

**AMENDMENT NO. 1
SOLICITATION # CC-ACAD01X-24**

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To: All Recipients of the Prospectus, CC-ACAD01X-24, to provide Narrated Interpretive Bus Tours within Acadia National Park on Mount Desert Island, Maine.

In the Prospectus issued June 13, 2023, the National Park Service ("Service") stated it would respond to questions about the Prospectus if submitted in writing and received by July 26, 2023. Below, the Service has responded to all timely received questions..

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 with respect 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 shall not be considered a waiver of the deliberative process privilege by the Service with respect to those reports, studies and documents as a whole, or to any other information contained therein.

Service Responses to Offerors' Questions on Solicitation # CC-ACAD01X-24

Glossary of terms used throughout this document.

Concessioner: refers to the new concessioner to be awarded the Draft Contract through this solicitation process.

Draft Contract: refers to the new concession contract(s) to be awarded through this solicitation process (CC-ACAD01X-24).

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

GENERAL

QUESTION 1. Number of Contracts. What planning document or justification does the Service have to limit the number of bus tour concessions contracts to three and/or limit the number of bus/vehicle tour CUAs? What will the Service do if it receives less than three timely Notices of Intent to Submit a Proposal or less than three responsive proposals for this solicitation? What changes would it make to the one or two awarded contracts? If the Service does not receive three bids for these contracts, would it then allow a concessioner to hold more than one contract?

SERVICE RESPONSE: The Service conducted financial analysis to determine that up to three contracts would be optimal for this business opportunity. The Service has no current plans to limit the number of bus and vehicle tour CUAs. As stated on page four of the Business Opportunity, the Service intends to award up to three concession contracts. The Service does not anticipate a material change to the contracts, regardless of whether it awards one, two or three contracts. As stated on page four (4) of the Business Opportunity, a single Offeror may not obtain more than one contract.

QUESTION 2. Foreign Companies. Will foreign-owned companies be allowed to be concessioners?

SERVICE RESPONSE: There does is no restriction on prospective concessioners being foreign-owned.

QUESTION 3. Influence of Acadia National Park. How much input/influence will Acadia National Park officials have in choosing the concessioners, or will the decision be made by Service officials in Washington or Philadelphia without ANP input? Will past operating history in Acadia as CUA holders or former concessioners be taken into account?

SERVICE RESPONSE: Regulations at 36 CFR Part 51 establish the process for the evaluation and scoring of proposals the Service receives. As stated in Sec. 5.3.2 and Sec. 5.3.3 of the [Commercial Services Guide](#), regional directors convene evaluation panels to review and analyze proposals. Park employees may serve as technical advisors but may not be voting members of the evaluation panel. The past operating history of an offeror that is a CUA holder or a former concessioner would be taken into account under Principal Selection Factor 3 (PSF3), which solicits information regarding “[t]he experience and related background of the offeror, including the past performance an expertise of the offeror in providing the same or similar visitor services as those to be provided under the concession contract.” 36 C.F.R. §51.17(a)(3). To address PSF3, each offeror must report not only information demonstrating its ability to successfully manage the concession, but also past violations and infractions.

QUESTION 4. Timing of Selection and Award. When will the decision be made and when will the new contracts be issued?

SERVICE RESPONSE: The Service anticipates announcing selection of concessioner(s) prior to January 1, 2024.

QUESTION 5. Sale and Transfer of Contract. If the contract is not working, what are the options available to the concessioner? May a concessioner sell their company during the contract?

SERVICE RESPONSE: The Service and the Concessioner have a shared interest in the success of the contract. If the Concessioner is experiencing difficulties, the Service encourages the Concessioner to communicate this clearly with the Service to explore potential solutions within the terms of the contract.

In accordance with 36 CFR sections 51.85 and 51.86 , concessioners may not assign (i.e., sell, convey, grant, contract for or otherwise transfer) or encumber (i.e., pledge, mortgage, or otherwise provide as a security interest for any purpose) the following without Service review and approval:

- Concession contracts.
- Rights to operate under or to manage the performance of a concession as subconcessioner or otherwise.
- Controlling interest in a concessioner or a concession contract (controlling interest for the purpose of assignment and encumbrance transactions is defined at 36 CFR 51.84).

