



Request for Proposals
RFP# L-NACE-001-2025
Fort Washington Marina
Fort Washington, MD



View of wet slips from Boardwalk (Source: NPS File Photo)

Key Dates

RFP Release Date: April 10, 2025

Site Tour: By appointment only between: May 5 through 9, 2025

Question Submission Deadline: May 29, 2025

Proposal Submittal Deadline: June 9, 2025

Anticipated Date to Announce Start of Negotiations: Eight to Ten Weeks after Submittal Deadline

Anticipated Lease Effective Date: January 1, 2026 (Subject to Negotiation)

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SUMMARY OF LEASING OPPORTUNITY

This Request for Proposals (RFP) provides the opportunity for any interested individual or entity (hereinafter referred to as an “Offeror”) to submit proposals to the National Park Service (NPS or “Lessor”) for Lease No. L-NACE -001-2025 (“Lease”) to lease NPS property, specifically the Fort Washington Marina (hereafter referred to as the “Marina”) located in Piscataway Park within the National Capital Parks - East (“Park Area”).

The selected Offeror will have a specified period of time to negotiate the final terms of the Lease with the NPS based on the attached Draft Lease (see Attachment A) and consistent with the requirements of this RFP. Elements of the selected Offeror’s proposal may be incorporated into the Lease at the Lessor’s discretion.

Overview of Property Offered for Lease

The Marina is located within National Capital Parks - East at 13600 King Charles Terrace, Fort Washington, Maryland 20744, on Piscataway Creek, a tributary of the Potomac River. The property to be leased consists of +/- 8.31 acres, including .46 acres of submerged land (the “Premises,” as defined in the Draft Lease).

The Marina is currently operational, but the restaurant and boat repair shop are vacant. Wet slip occupancy is suffering due to the lack of water depth as a result of needed dredging.

The NPS is open to uses of the property other than as it has been historically operated as a marina, including adaptive re-uses, but continues to work internally and in conjunction with other federal, state, and local officials to find a long-term solution for the dredging needs at the Marina. If an Offeror proposes to operate the property as a marina, the NPS is interested in an Offeror who can cure some or all of the deferred maintenance, including dredging, but also is interested in proposals from Offerors who do not propose dredging but can meet the following requirements of the Lease or NPS goals for the Premises:

- Better meet the goal set forth in the enabling legislation for the Park Area of protecting the views from Mt. Vernon and Fort Washington.
- Enable continued use of the Premises and, if feasible and to the extent possible, maintain wet-slip rentals and associated services.
- Provide for other uses of the Premises which are compatible with the Park Area’s purpose, as proposed by Offerors who demonstrate they have the experience and financial capability necessary to ensure effective and safe implementation of those uses.
- Provide regular maintenance and upkeep of the Premises; and
- Undertake improvements necessary to ensure that a safe, sustainable, environmentally sound, and resilient operation is implemented throughout the term of the Lease.

	Historical Financial Data		
Year	2021	2022	2023
Gross Revenues	\$740k	\$774k	\$796k

Overview of Lease Terms and Conditions

Offerors may propose a lease term commensurate with their proposed use of the property. If the proposed use is for a marina and substantial dredging is proposed and supported by proper documentation as outlined in this RFP, the NPS may consider a longer lease term to allow the lessee to amortize the additional investment over the Lease term. The property will be leased as-is; the lessee will be responsible for the repair and maintenance of the Premises throughout the term of the Lease. Improvements must be approved

in advance by the NPS and carried out in accordance with the [Secretary of the Interior's Standards for Historic Preservation](#).

A detailed description of the Lease terms and conditions are included in the Draft Lease.

The location of the Marina property offered for lease is depicted in **Exhibit 1**, below.

