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-CANY0XX-27

Memorandum

To: All Parties Interested in the following Prospectus: *A Concession Business Opportunity to Provide Guided Interpretive Backcountry Vehicle Tours within Canyonlands National Park, Arches National Park, and Glen Canyon National Recreation Area* (Solicitation No. CC-CANY0XX-27)

From: Erica Harris, Acting Regional Commercial Services Program Lead Erica Harris

Subject: Amendment 1 to the Prospectuses and Responses to Questions to Solicitation No. CC-CANY0XX-27

This notice provides responses to questions received and amends the Prospectus for guided interpretive guided interpretive backcountry vehicle tours within Canyonlands National Park (CANY), Arches National Park (ARCH) and Glen Canyon National Recreation Area (GLCA) ("Area") that the National Park Service ("NPS" or "Service") issued on June 1, 2026, for Concession Contract Nos. CC-CANY0XX-27 (3 contracts).

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.
- **Concessioner**: refers to the new concessioner to be awarded the Draft Contract through this solicitation process.
- **Draft Contract**: refers to the new concession contract, inclusive of all exhibits, 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.
- **Area:** refers collectively to Canyonlands National Park (CANY), Arches National Park (ARCH) and the Orange Cliffs Unit of Glen Canyon National Recreation Area (GLCA).
- In addition, throughout this document the Service uses terms defined in the Prospectus documents.

Part I. Business Opportunity

1. Historical Revenue and Franchise Fees. Each existing contract is reported to have a franchise fee of 3% of Gross Receipts or $500, whichever is greater. Yet, there are variances between the

different contracts as well as each contract when dividing the fees paid by revenue collected for each contract. How is the variance and fluctuation in rates paid accounted for? Is there a formula used to calculate remittances that is more complex than a simple 3%? If so, what is that formula?

NPS Response: *See Amendment 1, the Service has updated the Historical Revenue and Franchise Fees charts in the Business Opportunity. Corrections to Historical Revenue reflect updated 2025 figures from Annual Financial Reports (AFRs). Corrections to Historical Franchise Fees paid reflect the exact percentage (%) franchise fee applicable to each of the three Existing Contracts. Regarding the variance observed between reported gross receipts and the franchise fee, each concessioner may have unique deductions from gross receipts that are not subject to franchise fees and reported fees may not reflect annual reconciliation.*

Part II. Proposal Instructions

2. What is needed at this point to be considered in the Prospectus prosses? From what I understood, all that is needed to start this process is the letter (Notice of Intent to Propose)?

NPS Response:

Step 1: Submit a Notice of Intent to Propose
If you plan to submit a proposal in response to this solicitation, you must first notify the Service via email at imr_concessions@nps.gov no later than 4:00 p.m. Mountain Time on the Notice of Intent to Propose date listed in the Inside Cover of the Prospectus (July 31, 2026).

The Notice of Intent to Propose email must state the name of the Offeror, as it intends to submit a proposal, ***and must identify the specific contract(s) for which it intends to submit a proposal.*** *If an Offeror intends to submit proposals for multiple contracts, it may state that in one Notice of Intent to Propose email, but it must clearly identify each contract for which it intends to submit a proposal. The Offeror must send the email notifying the Service of its intent to submit a proposal from the same email account that the Offeror will use to submit the proposal. See Part II Proposal Instructions Section 1)b-f), page 1 for additional information, and the Prospectus Inside Cover for due dates.*

Step 2: Submit An Electronic Proposal.
If you submitted a Notice of Intent to Propose by the deadline, within two weeks you will receive a welcome email message from the Service's Microsoft Teams platform at the email address you provided when you notified the Service of your intent to submit a proposal. You must accept the invitation and create an account before you can access the Teams site to upload your proposal. The Service will not accept proposals submitted in hardcopy or via another electronic platform, including email. See Prospectus Part II Proposal Instructions and Prospectus Part III Proposal Package for details on submitting an Electronic Proposal.

