



## United States Department of the Interior




NATIONAL PARK SERVICE  
INTERIOR REGIONS 6, 7, & 8  
1 Denver Federal Center, Building 50  
Denver, CO 80225

In Reply Refer To:  
Commercial Services  
CC-YELL500-26/CC-YELL50S-26/CC-YELL5XX-26

### Memorandum

To: All Parties Interested in the following Prospectuses:

- *A Concession Business Opportunity to Provide Guided Interpretive Oversnow Vehicle Tours and a Skiers Camp within Yellowstone National Park* (Solicitation No. CC-YELL500-26, one Draft Contract)
- *A Concession Business Opportunity to Provide Guided Interpretive Oversnow Vehicle Tours within Yellowstone National Park* (Solicitation No. CC-YELL50S-26, thirteen Draft Contracts)
- *A Concession Business Opportunity to Provide Guided Interpretive Oversnow Vehicle Tours and Transportation within Yellowstone National Park, Grand Teton National Park, and John D. Rockefeller, Jr. Memorial Parkway* (Solicitation No. CC-YELL5XX-26, nine Draft Contracts)

From: Erica Harris, Acting Regional Commercial Services Program Lead 

Subject: Amendment 2 to the Prospectuses and Responses to the Second Round of Questions for Solicitation Nos. CC-YELL500-26, CC-YELL50S-26, and CC-YELL5XX-26

This notice provides responses to the second round of questions received and amends the three Prospectuses for oversnow vehicle tours in Yellowstone National Park that the National Park Service ("Service") issued on June 4, 2025, for Concession Contract Nos. CC-YELL500-26, CC-YELL50S-26, and CC-YELL5XX-26.

### RESPONSES TO QUESTIONS FROM INTERESTED PARTIES

#### Glossary of terms used throughout this document:

- **Commercial Services Guide:** refers to the document that can be found on the Commercial Services website at the following link: [https://www.nps.gov/subjects/concessions/upload/CS-Guide-Final-Ver-3-FINAL-Updated-12-16-21\\_508.pdf](https://www.nps.gov/subjects/concessions/upload/CS-Guide-Final-Ver-3-FINAL-Updated-12-16-21_508.pdf).
- **Concession Facilities:** refers to all Park lands assigned to the Concessioner under the Draft Contract and all real property improvements assigned to or constructed by the Concessioner under the Draft Contract. The United States retains title and ownership to all Concession Facilities.
- **Concessioner:** refers to the new concessioner to be awarded the Draft Contract through this solicitation process.
- **Draft Contract:** refers to the new concession contract to be awarded through this solicitation process.
- **Offeror(s):** refers to the entities that submit a proposal in response to the solicitation for the Draft Contract.

- In addition, throughout this document the Service uses terms defined in the Prospectus documents.

### Part III. Proposal Package

- 1) The updated Offerors Transmittal Letter (OTL) now requires Offerors to identify whether they plan to use a subconcessioner and for which contracts. Why is the Service now requesting this information? How will the Service use the information provided?

**NPS Response:** *Due to the questions received regarding subconcession arrangements in the first round of questions, the Service determined the need to collect this information. The Service will use the information to understand the offeror's plan to meet the minimum use requirements of the Draft Contract. Information regarding an offeror's plans to utilize a subconcessioner will not be directly evaluated as part of any of the selection factors.*

**Related Question:** Can Offerors make decisions about the use of subconcessioners after award? Can an Offeror identify a contract as using a subconcessioner and then after being awarded that contract, change to NOT using a subconcessioner or vice versa? I.e., is this subconcessioner information provided in the OTL binding on the awardee? For how long? We note Offerors may need to make decisions about subconcessioners based on factors such as number of awarded contracts, which companies are still in operation after this competitive process, which companies are still interested in being subconcessioners after this competitive process, and more.

