



# United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, N.W.

Washington, D.C. 20240

IN REPLY REFERENCE TO:

**MAR 23 2010**

(2410)

Policy Memorandum 2010-01

To: Regional Directors

From: Deputy Director, Operations

Subject: Establishment of a Commercial Services Program Debriefing Policy

In order to assist potential offerors to improve future concession contract proposals, the Commercial Services Program has developed a Debriefing Policy. The debriefing of offerors follows the National Park Service evaluation of an offeror's proposal for a new concession contract.

The attached policy will be used when responding to a request in writing for a debriefing, either a pre- or post-award. For all WASO-level contracts, proposed responses must be submitted to the WASO Commercial Services Program for review before transmitting them to the requesting offeror.

For further information, please contact Jo A. Pendry, Chief, Commercial Services Program, at 202/513-7156 or Debra Hecox, Planning and Development Branch Chief, Commercial Services Program at 303/987-6910.

Attachment

**Procedures for Debriefing Offerors  
Do not release under FOIA**

**NATIONAL PARK SERVICE  
CONCESSION PROGRAM POLICY FOR  
DEBRIEFING OFFERORS  
SUBMITTING CONCESSION CONTRACT PROPOSALS**

**Background**

The purpose of National Park Service (NPS) concession contracts is to authorize persons (concessioners) to provide visitor services in park areas. NPS concession contracts are a unique type of Federal government contract that are solicited, awarded and administered under specific congressional legislative authority, that of the National Park Service Concessions Management Improvement Act of 1998, 16 U.S.C. §5951 et seq. (“1998 Concessions Act”).

The 1998 Concessions Act and its implementing regulations (36 CFR Part 51) do not specifically address debriefings of offerors submitting proposals for contracts. In order to assist potential offerors to improve future proposals, the NPS will, in accordance with these procedures, provide offerors with an opportunity for a debriefing, either a pre- or post-award, regarding the NPS evaluation of an offeror’s proposal.

A debriefing is not an opportunity for negotiation, amendment, supplementation or reevaluation of any proposal.

Regional Chiefs of Commercial Services have the primary responsibility for responding to requests for debriefings and must submit proposed responses for WASO-level contracts to the WASO Commercial Services Program for review before transmitting them to the requesting offeror. The review by WASO will occur following the legal review of the proposed responses by the regional or field Office of the Solicitor.

**Key Process Steps**

In accordance with the 1998 Concessions Act and 36 CFR Part 51, NPS concession contracts are not awarded until after the following process is completed:

- Selection: announcement that the NPS selected the best proposal that was timely submitted and responsive;
- Finalization: the appropriate elements of the best proposal are incorporated into the concession contract;
- Execution: selected offeror signs the concession contract.
- Waiting Period: submission to certain committees of Congress for 60 days (if the contract is more than 10 years in duration or with anticipated annual gross receipts in excess of \$5 million); and
- Award: NPS Director signs the concession contract.

In the event the selected offeror does not sign the contract, the NPS may select another responsive proposal or may cancel the selection and re-solicit the concession contract. Consequently, the competitive process is still active until the award of the concession contract by the NPS.

Disclosure of information concerning aspects of the selection decision prior to contract award might have an adverse impact upon the contract award. Even after contract award, undue disclosure of information

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concerning the selection decision and the contract award may have an adverse effect upon competition for other concession contracts, and may risk violations of law or agency regulation.

For example, information submitted by offerors in response to a concession contract solicitation may contain commercial or financial information that is protected by applicable law from public disclosure. Consequently, careful consideration must be given in preparing any debriefing in order to avoid disclosure of protected information.

Providing a debriefing does not affect the ability of individuals to request documents relating to the solicitation and selection process under the Freedom of Information Act (FOIA). Any FOIA requests should be processed in accordance with FOIA procedures with the assistance of the applicable FOIA officer.

**Use of These Procedures**

These procedures are implemented to provide debriefings to offerors who have submitted proposals for concession contracts.

In general, the following steps will be taken:

- provide notice to offerors in the prospectus proposal instructions that there is the availability to request in writing either a pre- or post-award debriefing;
- retain copies of all written notices and correspondence from offerors regarding the debriefing;
- prepare a debriefing in writing only (the Regional Chiefs of Commercial Services or equivalent, or his or her designee should prepare the debriefing) using the evaluation document as the source of information provided; and
- retain a copy of any written debriefing.

