

Amendment No.1 to Solicitation # VA-NAMA003-25

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INTRODUCTION

To: All Recipients of the Request For Proposals (RFP), Solicitation No. VA-NAMA003-25, to Manage Commercial Visitor Services at National Mall and Memorial Parks under the Visitor Experience Improvements Authority ("VEIA")

In the RFP issued June 3, 2025, the National Park Service ("NPS" or "Service") stated it would accept questions about the RFP submitted in writing and received by July 7, 2025. Below, the NPS has responded to questions about the RFP received within the allotted time.

The NPS has amended two of the solicitation documents: The RFP and Draft Agreement Exhibit 4: Maintenance Requirements. The amendments are described below in the NPS responses to the questions, except for the amendment to RFP Selection Factor 3 (Waste Reduction), which has been amended to reflect recent policy changes prescribed by Executive Order 14208 and Secretary's Order 3430.

Glossary of terms used throughout this document.

Draft Agreement refers to the draft VEIA Privilege Percentage Agreement No. VA-NAMA003-25 under Solicitation # VA-NAMA003-25.

Operator refers to the entity that will be the operator under the Draft Agreement.

Respondent(s) refers to an entity submitting a proposal in response to Solicitation # VA-NAMA003-25.

HISTORICAL DATA AND BACKGROUND

QUESTION 1. Can you provide historical revenues for 2022 through 2024 by individual kiosk noted in the solicitation?

NPS RESPONSE: Other than historical revenues by department on page 12 of the RFP, the Service will not provide further historical operating information that could be considered confidential to the existing concessioner.

QUESTION 2. Please provide historical food and beverage sales mix (food, NA beverage, alcohol).

NPS RESPONSE: Other than historical revenues by department on page 12 of the RFP, the Service will not provide further historical operating information that could be considered confidential to the existing concessioner.

QUESTION 3. Please provide historical utility costs for the food and beverage provider. Are there any historical numbers related to utility charges?

NPS RESPONSE: The Service cannot provide historical utility costs for the existing concessioner because this type of information could be considered confidential to the existing concessioner.

SERVICE ESTIMATES

QUESTION 4. Could you provide any available historical data or projections regarding expected visitor foot traffic and average daily transactions for food and beverage vendors at these locations to assist with operational planning?

NPS RESPONSE: See section V.C.1. of the RFP (starting on page 13) for projected use ranges.

RFP RESPONSE REQUIREMENTS

QUESTION 5. In Questions number 1.9 and 1.10 is it accurate to interpret that NPS is narrowly looking for an operator with equivalent experience at one particular property and not an operator who has an equivalent breadth of experience albeit spread across multiple unrelated but still high profile, high visitation and complex properties that are not in the same geographic area. If that is not the case, would the NPS be open to modifying the required experience for questions 1.9 and 1.10?

NPS RESPONSE: The NPS is interested in proposals demonstrating the Respondent's experience managing quick service food and beverage operations and retail operations similar in scale and complexity to those required by the Draft Agreement. As stated in selection factor 1.9 and 1.10 in the RFP, for the food and beverage example, rather than requiring the example be for one physical location, the Service will accept an example of an operation with multiple quick service food and beverage outlets within a defined geographic area under shared management, similar to the premises assigned under the Draft Agreement. For the retail example, the Service will only accept an example of a single, stand-alone retail outlet, similar to the required retail outlet under the Draft Agreement.

RFP PROCESS

QUESTION 6. Where and when are potential interviews expected to be conducted?

NPS RESPONSE: The Service must award the Draft Agreement before December 16, 2025. Given the time constraints, if the Service needs to conduct interviews, the interviews would be virtual and occur prior to

September 5, 2025.

FACILITIES

QUESTION 7. Who is responsible for maintenance to the geothermal system outside of the kiosk “footprint”? In the event there is a leak, crack, or other similar maintenance need, who bears the responsibility and costs to remediate?

NPS RESPONSE: The Operator will be responsible for maintaining all HVAC equipment, including the geothermal systems that service the kiosks, and the costs to remediate maintenance needs. The Service has amended the Draft Agreement, Exhibit 4: Maintenance Requirements to clarify this.

