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#### 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: CC-GRTE001-27

#### Memorandum

To: All Parties Interested in the Prospectus A Concession Business Opportunity to provide

Lodging, Campgrounds, Food & Beverage, Retail, Marina, and Other Services within

Grand Teton National Park (Solicitation No. CC-GRTE001-27)

From: Erica Harris, Acting Regional Commercial Services Program Lead

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

GRTE001-27

This notice provides responses to questions received and amends the Prospectus for lodging, campgrounds, food & beverage, retail, marina, and other services within Grand Teton National Park that the National Park Service ("Service") issued on September 16, 2025, for Concession Contract No. CC-GRTE001-27.

# SERVICE RESPONSES TO QUESTIONS AND AMENDMENT NO. 1 SOLICITATION # CC-GRTE001-27

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# To: All Recipients of the Prospectus for Concession Contract No. CC-GRTE001-27, to provide lodging, campgrounds, food & beverage, retail, marina, and other services within Grand Teton National Park.

In the Prospectus issued September 16, 2025, the National Park Service ("Service") provided instructions for submitting questions related to the Prospectus and stated it would respond to questions about the Prospectus, as appropriate, if submitted according to the instructions and received by October 14, 2025. Below, the Service has responded to all questions about the Prospectus submitted in accordance with the instructions and received within the allotted time.

In developing this Prospectus, the Service relied on the advice of consultants. The reports, studies, and documents provided to the Service by the consultants are protected by the deliberative process privilege pursuant to the Freedom of Information Act. 5 U.S.C. § 552(b)(5). To the extent the Service

divulges any information contained in those reports, studies, and documents for the purpose of answering the questions submitted in relation to the Prospectus, such disclosure is not a waiver of the deliberative process privilege by the Service with respect to those reports, studies, and documents as a whole, or to any other information contained therein.

#### **Service Responses to Questions on Solicitation # CC-GRTE001-27**

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

**Concessioner**: refers to the new concessioner to be awarded Concession Contract No. CC-GRTE001-27 through this solicitation process.

**Draft Contract**: refers to the new concession contract to be awarded through this solicitation process (Concession Contract No. CC-GRTE001-27).

**Offeror(s):** refers to the persons or entities that submit a proposal in response to the solicitation for the Draft Contract.

Park: refers to Grand Teton National Park.

**Existing Concessioner**: refers to the concessioner operating the Existing Concession Contract No. CC-GRTE001-07.

**QUESTION 1. Elk Island Accessibility Improvements**. Has the ADA project at Elk Island been addressed since the official Grand Teton National Park site visit in 2023?

**SERVICE RESPONSE:** The Service is unable to determine which project this question is referring to.

**QUESTION 2. Joint Use of Warehouse space at Jackson Lake Lodge**. During the official Grand Teton National Park site visit in 2023, it was observed that the warehouse space at Jackson Lake Lodge is jointly utilized by both the National Park Service (NPS) and the Concessioner. The potential relocation of this warehouse was addressed in the Environmental Assessment dated May 18, 2020. Has alternative warehouse space outside of this facility been allocated to the Concessioner, or does the NPS no longer consider this a concern?

**SERVICE RESPONSE:** The warehouse spaces at Jackson Lake Lodge and Colter Bay are only used by the Concessioner. The Environmental Assessment dated May 18, 2020, addressed potential relocation of the Colter Bay Warehouse (FMSS#82854). The Draft Contract, however, does not contemplate relocation of the warehouse, nor does it allocate any alternative warehouse space because the Draft Contract assigns the warehouse to the Concessioner. See Exhibit D (Assigned Land) for further information about assigned buildings.

**QUESTION 3. Insurance Requirements Liability Waivers for Activities**. Is it Liability, or acknowledgment of Risk? Can we be more progressive in collection with electronic methods vs just on paper?

**SERVICE RESPONSE:** Please refer to the Draft Contract, Exhibit B: Operating Plan, Section 4)M)(2)(b)) for the contractual provisions specific to the Service's revised policy on exculpatory agreements. The NPS does not object to the Concessioner's use of electronic methods provided such methods are consistent with applicable state law.

**QUESTION 4. Government Assigned Historic Personal Property**. If all the items in the Brinkerhoff House are the Services, how would/should we go about replacing over time as they are worn, or we want to rent out to a group/event?

**SERVICE RESPONSE:** The Draft Contract, Exhibit E2: Government Assigned Historic Personal Property, contains a list of assigned assets located in the Brinkerhoff Lodge, i.e., furniture, furnishings and artwork, that are subject to historic preservation and curation standards. As described in the Draft Contract, Exhibit H: Maintenance Plan, Sec. 3)O), the Concessioner must take appropriate action in accordance with preservation and curatorial methods to preserve, protect, and properly care for these assets, and if worn, conserved and repaired as necessary to keep it in good and operable condition. Additionally, the Concessioner must also develop Historic Property Plan (HPP) for the preservation, conservation, care, identification, tracking, and monitoring of the government assigned historic personal property. See Draft Contract, Exhibit H: Maintenance, Section 3)O). The Concessioner must ensure special events, including to groups, are managed to protect the historic integrity of the location and assigned historic personal property.

**QUESTION 5. Dark Sky Park Certification**. Has the park already reached the two-thirds of existing park lighting to be compliant with the guidelines for initial Dark Sky Park certification? If so, what is the deadline for the park to reach ninety percent compliance? Has the current GRTE001 concessioner replaced any of the fixtures or lamps to bring more fixtures into compliance since the report was submitted on July 26, 2022? And if so, how many fixtures are now compliant in the locations designated on the table as: Colter Bay Village, Jackson Lake Lodge, Jenny Lake Lodge, South Jenny Lake, and Gros Ventre Campground?