**Timing of Debriefings**

Debriefing Requests: Offerors may request either a pre- or post-award debriefing, but not later than 14 calendar days from receiving a Notification of Selection/Non-Selection letter. In special circumstances, the NPS, at its discretion, may provide a pre- or post-award debriefing if any offeror makes a non-timely request for a debriefing.

Pre-award Debriefings: A pre-award debriefing occurs after selection of the best proposal, but before the award of the concession contract. If a pre-award debriefing is requested in writing by an offeror within 14 calendar days from receiving a Notification of Selection/Non-Selection letter, the NPS will make every effort to debrief the offeror as soon as practicable after receipt of the request. Circumstances, however, may cause the debriefing to be delayed until after the contract award. If the debriefing is delayed until after contract award, a post-award debriefing will be given in place of the pre-award debriefing. The reason for the delay should be documented in the contract file.

Post-award Debriefings: A post-award debriefing occurs after the award of the contract. If a post-award debriefing is requested in writing by an offeror within 14 calendar days from receiving a Notification of Selection/Non-Selection letter, the NPS will make every effort to debrief the offeror as soon as practicable after contract award.

**Content of Pre-Award Debriefings**

Pre-award debriefings will include:

**Procedures for Debriefing Offerors**  
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- a general comparison of the quality of the debriefed offeror's proposal and of the selected proposal, without identifying the offeror of the selected proposal, under the selection factors included in the applicable prospectus; and
- a description of the selection evaluation process.

Pre-award debriefings will not include:

- the number and identity of offerors;
- the specific content of any proposal;
- the point scores assigned to any proposal; and
- any information prohibited from disclosure by law, including, without limitation, commercial and financial information that is privileged or confidential.

**Content of Post-Award Debriefings**

Post-award debriefings will include:

- the number and identity of offerors;
- a general comparison of the quality of the debriefed offeror's proposal and of the proposal awarded the concession contract under the selection factors included in the applicable prospectus;
- the point scores assigned under the applicable selection factors of the debriefed offeror's proposal and of the proposal awarded the concession contract; and
- a description of the selection evaluation process.

Post-award debriefings will not include:

- the specific content of any proposal, unless the debriefing is for the successful offeror;
- a general comparison of the quality of the other proposals; and
- any information prohibited from disclosure by law, including, without limitation, commercial and financial information that is privileged or confidential.

Note that the Departmental Manual 383 DM 15, Freedom of Information Act Handbook, provides policy and general guidance for administering and implementing the FOIA in the Department of the Interior. The Handbook provides helpful information that may assist the NPS in determining what information can and cannot be released. For example, Chapter 5, Section 5.6, discusses the information to be protected under FOIA Exemption 4, including trade secrets and commercial or financial information that is obtained from a person and is privileged or confidential. Within this Section, subsection 5.6 H. provides examples of information that courts have found to be properly withheld under FOIA Exemption 4. And Chapter 5, Section 5.7 discusses the information to be protected under FOIA Exemption 5.

**Consultation with the Office of the Solicitor**

The NPS should consult with the Office of the Solicitor prior to finalizing any particular debriefing.

**Example Pre- and Post-Award Debriefing Letters**

Examples of pre- and post-award debriefing letters are attached and the format should be used for all debriefing letters to ensure program-wide consistency.

**Procedures for Debriefing Offerors**  
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National Park Service Letterhead

C3817 (xxxx)

Mr. John Doe, President  
The Bid Company  
1234 Anywhere Street  
Anywhere USA 12345

Dear Mr. Doe:

This responds to your written request for a pre-award debriefing regarding your proposal for the Solicitation for the National Park Service (NPS) Concession Contract CC- LVVV-09 at Lovely Vine Vista National Park, Somewhere, USA.

Debriefings regarding NPS concession contracts are not required by law or regulation. Furthermore, there are limitations as to the information that the NPS may provide in debriefings. Due to these limits, this debriefing compares your proposal to the other proposals received in general terms. The NPS evaluates concession contract proposals on the basis of the “determined merits of the proposal under the applicable selection factor and in comparison to the other proposals received” (36 C.F.R. §51.16). A debriefing is not an opportunity for negotiation, amendment, supplementation, or reevaluation of any proposal.