The purpose of the Service review and approval process of assignment and encumbrance transactions is to ensure that the concessioner, assignee, or operator, as applicable, will be in a legal, managerial, and financial position to meet the terms of the contract and provide the appropriate services to the public. Assignments and encumbrances frequently have the effect of introducing a new operator or structurally changing the operator’s business. As a result, the Service’s review of an assignment or encumbrance is similar to its review of responses from prospective concessioners to the Service’s prospectus requirements.

Section 6.3.6 of the [Commercial Services Guide](#) discusses assignments and encumbrances in greater detail. Sections 8 and 9 of the Draft Contract further describe suspension, termination, expiration, assignment, sale, and encumbrance of interest related to this contract. Other relevant sections of the prospectus include but are not limited to: Sec. 5(a)(1) of the Draft Contract (Franchise fees reconsideration and adjustment), and Sec. 1 of the Operating Plan (revisions and updates to Operating Plan).

QUESTION 6. Previous Prospectus. Will a copy of the previous solicitations that the current concessioners were required to complete be made available?

SERVICE RESPONSE: Yes. A copy of the previous prospectus, issued November 13, 2003, is available upon request at NER_Concessions@nps.gov.

BUSINESS OPPORTUNITY

QUESTION 7. Entrance Fees. For visitors/passengers entering the park on our tour buses, are the entrance fees going to be per person or per vehicle? If per vehicle, what is the fee? What is the long term price point for entrance fees?

SERVICE RESPONSE: The entrance fee charged to the concessioner will be based on the commercial tour fee schedule, according to the vehicle's manufacturer specifications for vehicle occupancy. The Service is unable to anticipate future fee rates. Entrance fees are not subject to concessioner franchise fees. The Concessioner may pass the entrance fee through to its customers and the Concessioner will not include the entrance fee amount in its gross receipts. The current commercial tour fee schedule is as follows:

| | | |
|----------------|----------------|-------|
| Sedan | 1-6 Capacity | \$25 |
| Van | 7-15 Capacity | \$50 |
| Mini Bus | 16-25 Capacity | \$60 |
| Bus/Motorcoach | 26+ Capacity | \$150 |

QUESTION 8. Competition from Commercial Use Authorizations (CUAs). Will the Service limit the number of CUAs it will issue? Please detail the changes in the CUAs that will happen in 2026. Will the CUA holders, pre-2026, be allowed to compete directly with the bus tour concessioners in terms of pickup locations, tour routes, tour schedules, and pricing? What about 2026 and after? What will happen to the CUAs if there is a delay in the implementation of the Transportation Plan? What will the annual fee be for one of the bus/van tour CUAs? May a concessioner also hold a CUA and operate small group excursions under that CUA?

SERVICE RESPONSE:

No limits to quantity of CUAs: The Service does not have any plans to limit the number of CUAs it issues.

Vehicle size: Starting in 2026, the park will not issue a CUA permit to an operator of a vehicle that cannot fit into a standard parking space (8.5ft. by 11ft., vehicle length no more than 21ft.). In 2024 and 2025, CUA holders will be able to operate vehicles within Acadia National Park that do not fit within a standard parking space. Concessioners, by contrast, will be allowed to operate and park vehicles up to 38 feet in length throughout the term of the Draft Contract.

Pickup locations: The Service does not control departure and staging locations outside Acadia National Park. All concessioners and CUA holders will arrange their own logistics for departure and staging.

Pricing: Pricing for services authorized by the Draft Contract will be subject to approval by the Service as described in Draft Contract Section 2(d), and Exhibit B (Operating Plan) Section 4(B). CUA activities are not subject to Service approval for pricing.

Tour routes and schedules: Beginning in 2026, concessioners operating under the Draft Contract will have exclusive parking at the Bus Zone Area at Cadillac Mountain Summit that will not require a vehicle reservation. Beginning in 2026, concessioners operating under the Draft Contract will also have exclusive parking at the Bus Zone Area at Thunder Hole and Jordan Pond House on a first-come, first-served basis.

In 2024 and 2025, CUA holders will be authorized to make bus and motor coach vehicle reservations for Cadillac Mountain Summit and may park in the Bus Zone Area. The Service will set aside a certain allotment of vehicle reservation inventory to be used exclusively by the concessioners.

As noted above, beginning in 2026, the Service will **not** issue CUAs to commercial vehicles that do not fit within a standard parking space (8.5ft. by 11ft., vehicle length no more than 21ft.), and CUA holders will be prohibited from parking vehicles in the Bus Zone Areas. CUA holders will continue to be able to make vehicle reservations for Cadillac Mountain Summit in 2026 and forward, but only for standard parking spaces (8.5ft. by 11ft., vehicle length no more than 21ft.).

