1R1	12	6	2 night limit. NWF.
Little Cottonwood Creek	1R3	10	10	2 night limit. NWF.
Yellowstone R. Trail	1Y7	10	6	2 night limit. NWF.
Buffalo Plateau	2B1	10	16	
Coyote Creek	2C3	10	16	
Lower Slough Creek	2S1	8	12	Llama groups, backpackers, and private stock only.
Upper Slough Creek	2S7	12	20	Unavailable if 2S8 is in use.
Upper Slough Creek	2S8	12	20	Unavailable if 2S7 is in use.
Lower Cache Creek	3C2	12	20	2 night limit.
Cache Creek	3C3	12	25	
Lemon City	3F2	12	25	
Cache Creek Ford North	3L1	12	8	Llama groups and backpackers only.
Middle Lamar	3L6	12	20	2 night limit for more than 15 stock.
Warm Springs Meadow	3L9	12	20	
Appaloosa Meadows	3M1	12	25	2 night limit for more than 15 stock.
Miller Creek	3M3	12	20	No stock east of 3M3.
Boundary	3M7	12	20	Opens August 1. 1 night limit. Limited water.
Opal Creek	3O1	12	20	Open July 15 – August 14. Travel for pack string is limited to the most direct route along the top of Mirror Plateau from Specimen Ridge Trail.
Upper Pebble Creek	3P4	12	20	
Mist Creek Meadows	3T2	12	12	2 night limit, not available if stock in 3T3.
Mist Creek Pass	3T3	12	25	2 night limit, not available if stock in 3T2.
Willow Creek	3U1	12	25	
Cold Creek Junction	3U4	12	25	
Broad Creek	4B3	12	6	
Wapiti Junction	4B4	12	10	
Cascade Lake	4E4	8	12	
Grebe Lake East	4G3	8	6	NWF
Grebe Lake North	4G4	8	6	
Grebe Lake Outlet	4G5	8	6	
Wolf Lake	4G6	8	12	
Moss Creek	4M2	12	6	
Wrangler Lake	4W1	12	6	
Fern Lake	5B1	12	25	
Upper Broad Creek	5B2	12	15	

<u>Campsite Name</u>	<u>Campsite ---Capacity---</u>		<u>Restrictions</u> (NWF = No Wood Fires)
	<u>#</u>	<u>People</u> <u>Stock</u>	
Columbine Meadow	5E6	12 25	1 night limit. No off-trail travel away from the site prior to July 15. No picketing west of trail. Pit toilet available.
Meadow Creek	5E7	12 25	Opens July 15.
Monument Camp	5L2	8 10	Opens July 15.
Upper Pelican	5P7	12 20	Open July 15 – August 14.
Lower Ford	6B1	12 20	1 night limit. No off trail travel prior to July 15.
Beaverdam	6B4	12 20	Opens July 15.
Colter Meadows	6C1	12 15	Keep stock away from spring water source.
Rivers Edge	6C2	12 25	Closed. Will be relocated.
Turret View	6C3	10 8	Llama groups and backpackers only.
Lower Mountain Creek	6D1	12 10	
Mountain Creek Stock	6D3	12 25	
Mountain Creek	6D5	12 20	
Howell Creek	6D6	12 25	
Upper Howell Creek	6D8	12 10	Often snow covered in early July. No stock use after 9/1.
Two Ocean Trail Jct.	6M4	12 25	Opens July 20. Off-trail travel by permit only 7/20 -8/21. No off trail travel 8/22 -11/10.
Upper Passage Creek	6M5	12 25	Opens July 20. Off-trail travel by permit only 7/20 - 8/21. No off trail travel 8/22 - 11/10.
South Thorofare	6T1	12 20	
East Confluence	6Y4	12 25	Due to willows in adjacent meadow, picketing stock is limited.
Three Mile Bend	6Y6	12 25	
Yellowstone Meadow	6Y7	12 25	
Grouse Creek	7G1	12 25	Opens July 15. Unavailable if 7G2 is occupied.
Lower Grouse Creek	7G2	12 25	Opens July 15. Unavailable if 7G1 is occupied.
Basin Creek Lake	8B2	12 6	
Basin Creek Stock N	8B3	12 25	Unavailable if 8B4 is occupied.
Basin Creek Stock S	8B4	12 25	Unavailable if 8B3 is occupied.
Nine Mile Meadow	8C2	12 25	
Snake River	8C4	12 6	
Snake Heart Confluence	8C5	12 25	
Snake Hot Springs Stock	8C7	12 25	
Crooked Creek	8C9	12 25	
Shoshone Meadows	8G1	8 8	Llama groups and backpackers only. 1 night limit. NWF. Campsite on Shoshone Lake Trail, not visible from Old Faithful/Bechler Trail. Pit toilet available.
Beaver Creek Meadow	8J2	12 25	2 night limit for more than 15 stock. Opens July 10.
Moose Creek	8M1	8 15	NWF. No stock travel through Geyser Basin – must use North Shoshone Trail to access Lone Star/Bechler trails.
Moose Creek Meadow	8M2	8 15	2 night limit. Pit toilet available. No stock travel through Geyser Basin – must use North Shoshone Trail to access Lone Star/Bechler trails.
Pitchstone	8P1	8 6	Stock use not recommended; water source unpredictable.
Upper Boundary Creek	9A0	12 25	Opens July 15.
Boundary Creek Meadows	9A1	8 16	Opens July 15.
Talus Terrace	9A4	12 25	
Buffalo Lake	9A5	12 25	
Robinson Creek	9A6	8 16	