In this pre-award debriefing, we have included a general comparison of the quality of the debriefed offeror’s proposal and of the selected proposal under the selection factors included in the applicable prospectus, and a description of the selection evaluation process.

This debriefing does not identify the offerors because the award of a concession contract does not occur until we complete the competitive process and both the selected offeror and the NPS have signed the concession contract (36 CFR 51). In addition, this debriefing does not disclose the number of other offerors, the specific content of any proposal, and the point scores assigned to any proposal. This debriefing does not include any information prohibited from disclosure by law, including, without limitation, commercial and financial information that is privileged or confidential.

**Pre-Award Debriefing for CC-LVVV-09**

General Comparison

**Principal Factor 1. The responsiveness of the proposal to the objectives, as described in the prospectus, of protecting, conserving, and preserving resources of the park area.**

TBC demonstrated a commitment to implementing the resource measures, but provided less specific information and did not provide the in-depth analysis the selected offeror provided.

**Principal Selection Factor 2. The responsiveness of the proposal to the objectives, as described in the prospectus, of providing necessary and appropriate visitor services at reasonable rates.**

TBC provided all of the requested information, but its approaches to addressing peak demand as well as approaches to other issues identified in PSF2 were considered average in comparison to the selected offeror’s proposal. Additionally, TBC’s approach to separating employee and visitor dining was determined less effective than that proposed by the selected offeror.

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TBC's plan listed a full range of options, but did not develop its options as fully as did the selected offeror. TBC also did not include as many specific, meaningful commitments as the selected offeror. Finally, TBC did not demonstrate that it would staff and manage the operations to ensure both high quality food and service as effectively as did the selected offeror.

**Principal Selection Factor 3. The experience and related background of the offeror in providing the same or similar visitor services as those to be provided under the concession contract.**

TBC provided less relevant experience than the selected proposal. Regarding the recruitment and retention of employees, including management, TBC proposed an average benefits package and a training program that likely would be less effective than what the selected offeror proposed. TBC also did not commit to implementing standardized procedures or quality control standards, as required by the prospectus.

**Principal Selection Factor 4. The financial capability of the offeror to carry out its proposal.**

TBC provided and completed all financial projection forms. TBC's assumptions and documentation were sufficient to demonstrate a sound understanding of the financial obligations and benefits of the contract, but did not fully provide narrative explanations as did the selected offeror.

**Secondary Selection Factor 1. The quality of the offeror's proposal to conduct its operations in a manner that furthers the protection, conservation and preservation of the park area and other resources through environmental management programs and activities, including, without limitation, energy conservation, waste reduction, and recycling.**

TBC provided an incomplete response on solid waste reduction and recycling. The lack of specific goals resulted in a response that was not as good in comparison to the selected offeror's proposal.

Description of the Selection Evaluation Process

In the selection evaluation process, the NPS will apply the principal selection factors and secondary factors as set forth in 36 CFR Part 51 by assessing each timely submitted proposal under each of the selection factors on the basis of a narrative explanation, discussing any subfactors (when applicable) and other supporting information. For each selection factor, the NPS will assign a score that reflects the determined merits of the proposal under the applicable selection factor and in comparison to the other proposals received, if any. The NPS then will assign a cumulative point score to each proposal based on the assigned score for each selection factor. The NPS will select the responsive proposal with the highest cumulative point score as the best proposal. If two or more responsive proposals receive the same highest point score, then the NPS will select as the best proposal (from among the responsive proposals with the same highest point score) the responsive proposal that the NPS determines on the basis of a narrative explanation will, on an overall basis, best achieve the purposes of 36 CFR Part 51. Consideration of revenue to the United States in this determination and in scoring proposals under Principal Selection Factor 5 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 (36 CFR §51.16(c)).

We appreciate your time and effort in competing for the concession contract and we encourage you to submit proposals for future National Park Service concession opportunities. Please direct any further correspondence regarding this pre-award debriefing in writing to me at the address in the letterhead.

**Procedures for Debriefing Offerors**  
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Sincerely,

Jane Roe  
Director, Near East Region

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National Park Service Letterhead

C3817 (xxxx)

Mr. John Doe, President  
The Bid Company  
1234 Anywhere Street  
Anywhere USA 12345

Dear Mr. Doe:

This responds to your written request for a post-award debriefing following your response to the Solicitation for the National Park Service (NPS) Concession Contract CC- LVVV-09 at Lovely Vine View Vista National Park, Somewhere, USA.

