
Amendment No. 1
Solicitation for Concession Contract No. CC-NAMAXXX-26

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To: All individuals or entities interested in the Prospectus for a Concession Business Opportunity to provide Interpretive Transportation Services at National Mall and Memorial Parks, located in Washington, DC.

In the Prospectus for this Concession Business Opportunity issued October 15, 2024, the National Park Service ("Service") stated it would respond to questions about the Prospectus, as appropriate, submitted in writing and received by November 15, 2024. Below, the Service has responded to all questions timely received.

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.

Glossary of terms used throughout this document.

- **Area:** means the property within the boundaries of National Mall and Memorial Parks.
 - **Concessioner:** refers to the future concessioner(s) after award of Concession Contract No. CC-NAMAXXX-26 through this solicitation process.
 - **Draft Contract:** refers to the draft concession contract included in the Prospectus to be awarded through this solicitation process (Concession Contract No. CC-NAMAXXX-26).
 - **Existing Concessioner:** refers to City Sightseeing Washington DC Inc., doing business as Big Bus Tours Washington DC, operating under Concession Contract No. CC-NAMA002-15.
 - **Offeror(s):** refers to the entities that submit a proposal in response to the solicitation for the Draft Contract.
 - **Selected Offeror:** refers to the Offeror(s) the Service selects for award of the Draft Contract, but to whom the Service has not yet awarded the Draft Contract.
 - **Service:** refers to the National Park Service.
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1. In Part 1, Business Opportunity and in Exhibit 3, Operating Plan, the Service has detailed expectations for concessionaire(s) but has not detailed expectations for the Service. As currently any company can operate a tour of Washington DC and stop at National Mall sites, what is the Service offering to justify a contract with the Service? How will exclusivity at bus stops be enforced? What plan does the Service have to maintain enforcement under the new presidential administration?

Service Response: The Service currently has one authorized concessioner providing interpretive transportation services within National Mall and Memorial Parks under Concession Contract No. CC-NAMA002-15. Engaging in or soliciting any business in the Area, except in accordance with the provisions of a

permit, contract, or other written agreement with the United States is prohibited (see 36 C.F.R. § 5.3). U.S. Park Police and Service Law Enforcement Rangers enforce the requirements of 36 C.F.R. § 5.3, including the monitoring of Area stops, and take appropriate action towards unauthorized activities. A person convicted of violating 36 C.F.R. § 5.3 is subject to the criminal penalties provided under 18 U.S.C. § 1865.

2. In Exhibit B: Operating Plan, Section 3)B)(6), it states the concessionaire must notify the Service in advance of any change to the operating schedule for approval. There have been occasions in the past in which our service needed to be halted due to first amendment activities. Is this contract stating that we would need to wait for Service approval before halting service in a situation such as this?

Service Response: No. Situations such as this would fall under “other contingencies” per Exhibit B – Operating Plan Section 3)B)(6). The Concessioner would need to notify the Service in advance, but prior Service approval would not be required. The Operating Plan Section 3)B)(6) is amended to state, “The Concessioner must inform the Service in advance if the Concessioner believes weather, road safety, or other contingencies or concentrated maintenance activities require deviations from the approved schedule of operations above.” See below - Service Amendments to Prospectus Documents.

3. In Exhibit B: Operating Pan, Section 3)B)(7), the plan states "operations and schedules are subject to change by the Service, during special events and road closures." What is the process for this communication? In Washington, D.C., there are events and road closures almost every day. Please provide clarity on how the Service's decision to adjust concessionaire's schedule will be determined, communicated, and what room is there for discussion?

Service Response: The Service will communicate with the Concessioner regarding known road closures and other impacts of special events that will impact their routes when the Service is made aware. This communication may occur through email, phone, or other means. Depending on the nature of the closure, the Service may ask the Concessioner for input on the impacts of road closures on their services prior to making a decision.