Step 3: Send the original hard copy of the "Offeror's Transmittal Letter" with wet signature.
The hard copy of the Offeror's Transmittal Letter (one for each contract you are bidding on) must arrive before the Hardcopy of Offeror's Transmittal Letter Due date listed in the Inside Cover of the Prospectus (September 8, 2026). The NPS highly encourages you to send this in a way that provides the Offeror a tracking number. Please note the address to use om the Inside Cover of the prospectus when sending Fedex/UPS versus USPS as they are different.

3. Offeror Transmittal Letter. "As there are three (3) contract open, if the intent is to compete for all three (3) contracts rather than a specific contract, in no specific preference, how should this be expressed in the offeror transmittal letter? May we express the following in the Offeror's Transmittal Letter?

   Contracts you most desire for award.
   CC- CANY ______-27
   OR
   CC- CANY ______-27
   OR
   CC- CANY ______-27

   NPS Response: *No, if an Offeror submits proposals for more than one Contract, it must state in the Offeror's Transmittal Letter the specific contracts for which it is applying, the maximum number of contracts it has the capacity to conduct, and list the specific contracts in an order of preference that clearly prioritizes which Concession Contracts it most desires for award.*

4. Will the packet that will be sent to us have instructions and everything needed within it to proceed? Is there anything we can do now before the packet comes to us so that we can spend the time needed on it?

   NPS Response: *The Service no longer prints hard copies of the prospectus. Everything related to the solicitation is posted electronically on this site https://www.nps.gov/subjects/concessions/cc-cany0xx-27.htm. You will also find complete instructions for how to submit an electronic proposal. See Part II Proposal Instruction and Part III Proposal Package as well as the response to Question 1 above.* Open and review every posted file.

5. If questions arise after the solicitation process deadline, how can they be addressed?

   NPS Response: *The Service does not accept questions after the Questions due date.*

Part III. Proposal Package

6. How will the Service evaluate the performance history of the existing concessioners under Principal Selection Factor 3, and what records will be considered?
7. We would like to know if annual evaluations, Safety record, Visitor complaints, Compliance history, and Resource protection efforts will be weighed heavily?
8. How will successful performance under the current contract be considered during evaluation of renewal proposals? With having decades of experience in Moab, how will that history factor into scoring?

   NPS Response to Questions 5, 6 & 7: *The past performance of the Existing Concessioner may be evaluated as part of Principal Selection Factor 3. As stated in the Proposal Instructions, Section 7) Evaluation of Proposals, Part d), "Principal Selection Factor 3. The experience and related background of the Offeror, including the past performance and expertise of the Offeror in providing the same or similar visitor services as those to be provided under the new concession* *contract." Additionally, in accordance with 36 C.F.R. § 51.36, an Existing Concessioner must demonstrate satisfactory performance over the term of its existing contract to qualify for a Right of Preference for the new contract.*

9. For incumbent operators, what proposal elements most clearly distinguish a higher-scoring proposal from one that merely meets minimum requirements?
10. Beyond the minimum contract requirements, what guide training or interpretive enhancements would the Service consider particularly responsive under Principal Selection Factor 1? What earns extra points?
11. Can the Service provide examples of environmental management programs that would be viewed favorably under Secondary Selection Factor 1? Examples: Leave No Trace training, Recycling programs, Reduced idling policies, and Alternative fuels.

NPS Response Questions 8, 9 & 10: *The Service does not provide examples of proposal responses. The Service encourages Offerors to review the Proposal Instructions, including Section 6) Evaluation of Proposal, pages 3-4, and Section 7) Process of Selecting the Best Proposal, page 4; and the NPS document [Tips for a Good Proposal]() available at https://www.nps.gov/subjects/concessions/prospectuses.htm.*

Part IV. Draft Contract including Contract Exhibits

Exhibit B Operating Plan

12. Is (EXHIBIT B OPERATING PLAN) the operation plan you want us to follow?

NPS Response: *Yes, the Draft Contract Exhibit B Operating Plan outlines the required operating conditions for the Concessioner.*

13. Will there be any new interpretive training, certification, or reporting requirements under the new contract that differ from the current contract?