Debriefings regarding NPS concession contracts are not required by law or regulation. Furthermore, there are limitations as to the information that we may provide in debriefings. Due to these limits, this debriefing compares your proposal to the other proposals received in general terms. The NPS evaluates concession contract proposals on the basis of the “determined merits of the proposal under the applicable selection factor and in comparison to the other proposals received” (36 C.F.R. §51.16). A debriefing is not an opportunity for negotiation, amendment, supplementation, or reevaluation of any proposal.

In this post-award debriefing we have included the number and identity of the offerors, and a general comparison of the quality of the debriefed offeror’s proposal and of the proposal awarded the concession contract under the selection factors included in the applicable prospectus. We have also included the point scores assigned under the applicable selection factors of the debriefed offeror’s proposal and of the proposal awarded the concession contract and a description of the selection evaluation process.

This debriefing does not include the specific content of any proposal, nor does it include any information prohibited from disclosure by law, including, without limitation, commercial and financial information that is privileged or confidential.

**Post-Award Debriefing for CC-LVVV-09**

Number of Proposals Received

Three

Names of All Offerors

RRAR – RRA  
The Bid Company – TBC  
Rocking Resorts, Inc. – RRI

General Comparison

**Principal Factor 1. The responsiveness of the proposal to the objectives, as described in the prospectus, of protecting, conserving, and preserving resources of the park area.**

TBC demonstrated a commitment to implementing the resource measures. TBC, as did RRI, offered to stop using temporary trailers. TBC did not provide a timetable for when it would no longer use the trailers, unlike RRI, who included a timetable and addressed how they would restore the area to its natural state. In addition, TBC and RRI proposed to operate off-site facilities, however TBC did not discuss



**Procedures for Debriefing Offerors**  
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economic and environmental tradeoffs, unlike RRI who discussed economic and environmental tradeoffs, including ways to streamline operations to take into account limited onsite storage space.

TBC noted multiple ways it will mitigate human and wildlife interactions, but provided very limited details on how it will carry out these mitigation strategies. RRI described mitigation strategies in specific detail.

TBC proposed some specific procedures for reducing the use of non-recyclable materials and reducing waste generation. However, TBC's response did not provide as wide a range of options as did RRI.

TBC proposed some ideas for how to reduce the impact of traffic from the number of delivery and employee vehicles. However, RRI proposed multiple, specific procedures for reducing traffic from delivery trucks and employee vehicles, and provided examples of where these efforts had been successful in other operations.

**Principal Selection Factor 2. The responsiveness of the proposal to the objectives, as described in the prospectus, of providing necessary and appropriate visitor services at reasonable rates.**

TBC provided all of the requested information, but its approaches to addressing peak demand, as well as approaches to other issues raised in PSF2, were considered as less effective in comparison to RRI. As an example, TBC's approach to separating employee and visitor dining was determined less effective than those proposed by RRI.

Specifically regarding the range of prices, variety of items and style of service, TBC provided menus that identified some of the variety of menu items that were requested in the prospectus, but not all. RRI provided a full range of options at a range of prices and described the styles of service in detail. TBC did provide proposed floor plans with seating to accommodate approximately all customers at peak demand.

TBC's plan was easy to read and listed a full range of options, but did not fully develop its options as did RRI. TBC also did not include as many specific commitments as did RRI. TBC did not demonstrate how it would effectively staff and manage the operations to ensure both high quality food and service as well as RRI.

**Principal Selection Factor 3. The experience and related background of the offeror in providing the same or similar visitor services as those to be provided under the concession contract.**

RRI provided the requested information relating to the operation and management of merchandise and food and beverage outlets. TBC provided less relevant experience than did RRI.

TBC and RRI provided the function and qualifications for the General Manager, Retail Manager and Food and Beverage Manager. In describing the extent the Food and Beverage Manager has provided cafeteria style food experience, TBC stated its manager has such experience, however, this was not reflected in the resume provided. RRI demonstrated in the resume provided the experience the Food and Beverage Manager has in operating and managing cafeteria style food and beverage operations. TBC and RRI addressed procedures they will apply for the pre-screening, training, termination, and hiring. TBC provided information on its training programs, including its sample training modules being developed to cover sustainable practices.