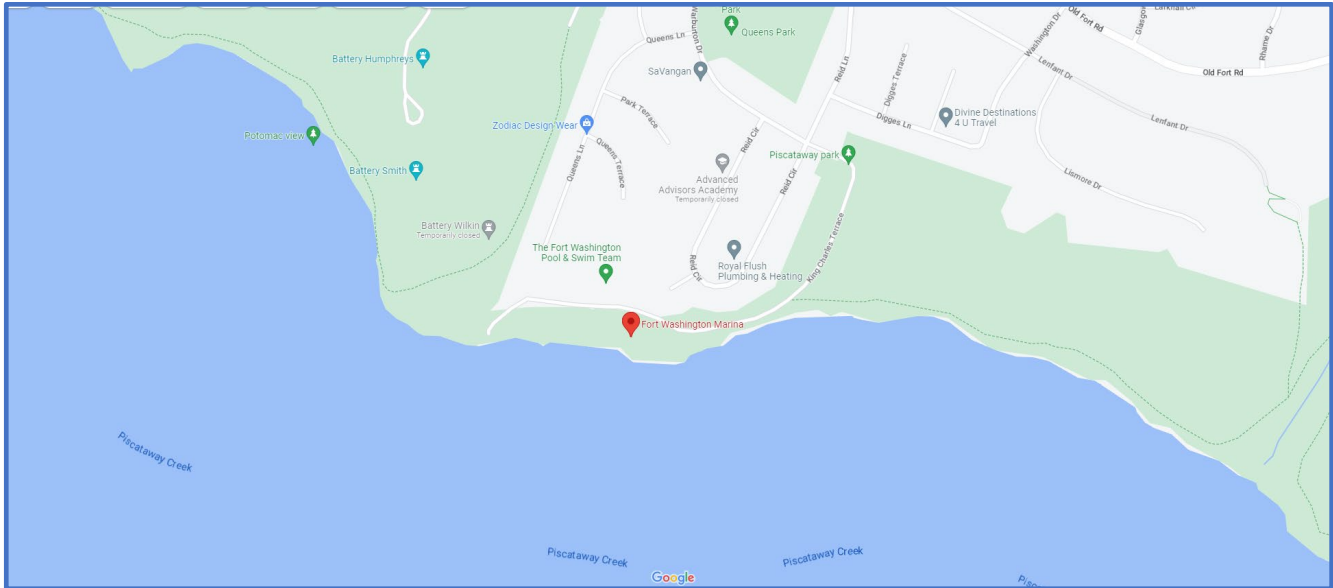


Exhibit 1: Location of the Marina

Lease Premises

The Marina has 194 existing wet slips 25' to 50' in length. The Marina includes a paved launching ramp/dock and boat haul-out pier accommodating a 35-ton travel lift. The travel lift is government-owned personal property that will be assigned to the lessee and must be maintained by the lessee. There are underground storage tanks for gas and diesel fuel services (10,000 gallons each) that are nearing the end of their useful life cycles.

The Marina Services building (NPS Asset No. 247333, 6,827 square feet) includes office space, men's and women's restrooms and showers, laundry facilities, and a restaurant facility with indoor and outdoor seating.

A description and depiction of the Premises can be found in Exhibit A to the Draft Lease. A list of deferred maintenance of the Premises can be found in Attachment D to this RFP. A list of assigned government-owned personal property can be found in Exhibit C of the Draft Lease.

Use of the Lease Property

Key information about authorized uses:

- The lessee ***must*** use the Premises for the following purposes:
 - Public boat launch
 - Public restrooms
- The lessee ***may*** use the Premises for the following purposes:
 - Marina wet slip rental

- Rental of motorized and non-motorized watercraft
- Retail sale of boating goods (i.e., ice, bait, tackle, and fishing supplies)
- Marina fuel
- Haul out services
- Laundry
- Showers
- Food and beverage sales (including alcoholic beverages)
- Boat repairs
- Dry storage of boats
- Picnic shelter(s)
- Marine/aquatic center
- Marine/river research center
- Event venue
- Ferry/water taxi hub
- Water-based tours and excursions
- Personal watercraft launch and rentals
- Recreational area including playground
- sharing indigenous stories as a purpose of the park

Other proposed uses that meet the criteria set forth in this RFP as approved by the NPS

See Section 6 of the Draft Lease for more information regarding the use of the Premises. The NPS may authorize additional uses which are compatible with the Park Area’s purpose, as proposed by Offerors who demonstrate in their proposals that they have the experience and financial capability to effectively and safely implement those proposed uses.