QUESTION 8. Has an assessment been completed on the geothermal system, plumbing, and major mechanical equipment in each kiosk? If so, can that be shared?

NPS RESPONSE: The Service will share any assessments and inspections it has of the geothermal system with the Operator.

QUESTION 9. Due to the location and footprints of each kiosk, how often is there vandalism? Who is responsible for remediating any significant damage from vandalism?

NPS RESPONSE: There have been five reported instances of vandalism to the kiosks over the past five years. The Operator will report any instances of vandalism to the NPS. Any graffiti will be removed by the NPS. The Operator will be responsible for remediating any other damages to the assigned facilities.

QUESTION 10. It is noted that the Initial Investment includes costs of acquiring the existing operator’s personal property, estimated cost of “correcting deferred maintenance”, costs of acquiring required furniture, fixtures, and equipment, and start-up costs. Can you provide a more comprehensive list of the deferred maintenance that needs to be corrected, and what specific allocation the NPS has designated to those corrections from the total of \$1,735,000? In addition, how were the estimates for deferred maintenance computed – ie. through 3rd party quotes, or alternative methods?

NPS RESPONSE: The Service has amended RFP Section I.A., page 1, footnote 2, to remove the mention of the “estimated cost of correcting deferred maintenance”. In calculating the minimum privilege fee, the Service has assumed sufficient expenditures for performing required maintenance and making required capital improvements.

QUESTION 11. Who is responsible for snow and ice removal around the kiosks under the new contract?

NPS RESPONSE: As described in the Draft Agreement, Exhibit 4: Maintenance Requirements, the Operator is responsible for maintaining all roads, parking areas, and walkways within the premises. The Operator must ensure that paved/unpaved surfaces are safe for pedestrian traffic and kept clean and free from litter and other debris at all times, including snow and ice removal.

QUESTION 12. When was the most recent condition assessment completed? Can a copy of the condition assessment be shared? (Is a property condition report available?)

NPS RESPONSE: The most recent third-party condition assessment was conducted in 2012 by an independent architecture and engineering (A&E) firm. Since then, the assessment has been updated periodically to reflect changes in facility condition and completed repair work, with the most recent update completed in 2024. The property condition data and associated reports will be made available to the Operator.

QUESTION 13. How many designated employee parking spaces? How many parking spots are there throughout the park?

NPS RESPONSE: There are no designated employee parking spaces in the park; however, there are permit only parking areas throughout the park. The NPS can issue up to 75 parking permits for the Operator's staff.

QUESTION 14. What is the water source and is there a recent water test showing hardness and PH?

NPS RESPONSE: The District of Columbia water and sewer authority (DCwater.com) is the utility provider for water for the premises and would be the appropriate entity to provide any information on the hardness, PH, or other water quality.

QUESTION 15. Is the garbage and recycling services provided by the NPS or an outside vendor?

NPS RESPONSE: As stated in the Draft Agreement, Exhibit 4: Maintenance Requirements, the Operator must transport and dispose of solid waste that is not recycled at a legally compliant sanitary landfill or transfer station. The Operator must transport recyclables to a legally compliant recycling center. The NPS will not provide these services for the Operator.

QUESTION 16. What waste streams (e.g. composting, aluminum recycling, etc.) are currently being used on the National Mall and which organization(s) owns the waste hauling contracts? What are the current waste diversion rates?

NPS RESPONSE: The Service maintains public recycling bins for use by visitors throughout the park. The Operator will be responsible for managing and removing all solid waste and recyclable materials generated by their operations. In some cases the Operator may need to self-haul to a licensed facility or work with an authorized vendor permitted to operate on NPS property. Last year, overall waste diversion rates for the park were as follows: construction and demolition = 5.7% diverted, municipal solid waste = 70.75% diverted, total waste = 41.79% diverted.

QUESTION 17. Does the Service know how often trash is currently removed from the kiosks?

NPS RESPONSE: The existing concessioner has a waste company pick up trash 3-5 times a week from the kiosks.

QUESTION 18. Are all kiosks separately metered by the respective utility companies, are the kiosks metered and billed by the NPS? Are there any historical numbers related to utility charges?