Campsite Name	Campsite ---Capacity---			Restrictions (NWF = No Wood Fires)
	#	People	Stock	
Three Rivers Meadow	9B0	12	25	2 night limit. NWF. Pit toilet available. Opens August 1.
Trail Spring	9B3	12	25	Opens July 15. 2 night limit. Pit toilet available.
Douglas Knob Meadow	9D3	8	16	1 night limit. Pit toilet available. Opens July 15.
Lower Boundary Creek	9M1	12	25	Opens July 15. 2 night limit. NWF.
Bechler Ford	9M2	12	25	Opens July 15. 2 night limit. NWF. Pit toilet available.
Falls River Cutoff	9U1	12	25	Pit toilet available. Subject to early season closures prior to July 15.
Warm Fork	9U5	8	12	2 night limit. NWF. Subject to early season closures prior to July 15.
Lone Star	OA1	12	10	Pit toilet available.
Summit Lake	OE1	6	6	Multi-party campsite.
Gneiss Creek	WA1	10	20	No off-trail travel.
Gallatin River	WB3	12	25	Not available if WB4 occupied. No off-trail travel. Pit toilet available.
Gallatin River	WB4	12	25	Not available if WB3 occupied. No off-trail travel. Pit toilet available.
Fan Creek	WC3	12	25	Pit toilet available.
North Fork Fan Creek	WC4	12	25	Pit toilet available.
Sportsman Lake Meadow	WD2	12	20	Opens July 15. No off-trail travel. Pit toilet available.
High Lake	WD5	10	5	2 night limit. NWF.
High Lake-Sportsman Jct.	WD6	12	25	Opens July 15. Pit toilet available.
Specimen Creek Junction	WE1	12	10	2 night limit. Pit toilet available.
Black Butte Creek	WF1	10	10	Pit toilet available.
Upper Daily Creek	WF2	10	10	2 night limit. Water may be limited late in season.

#### Trail Closures - 2025

The Yellowstone River Trail remains closed between the Yellowstone River Trailhead and campsite 1Y1.

The bridge across Soda Butte Creek (at the Lamar River trailhead) is closed to stock/llamas.

Campsites on the Lamar River Trail south of Cache Creek may not be reserved for dates prior to July 15 over continued concerns that spring runoff could damage some sections of trail. The trail and campsites are expected to open July 15, but could open earlier if trail assessments are completed and no additional trail work is required.

The Miller Creek Trail between campsites 3M3 and 3M5 will remain closed to stock for the 2025 season. Trail repairs are ongoing. Campsite 3M7 is only accessible via Sunlight Basin.