Transportation Plan implementation for CUAs: Acadia National Park is implementing its [Transportation Plan](#), which was finalized in 2019. As part of this implementation, the Service will not issue CUAs to operators using vehicles that do not fit within a standard parking space (8.5ft. by 11ft., vehicle length no more than 21ft.) beginning in 2026. The Service does not anticipate any delay in implementing this element of the Transportation Plan.

CUA fee: The CUA fee at Acadia National Park will comply with the Servicewide CUA program. The CUA fee structure may change in the future. The current commercial tour fee schedule is provided in the answer to Question 7.

Small group excursions: Small group excursions are authorized but not required under the Draft Contract. If a concessioner offers small group excursions as authorized by the Draft Contract, the concessioner will not be required to obtain a CUA for that activity. If a concessioner chooses to obtain a CUA for this activity, its company will be operating as a CUA holder while engaging in that activity and will be required to abide by the CUA terms.

Page 16 of the Business Opportunity states that, "Each Concessioner may operate additional vehicles with smaller passenger counts as well." However, any such smaller concessioner vehicles will not count toward meeting the minimum bus fleet requirements of Sec. 5(B) of Exhibit B (Operating Plan) of the Draft Contract.

QUESTION 9. Competition from Free Shuttle in Park. How is Downeast Transportation incorporated into the model? Will a concessioner interested in transport services be competing with a free service?

SERVICE RESPONSE: The Service's projections for this business opportunity assume the continued operation of Downeast Transportation's seasonal Island Explorer, a fee-free bus shuttle that transports passengers to destinations inside and outside of park boundaries, for the duration of the term of the Draft Contract. The Island Explorer does not operate on Cadillac Mountain Road.

QUESTION 10. Initial Investment in Buses. On the \$2.4 million estimated initial investment in buses, what are the specifics?

SERVICE RESPONSE: Exhibit 7 on page 16 of the Business Opportunity presents Service estimates of the average initial capital investment for each Concessioner. The \$2,430,000 figure represents Service estimates for the acquisition cost of new 30-36 passenger buses that feature emissions-reducing (or emissions-eliminating) technologies, inflated to 2024 dollars. This figure also represents Service estimates for initial leasing costs for a temporary bus fleet to use during the first operating season, for a total of \$2.43 million in initial fleet investment at the beginning of the contract term.

QUESTION 11. Electric, Hybrid, and Alternative-Fuel Buses. Does Service management agree that, due to lack of charging infrastructure and the hilly route(s), it is not yet feasible to operate 100% electric buses? The prospectus indicates vehicles must have benefits such as reduced emissions from alternative fuels or hybrid technologies. Is there more specific information available about what kind of technologies are acceptable and how much buses employing those technologies cost? If a concessioner applicant already owns buses with traditional internal combustion engines, how long will the concessioner be able to operate those? Is there a deadline after which they can no longer be used?

SERVICE RESPONSE: Concessioners must comply fully with the minimum fleet requirements set forth in Sec. 5(B)(3)(e), page B-8, of Exhibit B (Operating Plan) that “buses must be fuel efficient, operate on clean burning fuel or a hybrid electric system, and/or use biodiesel fuel” by the start of the 2026 operating season, expected to be May 1, 2026. Concessioners will not be able to use buses that do not meet this requirement after this date. The Service has not made a determination about the viability of electric buses and is interested in implementing a variety of effective technologies.

The Concessioner is responsible for conducting its own research into the cost, environmental effectiveness and feasibility of the technologies proposed in its fleet commitments. Secondary Selection Factor 1 of the Proposal Package requires the Offeror to describe its commitments that will improve performance, ensure reliability, and reduce adverse impacts on air quality and the soundscape and, at a minimum, to address fuel consumption, emissions, and noise levels in its response.

QUESTION 12. Ridership Demand for Concession Operations. Based on recent past history, about how many tours from land-based buses (that exceed the new size limits) will have to switch over to concessioner-based tours? Of the estimated cars entering the park in recent years, what percentage of them will not be given a reservation but must instead use concessioners if they want to go on the Park Loop Road? When will Acadia begin requiring reservations for the Park Loop Road? Does the Service envision an eventual elimination of cars from the park?