**SERVICE RESPONSE:** No, the park has not yet reached the lighting requirements for initial certification by <u>Dark Sky International</u>. The Service intends to seek certification by 2029. This project is part of an ongoing initiative of the Service to preserve night skies as a natural and cultural resource. The Service does not have more recent information on the number of fixtures from the report dated July 26, 2022, provided in Appendix K. See Draft Contract, Exhibit H: Maintenance Plan, Section 3)B)(7) for Exterior Lighting requirements.

#### PROPOSAL INSTRUCTIONS

**QUESTION 6. Proposal Instructions Header Font.** Can we use a 9pt font in the proposal header so that all titles and numbering fit neatly? Please confirm if 11pt font in the Header and 11pt font in the Footer with FOIA disclosure are mandatory – or if 9 pt font is an acceptable convention.

**SERVICE RESPONSE:** No, Offerors must use 11- or 12- point font for all text within the proposal, including header and footer text. Page margins must be 1 inch. See Proposal Instructions, page 2 (Part II of the Prospectus).

#### PROPOSAL PACKAGE

**QUESTION 7. Principal Selection Factor 2(a), page 11**. What does "complementary experience across outlets" really mean? I am assuming offering food that could be used for guests whether they are dining in the Log Cabin, Tent Cabin, RV or Campsite - however I want to confirm. Or does that mean not offering the same food at the Grocery Store, Coffee Shop, Colter Café, Ranch House?

**SERVICE RESPONSE:** The Service has removed the words "complementary experience across outlets". See the <u>Service Amendments</u> section of this document.

#### **BUSINESS OPPORTUNITY**

QUESTION 8. Guided River Fishing. Why was "guided river fishing" taken out of the draft

contract? Can "guided float trips" cover fishing? Previously, guided fishing trips were subcontracted to West Bank Anglers, but the new contract does not require guided fishing. Is there any plan to subcontract or add drift boats to the Personal Property?

**SERVICE RESPONSE:** No, guided river fishing trips are not allowable under the required service of "guided float trips". The Draft Contract does not permit subconcession or other third-party agreements for the provision of guided river fishing under the Draft Contract. The service of guided river fishing is not required or authorized under the Draft Contract.

**QUESTION 9. Operating Season**. Would the Service consider allowing Concession outlets to open earlier in the season and remain operational later? There appears to be significant demand, as evidenced by the final weekend of the 2025 season being fully booked for lodging.

**SERVICE RESPONSE:** Yes, with Service coordination and approval. See Draft Contract, Exhibit B: Operating Plan, Section 4)A), Schedule of Operation, pages B-2 and B-3 for more information.

The Service cautions a longer operating season is possible, but Offerors should not assume this in developing their proposals. This possibility was not included in the Service's financial projections because the operating season is weather dependent. Any Service approved expansion of the operating season cannot interfere with seasonal park road closures, the timely completion of winterization, and necessary coordination to complete spring reopening requirements.

**QUESTION 10. Brinkerhoff Operating Season**. Is it possible to operate the Brinkerhoff house throughout the year? The scheduled opening and closing dates do not specify this information.

**SERVICE RESPONSE:** Draft Contract, Exhibit B: Operating Plan, Section 5)B)(7)(c) limits the use of the Brinkerhoff Lodge to only occur during the operating season of the Jackson Lake Lodge. See Draft Contract, Exhibit B: Operating Plan, Section 4)A), page B-2 in for Jackson Lake Lodge operating season dates.

**QUESTION 11. Laundry**. Does the onsite Jackson Lake Lodge commercial laundry support the laundry needs for the entire park's operations or is any portion outsourced to another provider?

**SERVICE RESPONSE:** The Service understands the Jackson Lake Lodge commercial laundry to have capacity to support the laundry needs of the Draft Contract.

**QUESTION 12. Café Court Operating Season**. Café Court requires Breakfast. This was not historically the case. Normally open from 11a-10P is this flexibility based on hours or on seasonality?

**SERVICE RESPONSE:** The Service confirms the Concessioner must provide fast casual breakfast, lunch and dinner service at the Café Court outlet. See Draft Contract, Exhibit B: Operating Plan, Section 4)A)(2), page B-3, and Section 5)D), page B-29 for more information on approval of the schedule of operating hours and minimum required service periods.

**QUESTION 13. Brinkerhoff Rates**. I would appreciate clarification regarding the pricing of the Service at Brinkerhoff House, as I was not able to find this information in the materials provided.

**SERVICE RESPONSE:** Special Events at the Brinkerhoff Lodge is a component of Lodging services. The rate approval method for Lodging, and therefore Special Events, is Competitive Market Declaration (CMD).

**QUESTION 14. Quantity & Types of Rental Vessels**. How many canoes and kayaks are currently in inventory, if the required number is an increase over the current numbers. Are other types of vessels other than those identified allowed?

**SERVICE RESPONSE:** As required in Sec. 8 (e) of the Contract, the Concessioner is required in PPIR # 3 to purchase new personal property to renew and expand the Colter Bay Marina rental boat fleet in the first year of the Contract term. Appendix D provides a point-in-time list of the Existing Concessioner's personal property that the Service used in developing PPIR #3. See Draft Contract, Exhibit B: Operating Plan, Section 5)H)(7), Rental Vessels, page B-39. The Concessioner must maintain a maximum fleet of 8 motorboats, 15 canoes and 38 kayaks (single and double mix) for rent at Colter Bay Marina. No other types of vessels other than those identified are allowed.

**QUESTION 15. Boats Guided Lake Fishing**. What is the condition of the boats of guided lake fishing? Are there 2 boats still included in the PP? On the personal property list from existing concessionaire, it only says boat.