4. In Exhibit B: Operating Pan, Section 3)C)(4)(b), the operating plan states "the Service will monitor.... That utilization (occupancy) remains similar to prior periods and does not decline due to rates and charges." How will the Service connect a decline in utilization with the price of the ticket? Elsewhere in the contract are mentions of customer sentiment toward price, but a reasonable person would assume most customers want prices in general to be lower. Factors such as weather, presidential administration, hotel and airfare pricing, etc., can all play into the utilization of the service. How will the Service justify declaring a rate is too high other than customers wishing the price were lower?

Service Response: The Service must monitor rates and charges to ensure they remain reasonable and appropriate during the term of a contract pursuant to 36 C.F.R. § 51.82(c). Rate monitoring by the Service and concessioners considers a variety of variables such as rates charged by the concessioner and the competitive market, the level of competition in the market, occupancy or utilization information, visitor satisfaction data, visitor perceptions of value data, Annual Financial Reports, and other information the concessioner is required to report under the contract.

5. In Exhibit B: Operating Pan, Section 3)H)(5)(d), under Area Wayfinding Training, will the Service supply personnel to assist with this training? How will a staff member's level of knowledge be evaluated?

Service Response: The Concessioner may reach out to the Service for wayfinding maps of the Area and additional information to use for its employee training. However, the Service will not provide personnel to assist with the Concessioner's employee training.

6. In Exhibit B: Operating Pan, Section 3)I)(1)(a), we currently run advertising campaigns for goods and services in the form of bus wraps. Is this operating plan stating these will not be acceptable? If the vehicle were to be

operating a route other than that conducted for the purpose of this concessionaire contract, would that vehicle be allowed to contain bus wrap advertising?

Service Response: The Concessioner must have written Superintendent approval prior to displaying or posting any advertisement on Concessioner vehicles used to provide services under the Draft Contract, and any such advertisement must pertain to goods, services, or facilities available within the Area.

7. In Exhibit B: Operating Plan, Section 4)A)(2), the operating plan states concessionaire must comply with the Service's Guided Land Tour Standards (10-GLA). Item 52 of these standards states: Ventilation/Climate Control - Interiors are adequately ventilated and maintained at a temperature consistent with visitor comfort. Please define "ventilated" in the manner interpreted for a double decker bus and how "a temperature consistent with visitor comfort" will be evaluated.

Service Response: Item 52 in the Service's Guided Land Tour Standards (10-GLA) relates to vehicle interiors only. An interior of a vehicle is adequately ventilated when air enters, freely circulates, and exits the vehicle. An interior of a vehicle does not have a temperature consistent with visitor comfort when a reasonable person would find the temperature to be uncomfortable.

8. In Exhibit B: Operating Plan, Section 4)B)(1), regarding the restriction of 5 CSRs total with only 1 allotted per location, is this section only detailing these specific stops and not referencing any others? For example: if we decided to add a CSR at the National Air and Space Museum stop, would this be acceptable? Additionally, how would the Service monitor this condition? And what happens if we send one CSR to give a break to another. They will have some overlap time. What is the allowable overlap time?

Service Response: Concessioner customer service representatives (CSRs) are only permitted at the locations indicated on the maps attached at the end of the Operating Plan. The Service will monitor CSRs through periodic inspections and visitor feedback. Short overlap or "transition" time between CSRs is permitted. Section 4)B)(1) of the Operating Plan is amended to state, "The stops referenced above are defined on the maps attached at the end of this Operating Plan. The Concessioner's customer service representatives must remain within the areas defined on the attached map for each stop. Short overlap or "transition" time between customer service representatives is permitted. The Service may, with written notice to the Concessioner, at any time, modify the number of customer service representatives and the stops at which the representatives may be located." See below - Service Amendments to Prospectus Documents.

9. In Exhibit B: Operating Plan, Sections 4)B)(3) and 4)B)(4), the operating plan states the CSRs are not allowed to solicit but are allowed to sell tickets. Who will monitor and determine the difference between a CSR initiating interaction with an interested customer and solicitation? What is the process when one concessionaire files a complaint with the Service that another concessionaire is soliciting instead of serving a customer? What proof must be provided to the concessionaire from the Service that a CSR is violating the codes of conduct?