SERVICE RESPONSE: The Service estimates potential additional ridership from standard motor coaches (that exceed the new limits) at 13,000 to 70,000 annual passengers. The Service estimates potential additional ridership from the timed-entry reservation system to be approximately 30,000 passengers. These estimates are provided on page 12 of the Business Opportunity. The ridership and revenue projections the Service provides in the Business Opportunity include projected increases generated by reservation requirements for Cadillac Summit Road. These same revenue projections do not include revenue increases generated from reservation requirements for the Ocean Drive Corridor of the Park Loop Road.

The timeline and likelihood of reservation requirements for the Ocean Drive Corridor are unknown at this time. The Service understands the potential impact of this measure to be neutral or positive for the Concessioner.

The elimination of private vehicles in Acadia National Park is not part of the Acadia Transportation Plan/ Environmental Impact Statement’s preferred alternative.

The Service reminds each Offeror that it must compile and present its own financial projections based on independent assumptions, due diligence, and industry knowledge.

QUESTION 13. Concessioner Bus Limitation at Cadillac Mountain and Thunder Hole. Will there be a limit per concessioner on trips and/or parking spaces at Cadillac Mountain and Thunder Hole? How many bus parking spaces will be available on Cadillac summit and at Thunder Hole? May a concessioner have more than two buses anywhere on Cadillac Mountain? E.g., two buses at the summit, two buses coming up, two buses headed down for six buses simultaneously, but only two parked? May a concessioner have more than two vehicles parked on Cadillac Mountain?

SERVICE RESPONSE:

The Service will not limit the number of concessioner trips initially; however, the Service will monitor conditions and may add scheduling restrictions to the Operating Plan to address bus congestion and ensure equitable use if needed.

In 2024 and 2025, the Service will set aside a certain allotment of vehicle reservation inventory to be used exclusively by the concessioners at Cadillac Mountain Summit. Beginning in 2026, concessioners will have exclusive use of the Bus Area Zone at Cadillac Mountain Summit, which is 315 feet in length.

For Thunder Hole, beginning in 2024, parking will be first come first served with no more than two buses per operator at any given time. Starting in 2026, CUAs will only be issued for operators with vehicles that fit into a standard parking space (8.5ft. by 11ft., vehicle length no more than 21ft.) and concessioners will have exclusive use of the Bus Zone Area at Thunder Hole, which is 277 feet in length.

QUESTION 14. Changes to Bus Parking in Park. With smaller buses, will the number of bus parking spaces in any or all locations expand to reflect fewer seats per coach?

SERVICE RESPONSE: The Service does not anticipate changing the length of the existing bus parking areas. The number of vehicles that the space can accommodate may change depending on the length of the vehicles.

QUESTION 15. Service Promotion of Concession Operations. Will concessioners be listed on the Acadia National Park web site? Will park officials steer land-based tour bus companies towards any or all of the concessioners? Will support/advertising/marketing for the concessioners be offered by Acadia National Park?

SERVICE RESPONSE: The Service is very limited in the ways it may promote a Concessioner's services. The Concessioner's contact information may be listed on the park's nps.gov/acad website and may be cited in the park's newsletter distributed to visitors at entrance stations and elsewhere.

The Service understands the Concessioner to be the primary source for marketing its services to visitors. Secondary Selection Factor 2 of the Proposal Package (page 23) requires the Offeror to describe seven specific elements of its proposed marketing strategy.

The Concessioner may use the Service concessioner mark which incorporates the Service Arrowhead symbol and indicates that an operation is an authorized Service concession operation. Concessioners are encouraged but not required to use this mark to demonstrate their contractual affiliation with the Service. Only concessioners with current contracts in good standing are permitted to use the Service concessioner mark.

QUESTION 16. Requirements outside the Park. What sort of facility/meeting point will each concessioner be required to have outside the park? A separate building? Kiosk? Parking space? Is there an opportunity to share the Island Explorer area in Bar Harbor for staging? May a concessioner have multiple vehicle lease partners? If the Island Explorer system has drivers who would like to get additional hours beyond the maximum number that Island Explorer allows, will Island Explorer share those individuals' names and contact information with concessioners who might want to use them on a part-time basis?

SERVICE RESPONSE: Each Offeror will determine its proposed out-of-park operations. Principal Selection Factor 2 of the Proposal Package (page 9) requires Offerors to describe its proposed operations, including a description of its proposed bus staging and boarding areas within the greater Mount Desert Island area and any initial agreements made with local businesses (such as hotels) for use of parking lots.