**SERVICE RESPONSE:** The Service does not have an assessment of the condition of the Existing Concessioner's personal property. The list provided in Appendix D (Existing Concessioner Personal Property List) is a point in time reference. Offerors must compile and present their own financial projections based on independent assessment, due diligence, and industry knowledge. As explained in the Business Opportunity (Part I of the Prospectus), the Existing Concessioner will not be required to sell or transfer to a successor, and a successor will not be required to purchase from the Existing Concessioner, the Existing Concessioner's personal property associated with the concession operations.

**QUESTION 16. Rafts Guided Float Trips**. Is it still possible to have the smaller 8-person raft and the larger 22pp raft? The PP List only says raft, no sizes.

**SERVICE RESPONSE:** See Draft Contract, Exhibit B: Operating Plan, Section 5)L)(4), Guided Float Trips, page B-43 for more information on passenger capacities for rafts. The Service understands that recent improvements to renovated launch sites do not support 22-person rafts due to their size. Offerors must conduct their own due diligence based on industry knowledge and Draft Contract requirements.

**QUESTION 17. Marina Towing**. Is there still a tow boat at CBV? What is the condition of the boat? On the personal property list from existing concessionaire, it only says boat. Can we charge this service for private boats?

**SERVICE RESPONSE:** Yes, the Existing Concessioner provides a tow boat at the Colter Bay Marina. The Service does not have an assessment of the condition of the Existing Concessioner's personal property. As explained in the Business Opportunity (Part I of the Prospectus), the Existing Concessioner will not be required to sell or transfer to a successor, and a successor will not be required to purchase from the Existing Concessioner, the Existing Concessioner's personal property associated with the concession operations. The Concessioner is required to provide a tow boat and may charge for towing services. See Draft Contract, Exhibit B: Operating Plan, Section 5)H)(2), Marina Services, pages B-36 and B-37 for more information.

**QUESTION 18. Trash Removal**. The Concession must contract 3rd party for trash removal? Can this not be performed by a concessioner?

**SERVICE RESPONSE:** As stated in the Business Opportunity (page 21), the Service will require the Concessioner to contract privately for trash and recycling collection. See Draft Contract, Exhibit B: Operating Plan, Section 4)Q)(1)(a), Utility Responsibility, pageB-22 for more information. The Service assumed in its projections the Concessioner uses a third party for all trash removal and recycling. The Service will not provide trash collection or recycling.

**QUESTION 19. New Campground Electric Sites**. Will they simply adopt the pre-approved rates for electric sites at the Campgrounds?

**SERVICE RESPONSE:** The Service has amended the Rate Method table in the Draft Contract, Exhibit B: Operating Plan, Section 4) B), page B-3 to identify the rate method for Campgrounds as Core/CMD. The Service has also amended the Overview of Rate Methods section in the Business Opportunity on Page 16. See the Service Amendments section of this document.

As set forth in the Business Opportunity Exhibit 6 (page 16), the rate method for all campsites that provide utilities (non-core sites) is Competitive Market Declaration (CMD). This includes utility campsites that will be developed in CFIP #5 and CFIP #6. Under the CMD rate method, once the new utility sites are available, the Concessioner can adjust rates without the specific administration of the Superintendent, but rates are subject to review to ensure they remain comparable to similar services offered outside the Park. See also Business Opportunity, page 10: "Beginning in year 4 of the Draft Contract term, the Service projects revenue will increase after the addition of the electric hookups to 50 existing sites at Gros Ventre Campground (CFIP #5) and the electric hookups to 57 existing sites at Colter Bay Campground (CFIP #6)."

QUESTION 20. Utility add-on. Does the current Concessioner charge guests a utility pass-through?

**SERVICE RESPONSE:** The Existing Contract contains a utility add-on to offset the cost of Service-provided utilities. Under the Draft Contract, the Concessioner cannot apply a utility add-on to rates.

**QUESTION 21. Staffing**. Can any of these roles be combined, or do they have other job responsibilities: Accessibility Coordinator, Historic Preservation Specialist, Safety Officer, and a Facility Manager (overseeing required certified electrician, certified plumber, and a DEQ level 1 utility operator.

**SERVICE RESPONSE:** A Concessioner may choose to combine certain roles while others may require specialized training and experience that make combining roles impractical. The specific requirements for the Accessibility Coordinator, Historic Preservation Specialist, and Facility Manager are located in the Draft Contract, Exhibit H: Maintenance Plan. The specific requirements for the Safety Officer are located in the Draft Contract, Exhibit B: Operating Plan.

**QUESTION 22. Colter Bay Renewal Project**. What is the status of this project considerable impact to the guest for 2 years? Primarily to the Café Court, Ranch House, Grocery Story, Retail Shop, and Marina in the form of less parking as the parking lot parking pattering is transformed and repaired.

**SERVICE RESPONSE:** The Service does not anticipate any significant impact to Concessioner operations as part of the renewal project. The Service is currently in the early planning stages for this project and project planning, scope, funding and timing are not finalized. The Service will work with the Concessioner throughout the planning process on the integration of Service and Concessioner improvements to visitor services and facilities at Colter Bay. The Service will work with the Concessioner to minimize disruptions to concession operations at Colter Bay Village should this project proceed during the term of the Draft Contract.

**QUESTION 23. Bats and Pathogens.** News sources reported potential rabies exposure for guests at Jackson Lake Lodge due to the presence of bats. Could you please provide an update on the current status of bat inhabitation at the lodge? Mice in Tent Village and bats in the Colter Bay Cabins: what is the update on where pest management lies?

**SERVICE RESPONSE:** The Existing Concessioner is working with State of Wyoming Public Health Department and US Public Health to ensure necessary actions are completed. The Draft Contract requires the Concessioner to follow Integrated Pest Management (IPM) Program practices to protect national park resources from pests, while also reducing risks to people and the environment from pests and pest-related management strategies.