Term of the Lease

The Lease term could commence as early as October 1, 2026 with rent, insurance, repair and maintenance, utility payments and billing, and all other Lease obligations beginning upon the commencement date of the Lease. However, the actual Lease commencement date is subject to negotiation between the NPS and the selected Offeror. The Lease term is negotiable and will depend on the Offeror’s proposed use of the Premises. If the Premises is to continue to be used as a marina and substantial dredging is proposed and approved by the NPS, the Lease term would be affected by the scope and scale of the approved dredging, but in no case more than 60 years.

Rent

Under 36 C.F.R. Part 18, the Lease must require payment of rent to the government that is at least equal to the property’s fair market value rent. The amount of rent included in the Lease will be negotiated with the selected Offeror, provided that the rent is at least equal to the property’s fair market value rent as determined by the NPS, after evaluating the proposals received.

The Lessor may approve rent offsets for the lessee’s expenditures related to initial improvements and future alterations approved by the NPS.

Insurance

During the Lease term, the lessee must maintain general liability, boiler and machinery, property, worker’s compensation and employer’s liability, and business interruption and extra expense insurance. Further information regarding insurance requirements can be found in Exhibit B to the Draft Lease.

The Lessor may periodically review the lessee's insurance coverage amounts. These reviews will ensure the lessee has appropriate coverage considering any changing circumstances.

Other Terms and Conditions

The proposed terms and conditions of the offered Lease are as described in Attachment A, "Draft Lease" and are consistent with 36 C.F.R. Part 18.

Premises Condition

The Premises, including government-owned personal property assigned to the lessee, as listed in Exhibit C of the Draft Lease will be leased to the lessee in their "as-is" condition.

Contractors

The lessee may utilize contractors to perform repairs, replacements, and improvements, and to provide event services.

- The lessee's contractors must abide by all provisions of the Lease, including all applicable laws. The lessee is responsible for all its contractors and their compliance with the terms of the Lease.
- The lessee must require its contractors to maintain appropriate insurance coverage that names the lessee and the United States of America as additionally insured.

Utilities

Subject to advance written approval by the Lessor of any utility service, the Lessee, at its sole expense, must make all arrangements with appropriate utility providers (including the Lessor where applicable), for all utilities furnished to the Premises, including water, electricity, telephone, cable, and internet access. Any utility service provided by the Lessor will be subject to the Lessor's established policies and procedures, including NPS Reference Manual #35B, for the provision of utility services to third parties.

Sustainability

The NPS makes land management decisions within the Park Area to fulfill the mission of the Park Area. Impacts to the environment must be considered during each decision. Water quality is of special concern, as is the use of chemicals and the conservation of energy and natural resources.

- The lessee must ensure that hazardous and universal waste generated from the site is disposed of in accordance with all applicable laws.
- All new appliances, sinks, toilets, heaters, and furnaces must meet Energy Star or Federal Energy Management Program-designated standards. Water consuming appliances replaced by the lessee must be of a type and model that conserve the consumption of water.
- The NPS is interested in reducing the amount of waste that is produced within the Park Area. To this end, the NPS is interested in proposals that will implement programs aimed at reducing the amount of solid waste that is produced within the Park Area and increase the amount of solid waste that is diverted away from landfills or waste to energy facilities.
- The NPS is interested in proposals that further the protection, conservation, and preservation of the park and other resources through environmental management programs and activities, including, without limitation, energy conservation, waste reduction, and recycling.

Competitive Process

This Lease opportunity is open to all interested persons and entities on a competitive basis. Whoever submits a responsive proposal determined by the NPS to best meet, on an overall basis, the proposal

selection criteria will be given an opportunity to negotiate the final terms of a Lease with the NPS. The final terms of the Lease must be consistent with the requirements of this RFP.

To be selected by the NPS you must demonstrate that you have the capability to carry out and finance your proposal. The proposal selection criteria and the NPS's process for selecting the lessee are described in detail in the sections below titled "Proposal Selection Criteria" and "Evaluation and Selection Process." The NPS may determine that a proposal is non-responsive and not consider it further. The NPS also may reject all proposals received and cancel this RFP at any time without liability.

Appointments-Only Site Tour and Additional Information

Requests for site tours must be made via email to NPSNCRLeasing@nps.gov.