**Procedures for Debriefing Offerors**  
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TBC did a good job in providing copies of less than satisfactory evaluations, but failed to provide documentation identifying the actions taken to correct the deficiencies identified in the evaluations, as requested.

TBC proposed an average benefits package and a comprehensive training program that likely would be less effective than RRI proposed. TBC also did not commit to implementing standardized procedures or quality control standards.

**Principal Selection Factor 4. The financial capability of the offeror to carry out its proposal.**

RRI completed the Business Credit Information form, as requested. TBC and RRI provided clear payment histories and financial statements which evidenced a more than adequate net worth and cash on hand, however, the audit certification was missing from TBC's offer.

TBC provided explanations about the necessary acquisition and start-up costs. RRI provided a more complete picture of the cost related to furnishings and equipment and also provided a very detailed explanation of the necessary funds.

TBC submitted a letter from its bank stating TBC is an excellent customer, however, the latter did not provide a commitment of funds, as provided by RRI.

TBC and RRI provided the requested forms related to projected revenues and expenses. TBC's revenue and expense estimates contained adequate detail and were determined to be realistic, and its proposal provided a reasonable opportunity for profit. TBC did not appropriately outline its costs related to furnishings and equipment. RRI submitted this information.

**Principal Selection Factor 5. The amount of the minimum franchise fee, if any, and/or other forms of financial consideration to the Director.**

The Panel assigned scores based on consideration of the relative differences between the franchise fee proposals. TBC offered a franchise fee of 8.5%, which is 2% above the minimum and was awarded one additional point.

**Secondary Selection Factor 1. The quality of the offeror's proposal to conduct its operations in a manner that furthers the protection, conservation and preservation of the park area and other resources through environmental management programs and activities, including, without limitation, energy conservation, waste reduction, and recycling.**

TBC provided an incomplete response on solid waste reduction and recycling. TBC's proposal did not provide specific goals for reducing the amount of solid waste generated, as required by the prospectus. The lack of specific goals resulted in a lesser quality response than the proposal provided by RRI. TBC also only provided a minimal list of environmentally preferable items and did not commit to using the items listed.

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Point Scores Assigned

Offerors	PSF1 (0-5)	PSF2 (0-5)	PSF3 (0-5)	PSF4 (0-5)	PSF5 (0-4)	SSF1 (0-3)	Cumulative Point Scores Assigned
	Principal Resource Protection	Visitor Services	Offerors' Experience	Financial Capability	Franchise Fee	Secondary Resource Protection	
The Bid Company <b>TBC</b>	3.0	3.0	2.5	3.5	3.0	2.0	17.0
Rocking Resorts, Inc. <b>RRI</b>	4.0	5.0	4.0	4.5	4.0	3.0	24.5

Description of the Selection Evaluation Process

In the selection evaluation process, the NPS will apply the principal selection factors and secondary factors as set forth in 36 CFR Part 51 by assessing each timely submitted proposal under each of the selection factors on the basis of a narrative explanation discussing any subfactors (when applicable) and other supporting information. For each selection factor, the NPS assigns a score that reflects the determined merits of the proposal under the applicable selection factor and in comparison to the other proposals received, if any. The NPS then assigns a cumulative point score to each proposal based on the assigned score for each selection factor. The NPS then selects the responsive proposal with the highest cumulative point score as the best proposal. If two or more responsive proposals receive the same highest point score, then the NPS will select as the best proposal (from among the responsive proposals with the same highest point score) the responsive proposal that the NPS determines on the basis of a narrative explanation will, on an overall basis, best achieve the purposes of 36 CFR Part 51. Consideration of revenue to the United States in this determination and in scoring proposals under Principal Selection Factor 5 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 (36 CFR §51.16(c)).

We appreciate your time and effort in competing for the concession contract and we encourage you to submit proposals for future National Park Service concession opportunities. Please direct any further correspondence regarding this post-award debriefing in writing to me at the address in the letterhead.