**QUESTION 24. Personal Property Employee RVs**. Will the approximately 80 employee RVs be included as part of the personal property transferred to the incoming concessionaire? They do not seem to be in Appendix D, we only see 1 "camping trailer."

**SERVICE RESPONSE:** The Draft Contract requires the Concessioner to provide personal property necessary for its operations, including employee housing. The existing employee trailers are personal property of the Existing Concessioner or property of employees of the Existing Concessioner. As explained in the Business Opportunity (Part I of the Prospectus), the Existing Concessioner will not be required to sell or transfer to a successor, and a successor will not be required to purchase from the Existing Concessioner, the Existing Concessioner's personal property associated with the concession operations.

#### **Financial and Operational Information**

**QUESTION 25. Backcountry Food and Beverage Revenue**. Do the projected revenues for Scenic Boat Tours and Guided Float Trips in Exhibit 7 include Backcountry Food & Beverage revenue? If so, please quantify the amount of Backcountry F&B revenue included within these totals. Projected

Scenic Boat Tour Operating Statistics and Projected Guided Float Trip Operating Statistics: Is the F&B revenue associated with the Float Trips and Boat Tours included within the Exhibit 20 and 21 revenue projections? If it is not included within the provided projections, can the Service please provide historical actuals for 2023, 2024, and 2027 revenue projections?

**SERVICE RESPONSE:** Backcountry Food and Beverage Revenue. The Service does not provide a breakdown of historical actuals for this level of information. The Service included backcountry food and beverage revenue in the Marina and Float Trip department projections, not within the Food and Beverage department as a separate outlet. Yes, backcountry food and beverage revenue associated with Float Trips and Boat Tours is included within the revenue projections show in Exhibits 20 and 21 on page 20 of the Business Opportunity. As such, Appendix B has been amended to remove the Backcountry assumptions lines in the "Operating Assumptions Form". See the Service Amendments section of this document.

**QUESTION 26. Employee Housing and Meals Revenue**. Pease provide additional detail on the projected Employee Housing and Meals revenue, including assumptions used for occupancy, rates, and meal participation.

**SERVICE RESPONSE: Employee Housing and Meals Revenue**. The Service has provided, in the Business Opportunity, all the information it is able to provide regarding employee housing and meals revenue. The Service based its projections on historical revenue from employee housing. The Existing Concessioner charges employees for room and board. Draft Contract, Exhibit B: Operating Plan, Attachment B-1, page B-1-4, provides the following table with information that lists the total number of Concessioner employee housing units and their number of rooms/sites. Maximum occupancy and meal participation numbers are not available.

Location	Number of Rooms/Sites
Colter Bay Campground	7
Colter Bay Employee Area	176
Gros Ventre Campground	9
Jackson Lake Lodge	307
Jenny Lake Campground	1
Jenny Lake Lodge	26
TOTAL	526

**QUESTION 27. Native American Handicrafts.** Please provide historical actuals for 2023, 2024, and 2027 projections for total transactions and average revenue per transaction for Native American handicrafts.

**SERVICE RESPONSE: Native American Handicrafts.** The Service does not have the breakdown of this information.

**QUESTION 28. Revenue Deductions.** Please provide a breakdown of the revenue deductions used to calculate gross receipts, including the individual components (e.g., employee housing and meals, Native American handicrafts, gasoline taxes) and any associated assumptions.

**SERVICE RESPONSE: Revenue Deductions.** The Service has provided historical annual gross revenues by department from 2022 to 2024 on page 31 of the Business Opportunity. The Service

provides this information (gross receipts of the existing concession contract broken out by department for the three most recent years) in accordance with 36 C.F.R. § 51.5(f) to allow for the submission of competitive proposals. The Service does not provide further historical operating statistics, such as a breakdown of the revenue deductions used to calculate gross receipts as this could be considered confidential to the Existing Concessioner.

**QUESTION 29. Other Revenue Category**. Please provide additional detail on what is included in the Other Revenue category, including any ancillary or miscellaneous income streams.

**SERVICE RESPONSE: Other Revenue Category.** In reference to the Business Opportunity, Exhibit 7, Summary of Projected Department Revenues, page 17, "Other" includes miscellaneous revenue from limited vending throughout the Park and automobile lock-out services. The Existing Concessioner charges employees for room and board on a cost-recovery basis.

**QUESTION 30. Marina Operations and Low Water.** How many days of marina operations are lost annually due to low water levels?

**SERVICE RESPONSE: Marina Operations and Low Water.** There is no established number of days of marina operations that are lost annually due to low water levels. However, the Service can report that due to the pandemic, there were no boat tours in 2020. In 2021, some cruises operated with limited capacity due to the pandemic, and marina services closed earlier than normal due to low water from the drawdown of Jackson Lake. Due to low lake levels, there were no marina services offered in 2022. In its revenue assumptions, the Service assumes the possibility of disruptions to marina services and day use visitation at Colter Bay Village due to low lake water levels in certain years. Service revenue projections assume a 25% percentage reduction in annual marina services revenue, which is equivalent to assuming that lake water levels will be too low for marina and boat tour operations for three to four years during the 15-year term of the Draft Contract. Additionally, Service projections assume reductions to day-use visitation at Colter Bay Village also account for the possibility of reduced day-use demand in some years due to low lake water levels and reduced marina services during the term of the Draft Contract. See Revenue Assumptions and Potential Impact Issues sections of the Business Opportunity for additional information.

**QUESTION 31. Rental Boat, Canoe, and Kayak Revenue**. Please confirm the occupancy rate assumptions used to project Rental Boat, Canoe, and Kayak revenue.