QUESTION 17. Use of New Visitor Facility. Will ANP allow any concessioner tours to depart from the new visitor facility that is under construction in Trenton?

SERVICE RESPONSE: The Service encourages Offerors to consider using the Acadia Gateway Center, which will be a state-owned and operated transit facility in Trenton, ME. It is scheduled to open in May 2025. Offerors may contact Maine Department of Transportation (DOT) to discuss potential opportunities for staging tours at this location.

Contact Information:
Nate Moulton
Director, Office of Freight and Passenger Services
Maine DOT
nathan.moulton@maine.gov
207-624-3560

QUESTION 18. Hop on Hop Off Service. Would a Hop on hop off service be compliant?

SERVICE RESPONSE: Yes. This is an authorized service under the Draft Contract.

QUESTION 19. Highlighted Text. Why are some of the numbers on page 4 of the Business Opportunity document highlighted in yellow?

SERVICE RESPONSE: The highlighting on page four of the Business Opportunity is a formatting error. The Service has removed the highlighting from the version of the Business Opportunity currently available on the nps.gov website.

PROPOSAL PACKAGE

QUESTION 20. Principal Selection Factor 1. For PSF1, Part 3 - does the Service want Offerors to explain how they will educate passengers about resource stewardship - or how they will educate passengers about the resources of Acadia National Park, or both?

SERVICE RESPONSE: Both. The Service seeks, in response to Principal Selection Factor 1, a description of how the Offeror will educate passengers about natural, cultural, and scenic resource stewardship both generally, and specific to Acadia National Park.

QUESTION 21. Principal Selection Factor 2. PSF2 suggests that one example of interpretive materials and tools that may be used onboard the bus include: "(2) Technology, such as user-controlled onboard audio connections, technologies that magnify and enhance images of wildlife, mobile apps, audio devices, closed-captioned services, and recordings in multiple languages." However, on page B-10 of the Exhibit B - Operating Plan, under C) Scope and Quality of Service, subpart (3)(a) says "The Concessioner must provide live narrated interpretive bus tours. The Concessioner must not use recorded narrated programs." Will the Service please clarify whether or not it would like (or allow) concessioners to use recorded narrated programs and/or please clarify this apparent conflicting language?

SERVICE RESPONSE: Exhibit B (Operating Plan) of the Draft Contract requires each Concessioner to provide live narrated interpretive bus tours. In its response to Principal Selection Factor 2, an Offeror may propose additional commitments to using specific technologies, including audio devices and recordings, that enhance the interpretive reach of the live narration requirement by expanding its accessibility to visitors such as non-English speaking visitors and those with hearing and vision impairments.

EXHIBIT B - DRAFT OPERATING PLAN

QUESTION 22. Maximum Number of Coaches. Is there a maximum number of coaches?

SERVICE RESPONSE: No. The Service, through Exhibit B (Operating Plan) of the Draft Contract, has established a minimum fleet size, but not a maximum fleet size.

QUESTION 23. Bus Seating Capacity Requirements. Why 36 seat maximum? Is there any room for discussion here as long as the vehicles are kept within the size limitations? Does the seat max include guide seating? Does it include the driver? Would a vehicle within the size limitations, but containing more seats, qualify if those seats were made unavailable to guests while operating as a park concession? Could a forty foot coach be used on the park loop road, but restricted from accessing Cadillac Mountain?

SERVICE RESPONSE: The seating and size requirements set forth in Sec. 5(B) (page B-8) of Exhibit B (Operating Plan) of the Draft Contract are parameters established to optimize the visitor experience in terms of safety and comfort. Concessioner fleet buses must comply with these seating and size requirements beginning at the start of the 2026 operating season (expected to be May 1, 2026). The seating count must include a count of all potential seating on the bus except for the driver's seat, whether or not the seating is made available to visitors.

QUESTION 24. Hospitality Training. 5. Exhibit B - Operating Plan, on page B-7 under Training, the document states "The Concessioner must provide formal hospitality training for employees who have direct visitor contact and/or provide visitor information." Will the Service explain what is meant by "formal hospitality training" and clarify this requirement?

SERVICE RESPONSE: The Service understands "formal hospitality training" to mean a training program that includes, but is not limited to, curricula and performance standards that train staff in the topics of area resources, accessibility systems, customer service, and interpretive skills. Offerors may provide specific details of their proposed training program in their response to Principal Selection Factor 2 (PSF2) of the Proposal Package.