Sincerely,

Jane Roe  
Director, Near East Region

**PROPOSAL INSTRUCTIONS**

**Insert ConcID**

*Department of the Interior*  
**National Park Service**  
**Insert Name of Park Area**

**Proposal to Operate Insert Services Within Insert Name of Park Area**



## PROPOSAL INSTRUCTIONS

### 1) Response Requirements for Submission of Proposal

- a) This Prospectus is issued under the authority of 36 CFR Part 51 (incorporated by reference herein). In the event of any inconsistency between the terms of this Prospectus and 36 CFR Part 51, 36 CFR Part 51 will control. The Service presumes that all persons that submit a proposal in response to this Prospectus are informed of the provisions of 36 CFR Part 51.
- b) Proposals for the draft contract must be received by the due date and time shown on the inside cover of this Prospectus.
- c) Only an Offeror submitting a responsive proposal is eligible to be awarded the new concession contract. A responsive proposal means a timely submitted proposal that is determined by the Service as agreeing to all of the minimum requirements of the draft concession contract and Prospectus and as having provided the information required by the Prospectus. The minimum requirements for the draft concession contract are identified in Part A of the Proposal Package.
- d) Information “required by the Prospectus” refers to information expressly required by the Prospectus and that is material, as determined by the Service, to an effective evaluation of the proposal under the applicable selection factor.

### 2) Form in Which Proposal Must be Submitted

- a) Offerors must follow the format provided in the Proposal Package, including in its entirety without alteration the “Offeror’s Transmittal Letter,” in applying for the concession opportunity. Failure to submit a signed Offeror’s Transmittal Letter without alteration (except for filling in the indicated blanks) and a completed copy of Part A of the Proposal Package will make your proposal non-responsive.
- b) Please number each page and section in your completed proposal. Add information to your proposal only to the extent that it is necessary and relevant to respond to the factor. Each page should have a heading identifying the selection factor and subfactor to which the information contained on the page responds. It is important that your response stays within the organizational framework in the Proposal Package and provides all relevant information directly in response to each selection factor. However, the Service may consider relevant information contained elsewhere in a proposal in assessing the proposal’s response to each particular selection factor.

### 3) Submission Protocol

- a) Submit **6 (six)** identical hard copies and one electronic copy, identical to the hard copy. In order to facilitate discussion and review of proposals among evaluation panel members, the electronic copy must be in a format that can be shared, copied, and passed easily. Microsoft Office programs or an Adobe PDF electronic version that allows for copying and pasting of text using Adobe Reader software is acceptable. However, you must provide all financial spreadsheets in Microsoft Excel in the format provided. In the event of a discrepancy between the electronic copy and the hard copies, information on the hard copies will control.
- b) Enclose copies in a sealed envelope with the following marked on the envelope:
  - (1) “CONCESSION PROPOSAL, MAILROOM DO NOT OPEN”
  - (2) The due date specified in the Prospectus for receipt of the proposal by the Service.
  - (3) The name and address of the Offeror.
- c) The Service, at the appropriate address, must receive proposals by the time and date shown on the inside cover of this Prospectus.

#### 4) Proposals Considered Public Documents

- a) All proposals submitted in response to this Prospectus may be disclosed by the Service to any person, upon request, to the extent required or authorized by the Freedom of Information Act (5 USC 552).
- b) If you believe that your proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, mark the cover page of each copy of the proposal with the following legend:

The information specifically identified on pages of this proposal constitutes trade secrets or confidential commercial or financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act. The Offeror requests that this information not be disclosed to the public, except as may be required by law.

You must specifically identify what you consider to be trade secret information or confidential commercial or financial information on the page of the proposal on which it appears, and you must mark each such page with the following legend:

This page contains trade secrets or confidential commercial and financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act, and which is subject to the legend contained on the cover page of this proposal.

- c) Information so identified shall not be made public by the Service except in accordance with law.

#### 5) Questions

If you do not understand something in this prospectus, you must submit your questions in writing along with a floppy disk or CD (compact disc) containing the questions in an electronic format that allows the Service to copy the questions to Microsoft Word, to the contact person noted on the inside cover of the Prospectus, no later than the date specified on the inside cover of the Prospectus. Your questions must specify the section of the Prospectus that is the subject of your inquiry. The Service will respond to your questions in writing and will provide the questions and responses to all potential Offerors who have requested a Prospectus. Questions submitted after this date may not be answered. Because the Service must provide equal information to all Offerors, there must be sufficient time allowed to inform all interested parties of such questions and answers.

#### 6) Evaluation of Proposals

- a) The Service will apply the principal selection factors and secondary factors as set forth in 36 CFR Part 51 by assessing each timely proposal under each of the selection factors on the basis of a narrative explanation discussing any subfactors when applicable and other supporting information.
- b) For each selection factor, the Service will assign a score that reflects the determined merits of the proposal under the applicable selection factor and in comparison to the other proposals received, if any.