**SERVICE RESPONSE: Rental Boat, Canoe, and Kayak Revenue.** The Service does not have occupancy rate information for rental boat, canoe, and kayak revenue. However, the Service based its revenue projections on historic marina services revenue and assumptions related to the Personal Property Improvement Requirement # 3 (Expansion of Rental Boat Fleet). See the Business Opportunity, Exhibit 19, Projected Marina Services Operating Statistics, Line 3 (Rental Boat, Canoe, Kayak Revenue,) page 20, and Expansion of Rental Boat Fleet (PPIR #3), page 28.

**QUESTION 32. Jenny Lake Retail.** Do the revenue projections for the Jenny Lake concession store consider potential lost revenue from the pop-up retail competition outside? Is the pop-up store operating during the full season?

**SERVICE RESPONSE: Jenny Lake Retail.** Yes, the Service considered competition in the operation of retail at Jenny Lake. Service allowance of the pop-up store, including its scope and season, is subject to change.

**QUESTION 33. Fuel sales.** Please provide the projected split of gas sales between the Jenny Lake Lodge and Colter Bay service stations.

**SERVICE RESPONSE: Fuel sales.** The Service does not have a breakdown of projected fuel sales split between the Jackson Lake Lodge and Colter Bay Village service stations.

**QUESTION 34. Brinkerhoff Lodge Revenue.** Does the revenue provided within the Business Opportunity for conference room catering/banquets include the Brinkerhoff Lodge? If not, please provide historical actuals for 2023, 2024, and 2027 projections for revenue associated with the Brinkerhoff Lodge. Please provide additional detail on the projected catering and banquet revenue, broken down by facility (e.g., Jackson Lake Lodge, Colter Bay Village, Jenny Lake Lodge).

**SERVICE RESPONSE: Brinkerhoff Lodge Revenue.** See Business Opportunity, Exhibit 16, page 19. No, the Service projections provided within the Business Opportunity do not include the Brinkerhoff Lodge. The Service was unable to project revenue for this location given there are no historic actuals for revenue associated with the Brinkerhoff Lodge because the facility will be newly assigned in the Draft Contract. In establishing the minimum franchise fee for the Draft Contract, the Service assumed the Brinkerhoff would operate at a loss. While the Service assumed the Concessioner would be able to cover its operating expenses for special events at the Brinkerhoff Lodge through special event revenue, the Service assumed increased expenses related to maintaining the Brinkerhoff Lodge. The Service does not have the breakdown of projected banquet and catering revenue by facility (e.g., Jackson Lake Lodge, Colter Bay Village, Jenny Lake Lodge).

**QUESTION 35. Operating Assumptions form within Appendix A1 Marina**. The Operating Assumptions form within Appendix A1 includes Number of Slips, Months Open, Available Slip Months, Occupancy Slip Months, and Average Monthly Rate, but the Business Opportunity does not include any historicals/projections. Please provide historical actuals for 2023, 2024, and 2027 projections for number of slips, months open, available slip months, occupancy slip months, and average daily rates for Slip & Buoy Rentals, Rental Boats, Canoe, Kayak, and Interpretive Kayak Tours.

**SERVICE RESPONSE:** Operating Assumptions form within Appendix A1 Marina. Since these topics were not addressed on the Appendix A1 forms, the Service assumed the question was meant to reference Appendix B Proposal Package PSF4 Excel Forms. See the Business Opportunity, Marina Services, page 13. "The Colter Bay Marina has 84 rental slips and 49 mooring buoys and six end ties. Historically, marina slips and storage spaces have been fully occupied." See Draft Contract, Exhibit B: Operating Plan, Section 4)A)(1), pages B-2 in for schedule of operation. Marina services start to come online on the last Friday prior to Memorial Day and are open through the third Sunday in September, subject to change based upon lake level and water conditions. The Service does not provide historic actuals for this level of information and instead provides historic revenue by department. See the Business Opportunity, Exhibit 30, Existing Contract GRTE001 – Historical Gross Revenues by Department, page 31. Regarding projections, see the Business Opportunity, Exhibit 19 Projected Marina Services Operating Statistics, Line 3 (Rental Boat, Canoe, Kayak Revenue), page 20.

**QUESTION 36.** Operating Assumptions form within Appendix A1 Backcountry. The Operating Assumptions form within Appendix A1 includes total covers and average check for Backcountry, but the Business Opportunity does not include any historical/projections. Please provide historical actuals for 2023, 2024, and 2027 projections for covers, average check, and revenue for Backcountry.

**SERVICE RESPONSE: Operating Assumptions form within Appendix A1 Backcountry.** Since these topics were not addressed on the Appendix A1 forms, the Service assumed the question was meant to reference Appendix B Proposal Package PSF4 Excel Forms. The Service does not provide historic actuals for this level of information and instead provides historic revenue by department. See the Business Opportunity, Exhibit 30, Existing Contract GRTE001 – Historical Gross Revenues by Department, page 31. See also response to Question 25. The Service included backcountry food and beverage revenue in the Marina and Float Trip department projections, not within the Food and Beverage department as a separate outlet. Yes, backcountry food and beverage revenue associated with Float Trips and Boat Tours is included within the revenue projections show in Exhibits 20 and 21 on page 20 of the Business Opportunity. As such, Appendix B has been amended to remove the Backcountry assumptions lines in the "Operating Assumptions Form". See the Service Amendments section of this document.

**QUESTION 37. Portable Retail or F&B Services.** Is the Concessioner authorized for any portable retail or F&B services? (Food trucks, coffee carts, retail vans, etc.) If so, what are the parameters for location, operation hours, and types of service?