NPS Response: *Yes, See the Business Opportunity, Page 13 and Exhibit B Operating Plan Section 3)D), page B-5 and Section 5)D, page B-24 for information on interpretive requirements. The Service does not provide a summary of changes between the Existing Contract(s) and the Draft Contract(s) and Exhibits. A summary of Reporting Requirements is outlined in Exhibit B Operating Plan Section 7, page B-27.*

14. Are there any changes to approved vehicle types, age limits, accessibility requirements, or emissions requirements compared to the current contract?

NPS Response: *See the Business Opportunity, Page 10 and Exhibit B Operating Plan Section 5)A)2)(b) Vehicles, page B-17. The Service does not provide a summary of changes between the Existing Contract(s) and the Draft Contract(s) and Exhibits.*

15. How will the approval process apply to websites, social media posts, Google ads, blogs, email marketing, and other frequently updated digital content? Will there be any changes to how

concessioners may reference Arches, Canyonlands, or NPS branding in advertising and online marketing?

NPS Response: *See Exhibit B Operating Plan Section 4)D), page B-16. The Concessioner is allowed to reference its activities within Arches National Park, Canyonlands National Park, and Glen Canyon National Recreation Area, provided that marketing efforts that reference the NPS units or use the NPS Authorized Concessioner Mark are exclusively related to the required and authorized services specified in the contract or as authorized in a separate NPS contract(s) for corresponding to those NPS units that may be held by the Concessioner and do not promote activities or services outside the Contract(s). See NPS Authorized Mark Guidelines available at https://www.nps.gov/subjects/concessions/acm.htm.*

16. Will overnight tour allocations, campsite access, and permit availability remain consistent with current operations, or are changes anticipated during the new contract term?

NPS Response: *Overnight Backcountry Permit requirements and limits are identified in Exhibit B Operating Plan Section 5)B)(g), page B-21. See also the Business Opportunity, Day Use Permits and Reservations, page 12, and Park Planning, page 14. Concessioners are required to comply with the terms of park planning documents, including any future revisions to General Management plans or Backcountry Management plan that might occur during the term of the concession contract.*

17. Are there any anticipated changes to cargo-hauling authorizations, routes, or permit requirements during the contract term?

NPS Response: *Cargo hauling requirements are identified in Exhibit B Operating Plan Section 5)C), page B-23. See also response to question #16.*

18. The Draft Contract(s), Exhibit B Operating Plan 4)A) Schedule of Operation, page 13 lists the minimum operating season as March 1 through October 31, although the actual operating season each year varies depending on weather and road conditions and identifies the Concessioner must submit to the Service an annual request identifying its proposed operating season and trip dates. Could you please clarify how this requirement would apply in situations involving extreme environmental conditions, such as excessive heat or poor air quality? Specifically, would the contract permit the temporary suspension or postponement of tours during periods when conditions may pose a risk to visitor health, safety, or overall experience? For example, if extreme summer temperatures or hazardous air quality levels occur in August, would the concessioner have the discretion, with guest safety and comfort as the primary consideration, to modify operations or reschedule tours as necessary? We would appreciate guidance on the National Park Service's expectations and the flexibility available to concessioners in managing such circumstances.

NPS Response: *The Concessioner may make situational adjustments to the minimum operating season with Service coordination and approval. See the Draft Contract, Exhibit B Operating*

Plan, Section 4)A)(1-5), page B-11. The Concessioners must provide various guided tour options to capture different types of visitor demand, and the Concessioner may set and adjust tour dates and hours based on factors such as excessive heat, poor air quality, and considerations to guest safety and comfort. While there is flexibility to coordinate a shorter operating season if conditions warrant, Offerors should base their financial projections on a full season or provide a clear explanation in PSF4 if projections are based on a shorter season.

General Questions

19. May currently owned and approved vehicles and equipment continue to be used under the new contract without modification? This directly affects our cost projections.