The Mountain Ash Creek Trail between Bechler Meadows and campsite 9U1 remains closed to stock. Trail crew was able to install equipment which dropped the water level behind the beaver dam, however the trail remains very boggy and is dangerous for stock. Work will continue on this section of trail in 2025 to make it safe for stock.

The Boundary Creek Trail between campsites 9A4 and 9A5 remains closed to stock until trail can be rerouted.

Road construction in 2025-2027 will impact access to trailhead between the Mammoth Terraces and Mount Holmes Trailhead. The Glen Creek Trailhead will be closed in 2025. The Indian Creek Trailhead will be accessible for day use only. Additional information, including possible alternate access to the Fawn Pass and Sportsman Lake Trail from the Mammoth Area will be sent as soon as possible.

**Trails and Campsites opening after July 1**

Due to trail clearing, wet conditions, lingering snowpack, and Bear Management Area regulations some trails and campsites are not open for stock use until after July 1. Please take into consideration the general opening date of the following trails/campsites when making your reservations. Remember that opening dates for all trails may change depending on trail and range conditions, and trail clearing. Opening dates for Bear Management Area (BMA) closures are not weather dependent and are not subject to change.

<u>Trail or campsite</u>	<u>Estimated Opening Date</u>
Electric Pass/Fawn Pass	July 15
Gallatin Campsites WD2, WD5, WD6	July 15
Bighorn Pass	August 1 (in low snow years it may be crossable earlier)
Lamar River Campsites 3L6, 3L9, 3M1, 3M3, 3U1, 3U4, 3F2	July 15 (depending on trail condition assessment)
Republic Pass	July 15
Frost Lake, Canoe Lake, Bootjack Gap, Hoodoo Basin	July 15 (or later depending on snowpack)
Pelican Valley	July 4 (BMA)
Fern Lake/Wapiti Lake area	July 10
Mountain Creek Trail and Eagle Pass	July 15
Trail Creek Trail (between Outlet Lake and Yellowstone River)	July 15 (BMA. Trail may not be cleared until July 20)
Yellowstone River (upper ford at 6B2 and lower ford at 6B1)	August 1 (or later in high water years)
Yellowstone River & Thorofare Creek (near Thorofare Ranger Station)	July 20 (or later in high water years)
South Boundary Trail (S. Entrance to Harebell and trails north to 8C5)	July 10
South Boundary Trail (Yellowstone River to Mariposa Lake)	July 20
South Boundary Trail (Harebell to Mariposa Lake over Big Game Ridge)	July 25
Snake River Canyon	July 25
Two Ocean Plateau	July 25
Heart Lake campsite 8J2	July 10 (occasionally opens earlier)
Bechler Meadows and campsites 9M1, 9M2, 9B3, 9A0, & 9A1	July 15
Bechler Canyon and campsite 9B0	July 15 – trail; August 1 – 9B0.
Upper Boundary Creek and campsites 9A4 & 9A5	July 20 (+/- 5 days)

**ATTACHMENT J – COMMERCIAL STOCK OUTFITTER BACKCOUNTRY CAMPSITE RESERVATION  
CONDITIONS & TRIP REQUEST FORM****COMMERCIAL STOCK OUTFITTER  
BACKCOUNTRY CAMPSITE RESERVATION CONDITIONS 2025****SUBMITTING RESERVATION REQUESTS:**

Please use the "Commercial Backcountry Trip Request" form (YELL-366) and NUMBER each request sequentially with your priority for booking. You can submit trip requests all at once or in batches. We will book up to 10 total reservation requests per outfitter contract prior to April 1 (2 in January, 2 in February, and 6 in March).

You may submit your requests by **mail or email**. You may call in your requests beginning April 25.

**RESERVATION REQUEST SCHEDULE:**

Requests received by 8:00 a.m. on the first day of each booking period will be sorted by priority and processed in a random order within each priority group. Requests received after 8:00 a.m. on the first day of the booking period will be booked in the order received, but after the requests received prior to 8:00 a.m.