The NPS will collect and respond to questions regarding this RFP through issuance of Questions & Answers (Q&As). Interested parties must submit questions to the NPS via email to NPSNCRLeasing@nps.gov. Q&As, along with this RFP and its attachments, will be posted here: www.nps.gov/articles/000/national-park-service-request-for-proposals-rfp-for-the-fort-washington-marina.htm

Proposal Submission Protocol

Offerors may only submit proposals electronically. Proposals that are not received at the email address designated in the "Requirements" section below by the specified deadline will not be considered.

The NPS will not consider proposals received by phone, fax, mail, and any other means of transmittal other than email. Please refer to the "Proposals Considered Public Documents" section at the end of this RFP if you believe that your proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act (5 U.S.C. § 552).

Authority

This RFP is issued under the authority of 36 C.F.R. Part 18 (Part 18). This RFP and the offered Lease are subject to and incorporate all terms and conditions required by Part 18 as applicable. In the event of any conflict between the terms of this RFP and Part 18, Part 18 controls.

The NPS has the authority to lease property it administers through its historic property leasing authority (54 U.S.C. § 30621), general leasing authority (54 U.S.C. § 102102), and other applicable authorities.

NATIONAL PARK SERVICE AND PISCATAWAY PARK, NATIONAL CAPITAL PARKS-EAST

The National Park Service was created by Congress to “conserve the scenery and the natural and historic objects and the wild life therein, and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations.” Act of Aug. 25, 1916, ch. 408, § 1, 39 Stat. 535 (codified as amended at 54 U.S.C. § 100101(a)). Additionally, Congress has declared that the National Park System should be “preserved and managed for the benefit and inspiration of all the people of the United States.” Pub. L. No. 91-383, § 1 (1970) (codified as amended at 54 U.S.C. § 100101(b)(1)(A)). To learn more about the National Park Service, visit the website at www.nps.gov. This site includes information about who we are, our mission, NPS policies, and individual parks.

Piscataway Park was created as a unit of the National Park System on October 4, 1961, through Public Law No. 87-362. The park is located within the ancestral homelands of the Piscataway people, along the Maryland shore of the Potomac River approximately 10 miles south of Washington, D.C. and contains more than 4,500 acres of parkland. Approximately one-third of the land that comprises Piscataway Park is federally owned and administered by the NPS, and nearly two-thirds of the park is privately owned. The National Park Service holds scenic easements over the privately owned land. The park also includes the +/- 8.31 acre, 194-slip Fort Washington Marina. The protection of the landscape serves to preserve the views from historic Mt. Vernon and Fort Washington.

For more information about Piscataway Park visit www.nps.gov/pisc.

FORT WASHINGTON MARINA

As authorized by act of Congress in 1974, Pub. L. No. 93-444, the National Park Service assumed ownership of Fort Washington Marina, which has been operated since 1959.

In 1986 the NPS signed an agreement with the State of Maryland to manage the Premises for a period of 30 years. In 2016, management of the Marina was returned to the NPS and has since been operated under a combination of short-term concession contracts and leases.

REQUIREMENTS

Proposals must be submitted via email, to NPSNCRLeasing@nps.gov.

The subject line should include the following: “FOWA MARINA RFP L-NAC 001-2025.”

Offerors must submit their proposal in electronic format using Microsoft Word or Adobe Acrobat. Financial data may be in Microsoft Excel format. Proposals must be formatted to 8-1/2" x 11"-page size.

While there is no limit on the file size of your proposal, the total file size of the email submission, including all attachments, cannot exceed 40MB. If your proposal exceeds this limit, you must break it into smaller files and send them in separate emails.

Proposals are limited to 150 pages or less. The NPS will not consider pages of proposals that exceed this limit.

Effective proposals should be organized with the same format and naming system as this RFP and will contain clear, concise answers that address all the required criteria. Proposals that do not provide all required responses may be determined by the NPS to be non-responsive and not evaluated further.