NPS Response: *Yes, the Service assumes an Offeror, regardless of being an existing concessioner or new operator, will include its own unique assumptions for vehicle and equipment expenses in developing its financial and investment projections. Offerors should provide a clear explanation in PSF4.*

20. In Principal Selection Factor 4, can the same property be used for multiple contracts?

NPS Response: *Yes. A concessioner may hold multiple contracts and utilize the same personal property (vehicles, equipment, etc.) for operations under each contract as long as they are able to meet operational requirements of each Contract. Offerors should provide a clear explanation in PSF4.*

21. Are there any anticipated increases in insurance limits or additional coverage requirements being considered for the 2027 contract term?

NPS Response: *Refer to Draft Contract Exhibit D Insurance for required coverage types and amounts required for the term of the Draft Contract.*

22. If we have held this contract previously, is an increase in franchise fees during each application period an expected or customary occurrence?

NPS Response: *See page 16 of the Business Opportunity for the minimum franchise fee. Offerors should evaluate their own financial capacity before determining whether to offer a franchise fee higher than the minimum. As stated in the Proposal Package under Principal Selection Factor 5, "The offer of a higher franchise fee than this minimum is generally beneficial to the Service and accordingly will generally result in a higher score under this selection factor; however, consideration of revenue to the United States is subordinate to the objectives of protecting, conserving, and preserving resources of the park area and of providing necessary and appropriate visitor services to the public at reasonable rates."*

23. Regarding annual gross receipts, is there a prorated option available for portions of a tour that take place outside of the park? Additionally, how are tours that combine multiple activities handled for gross receipts reporting purposes? For example, if a tour package includes a national park tour covered under this contract, followed by a rafting excursion on nearby BLM-managed land, would only the portion of receipts attributable to the national park tour be subject to this agreement, or would the entire package be included?

NPS Response: *The term Gross Receipts is defined in the Draft Contract. For the purposes of completing your projections in PSF4 of the proposal, be sure to explain your assumptions clearly in the notes so the NPS clearly understands the proration method and applicable deductions applied. Common deduction or proration methods include an agreed upon percentage allocation, calculation of time spent in the Area relative to the entire tour, or calculation of distance traveled in the Area relative to the entire tour. Out-of-park services that are essential for the in-Area tours, such as transportation, are not deducted from gross receipts.*

AMENDMENT 1 TO THE PROSPECTUSES:

Part I, Business Opportunity

1. Business Opportunity, 2023 – 2025 Historical Revenue Chart, page 17, make the corrections as reflected below in **bold**:

Historical Revenue

The Existing Contract(s) do not contain any requirements regarding minimum or maximum levels of use; therefore, historic revenues reflect the business model of the Existing Concessioner(s) and visitor demand.

The following chart presents the 2023 – 2025 historical revenues for each Existing Contract. The services under the Existing Contracts are similar to those required under the Draft Contract(s).

Contract	2023	2024	2025
CC-CANY022-16	$180,383	$252,731	**$165,594**
CC-CANY024-16	$320,311	$342,168	**$389,179**
CC-CANY025-16	$938,492	$984,174	**$974,719**

2. Business Opportunity, 2023 – 2025 Historical Franchise Fees Paid Chart, page 17, make the corrections as reflected below in **bold**:

Franchise Fees Paid

The following chart presents the 2023 – 2025 franchise fees paid by the Existing Concessioner(s). **Each contract has a percentage franchise fee of Gross Receipts or $500, whichever is greater.**

Contract	Franchise Fee Percentage	2023	2024	2025
CC-CANY022-16	**3%**	$4,510	$6,278	**$4,701**
CC-CANY024-16	**5%**	$16,016	$17,108	**$17,793**
CC-CANY025-16	**4%**	$37,540	$39,367	**$38,989**

Part III. Proposal Package

3. Offeror's Transmittal Letter, page 3. Offers must submit a separate completed Offeror's Transmittal Letter with each Proposal for each of the Concession Contract(s) the Offeror is applying for. Corrections as reflected below in **bold**:

Offeror's Transmittal Letter
(Provide a separate Offeror's Transmittal Letter for each Concession Contract for which you are applying)