**SERVICE RESPONSE:** Yes, the Concessioner may operate the Coffee Cart at Jackson Lake Lodge until the completion of CFIP #8, Convert Retail Area within Jackson Lake Lodge to a New Food Service Outlet, at which time the Service may discontinue the service. Additionally, as required under the personal property improvement requirement in PPIR #2, the Concessioner must operate a beverage cart on the Jackson Lake Lodge terrace after the completion of the new kitchen for the Blue Heron Lounge (CFIP #7). See the Business Opportunity, page 28, and Draft Contract, Exhibit B: Operating Plan, Section 5(D)(13), page B-32 for more information. See also response to Question 42 regarding bear spray rentals through vending. The Service has no plans to approve additional portable or mobile retail or food and beverage services and locations.

**QUESTION 38. CFIP Investment.** If the CFIP project estimate exceeds the established budget, will the NPS allow an increase in Leasehold Surrender Interest (LSI) to reflect the higher cost? If not, will NPS collaborate with the Concessioner to adjust the project scope to remain within budget, or will NPS cap the required concessioner investment at the budgeted amount to reduce concessioner financial risk?

If construction of roofs needs to be completed in accordance with the fire suppression system enhancements for CFIP #1, will the roofs be covered as part of the component renewal reserve?

**SERVICE RESPONSE:** In response to the first part of the question, the Service will work with the Concessioner to review estimated costs and adjust specific projects on a case-by-case basis to avoid the Concessioner exceeding the overall Concession Facilities Improvement Program projects (CFIP) cap as described in Section 9(d)(1) of the Draft Contract. Section 1 of the Draft Contract states, "If the Concessioner fails to complete this program to the satisfaction of the Director within the time specified, then this Contract shall be for the term of eight years until its expiration on December 31, 2034. The

Director may extend this shortened term (but not beyond the original date of expiration of this Contract) in circumstances where the Director determines that the delay resulted from events beyond the control of the Concessioner."

In response to the second part of the question, the Service notes, it is unclear what roofs this question refers to. The Service assumed that most of the real property investments included in CFIP #1 are likely to result in LSI. However, generally, items eligible under the component renewal work type are eligible to be paid for with CRR funds.

**QUESTION 39. CFIP New Electric Hookups.** Is the Concessioner responsible for putting in the electrical infrastructure downstream of transformers? Is there capacity with the current medium voltage including transformers, to install power into the 50 and 57 sites within CFIP #5 and CFIP #6?. We need to add electric hook ups at Colter Employee RV, Gros Ventre, and Colter Bay Campground. Are those hook ups 30 amp or 50 amp (both or either)?

**SERVICE RESPONSE:** Per the terms of the Draft Contract and Concession Facilities Improvement Program, the Concessioner will be responsible for adding electrical service to campsites at Colter Bay Campground, Colter Bay Employee Housing Area, and Gros Ventre Campground. New Colter Employee RV sites are planned as 50 amp hookups. New Colter Bay Campground electrified sites are planned as 50 amp hookups. New Gros Ventre Campground electrified sites are planned as a mix of 50 amp hookups and 30 amp hookups.

As described in the Draft Contract and Exhibits A, H, F1 and F2, the Concessioner is responsible for all aspects of project development and implementation. As part of project development, the Concessioner must confirm with the utility provider what updates are required, including modifications to the transformer to complete utility runs, connections and capacities. Full design, code compliance, and stamped construction documents are required for the sites and related utilities.

**QUESTION 40. Construction of New Employee Housing at Jackson Lake Lodge.** Will the construction of new employee housing be built on vacant land that is currently not in use, or will it be replacing existing housing units?

Please provide the sample layout drawings of the two historic residence types.

**SERVICE RESPONSE:** Construction of new employee housing at Jackson Lake Lodge (CFIP #2) will occur on vacant land within the existing employee housing area that is not currently used as employee housing. These new units will be in addition to existing housing units. See Appendix H for Service-provided sample floor plans for the new employee housing at Jackson Lake Lodge (CFIP #2).

**QUESTION 41. Tour Boats with Improved Accessibility (PPIR #1).** The \$1,963,000 - \$3,000,000 price tag for 2 new tour boats is a large difference. With all the mandatory inclusions, this could go higher. Are there any other considerations regarding the tour boats we should be aware of? Do the Designs for the tour boats need to be approved by both NPS and Coast Guard? Can the tour boat be designed for minimal water displacement to allow for longer life when water is low?

**SERVICE RESPONSE:** The \$1,963,000 estimate shown in Exhibit 27 of the Business Opportunity on page 28 is the projected additional personal property investment for the cost of two new 38-49 passenger

boats with accessibility upgrades. This estimate is based on the assumption the Concessioner has acquired temporary tour boats as part of its initial Personal Property Investment of \$19,500,000 (See Business Opportunity Exhibit 24 on page 23). The Service, working with professional consultants, prepared cost estimates based on the industry information available at the time.

The Service expects the Concessioner to do its own due diligence and use industry information to verify the maximum boat size (length, width, draft) for the Colter Bay Marina and determine if tour boats can be designed for minimal water displacement to allow for longer life when water is low while also addressing other specifications. New boats are subject to U.S. Coast Guard (USCG) and Service approval. See Business Opportunity, page 28, Draft Contract, Sec. 8 (e), and Draft Contract, Exhibit B: Operating Plan, Section 5(I)(7), page B-41 for more information.

**QUESTION 42. Bear Spray Rental Property and Inventory (PPIR #4).** The Draft Contract stipulates that the Concessioner must provide bear spray rental services at Jackson Lake Lodge, Colter Bay Village, and the Jenny Lake Store. Inventory and equipment for this service are included in the estimated initial investment. It has been observed that there is a bear spray rental kiosk at Jenny Lake. Does the Service consider the kiosk an acceptable method for fulfilling the requirement to offer bear spray rentals, or if rentals are specifically expected to be available inside the store?