The first four principal factors will be scored from zero to five. The fifth principal selection factor will be scored from zero to four (with a score of one for agreeing to the minimum franchise fee contained in the Prospectus). Secondary selection factor 1 will be scored from zero to three. Insert a sentence in the same format as the previous sentence for any additional secondary factors. The aggregate possible point score for all additional secondary selection factors may not exceed a total of three. The Service then will assign a cumulative point score to each proposal based on the assigned score for each selection factor.

- c) Principal Selection Factors. The five principal selection factors are:

Principal Selection Factor 1. The responsiveness of the proposal to the objectives, as described in the Prospectus, of protecting, conserving, and preserving resources of the park area.

Principal Selection Factor 2. The responsiveness of the proposal to the objectives, as described in the Prospectus, of providing necessary and appropriate visitor services at reasonable rates;

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;

Principal Selection Factor 4. The financial capability of the Offeror to carry out its proposal; and

Principal Selection Factor 5. The amount of the proposed minimum franchise fee, if any, and/or other forms of financial consideration to the Service. However, consideration of revenue to the United States will be 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.

- d) Secondary Selection Factor. The secondary selection factors are:

Secondary Selection Factor 1. The quality of the Offeror's proposal to conduct its operations in a manner that furthers the protection, conservation, and preservation of the park area and other resources through environmental management programs and activities, including, without limitation, energy conservation, waste reduction, and recycling.

Insert any additional secondary selection factors here.

## **7) Process of Selecting the Best Proposal**

The Service will select the responsive proposal with the highest cumulative point score as the best proposal. If two or more responsive proposals receive the same highest point score, then the Service will select as the best proposal (from among the responsive proposals with the same highest point score) the responsive proposal that the Service determines on the basis of a narrative explanation will, on an overall basis, best achieve the purposes of 36 CFR Part 51. Consideration of revenue to the United States in this determination and in scoring proposals under Principal Selection Factor 5 will be 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 (36 CFR §51.16(c)).

## **8) Availability of a Debriefing**

Offerors may request in writing either a pre- or post-award debriefing after receiving the Notification of Selection/Non-Selection letter. A pre-award debriefing occurs after the selection of the best proposal that was timely submitted and responsive, but before award of the concession contract. Award of a concession contract does not occur until the competitive process has been completed and both the selected Offeror and the Service have signed the concession contract (36 CFR Part 51). If Offerors wish to request a debriefing, a written request for either a pre- or post-award debriefing must be received within 14 calendar days from receiving the Notification of Selection/Non-Selection letter. The Service will make every effort to debrief Offerors as soon as practicable after receiving a request. However, circumstances may cause a pre-award debriefing to be delayed until after the contract award. If a pre-award debriefing is delayed until after contract award, the Service will provide a post-award debriefing. A debriefing is not an opportunity for negotiation, amendment, supplementation or reevaluation of any proposal.



**9) Preferred Offeror Determinations**National Park Service Concessions Management Improvement Act

Section 403 of the National Park Service Concessions Improvement Act (P.L. 105-391) includes a preference for a preferred Offeror to the award of a qualified concession contract.

Under the provisions of 26 CFR Part 51, Subparts E and F, the Service has determined that this is/is not a qualified concession contract, and, therefore, a/no preferred Offeror for this contract exists.

**10) Congressional Review Process**

Concession contracts issued for a term of more than ten years, or when the annual gross receipts are anticipated to exceed \$5,000,000 are required by law to be submitted to the Congress for sixty days before they may be awarded. Insert one of the following sentences as determined for a specific prospectus.

The new concession contract will not be submitted to the Congress because annual gross receipts are not anticipated to exceed \$5,000,000.

The new concession contract will be submitted to the Congress because annual gross receipts are anticipated to exceed \$5,000,000.

The new concession contract will be submitted to the Congress because the term will be for more than 10 years.

The new concession contract will be submitted to the Congress because annual gross receipts are anticipated to exceed \$5,000,000 and the term will be for more than 10 years.