**NPS Response:** *The Service requests information in the Offeror's OTL regarding any proposed use of a subconcessioner to better understand how the Offeror intends to meet the minimum use requirements outlined in the Draft Contract. The Service acknowledges that final decisions about subconcessioners may not be made until after contract award, and that a concessioner is not obligated to engage a subconcessioner, even if such intent was indicated in the OTL.*

- 2) Regarding the new language included in the "Note to Offerors" that has been added to PSF1, PSF2, and SSF1: Is the Service requiring this information from Offerors who plan to use a subconcessioner? Will the Service evaluate and score information provided about how the Offeror will manage and oversee its subconcessioner? If so, how will the Service evaluate this information against other Offerors who are not planning to use a subconcessioner?

**NPS Response:** *No, the Service is not requiring or requesting any information from offerors pertaining to how they will manage their subconcessioners, if applicable. The Service is interested in how the offeror itself will meet the objectives of the selection factors and will not use information related to subconcessioners as part of its evaluation. The Note to Offerors has been amended for clarity in PSF1, PSF2, and SSF1.*

### Part IV. Draft Contract including Contract Exhibits

#### Exhibit B Operating Plan

- 1) Regarding Operating Plan Section 2)C) Evaluations (all prospectuses), do the new contracts require that the concessioner develop a written Environmental Management Program? If yes, please provide details about this requirement. We note that page B-5 of the Operating Plan mentions the "Concessioner's Environmental Management Program (EMP)" as well as "...the concessioner's documented EMP..." but we cannot find any other requirements or references to a written EMP in the Draft Contract or Exhibits.

**NPS Response:** *Commercial Service Guide section 6.9.1 Environmental Management states: Concessioners are responsible for developing and implementing an Environmental Management*

*Program (EMP). The EMP must be appropriate for the nature and size of the operation and must account for the potential environmental aspects of the concession activities.*

*Commercial Services Guide, section 6.9.1.2 Concessioner Documented EMP, states: A written EMP is required for category I and category II contracts in accordance with Section 6(b)(1) of the standard contract. (It should be noted that although category III concessions must still have a “program,” even if it is unwritten, to address the environmental aspects of its operation.*

*Thus:*

- *For CC-YELL500-26, a category II contract with a land assignment within Yellowstone National Park, a documented EMP is required by Draft Contract Section 6(b)(1).*
- *For CC-YELL50S-26 and CC-YELL5XX-26, category III contracts without land assignments, a documented EMP is not required. However, the concessioner is required to develop and implement an EMP, as described in CS Guide sec 6.9.1, and meet the environmental requirements included in Draft Contract, Section 4 and Draft Contract Addendum 1, Section 4.*

- 2) Regarding CC-YELL5XX-26 Operating Plan Section 3)N) OSV Staging and Site Use within John D. Rockefeller, Jr. Memorial Parkway, is this staging area access proportional to the number of contracts? For example, if a concessioner has one contract, would they have less space/use of internal shared space than a concessioner with four contracts?

**NPS Response:** *Yes, staging areas will be assigned proportional to the number of contracts.*

- 3) If the offeror does not have intentions of utilizing the inside shared space for suiting, is there a reduction in site fees?

**NPS Response:** *No, Staging and Site Use fees will remain the same regardless of if a concessioner chooses to utilize all or a portion of the provided amenities.*

## **AMENDMENT 2 TO THE PROSPECTUSES:**

### **Inside Cover (all prospectuses)**

- 1) Under Submission of hardcopy of the Offeror’s Transmittal Letter with wet signature, the following has been added:

*Submitted the hardcopy of the Offeror’s Transmittal Letter with wet signature via mail is preferred. If you wish to deliver the Offeror’s Transmittal Letter in person, you must email [imr\\_concessions@nps.gov](mailto:imr_concessions@nps.gov) to request an appointment in advance of the due date. Building 50 does not have public access.*

### **Proposal Package (all prospectuses, unless noted)**

- 1) In the Offeror’s Transmittal Letter for CC-YELL500-26, the first sentence has been updated as follows (bolded words are added):

*This Proposal Package is for guided interpretive oversnow vehicle tours **and a skiers camp**, Concession Contract number CC-YELL500-26.*

- 2) In the Offeror’s Transmittal Letter for CC-YELL5XX-26, the first sentence has been updated as follows (bolded words are added):

*This Proposal Package is for guided interpretive oversnow vehicle tours **and transportation**, Concession Contract number CC-YELL\_\_\_\_-26.*