**SERVICE RESPONSE:** The Service may consider proposals for bear spray rental via vending sources to augment in-person rentals at retail locations. See Draft Contract, Exhibit B: Operating Plan, Sections 5 (E)(3)(o), Vending Sources and 5 (E)(3)(4), Bear Spray Rental, page, B-35, for more information.

#### DRAFT CONTRACT

**QUESTION 43. Intellectual Property.** Please confirm that the intellectual property licensed marks listed in Exhibit K are owned by the NPS.

**SERVICE RESPONSE:** The NPS owns most of the licensed marks listed in Exhibit K. The Existing Concessioner and the NPS are in the process of transferring the remaining marks to the NPS. All the marks listed in Exhibit K will be available to the Concessioner for use in the Draft Contract.

**QUESTION 44. Right of Entry.** Right of entry at any time. Isn't there normally a 12 - 24 - 48-hour notice for right of entry unless it is Ranger Related?

**SERVICE RESPONSE:** Per the Draft Contract, Sec. 8 (d), Right of Entry, "The Director shall have the right at any time to enter upon or into the Concession Facilities assigned to the Concessioner under this Contract for any purpose he may deem necessary for the administration of the Area."

#### **EXHIBIT B - DRAFT OPERATING PLAN**

**QUESTION 45. Straws**. We read a stipulation that concessioners can't use paper straws but can use

plastic according to the EO. Can we procure paper straws regardless and have both available? What if we only ordered paper straws? Would this be violating the EO?

**SERVICE RESPONSE:** As stated in Draft Contract, Exhibit B: Operating Plan, Section 1), "Notwithstanding any other provisions of this Operating Plan, the Concessioner is not banned from and will not be penalized for using plastic straws in its operations under the Contract. The Concessioner may not use paper straws in its operations under the Contract."

**QUESTION 46. Elk Island and Backcountry Food and Beverage**. Are there any existing cooking equipment or facilities present on Elk Island? Is there a limit to fuel type used for the back country meals? Is the use of open flames, liquid fueled or wood, permitted for cooking?

**SERVICE RESPONSE:** The assigned area at Elk Island contains a meal site with cooking grills and picnic tables both of which are the Existing Concessioner's personal property. The Concessioner must use portable propane grills or developed fire rings and may not use other open flames or liquid fuel for cooking.

#### **EXHIBIT H - DRAFT MAINTENANCE PLAN**

**QUESTION 47. Environmental Studies.** Is there an environmental study or any known contaminants in any of the building materials or piping to include underground civil utility piping systems.

**SERVICE RESPONSE:** The Service is unaware of any environmental study listing known contaminants in building materials or piping, including underground civil utility piping systems.

**QUESTION 48. Maintenance and Service Records.** Are there maintenance and service records available for the buildings and mechanical, electrical and plumbing systems.

**SERVICE RESPONSE:** The Service does not have service and maintenance records for buildings and mechanical, electrical and plumbing systems. See Draft Contract, Exhibit J: Transition, Sec. 2(f), Other Information and Reports for maintenance information the Concessioner may receive as part of transition.

**QUESTION 49. Fuel Storage Tanks.** All fuel stations have underground storage tanks. When was the most recent environmental study conducted on these tanks? If future leaks are found, who is responsible for repairs and remediation? Can the Service please clarify why the concrete pads at the service stations are currently in disrepair and have not been included in the Deferred Maintenance Schedule?

**SERVICE RESPONSE:** Fuel underground storage (UST) tanks were evaluated in 2018 when the Service conducted a "point in time" Comprehensive Condition Assessment of all Concession Facilities. The Service is unaware of any leaks. The Concessioner is responsible for repairs and remediation in accordance with the Draft Contract as well as meeting all legal requirements, to include inspection, with Wyoming Department of Environmental Quality and other regulatory

agencies. While the Service will not speculate on the current condition of the concrete pads at the service stations, Offerors are reminded Appendix F (Maintenance Plan Work Order Supplement Table) is a point-in-time list of work orders, and during the first year of the Contract, the Service will work with the Concessioner to develop a prioritized and comprehensive list of DM task orders.

**QUESTION 50. Electrical.** There are two electricity generators located at the northeast corner of Jackson Lake Lodge. Are these permanent and are they the responsibility of the Concessioner? Are there air permits for them? Why are they needed and what do they power?

**SERVICE RESPONSE:** There is one backup generator located at the north end of Jackson Lake Lodge. Yes, this is the responsibility of the concessioner to maintain. The Service is not aware of any air permit requirements for backup generators. The Service does not have detailed information on what the backup generator powers during periodic power outages. However, the Service understands this generator to provide some minimal backup power to Jackson Lake Lodge.

**QUESTION 51. Sewage.** Can the Service provide copies of all permits held by the current Concessioner related to the management of sewage systems in the park?

**SERVICE RESPONSE:** The Service manages most wastewater systems within the park. The Existing Concessioner does not retain permits related to the management of wastewater systems within the park. See Draft Contract, Exhibit J: Transition, Sec. 2 for information the Concessioner may request as part of transition.

**QUESTION 52. Hazardous Substances.** Can the Service provide an inventory of all fuel tanks within the concession land assignment?

**SERVICE RESPONSE:** See Draft Contract, Exhibit D: Assigned Land and Real Property Improvements (Concession Facilities), and specifically, Colter Bay Marina Fuel System (FMSS# 249656), Colter Bay Convenience Store Fuel System (FMSSS# 249657), and Jackson Lake Lodge Service Station Fuel System (FMSS# 249636).

**QUESTION 53. Use of Recycled Products.** Are recycled and recyclable containers an acceptable substitute for compostable materials for F&B disposables?