Service Response: The Service will monitor CSRs through periodic inspections and visitor feedback. The Service will work with all Area interpretative transportation services Concessioners on resolving complaints and contract compliance.

10. In Exhibit B: Operating Plan, Section 4)B)(5), the operating plan states no "temporary structures or outdoor furniture" are permitted. With the average temperature in the summer rising each year, and the current administration's view on protecting employees from extreme heat conditions, will the Service allow or facilitate any structures or objects to be deployed or installed with the specific purpose of protecting employees from the Sun?

Service Response: The Service will not allow any permanent structures to be erected under the Draft Contract. However, the Service will consider requests from the Concessioner to use temporary items such as carts with

umbrellas that can be removed on a daily basis. Section 4)B)(5) of the Operating Plan is amended to state, "The Concessioner is not authorized to use or install any temporary structures or outdoor furniture for the customer service representatives. The Service will consider requests from the Concessioner to use temporary items such as carts with umbrellas that can be removed on a daily basis." See below - Service Amendments to Prospectus Documents.

11. In Exhibit B: Operating Pan, Section 4)D)(2)(a), the plan states every other bus must have "wheelchair lifts". Our buses currently utilize wheelchair ramps to board. Is this acceptable?

Service Response: Yes, wheelchair ramps are acceptable in lieu of wheelchair lifts. Section 4)D)(2)(a) of the Operating Plan is amended to state, "The Concessioner must equip accessible buses with wheelchair lifts and have wheelchair tie downs. Wheelchair ramps are acceptable in lieu of wheelchair lifts." See below - Service Amendments to Prospectus Documents.

12. In Exhibit B: Operating Pan, Section 4)D)(8)(c), in Vehicle Approval, approval must be given by the Service before any new or used vehicle is purchased. What specific criteria will be used to determine if the purchase of a new or used vehicle will be denied by the Service?

Service Response: The Service will review and make a determination based on the information presented in the Concessioner's request. The Service will consider criteria such as vehicle safety, appearance, and compliance with the requirements of the Contract.

13. In Exhibit B: Operating Pan, Section 4)E)(3)(b), the plan states refunds must be given "within 48 hours of a scheduled reservation date." Is the Service stating that concessionaire must refund any customer who cancels by 11:59pm the night before the scheduled tour?

Service Response: The Service clarifies that the Concessioner must provide a full refund to groups or individuals if they cancel at least 48 hours before their scheduled reservation date. Section 4)E)(3)(b) of the Operating Plan is amended to state, "The Concessioner must provide a full refund to groups or individuals that cancel 48 hours or more before a scheduled reservation date". See below - Service Amendments to Prospectus Documents.

14. In Exhibit B: Operating Pan, Section 4)H)(1), please detail the necessary questions required in the "visitor satisfaction monitoring system".

Service Response: The Concessioner must develop its own questions based the visitor satisfaction monitoring system it develops and submits to a Service for approval. The visitor satisfaction monitoring system must monitor visitor satisfaction with service and quality standards, product mix, pricing, and overall Area experience. If the Service finalizes a centralized, web-based visitor satisfaction program then the Concessioner must include Service standard visitor satisfaction questions, once finalized.

15. Throughout the Operational Plan, there are requirements for sales data, operational reports, survey data, financial reports, reviewing of arrangements with local hotel agents, accident and spill reports, etc. Which items within the plan that are required to be reported to the Service are confidential between each concessionaire and the Service and which are available to the public or other concessionaires?

Service Response: Concessioner required plans and reports may include trade secrets or privileged or confidential information exempt from disclosure under the Freedom of Information Act or other applicable laws, which the Concessioner may mark as such when it transmits such information to the Service.

16. Based on review of your website, we wanted to confirm interpretive transportation services: a) are needed from 9am-5pm daily? b) run year-round with the exception of the holidays noted at www.service.gov/nama/planyourvisit/basicinfo.htm?