- 3) In PSF1, PSF2, and SSF1, the Note to Offerors added as part of Amendment 1 has been updated as follows (bolded words are added):

*Note to Offerors: Offerors should not include commitments on behalf of its subconcession, if applicable. **The Service will not evaluate commitments related to the operations of subconcessioners.***

- 4) Subfactor 4(a), item 2, has been updated as follows (bolded words have been added):

2) *Provide a **complete business credit report** dated within six months of the date of the proposal. **The report must include scores and narratives, and you must submit the full report, not a screenshot of a specific score or specific section of the report. The report must be from a major credit reporting company such as Equifax, Experian, TransUnion, or Dun & Bradstreet. If the Offeror is not yet formed, include a credit report for each Offeror-Guarantor. An unavailability of scores from one major credit reporting company does not eliminate your responsibility to provide a complete business credit report with scores. If an entity is a partnership or joint venture, a complete credit report must be provided for all general partners in a partnership (or deemed partnership, such as husband and wife), and all venturers in a joint venture. If the credit report includes negative information, provide a narrative explanation.***

*Notes to Offeror and/or Offeror-Guarantor:*

*If you cannot obtain a Business Credit Report, **provide an explanation as to why and submit Personal Credit Report for each owner of the Offeror.***

***Legally recognized business entities must submit a Business Credit Report.***

*In the event the Offeror is not yet in existence, submit current credit reports for each Offeror-Guarantor. Submit a Business Credit Report if the Offeror-Guarantor is a business entity. Submit a Personal Credit Report if the Offeror-Guarantor(s) is an individual.*

- 5) In Subfactor 4(c), the following has been added:

*You must respond to Subfactor 4(c), even if you stated and explained a lack of start-up costs in your response to Subfactor 4(b). You must provide compelling documentation of how you will obtain the funds necessary to operate under the Contract.*

### **Business Opportunity (all prospectuses)**

- 1) In the Subconcessions section, add (bolded words have been added):

*The Concessioner may enter into a subconcession contract to offer guided OSV transportation events to visitors by either snowcoach or by snowmobile, but not by both. **The subconcessioner shall be solely responsible for all tours by that type of oversnow vehicle, while the Concessioner shall remain solely responsible for all transportation events using the alternative type of oversnow vehicle.** For example, if the Concessioner intends to provide snowcoach transportation events, it may only enter into a Subconcession contract with an operator to provide snowmobile transportation events or vice versa. All requirements applicable generally to Concessioners under the Draft Contract and its exhibits are also applicable to any Subconcessioner under the Draft Contract.*

### **Part IV, Draft Concession Contract Including Contract Exhibits**

## Draft Concessions Contract (all prospectuses)

1. For CC-YELL500-26, in Sec 17. (c) Subconcession contracts, and for CC-YELL50S-26 and CC-YELL5XX-26, in Sec. 3(d) Subconcession contracts, add (bolded words have been added):  
*Subconcession contracts. The Concessioner may enter into a subcontract with respect to the exercise by others of the privileges granted by this Contract. A subcontractor may provide the services required or authorized in Section 3 of this Contract by either snowcoach or snowmobile, but not by both, **and will be solely responsible for all required or authorized services using that type of oversnow vehicle.** If the Director approves such a subcontract contract, the Concessioner remains solely responsible for all required or authorized services using the other type of oversnow vehicle. Any such subcontract contract will be effective only if and when approved by the Director pursuant to 36 C.F.R. § 51.87, including that the subcontractor is a qualified person as defined in 36 C.F.R. § 51.3. Any such subcontract contract must contain at least the minimum terms required by the Service as set forth in Appendix 1 to this Contract. If the Director approves a proposed subcontract contract, the Concessioner must pay to the Director within 45 days after December 31st each year or portion of year a sum equal to fifty percent (50%) of any and all fees, commissions, or compensation payable to the Concessioner thereunder, other than the subcontractor's payment of franchise fees to the Concessioner. This payment is in addition to the franchise fee payable to the Director on the gross receipts of the subcontractor as provided for in Section 10 of this Contract. The Concessioner may not enter into management agreements with third parties concerning the provision of visitor services required or authorized under this Contract.*