NPS RESPONSE: The kiosks are metered and billed by the respective utility companies. The Service cannot provide historical utility costs for the existing concessioner's operations because this type of information could be considered confidential to the existing concessioner.

QUESTION 19. Are water, electricity, and waste disposal services provided at the service locations, or will vendors need to arrange for these independently?

NPS RESPONSE: The Operator will need to arrange for these services independently.

QUESTION 20. How many physical sites across the National Mall and Memorial Parks will we potentially be serving under this agreement?

NPS RESPONSE: Eight (see the Draft Agreement, Exhibit 1: Assigned Premises).

FF&E

QUESTION 21. Are there requirements regarding the types of equipment that can be used at kiosks or mobile units (e.g., refrigeration, cooking equipment)?

NPS RESPONSE: All equipment must be compatible with the facility's design, utilities, and operational requirements, and must support the services described in the Draft Agreement. Equipment must fit entirely within the existing interior footprint of the kiosk or mobile unit. No exterior additions or expansions are permitted without prior written approval from NPS. Additionally, certain equipment types may be restricted due to safety, ventilation, or fire code limitations (e.g., open flames, gas-fired appliances, or high-wattage cooking equipment). All equipment installations are subject to review and approval by NPS to ensure compliance with applicable codes and park standards..

QUESTION 22. Will we be able to bring in a new POS system or are we required to use the existing Clover POS?

NPS RESPONSE: Yes, the Operator can use a new POS system and is not required to use the existing Clover POS.

QUESTION 23. Will the awardee of the contract be required to replace all the equipment for the operation of the food service?

NPS RESPONSE: See Section 7(E) of the Draft Agreement.

QUESTION 24. Could you please clarify which kitchens, prep areas, or commissary spaces are available or required to be used under this agreement?

NPS RESPONSE: See Section III.B. and C. of the RFP, Section 3(A)(1) of the Draft Agreement, and the Draft Agreement, Exhibit 1: Assigned Premises.

QUESTION 25. Who is responsible for building out or setting up any kitchen facilities necessary for operations, and what existing infrastructure is currently available for food preparation and storage?

NPS RESPONSE: The Operator will be responsible for building out or setting up any kitchen facilities necessary for operations. The existing infrastructure was available for observation during the mandatory site visit on June 20, 2025.

DRAFT AGREEMENT TERMS

QUESTION 26. Considering that the Federal Government owns the Real Property, is it required that the successful bidder provide Building(s) and contents coverage and Boiler and Machinery/Equipment Breakdown coverage?

NPS RESPONSE: Yes. See Section 3 of the Draft Agreement, Exhibit 6: Insurance.

QUESTION 27. How many vendors will be operating across the National Mall under this agreement? Will there be exclusivity for certain items, or will multiple vendors be offering similar products?

NPS RESPONSE: Under the Draft Agreement, a single Operator will be authorized to manage food and beverage and retail services across designated locations on the National Mall. The Operator may propose the use of suboperators to provide these services, subject to NPS approval (see Section 19 of the Draft Agreement). The authority granted to the Operator is non-exclusive (Section 3(B) of the Draft Agreement) meaning NPS reserves the right to authorize additional operators under separate agreements. The premises under the Draft Agreement, however, will be exclusively assigned for the use of the Operator. Selection Factor 2 in the RFP requests Respondents' proposals for the food and beverage concepts for each of the locations. As stated in the Draft Agreement, Exhibit 3: Operating Requirements, the Operator may not have the same menu at more than two locations, and a kiosk menu may not be the same menu as the next nearest kiosk.

VISITOR SERVICES

QUESTION 28. What is the planned enforcement action by NPS or alternative jurisdiction to mitigate illegal vending? Is there a regular cadence for monitoring and who does the operator engage from NPS for support?

NPS RESPONSE: U.S. Park Police will continue multi-agency enforcement operations conducted in and around the National Mall with personnel from the DC Department of Licensing and Consumer Protection (DLCP), DC Health, DC Department of Public Works (DPW), the Federal Protective Service (FPS), and DC Fire and EMS (FEMS). U.S. Park Police regularly patrol the park and enforce applicable laws as they pertain to illegal vending. The Operator should engage with the U.S. Park Police and the Park Concessions Specialist for support.