QUESTION 25. Fleet Accessibility Requirements. Will the Service reconsider the requirement that ALL buses must be able to accommodate passengers in wheelchairs? Must all buses have motorized wheelchair lifts?

SERVICE RESPONSE: The Service has amended the fleet requirements in Sec. 5(B), page B-8, of Exhibit B (Operating Plan). The amended language is provided in the section of this Amendment entitled, "[Service Amendments](#)."

Under the requirements as amended, all vehicles used to operate under the Draft Contract must meet accessibility standards, with the result being that a person with a disability must have as equal an opportunity to benefit from the Concessioner's services as a person without a disability. In other words, the Concessioner must provide accessible transportation on any trip for which a visitor needs it. The Concessioner must consider all its logistics and decide how many lift-equipped vehicles it will need to meet the requirement.

The Service understands the applicable standard for vehicles with capacity of 8 or more passengers, as of the anticipated effective date of the Contract, to be that when an operator purchases or leases a new vehicle, it must ensure that the vehicle is readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and existing fleet vehicles are not subject to that requirement (49 CFR Part 37 Subpart E). The Concessioner is responsible for staying current with accessibility standards throughout the term of the Contract.

The Operating Plan as amended requires the Concessioner to recognize mobility scooters as ADA equipment and accommodate them as such. It also requires the Concessioner to immediately communicate to the Service any difficulties experienced by a visitor using this lift equipment.

The Service will monitor accessibility closely. The Service evaluates the concessioner's performance using the Concessioner Review Program, and compliance with accessibility requirements is part of this evaluation. If any given program receives an unsatisfactory rating in a concession's Annual Overall Rating, the highest overall rating that can be assigned is "marginal." When a concession's rating is "marginal" for two consecutive years, it constitutes grounds for termination.

QUESTION 26. Fleet Composition Requirements. Can a concessioner use tour vans as part of its fleet? If yes, must all of the vans also be able to accommodate passengers in wheelchairs?

SERVICE RESPONSE: If minimum vehicle fleet requirements are met, a concessioner may have additional vehicles in its fleet, including passenger vans, that are smaller than the minimum vehicle fleet requirements. Vehicles with passenger capacity under 20 passengers will not count toward meeting minimum vehicle fleet requirements.

As regards accommodating passengers in wheelchairs, please see our response to Question 25 above and 49 CFR Part 37 Subpart E. All vehicles used to operate under the Draft Contract must meet accessibility standards, with the result being that a person with a disability must have as equal an opportunity to benefit from the Concessioner's services as a person without a disability.

The Service understands the applicable standard for vehicles with capacity of 8 or more passengers, as of the anticipated effective date of the Contract, to be that when an operator purchases or leases a new vehicle, it must ensure that the vehicle is readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and existing fleet vehicles are not subject to that requirement (49 CFR Part 37 Subpart E).

For new vehicles seating fewer than 8 passengers, whether purchased or leased, the vehicle must be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, unless the system, when viewed in its entirety, meets the standard for equivalent service of 49 CFR 37.105.

The Concessioner is responsible for staying current with accessibility standards throughout the term of the Contract.

The Concessioner must recognize mobility scooters as ADA equipment and accommodate them as such and must immediately communicate to the Service any difficulties experienced by a visitor using this lift equipment.

The Service will monitor accessibility closely as part of its Concessioner Review Program.

QUESTION 27. Equipment Failure or Infractions. What are the concessioner's responsibilities and options in case of equipment failure? How do infractions work as a concessioner?

SERVICE RESPONSE: The Concessioner must manage equipment failure while meeting the terms of the Draft Contract. Sec. 10 of Exhibit B (Operating Plan) of the Draft Contract lists reporting requirements for a variety of incidents that may occur while providing services under the Draft Contract. All concession contracts issued by the Service are required to adhere to all applicable laws and regulations.

QUESTION 28. Tour Cancellation. Can Tours be cancelled due to lack of participation? Is there any provision for off days?