**January 10 – February 9: Round 1** – you may book a maximum of 2 trip requests per outfitter contract.

**February 10 – March 9: Round 2** – you may book a maximum of 2 trips (up to 4 total) per outfitter contract.

**March 10 – March 31: Round 3** – you may book a maximum of 6 trips (up to 10 total) per outfitter contract.

**April 1 – April 24:** public reservation period. Requests submitted during this time will be processed April 20.

**April 25 and beyond:** requests accepted by phone, fax, email, or mail. Submit trip requests as needed.

**SPECIAL CONDITIONS:**

**No more than two sites in any single area may be occupied by one company/contract holder on a single night.** A single area refers to a geographic location such as Bechler, Thorofare, etc.

**Stock Use Nights:** Each campsite has a limited amount of annual stock use nights (SUNs). Campsites are closed to additional stock use once the SUN limit is reached. Prior to April 1 we will book up to 75% of the available SUNs at each campsite and no more than half of the available nights each month in order to allow private users an opportunity to make advance reservations. Beginning April 25 any remaining use nights are available first-come, first-serve. We urge you to only submit reservation requests for trips where you have confirmed clients and to give your best estimate of the actual number of stock you expect to take so that we can fully utilize the allotted stock use nights.

**Slough Creek:** A maximum of **3 nights** per outfitter contract may be reserved at Slough Creek campsites in the *Round 1* booking period and a maximum of **6 nights** per outfitter contract may be reserved prior to April 1. Requests for additional nights will be considered beginning April 25. Reservations for outfitter-attended drop-camps at any campsite on Slough Creek cannot be made prior to April 25.

**Mirror Plateau:** Bear management regulations allow the Mirror Plateau campsites 3O1 and 5P7 to be used for a total of only 14 nights between July 1 and August 15. Due to the limited availability, we allow no more than 9 of the 14 nights to be reserved in advance by commercial groups. No more than 3 nights combined at 3O1 and/or 5P7 may be reserved in advance by any one outfitter. Nights in excess of three, if available, may be reserved no more than 48 hours in advance of the first day of your trip.

**Bechler:** Campsite 9B0 may be reserved a maximum of **2 nights** per outfitter contract in *Round 1*, **2 nights** in *Round 2*, and **2 nights** in *Round 3*. Requests for additional nights will be considered beginning April 25.

**Drop Camps:** Reservations can be made for drop camps **ONLY** if the permit is in your name and you or your guide accompanies the party on the entire trip. If you do not plan to leave a guide, the client must obtain the permit or reservation in his or her name. This ensures that the person responsible for the group receives all park regulations and safety warnings. For drop camps in Slough Creek please refer to the section on page 1.

**Campsite Limits & Variance Requests:** Each campsite has limits on the number of people, stock, and consecutive nights of occupancy allowed. Requests for variances to exceed those limits on individual trips may be submitted to the Central Backcountry Office to be considered by the areas district ranger. There is no guarantee that you will receive approval for a variance.

Variance requests should be limited to special, one-time situations and are not a matter of routine. If you request a variance, please provide us with details as to why the variance is needed. Keep in mind that requests for variances may not be approved and that you should list an alternative should your request be denied.

**Early Season Trips & Trail Clearing:** Reservations can be made for trips conducted after June 30, however, please be aware that, although overnight trips are allowed beginning July 1, some trails and campsites may not be open and accessible until later in the month due to wet conditions, trail clearing, and bear management restrictions. **Please refer to individual campsite restrictions and page 4 of the campsite listing for information on opening dates.**

**Closures:** Emergency trail and campsite closures occur throughout the season and may affect your reservations. When this occurs, we will notify you as soon as possible, and whenever feasible, we will make alternate arrangements.

**FEES:** A **\$10 (non-refundable) fee will be charged for each trip reserved.** In addition to the \$10 reservation fee, there is a backcountry permit fee of \$5 per-person, per-night. Fees must be paid 1-day prior to the trip start date and prior to making any changes to the permit (adjusting number of people or length of trip). After the trip has concluded you will be refunded the \$5 per-person, per-night fee for guides and employees.