Service Response: Please see the "Schedule of Operations" found in Section 3)B) of the Operating Plan of the Draft Contract.

17. How many vehicles are needed for the route daily?

Service Response: The Service has not set a minimum number of vehicles required, but the Concessioner must comply with the minimum stops, headways, and other requirements of the Draft Contract. Please see Exhibit B: Operating Plan for details on those requirements.

18. Is there a vehicle size requirement?

Service Response: The Service has not set a minimum size requirement for vehicles, but the Concessioner must comply with the minimum stops, headways, and other requirements of the Draft Contract. Please see "Vehicle Requirements" in Section 4)D) of the Operating Plan (Exhibit B of the Draft Contract) for more information about specific requirements for vehicles.

19. We understand there is only one incumbent providing the services today, with historical tour ticket gross receipts of \$9,999,038. Would the projected total ticket revenue in 2026 of \$11,922,400 - \$13,180,600, as well as estimated total initial investment of \$9,140,000, be divided somehow among the three awarded contracts?

Service Response: The projected revenue and estimated investment figures are for a single operator based on historical operations and the Service's understanding of the market. Offerors may develop their own business models which could result in revenue and investment projections that differ from those developed by the Service. Offerors should use their understanding of their operational expenses and the market to submit a financially viable proposal that complies with the contractual requirements.

20. Is the preferred option to have 3 concessioners and is the Service obligated to select 3 if there are 3 or more bids? Business Opportunity, p4, Introduction, Highlights.

Service Response: The Service may award up to three contracts for this concession business opportunity. The Service is not obligated to award three contracts.

21. If there are 3 or more bids, under what circumstances would the Service award less than 3 contracts? Business Opportunity, p4, Introduction, Highlights.

Service Response: If the Service receives three or more proposals, examples of reasons the Service could award less than three contracts include if the Service determines less than three proposals are responsive, the Service cancels the solicitation, or the Service determines an Offeror is ineligible for an award.

22. If 3 concessioners are selected, will they all be expected to provide the same route, using the same stops, similar headway timing and a comparative narration? Business Opportunity, p13, Concession Opportunity, Overview.

Service Response: Each Concessioner would be required to comply with the requirements of the Draft Contract along with the incorporated elements from the Concessioner's proposal. All tour routes are subject to Service approval (see Section 4)A)(3) of the Operating Plan of the Draft Contract).

23. If 3 concessioners are selected, is there any advantage to being the number 1 selection opposed to the number 3 selection? Business Opportunity, p4, Introduction, Highlights.

Service Response: No.

24. Due to the small and limited customer service representative and sales areas (50 feet long area at one location) and limited curb space for bus stops it is a concern that operational friction will occur if 3 operators are to share curb space at the 11 mandatory stops and 5 sales locations. Can the Service confirm that all 11 locations have sufficient room for 3 bus companies to operate simultaneously, and offer insight on how sales representatives comingling on a sidewalk where guests, not knowing which company they wish to tour with, can 'shop' the offerings in a competitive, shared space with no defined areas of operation by company? Business Opportunity, p14, Required Service(s) Proposal Package, p10, Subfactor 2(b), Marketing, Ticket Sales and Managing Passengers.

Service Response: The Service confirms there is adequate space for three CSRs to operate simultaneously at each location. Each Concessioner must train its CSRs to operate in accordance with the requirements of the Operating Plan (Exhibit B of the Draft Contract), Section 4)B). Concerning space at the required stops, based on the size and types of vehicles the concessioners use, the Service will establish protocols for all concessioners at stops where necessary, so that each concessioner is able to access the stops with enough time to safely load and unload visitors.

25. How does the Service propose to manage the signage requirements for each stop and avoid customer confusion with the potential for multiple 'bus stop' signs at each shared bus stop? No specific section.

Service Response: Each Concessioner will be allowed to affix a sign at each stop. All signage is subject to Service review and approval before use. Section 4)I)(3) of Exhibit B (Operating Plan) of the Draft Contract provides further requirements related to signage.

