

Amendment No. 2

Solicitation #: SEKI001-27

To: All Recipients of the Prospectus, SEKI001-27, to operate pack station, guided trail rides, and other services within Sequoia and Kings Canyon National Parks

Any proposal must be received via email by the Commercial Services Office by 12:00 p.m. Pacific Time on April 9, 2026 in order to be evaluated and considered for award of the concession contract. Statements of intent to propose must be submitted by March 27, 2026.

In the Prospectus issued November 19, 2025, the Service stated it would respond to questions about the Prospectus if submitted in writing and received by February 5, 2026. Questions were received in a timely manner. This Amendment 2 to the Prospectus provides the following answers in response to those questions.

1. "If an offeror wanted/needed to propose new construction or major rehabilitation projects: (a) is it required to pay for all of the costs of those projects, including any necessary environmental analyses?; (b) would it be able to seek additional time beyond the 10-year contract term to recoup the costs of that project?; (c) would the project become NPS property but the offeror would still be required to insure it during the contract period?"

Offerors should be aware of Section 8(a) of the Draft Contract, which states "the Concessioner shall not be authorized to construct any Capital Improvements" and the "Concessioner shall not obtain a Leasehold Surrender Interest or other compensable interest in Capital Improvements constructed or installed in violation of this Contract."

As stated in the "Notice to Offerors" section of the Proposal Package, the Service will not consider proposals for new construction or major rehabilitation unless the Offeror voluntarily proposes and agrees to waive its rights to LSI associated with the new construction or major rehabilitation, by explicitly stating so. The Concessioner will be responsible for bearing all costs of any such projects. The Service will not adjust the term of the Draft Contract (10 years) if any new construction or major rehabilitation projects are implemented. Once a new construction or major rehabilitation project is completed, the real property improvements would become part of the Concession Facilities and the Concessioner would be responsible to insure it during the term of the Draft Contract, subject to the insurance requirements described in Exhibit F: Insurance.

2. "How soon after the award will new concessioner be allowed to start work on new construction/major rehabilitation? Will NPS require similar levels of information/plans for any such work as it does to LSI-approved work? How long will it take NPS to approve a proposal for new construction/major rehabilitation? Should we include a proposal (and the LSI waiver) for necessary work in the proposal we submit?"

The Concessioner will not be permitted to start work on any new construction or major rehabilitation (subject to the conditions described in the Proposal Package) until after the effective date of the Draft Contract. All proposed projects must be submitted to the Service for review and approval, and review times are dependent on the scope and complexity of the project. While not required, Offerors may include proposed voluntary enhancement projects (and a clear statement that it waives its rights to LSI associated with such projects) within their proposal.

3. "If NPS closes the road to the pack station for any reason (including road maintenance or weather), would that be viewed as an unforeseeable occurrence that allowed the concessioner to get a reduction in its franchise fee?"

No, road closures have occurred numerous times in the Park due to road maintenance, weather, and other factors, and generally would not be viewed as extraordinary or unanticipated in the context of Section 10(d) of the Draft Contract.

4. "Did the prior concessioner get a franchise fee reduction due to the higher snowfall in 2023? (the Prospectus indicates its revenues dropped by more than 50%)"

No, the prior concessioner did not receive any reduction in its franchise fees as a result of higher snowfall in 2023.

5. "Recognizing that many people want to book trips as part of their summer vacation well in advance, how far in advance does NPS approve rates for an upcoming season? And how long does NPS usually take to approve a request for a rate increase?"

Under the Draft Contract, all rates will be set in accordance with the Competitive Market Declaration (CMD) method, as described in Section 4.B of the Operating Plan. Under CMD, the Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for the services approved under the CMD rate method. Offerors should be aware that the Service will monitor to verify that rates remain reasonably like those of competitors. As such, the Concessioner may plan in advance as it deems necessary to establish rates for any upcoming season without leadtime for the Service to approve any rate request, subject to the limitations described in Section 4.B of the Operating Plan. Offerors should also review the [Rate Administration section of the NPS Commercial Services website](#) for additional information, including the Concessions Management Rate Administration Guide and 2024 Addendum.

6. "If the concessioner uses a third party to sell trips, must the total paid by the guest be at or below the approved rate even if the concessioner must pay a fee to the third party?"

See the answer above regarding rate administration under the Draft Contract. Offerors may also refer to Section 5.4 of the Service's [2017 Concession Management Rate Administration Guide](#).

7. "Does NPS have a list of the existing deferred maintenance at the site (which the Prospectus states the concessioner is not responsible for) and, if so, can it provide that list? (Otherwise, no one can tell what the deferred maintenance at the beginning of the contract was, and/or which the concessioner is not responsible for). Also, can NPS revise the Contract to explicitly state that the concessioner is not responsible for any deferred maintenance in existence as of the effective date of the contract? Finally, will NPS take care of this deferred maintenance and, if so, when?"

Due to the age and condition of the Concession Facilities, the Service did not conduct a condition assessment of the facilities and has not developed a list of maintenance work orders, including deferred maintenance, for the Concession Facilities. The Service does not intend to revise the language written in the Draft Contract. The Service will only be responsible for the activities described in Section 2.D and Section 4 of Exhibit E: Maintenance Plan to the Draft Contract.