There is no fee for making amendments other than increasing the number of people or number of nights. There is currently no fee for cancellations made prior to the start date of the trip. **If you fail to cancel a trip not taken prior to the start of the trip the \$5 per-person, per-night fee will not be refunded.**

**In order to operate or obtain reservations, all previous fees must be paid.**

**Confirmations:** Confirmation letters are emailed to you via Recreation.gov at the time the trip is reserved.

**Submit Reservation Requests To:** Backcountry Office  
P.O. Box 168  
Yellowstone National Park, WY 82190  
Phone: (307) 344-2160 or (307) 344-2164 *stock outfitter only line*  
E-mail: Yell\_Backcountry\_Office@nps.gov



### YELLOWSTONE NATIONAL PARK COMMERCIAL BACKCOUNTRY TRIP REQUEST

TRIP PRIORITY # \_\_\_\_\_

Business Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Phone/E-mail \_\_\_\_\_

# of Guests \_\_\_\_\_ # of Guides/Staff \_\_\_\_\_ # of Stock \_\_\_\_\_ # of Boats \_\_\_\_\_

Trailhead In \_\_\_\_\_ Trailhead Out \_\_\_\_\_

<u>Date</u>	<u>Campsite 1st Choice</u>	<u>Campsite 2nd Choice</u>	<u>Comments</u>

If above choices are not available, are you willing to accept changes to your requested itinerary (check all that apply):  
 Similar/Nearby Campsites    
 Reverse Itinerary    
 Alternate Start Date(s): \_\_\_\_\_

**BACKCOUNTRY OFFICE USE:**

Reservation # \_\_\_\_\_ Booked by \_\_\_\_\_ Permit Sent \_\_\_\_\_

Variance Request \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_

Reservation Canceled \_\_\_\_\_ date \_\_\_\_\_ Reservation Amended \_\_\_\_\_ date \_\_\_\_\_

Trip reported to \_\_\_\_\_ ranger \_\_\_\_\_ date \_\_\_\_\_ Notified of amendments \_\_\_\_\_ ranger \_\_\_\_\_ date \_\_\_\_\_

YELL 386 (Rev 1/2020)

**ATTACHMENT K – PESTICIDE USE REQUEST**

PESTICIDE USE REQUEST FORM

To be submitted to the Park IPM Coordinator for the Calendar Year of **2026**

Concessioner:

Contract #:

<b>Pesticide Name</b>	<b>Pest(s) Targeted</b>	<b>EPA Registration #</b>	<b>Check box if product will be used/tracked</b>
OFF! Deep Woods Insect Repellent V	Insects (human use)	4822-167	
Repel Sun & bug Stuff	Insects (human use)	305-43	
Repel Insect Repellent Wipes 30% DEET	Insects (human use)	121-86-305	
Counter Assault Bear Deterrent	Bears	55541-2	
Repel – XP	Flies, mosquitos, ticks	270-150	
Repel – XPe, Fly Spray	Flies, mosquitos, ticks	270-325	
Tri-Tec 14 Fly Repellent	Flies, mosquitos, ticks	270-251	
Bronco Gold Equine Fly Spray	Flies, mosquitos, ticks	270-263	
Bronco Equine Fly Spray (w/ Citronella)	Flies, mosquitos, ticks	270-294	
Bronco Equine <sup>®</sup> Spray (w/ Citronella)	Flies, mosquitos, ticks	270-329	
SWAT Fly Repellent Ointment	Flies, mosquitos, ticks	270-103	

Pyranha Wipe N' Spray	Flies, mosquitos, ticks	21165-45	
Permethrin CDS Pour-On Insecticide	Flies, mosquitos, ticks	11556-170	
Adam's Plus Flea & Tick Mist (llamas)	Flies, mosquitos, ticks	270-307	
Absorbine Ultrashield Ex	Flies, mosquitos, ticks	1543-15	
Terro Ant Killer II, indoor baits	Insects (industrial use)	149-8	
PT Tri-Die Pressurized Dust Insecticide	Insects (industrial use)	499-385	
PT Wasp Freeze II Insecticide	Insects (industrial use)	499-500	
Drione Insecticide	Insects (industrial use)	432-992	
CB-80 Insecticide	Insects (industrial use)	279-3393	
Termidor Foam Termiticide/Insecticide	Insects (industrial use)	499-563	
Termidor SC Termiticide/Insecticide	Insects (industrial use)	7969-210	
Orange Guard Indoor Insecticide Spray	Insects (industrial use)	61887-1	