**SERVICE RESPONSE:** Recycled and recyclable containers are generally not acceptable substitutes for compostable materials for food and beverage (F&B) disposables because of public health standards for food service packaging and what could be local requirements for recycling and composting programs. The Concessioner may conduct its own due diligence on acceptable alternatives to compostable products that meet public health standards and recycling services offered by a collection service provider.

QUESTION 54. Environmentally Safe Products. What is the "Green Purchasing Program?"

**SERVICE RESPONSE:** The Service has removed the Green Purchasing Program requirement from the Exhibit H: Maintenance Plan, Sec. 3)F)(4), Page H-17. See the <u>Service Amendments</u> section of

**QUESTION 55. Electric Vehicles**. Neither the business opportunity document (page 7) nor the contract (page 4) mentions public electric vehicle charging as an authorized service. Will the Concessioner be permitted to install and require guest payment for electric vehicle charging stations within the park?

Does electric vehicle charging infrastructure exist in the park for concession fleet vehicles? If not, will the Service permit it to be installed in the concession land assignment?

**SERVICE RESPONSE:** There is no electric vehicle charging infrastructure in the park for concession fleet vehicles and the Service has no plans to allow the Concessioner to install such infrastructure. Likewise, the Service has no plans to allow the Concessioner to install electric vehicle chargers for public use.

#### SERVICE AMENDMENTS

#### 1) Prospectus Inside Cover

The due date for Electronic Proposals is changed to 1/8/2026. The due date for the Hardcopy of the Offeror's Transmittal Letter is changed to 1/15/2026.

### 2) Proposal Package Subfactor 2(a) Food and Beverage Operations at Jackson Lake Lodge and Colter Bay Village, Page 11

#### Delete the following, in its entirety:

"Describe your integrated food and beverage strategy for the Jackson Lake Lodge and Colter Bay Village areas, with a focus on providing complementary experiences across outlets, diverse options and price points, operational efficiencies, and remaining responsive to trends and visitor feedback."

#### Replace with the following:

"Describe your integrated food and beverage strategy for the Jackson Lake Lodge and Colter Bay Village areas, with a focus on providing diverse options and price points, operational efficiencies, and remaining responsive to trends and visitor feedback."

#### 3) Appendix B Proposal Package PSF4 Excel Forms, Operating Assumptions Form

#### Food & Beverage: Delete 'Backcountry' lines 94-97:

Backcountry
Total Covers
Average Check

**Subtotal Revenue** 

#### 4) Business Opportunity, page 16. Overview of Rate Methods

#### Delete the first sentence in its entirety:

Under the Draft Contract, the rate method for all visitor services, excluding campgrounds featuring utility hookups, certain food and beverage outlets, and retail visitor convenience items, is Competitive Market Declaration (CMD).

#### Replace with the following:

Under the Draft Contract, the rate method for all visitor services, excluding non-utility campsites, certain food and beverage outlets, and retail visitor convenience items, is Competitive Market Declaration (CMD).

## 5) Draft Contract, Sec. 11(a)(1), page 18. Delete the first sentence in its entirety.

(1) For the term of this Contract, the Concessioner shall pay to the Director for the privileges granted under this Contract a franchise fee equal as set out below for the preceding year or portion of a year

(with each such year commencing on January 1).

#### Replace with the following:

(1) For the term of this Contract, the Concessioner shall pay to the Director for the privileges granted under this Contract a franchise fee as set out below for the preceding year or portion of a year (with each such year commencing on January 1).

# Draft Contract, Sec. 11(b)(1), page 18. Delete the following in its entirey.

(1) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that the Director shall receive payment within fifteen (15) days after the last day of each month that the Concessioner operates. This monthly payment shall include the franchise fee equal to the specified percentage of gross receipts for the preceding month. This monthly payment shall include the franchise fee equal to the specified percentage of gross receipts for the preceding month. The Concessioner must calculate the monthly franchise fee payments based on the cumulative gross receipts for the year starting from January 1 and ending on the last day of December so that the payments reflect the graduated franchise fee as set forth in subsection (a) above.

#### Replace with the following:

(1) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that the Director shall receive payment within fifteen (15) days after the last day of each month that the Concessioner operates. This monthly payment shall include the franchise fee equal to the specified percentage of gross receipts for the preceding month. The Concessioner must calculate the monthly franchise fee payments based on the cumulative gross receipts for the year starting from January 1 and ending on the last day of December so that the payments reflect the graduated franchise fee as set forth in subsection (a) above.

#### 6) Draft Contract, Exhibit B: Operating Plan, Sec 4) B), page B-3. Approved Rate Method Table

#### **Delete the following Campground line in its entirety:**

Service	Approved Rate Method
Campgrounds	Core

#### Replace with the following Campground line:

Service	Approved Rate Method
Campgrounds	Core/CMD

#### 7) Draft Contract, Exhibit H: Maintenance Plan, Sec. 3)F)(4) Page H-17

#### Delete the following, in its entirety:

(4) "Environmentally Safe Products. Where practical, the Concessioner will use environmentally safe "green" products and practices that enhance sustainable operations and development and promote the use of recycled oils, tires (re-treads), construction materials, etc. The Concessioner will develop a list of "green" products and acceptable alternatives for use in all operations concerned with auto fleet lubricants and coolants, chemical additives to toilets, and construction materials. The list will be made

available for Service review. The Concessioner will maintain membership in the Green Purchasing Program or equivalent to secure industry expertise in environmentally responsible purchasing."

#### Replace with the following:

(4) "Environmentally Safe Products. Where practical, the Concessioner will use environmentally safe "green" products and practices that enhance sustainable operations and development and promote the use of recycled oils, tires (re-treads), construction materials, etc. The Concessioner will develop a list of "green" products and acceptable alternatives for use in all operations concerned with auto fleet lubricants and coolants, chemical additives to toilets, and construction materials. The list will be made available for Service review."