26. The current concessioner has full advertising wraps on their vehicles, yet the current bid documents prohibit all vehicle advertising. Does the revenue from these advertising sales feature within the current concessioner's reported financials, or has this been excluded? Business Opportunity, p19, Historical Concessioner Data.

Service Response: The Historical Concessioner Data (Tour Ticket Gross Receipts) presented in the Business Opportunity is gross receipts the Existing Concessioner received from historical ticket sales.

27. The initial personal property investment to cover the vehicle cost element for provision of a comparable fleet to the existing concessioner does not seem to equate to the reality of the economics of worldwide bus supply. Based on the bid documents, this is estimated at \$5.83 million to supply 18, 70-passenger double decker buses. Current market rates for a 'mid-range' 70-passenger capacity double decker bus range from \$700,000 per vehicle to \$1.2million per vehicle, can the Service confirm how the investment amount of \$5.83 million was calculated? Business Opportunity, p18, Initial Investment, Personal Property.

Service Response: The Service relied on professional consultants, with subject matter expertise, to develop the assumptions and estimates related to investments and determining the minimum franchise fee. The initial personal property estimate is based on a fleet of used double decker buses. New buses can take up to two years for delivery and are subject to shipping expense and taxes, making them an impractical option as an initial investment for the start of operations. Offerors may employ other investment strategies to meet the contractual requirements.

28. When Tourmobile was the concessioner for the Interpretative service, the contract included the numerous small ticketing kiosks on the National Mall. Today these kiosks are unused and unoccupied. What is the Service's plan for these ticketing buildings? No specific section.

Service Response: The Draft Contract does not assign facilities within the Area to the Concessioner.

29. Please confirm that the Competitive Market Declaration Method of pricing, as described in the bid documents allow for a concessioner to adjust their price through a dynamic pricing strategy whereby price can increase or decrease based on market conditions such as seasonality or demand? Business Opportunity, p8, Doing Business with the National Park Service.

Service Response: Yes, the Service's Competitive Market Declaration (CMD) rate method allows for a dynamic pricing strategy. The Service will monitor to verify that CMD rates remain within reasonable thresholds of competitors, that utilization remains similar to prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrates visitors are satisfied with the Concessioner's services.

30. The pandemic caused significant volatility in the sightseeing and tour industry over the last few years, with the last 'normal' year of operation being 2019. As a potential responder to the bid, can we request the current concessioners 2019 financial results, including ridership and gross revenue, (adjusted for advertising wraps)? Business Opportunity, p19, Historical Concessioner Data.

Service Response: The Service has provided historical gross receipts from the operation from 2021 to 2023 on page 19 of the Business Opportunity. The Service provides this information (gross receipts of the current concession contract 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 data as this could be considered confidential to the Existing Concessioner.

31. On page 11 of the Business Opportunity, it states that because of current ridership and visitation to the National Mall, "the Service is of the opinion that there is a market to support the award of up to three contracts for interpretive transportation services within the Park." We kindly request to understand if this is the Park's intent and how it will affect and impact bus routes, ridership, guest payment, guest experience, and fees. For example, but not limited to:
- Bus route schedules and the 11 stops: would this create segmentation of routes based on the different contracts?
 - Guest experience: if all 3 contracts cover the same 11 stops, how do guests pay and hop on/off of buses that are with different companies?

Service Response:

- Subject to the requirements of the Draft Contract, including minimum stop requirements and vehicle requirements, each Concessioner would be free to create its own unique route and schedule using the vehicles of its choice. The Service assumes these flexibilities will result in different, unique experiences for visitors depending on which Concessioner the visitor uses.
 - There will be up to three different concessioners operating at each stop with their own individual signs for the stop at the same location. The Service assumes each Concessioner will inform its riders of payment options and how to identify the correct Concessioner vehicle.
32. On page 16 of the Business Opportunity, the Service projects ridership in 2026 at around 250,000. Can the Service please provide the historic ridership actuals for 2022, 2023, and year to date for 2024?