SERVICE RESPONSE: Sec. 4(A)(1), page B-2, of Exhibit B (Operating Plan) establishes the minimum operating frequency for peak and nonpeak periods. The minimum daily tour requirement must be made available and take place for any passenger count above zero. While there is no provision for off days during the operating season, schedules occasionally must be adjusted due to weather, natural disasters, construction projects, and other unforeseen circumstances. Sections 4(A), 4(D), and 10(B) of Exhibit B (Operating Plan) are relevant to requirements for changes in Concessioner tour schedules and occasional Service-determined closures, cancellations, delayed openings, and early closings.

QUESTION 29. Exclusive Tours. May concessioners offer exclusive tours? I.e., cruise ship guests only? If so, will those exclusive tours count towards the required tours to be operated every day?

SERVICE RESPONSE: A Concessioner may offer exclusive (charter) tours. Charter tours will not count toward the daily public (non-charter) bus tour minimum requirements, as outlined in Sec. 4(A)(1), page B-2, of Exhibit B (Operating Plan).

QUESTION 30. Out-of-Park Revenue and Franchise Fees. Is it to be understood that income a concessioner earns outside of Acadia National Park is **not** subject to the concession fee?

SERVICE RESPONSE: As described in Sec. 5(D), page B-11, of Exhibit B (Operating Plan), a Concessioner must pay a tiered franchise fee based on gross receipts received for both required and authorized services conducted within the boundaries of Acadia National Park. If a Concessioner collects receipts that are not generated from required or authorized services conducted within the park, these receipts are not subject to concession franchise fees. Please note that Sec. 8(C)(2), page B-16, of Exhibit B (Operating Plan), outlines reporting requirements for monthly revenue earned "in-park" and monthly revenue "not subject to

concession franchise fee because it was earned for out-of-park components of a shore excursion or other charter tour”.

QUESTION 31. Third-Party Sales. Can tours/seats be resold by a third party?

SERVICE RESPONSE: Sec. 4(D)(1)(f), page B-5, of Exhibit B (Operating Plan), describes the requirements for third-party joint ticketing opportunities. This section states that, “The Concessioner may propose third-party joint ticketing opportunities with other commercial enterprises and attractions in the area, such as ticket sales offered by local lodging operators to guests (e.g. package/group discounts for hoteliers), cruise lines, and others. The Concessioner must sell all tickets at or below the Service-approved maximum rate but not less than \$20.00. All vouchers used when tickets are sold at these joint ticketing partner facilities must be redeemed for a ticket or boarding pass prior to boarding the bus tour. The Concessioner will keep detailed records of third-party ticket sales. Ticket sales revenues and commissions from these third-party sales must be included in the total of gross receipts for franchise fee calculation purposes, pursuant to the Contract. Agreements for third-party ticketing arrangements between the Concessioner and other parties are subject to the Services’ prior written approval before being finalized.”

SERVICE AMENDMENTS

1) *Business Opportunity, Page 9*

Delete the following, in its entirety:

"Each Concessioner will provide scheduled tour service for passengers who book independently, as well as charter tour service for groups including, but not limited to, cruise ship-to-shore excursions and passengers transferred from tours conducted in vehicles that do not fit within a standard parking space (i.e., 8.5 feet by 18 feet). Concessioners may also charter buses exclusively for transportation purposes through Acadia National Park on Mount Desert Island."

Replace with the following:

"Each Concessioner will provide scheduled tour service for passengers who book independently, as well as charter tour service for groups including, but not limited to, cruise ship-to-shore excursions and passengers transferred from tours conducted in vehicles that do not fit within a standard parking space (i.e., 8.5 feet by 11 feet, vehicle length no longer than 21 feet). Concessioners may also charter buses exclusively for transportation purposes through Acadia National Park on Mount Desert Island."

2) *Operating Plan, Sec. 5(B)(3)(c), Page B-8*

Delete the following, in its entirety:

" (c) All buses must be accessible to persons with disabilities. All buses in the fleet must be able to accommodate passengers in wheelchairs."

Replace with the following:

" (c) All vehicles used to operate under the Draft Contract must meet accessibility standards, with the result being that a person with a disability must have as equal an opportunity to benefit from the Concessioner's services as a person without a disability.

The Service understands the applicable standard for vehicles with capacity of 8 or more passengers, as of the effective date of the Contract, to be that when an operator purchases or leases a new vehicle, it must ensure that the vehicle is readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs. The Concessioner is responsible for staying current with accessibility standards throughout the term of the Contract.

The Concessioner must recognize mobility scooters as ADA equipment and accommodate them as such. The Concessioner must immediately communicate to the Service any difficulties experienced by a visitor using this lift equipment."