**11) Cautions to Offerors about Submission and Evaluation of Proposals**

- a) All information regarding this Prospectus will be issued in writing. No Service representative or other government official is authorized to make substantive oral representations relating to this matter, and no Offeror should rely on any oral representations made by government officials with respect to this transaction.
- b) The attached draft contract and its exhibits set forth the terms and conditions under which the concession operation is to be conducted. The Service may amend a Prospectus and/or extend the submission date prior to the proposal due date. The Service also may cancel a solicitation at any time before the award of the concession contract if the Service determines in its discretion that this action is appropriate in the public interest. No Offeror or other person will obtain compensable or other legal rights as a result of an amended, extended, canceled, or reissued solicitation for this concession contract (36 CFR § 51.11).
- c) Unless otherwise expressly stated, the draft concession contract does not permit the provision of visitor services by the concessioner through subconcession or other third party agreements, including management agreements. Accordingly, the entity that is to be the concessioner under the draft concession contract, unless the contract expressly states to the contrary, must have the capability to provide all visitor services under the draft concession contract without the assistance of third parties. Joint ventures, partnerships, and other business entities are permitted.
- d) Except as provided under 36 CFR §51.4, the terms, conditions and determinations of this Prospectus and the terms and conditions of the draft concession contract as described in this Prospectus, including, without limitation, its minimum franchise fee, are not final until the concession contract is awarded.
- e) This Prospectus includes the selection factors to be used by the Service to evaluate proposals. Under each factor, the Service identifies subfactors to ensure that all elements of the factor are

considered. You, the Offeror, should ensure that you fully address all of the selection factors and related subfactors.

- f) This Prospectus and related documents reflect the views and objectives of the Service with regard to the proposed concession operation. Should you believe any statement in the Prospectus to be inaccurate, you must submit comments to the Service in writing, **no later than the specified date** on the inside cover of the Prospectus. Send your comments to the office named on the inside cover of this Prospectus for the receipt of proposals.
- g) The information provided in this Prospectus, including the Appendices, is provided to allow Offerors to understand the operations and terms of the new concession contract. Offerors are encouraged to thoroughly review all information and required submittal documents before beginning to prepare a proposal.
- h) Offerors are responsible for undertaking appropriate due diligence with respect to this business opportunity. All of the statements made in this Prospectus regarding the nature of the business and its likely future are only opinions of the Service. Offerors may not rely on any representations of the Service in this regard.
- i) A proposal to expand the scope of investment, facilities, and/or services beyond those called for in this Prospectus will not be considered in the evaluation of proposals.
- j) A proposal to provide direct or indirect monetary or other benefits to the Park or government not within the scope or requirements of the contract will not be considered in the evaluation of proposals.
- k) If you propose to make any financial commitments and considerations in response to any selection factor, your proposal will be closely reviewed and analyzed against your financial statements and supporting documents with appropriate review of feasibility. Such documents reviewed and analyzed will include but not be limited to the Business Organization and Credit Information, pro forma income statements, audited financial statements, and balance sheets contained in your proposal.
- l) The proposal and related materials submitted should reflect the entire proposal you are making. The Service will consider your written submission as your full and final proposal in response to the Prospectus, and will make its selection based on the written information you have submitted, and other appropriate information. Do not assume that the Service knows anything about you or your proposal. Do not assume that any information about you or your proposal, any previous correspondence or previous submissions are in the possession of or will be considered by the Service. This is true even if you are the current concessioner or have operated another concession within the park area or National Park System.
- m) Document delivery services, including overnight delivery, to some areas may not provide true overnight delivery. Offerors are encouraged to ensure the timely submittal of proposals by contacting the delivery service of their choice regarding delivery availability for the specific location identified on the inside cover of this Prospectus.
- n) The Service may request from any Offeror who has submitted a timely proposal a written clarification of its proposal. Clarification refers to making clear any ambiguities that may have been contained in a proposal, but does not include amendment or supplementation of a proposal. An Offeror may not amend or supplement a proposal after the submission date unless requested by the Service to do so, and unless the Service provides all Offerors that submitted proposals a similar opportunity to amend or supplement their proposals.
- o) The selected Offeror must execute the concession contract promptly after the selection of the best proposal and within the time period specified by the Service. If the selected Offeror fails to

execute the concession contract within the time period specified by the Service, the Service may select another responsive proposal for award of the concession contract, or will cancel the selection and may re-solicit the concession contract.

- p) The Service, in accordance with 36 CFR Part 51, may include as terms of the draft concession contract, appropriate elements of the proposal selected for award of the concession contract, including, without limitation, investments, facilities, services, and other commitments.