Service Response: You may utilize the Service's Visitor Use Statistics website at <https://irma.nps.gov/Stats/Reports/Park/NCPC>. Select "Monthly Public Use." At the bottom of the report the current concession contract reporting is under the name "Tourmobile." You can then select different months and years in a drop-down menu at the top of the report.

33. On Page 18 of the Business Opportunity, it states that the Existing Concessioner operates a fleet of 18 leased open-top double-decker vehicles with an average capacity of 70 passengers. The Service has estimated personal property needed to begin operation on day one is \$5.83M. The Service estimates the Concessioner would need 36 smaller buses instead of the 18 x 70-passenger double-decker buses currently used and leased

by the incumbent to accommodate demonstrated demand and adhere to Draft Contract(s) headway requirements. With that said can the Service please confirm the following:

- a) Is it the expectation of the Service that the Concessioner should purchase or lease 36 new smaller buses that assume the capacity of 35-40 riders?
- b) Is the \$5.83M estimated personal property expense just for the buses or includes other requirements such as maintenance equipment, spare parts etc.?
- c) What is the breakdown and description of the \$2.845M in inventory and working capital?

Service Response:

- a) The Concessioner will determine whether to lease or purchase the vehicles. The Concessioner is not limited to the vehicle types described in the Business Opportunity. The Service provided information on the historical fleet and provided an example of how a concessioner might meet the headway requirements with a different fleet. Offerors should use their understanding of the market demand, contract requirements, and vehicle capacity to develop their own projections.
- b) The estimated personal property expense includes the fleet, maintenance and office equipment, and initial parts inventory.
- c) Working capital includes merchandise inventory, accounts receivable, and accounts payable.

34. Please provide the historic estimated costs for replacement/capex reserves and repairs. Also, given the fleet will double in size how has the Service estimated these expenses for the future?

Service Response: The Service does not provide historical costs for replacement/capex reserves and repairs as this could be considered confidential to the Existing Concessioner. The Service does not estimate a concessioner's fleet will double in size. The vehicle type and fleet size will be proposed by the Offeror. Therefore, each Offeror should use its understanding of its proposed fleet to estimate replacement and repair costs.

35. Please explain the required cleaning, wash, and fueling requirements for the vehicle fleet.

Service Response: Please see Exhibit B: Operating Plan, Section 4)D)(1)(a), *Fuel*, and Section 4)D)(8)(e), *Cleaning and Custodial Maintenance for Vehicles*.

Service Amendments to Prospectus Documents

1) Operating Plan, Section 3)B)(6)

Delete the following sentence at the end in its entirety:

“The Concessioner must receive prior approval from the Service for deviations from the approved schedule of operations.”

2) Operating Plan, Section 4)B)(1)

Delete the following in its entirety:

“The stops referenced above are defined on the maps attached at the end of this Operating Plan. The Concessioner’s customer service representatives must remain within the areas defined on the attached map for each stop. The Service may, with written notice to the Concessioner, at any time, modify the number of customer service representatives and the stops at which the representatives may be located.”

Replace with the following:

“The stops referenced above are defined on the maps attached at the end of this Operating Plan. The Concessioner’s customer service representatives must remain within the areas defined on the attached map for each stop. Short overlap or “transition” time between customer service representatives is permitted. The Service may, with written notice to the Concessioner, at any time, modify the number of customer service representatives and the stops at which the representatives may be located.”

3) Operating Plan, Section 4)B)(5)

Add the following sentence at the end:

“The Service will consider requests from the Concessioner to use temporary items such as carts with umbrellas that can be removed on a daily basis.”

4) Operating Plan, Section 4)D)(2)(a)

Add the following sentence at the end:

“Wheelchair ramps are acceptable in lieu of wheelchair lifts.”

5) Operating Plan, Section 4)E)(3)(b)

Delete the following in its entirety:

“The Concessioner must provide a full refund to groups or individuals that cancel within 48 hours of a scheduled reservation date.”

Replace with the following:

“The Concessioner must provide a full refund to groups or individuals that cancel 48 hours or more before a scheduled reservation date.”