QUESTION 29. During special events on the Mall, the kiosks at times have been made inaccessible. How will NPS handle this under the new contract?

NPS RESPONSE: The NPS will do everything it can to prevent special events from making the kiosks inaccessible. However, when the U.S. Secret Service is involved in providing security for an event, such as events designated as a National Special Security Event, the NPS has minimal control over what facilities must remain closed.

QUESTION 30. How many additional concession contracts and CUAs are located within The National Mall and what are the corresponding visitor services and company names?

NPS RESPONSE: The National Mall and Memorial Parks currently has 3 concessioners: An interpretive visitor transportation services concessioner (City Sightseeing, Washington, DC, Inc., dba Big Bus Tours Washington DC); the existing concessioner for the services required under the Draft Agreement plus the paddle boats at the Tidal Basin (Guest Services, Inc.); and a temporary food and beverage services concessioner (RGI Events and Public Relations, LLC). Additionally the park currently issues CUAs in the park for the following activities: pedicab transportation, guided exercise activities, temporary food and beverage in support of a permitted event, and the carousel operation.

QUESTION 31. Does the NPS dictate hours of operation for this solicitation? Are all the operations enumerated in the RFP required to be opened at the same time or can they be opened in a sequence?

NPS RESPONSE: The Operator must provide the mandatory services during the operating season and minimum hours of operation found in Section 4.A. of the Draft Agreement, Exhibit 3: Operating Requirements unless the Operator submits a written request according to the schedule noted in the Exhibit 3 to request changes that are approved by the NPS.

QUESTION 32. Are there any major construction projects or initiatives that are known to be within the area of assignment that could negatively impact operations and accessibility from visitors to each of the kiosks?

NPS RESPONSE: There are currently no major construction projects or initiatives funded for the premises. As described in the RFP, the Operator will be required to fund an Initial Capital Investment Program for the premises (see Section V.B. and Selection Factor 5.1.2).

If major construction occurs during the term of the Draft Agreement that adversely impacts the Operator's operations or accessibility to the kiosks, the Service would work with the Operator to establish temporary, alternative locations to serve the public.

QUESTION 33. What are the dates of required operation?

NPS RESPONSE: The Service anticipates the effective date of the Draft Agreement will be May 1, 2026, and the Draft Agreement will have a term of 10 years (see Section I.A. of the RFP). The specific schedule of operations for each kiosk can be found in the Draft Agreement, Exhibit 3: Operating Requirements, Section 4.A.1.

QUESTION 34. Our business offers sushi, ramen, bubble tea, and poke bowls. Are these menu items suitable for the sites under this agreement, considering visitor needs and operational constraints? Is it permissible to prepare sushi and related menu items at one centralized location and deliver them to other locations across the Mall for service?

NPS RESPONSE: The Service is not opposed to these menu items, or to preparing a particular item at one centralized location and delivering them to other locations, if provided in accordance with the terms of the Draft Agreement, including the quick food and beverage service standards and Public Health Service procedures based on the U.S. Food Code. Please see the NAMA VEIA Quick Service F&B Standards (Appendix 4 to the RFP) for further information. Additionally, the Operator may not have the same menu at more than two locations, and a kiosk menu may not be same menu as the next nearest kiosk (Draft Agreement, Exhibit 3: Operating Requirements, Section 6.B.).

QUESTION 35. Are there specific food safety certifications or additional National Park Service requirements vendors must meet beyond local health department compliance?

NPS RESPONSE: See the Draft Agreement, Exhibit 3: Operating Requirements, Section 6 and food and beverage service standards in the appendices to the RFP. As stated in Section 4.D of the Draft Agreement, Exhibit 3: Operating Requirements, a representative of the NPS's Public Health will conduct periodic evaluations of the Operator's food and beverage operations in accordance with the Public Health Service procedures based on the U.S. Food Code.