**ATTACHMENT L – PESTICIDE USE LOG**

PESTICIDE USE LOG FORM

To be submitted to the Park IPM Coordinator for the Calendar Year of **2025**

Concessioner:

Contract #:

<b>Pest(s) Targeted</b>	<b>Pesticide Name</b>	<b>EPA Registration #</b>	<b>Amount Used *</b>	<b>Dates Used **</b>
Insects (human use)	OFF! Deep Woods Insect Repellent V	4822-167		
Insects (human use)	Repel Sun & bug Stuff	305-43		
Insects (human use)	Repel Insect Repellent Wipes 30% DEET	121-86-305		
Bears	Counter Assault Bear Deterrent	55541-2		
Flies, mosquitos, ticks	Repel - XP	270-150		
Flies, mosquitos, ticks	Repel – XPe, Fly Spray	270-325		
Flies, mosquitos, ticks	Tri-Tec 14 Fly Repellent	270-251		
Flies, mosquitos, ticks	Bronco Gold Equine Fly Spray	270-263		
Flies, mosquitos, ticks	Bronco Equine Fly Spray (w/ Citronella)	270-294		
Flies, mosquitos, ticks	Bronco Equine <sup>e</sup> Spray (w/ Citronella)	270-329		
Flies, mosquitos, ticks	SWAT Fly Repellent Ointment	270-103		
Flies, mosquitos, ticks	Pyranha Wipe N' Spray	21165-45		
Flies, mosquitos, ticks	Permethrin CDS Pour-On Insecticide	11556-170		
Flies, mosquitos, ticks	Adam's Plus Flea & Tick Mist (llamas)	270-307		
Flies, mosquitos, ticks	Absorbine Ultrashield Ex	1543-15		
Insects (industrial use)	Terro Ant Killer II, indoor baits	149-8		
Insects (industrial use)	PT Tri-Die Pressurized Dust Insecticide	499-385		

Insects (industrial use)	PT Wasp Freeze II Insecticide	499-500		
Insects (industrial use)	Drione Insecticide	432-992		
Insects (industrial use)	CB-80 Insecticide	279-3393		
Insects (industrial use)	Termidor Foam Termiticide/Insecticide	499-563		
Insects (industrial use)	Termidor SC Termiticide/Insecticide	7969-210		
Insects (industrial use)	Orange Guard Indoor Insecticide Spray	61887-1		

\* If Concentrate is mixed, put in ounces of concentrate used only; not amount of mixed solution. If Ready-To-Use, put in ounces of mixture used from ready-to-use container.

\*\* Dates used will be June – October, the general length of the summer season

**ATTACHMENT M – STATEMENT OF OPERATIONS**

Appendix B  
Rev. 10/16

Yellowstone National Park  
Concessions Contracts for Guided Saddle and Pack Stock Tours  
Statement of Operations

**2025**  
Year of Operation

«FIRST» «LAST»  
«BUSINESS»

Total number of **day trips** into the park \_\_\_\_\_

Total number of guests taking day trips \_\_\_\_\_

Total number of guides taking day trips \_\_\_\_\_

Total number of stock taken on day trips \_\_\_\_\_

Total number of **overnight** trips into the park \_\_\_\_\_

Total nights spent in the park \_\_\_\_\_

Total number of guests taking overnight trips \_\_\_\_\_

Total number of guides taking overnight trips \_\_\_\_\_

Total number of stock taken on overnight trips \_\_\_\_\_

*Please provide cumulative totals for all trips taken during the year. The number of guests, guides, and stock is the total number for all day or overnight trips in the park. For example: 8 head of stock on one day trip plus 7 head on another plus 5 on another equals 20 stock. 2 guides on one overnight trip plus 3 guides on another equals 5 guides total (even if they were the same individuals). Refer to the list of trips accompanying this form. If necessary, return list of trips to the Central Backcountry Office with any corrections or additions.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

Return to Central Backcountry Office – Postmarked no later than December 31