8. "Is NPS or the concessioner responsible under its maintenance obligations for the costs of replacing things like rotted window frames, flooring, subfloors, roofs and electrical and plumbing systems? If so, how is it determined if any of these need to be replaced?"

The Concessioner's maintenance obligations are described in detail within Section 3 of Exhibit E: Maintenance Plan to the Draft Contract. In general the Concessioner (or Service, as applicable) must service, repair, or replace items at the end of its remaining life; when the item presents a quality, safety, or environmental issue.

9. "Does NPS have a list of components which NPS will require the concessioner to replace during the term of the contract?"

In addition to the Concessioner's and Service's responsibilities described in Exhibit E: Maintenance Plan to the Draft Contract, the Service also maintains a fixture list and eligibility for LSI on the [Asset Management Tools](#) section of its website. The Concessioner cannot replace fixtures as defined within the Maintenance Plan as they would be considered a Capital Improvement.

10. "Are we correct that none of the maintenance or component renewal costs can be deducted from the franchise fee calculations?"

Correct, maintenance or component renewal costs cannot be deducted from the calculation of franchise fees payable to the Service.

11. "Will the concessioner be allowed to take care of any of the maintenance or component renewal itself or does it need to hire contractors?"

The Concessioner is not required to hire contractors to undertake maintenance or component renewal work, subject to Section 2.C.1.a of the Maintenance Plan, which states that "[a]ll personnel conducting Maintenance must have the appropriate skills, experience, licenses, and certifications to conduct such work."

12. "Do you know which if any types of taxes the concessioner must pay to the local county, such as a leasehold interest tax on the structures used for the operations?"

The Concessioner is required to complete its own due diligence regarding the types and amounts of taxes required to be paid to the appropriate entities.

13. "What were the amounts of the electric, water, and wastewater services bills issued by NPS to the prior concessioner in 2025?"

The Service provides water and wastewater service to the operation while electricity is provided by PG&E. Offerors should review the Business Opportunity (see Exhibit 7. Historic Water Usage (gallons)) regarding the prior usage information for the Cedar Grove Pack Station and Grant Grove Stables and the combined 2026 water and wastewater rate provided in this section of the Business Opportunity. Total utility expense reported by the prior concessioner averaged \$3,910 over the previous three years.

14. "How detailed must the Environmental Management and Risk Management Programs as well as the Fire Prevention Plan be? (an estimated number of pages for each would suffice)"

The Concessioner must review the Risk Management and Environmental Management standards, which are provided on the NPS Commercial Services website, under Concessioner Tools. Regarding the Fire Prevention Plan, it must be in accordance with 29 CFR 1910.39, as stated in the Draft Contract, Exhibit A: Operating Plan (Section 9)B)). For all three documents, the length and details are dependent on the complexity of the operation.

15. "If a structure burns down and the concessioner's insurance company does not cover the full cost of rebuilding it, is the concessioner liable for the cost of rebuilding it?"

As stated in the Business Opportunity, due to the age and condition of the Concession Facilities, the seasonality of park operations, and the Area's wildfire risk, the Draft Contract does not require the Concessioner to obtain property insurance coverage for the Concession Facilities. In the event any of the Concession Facilities are damaged or destroyed, and construction of a Capital Improvement is necessary

for repair or replacement of a facility, the Service, subject to the availability of funds, may or may not, and has no obligation to, repair or replace the affected facility.

16. "Will NPS have a first lien on the concessioner's personal property used in the concession operation?"

As stated in Section 12(b) of the Draft Contract, "the Government shall have at all times the first lien on all assets of the Concessioner within the Area, including, but not limited to, all personal property of the Concessioner used in performance of the Contract hereunder within the Area."

17. "The previous concessioner had occupied Cedar Grove Pack Station and Grant Grove Stables for decades and had even owned the facilities until ownership was transferred to the Park Service. All property and improvements (other than the actual land and structures) were the personal property of the previous concessioner. Was any of this property left behind for use by the next concessioner?"

See answer for question 18 regarding fixtures that remain with the buildings.

18. "If so, which of the furniture, fixtures, fences, corrals and gates at the site will be in place and usable by the next concessioner?"

Limited furniture and other personal property currently remain within the Concession Facilities, including several picnic tables, ash cans, storage cabinets, a flammables locker, and a bear proof food storage locker. There is also a refrigerated trailer in working condition and a Viasat satellite dish in unknown condition. Remaining fixtures include limited kitchen appliances, an outdoor sink, multiple water heaters, toilets, sinks, and showers. The corrals, round pen and hitching posts remain in useful condition. While the Previous Concessioner has requested to remove the kitchen stove in April when the site becomes more accessible the Service cannot guarantee that the other limited furniture and personal property will not also be removed.

19. "If the next concessioner installs any fences, corrals or gates, can it remove those when the contract ends?"

Any real property improvements would become property of the Service. Temporary installations such as fences are not real property and could be removed by the Concessioner at the termination of the Draft Contract.

20. "To provide services for the 2026 season, and in light of the new later submission due date, when can the new concessioner expect to be notified of the contract award?"

The Service intends to announce the selected Offeror around June or July 2026, though the Service will make every effort to expedite this process to accommodate an effective date sooner than January 1, 2027, if feasible and compatible with the necessary review and approval following submission of proposals. Award of a concession contract does not occur until both the selected Offeror and the Service have signed the concession contract. While the Service will make every effort to meet this schedule, it is subject to change.