FINANCIAL TERMS

QUESTION 36. If the kiosks are closed, or the operating hours are altered for an event, or a homeless encampment occurs at a kiosk, or illegal vending occurs and is not immediately addressed, or there is a loss of power that disrupts business or causes product loss, or there is a disruption, such as fencing, staged construction trailers, or other temporary mobile structures, is there a mechanism for fee relief or alternative measures given the impact to performance?

NPS RESPONSE: The privilege fee is based on a percentage of the operator's gross receipts. If gross receipts decrease, the corresponding fee the operator pays is lower. Per Section 11(A) of the Draft Agreement, neither the Operator nor the Director will have a right to an adjustment of the fees.

QUESTION 37. Industry benchmarks in the greater Washington DC area support rent for F&B outlets to fall between 5% and 8% of yearly sales, though fast-casual restaurants are at the lower end of the range. In total, there are 17% in fees required for this contract (12% privilege fee plus 5% capital fee); what is the basis and approach for a substantially higher requirement relative to the competitive set within the region?

NPS RESPONSE: The NPS determined the Capital Renovation Account funding requirements (5% of gross receipts deposited monthly) based on anticipated major renovation and refurbishment projects within the premises that are outside the routine, operational maintenance of the premises. The NPS determined the minimum privilege fee required (12% of gross receipts) in consideration of projected revenues from operations and the investment requirements, including the Initial Capital Investment Program, and other obligations of the Draft Agreement. The NPS notes that because 54 U.S.C. § 101934 prohibits leasehold surrender interest for capital improvements under a VEIA contract, the minimum privilege fee in the RFP is substantially lower than what it would be if the Operator could receive leasehold surrender interest for capital improvements made during the term of the agreement.

QUESTION 38. Per Selection Factor 2 (SF2): Food & Beverage, it states that [concessionaire] deliver retail and food and beverage at "reasonable prices to customers". Can you elaborate what competitive analysis is required to support a reasonable price, the process for NPS approval and if this would align with other private F&B outlets in the greater Washington DC area? Are the museums on the Mall used as comps to develop a "reasonable" cost? What process is currently used by the NPS to establish or modify the pricing for this solicitation? Does the concessioner have the right to increase prices as it deems necessary without permission or notification to the National Park Service?

NPS RESPONSE: As provided in Section 3(E) of the Draft Agreement, all rates and charges to the public by the Operator for the visitor services must be reasonable and appropriate for the type and quality of the premises and visitor services when compared to comparable operations within the District of Columbia (DC). As provided in Section 4.A of the Draft Agreement, Exhibit 3: Operating Requirements, if the Service considers the Operator's rates unreasonable or inappropriate when compared to comparable operations within DC, the Service may implement a rate approval process. The rate approval process would align the rates with comparable operations within DC.

CAPITAL PROJECTS

QUESTION 39. Is it NPS's intent to require the Operator to fund all Capital Improvement regardless of when they take place during the term of the contract? The definition in Section D seems to indicate that improvements will be tracked using GAAP standards but also states all capitalization must be completed by the end of the term of the contract. Does this mean an operator would be liable for the financial payment if a kiosk is destroyed by a Force Majeure event regardless of how much time is left in the contract. (Example – a Kiosk is destroyed by an act of vandalism in year 8 of the contract. However, the insurance value does not cover the full replacement cost. Is the operator required to fully cover the replacement cost even though the term will not allow them to recuperate their investment.)

NPS RESPONSE: Yes, in the event of damage or destruction, the Operator is required to repair or replace those premises and personal property used by the Operator in the performance of its obligations under the Draft Agreement. For this purpose, the Operator is required to provide property insurance coverage for the premises as specified in Exhibit 6: Insurance Requirements. In the event of loss, the Operator must use all proceeds of such insurance to repair or replace the damaged or destroyed property. The Operator will not be relieved of these obligations because insurance proceeds are not sufficient to repair or replace damaged or destroyed property (Section 12(D) of the Draft Agreement). The amounts of insurance, limits of liability, and coverage terms included in Exhibit 6 are not intended as a limitation of the Operator's responsibility or liability under the Draft Agreement, but rather an indication of the minimum types, amounts, and scope of insurance the NPS considers necessary to allow the operation of the premises (Section 1, Draft Agreement, Exhibit 6: Insurance).