PROPOSAL SELECTION CRITERIA OVERVIEW

The NPS will select the best responsive proposal received using the following selection criteria:

- The compatibility of the proposal's intended use of the leased property with respect to preservation, protection, and visitor enjoyment of the Park Area;
- The financial capability of the Offeror to carry out the terms of the Lease;
- The experience of the Offeror demonstrating the managerial capability to carry out the terms of the Lease;
- The ability and commitment of the Offeror to conduct its activities in the Park Area in an environmentally enhancing manner through, among other programs and actions, energy conservation, waste reduction, and recycling;
- The ability and commitment of the Offeror to make improvements to and maintain the Premises in a manner acceptable to the NPS; and
- The benefit to the NPS of the financial terms of the proposal, including the amount of rent proposed.

PROPOSAL CONTENT

Proposals submitted in response to this RFP must provide the information requested below. You are asked to answer questions or supply specific information in response to the specified items. Please label your responses correspondingly and respond fully and accurately to all questions or requests.

Information Requested

Offeror Identification

Your proposal must include an Offeror's Transmittal Letter using the template provided in Attachment C.

Please also complete and submit:

- Business History Information Forms (NPS Form 10-352) for the Offeror and any entity that will provide financial or management assistance to the Offeror under the Lease; and
- Applicable Business Organization Information Forms (NPS Form 10-353 for individuals and sole proprietors or NPS Form 10-354 for corporations, LLCs, partnerships, and joint venturers) for the Offeror and any parent entities.

These forms are included in Attachment B to this RFP.

Proposal Selection Criteria

Criterion 1: Use

The compatibility of the proposal's intended use of the leased property with respect to preservation, protection, and visitor enjoyment of the Park Area.

NPS Objective: The NPS is interested in preserving the existing use of the Marina but will consider proposals that limit the historic level of services, as well as proposals that propose other uses of the Premises in accordance with this RFP and Draft Lease. The NPS is also interested in uses of the Premises that will enhance visitor enjoyment of the nearby areas of Piscataway Park.

Required Response: Explain in detail the activities, amenities, and services you propose to provide at the Premises. Required uses outlined in this RFP and described must be included in your proposal. Proposed uses must be compatible with required and authorized uses as described in this RFP. Proposed improvements to the Premises related to any proposed or existing uses should be described in your response to Criterion 5.

Criterion 2: Financial

The financial capability of the Offeror to carry out the terms of the Lease.

NPS Objective: The selected Offeror must be financially capable of operating and maintaining the Premises, including the assigned government-owned personal property, as well as making the financial investment required for the initial improvements or future alterations proposed by the Offeror in response to Criterion 5. Offerors should propose a Lease term (duration of Lease) that they believe is necessary for a reasonable return on their investment.

Required Response: Offerors must provide the following information:

- Offeror Financial Statements and Projections as requested on NPS Form 10-355A in Attachment B to the RFP.
- Demonstrate the source and availability of the funds necessary to carry out your proposal and obligations under the terms of the Draft Lease, including any proposed initial improvements or future alterations, by submitting bank statements, bank financing commitment letters, or similar documents that substantiate your financial capability. The Service will only consider documentation of illiquid assets (for example, real estate holdings) as relevant to this Criterion if the Offeror also provides evidence of a current line of credit for those assets.
- A complete credit report in the name of the Offeror that includes scores and is dated within thirty (30) days prior to the date of its submission to the NPS. The report must be from a major credit reporting company such as Equifax, Experian, TRW, or Dun & Bradstreet. If the Offeror is not yet in existence or was formed recently and has no financial or operating history, include a credit report for each of the Offeror-Guarantor(s) and any individuals or entities that will provide financial assistance to the Offeror under the Lease .
- A proposed Lease term. The Lease term is negotiable and depends upon the Offeror's proposed use. If the use is to be as a marina, and substantial dredging is proposed and approved by the NPS, the Lease can have a longer term not to exceed 60 years.

Any proposal received without documentation of the source and availability of funds as described above may be deemed non-responsive and not be considered.

Criterion 3: Experience

The experience of the Offeror demonstrating the managerial capability to carry out the terms of the Lease.

NPS Objective: The selected Offeror must be capable of carrying out all the terms of the Draft Lease, including managing the property in accordance with the required and proposed authorized uses, and carrying out any required improvements (as negotiated).

Required Response: Describe in detail your experience and managerial capability relevant to operations similar in scope and scale to the operation you are proposing in response to Criterion 1. Offerors should submit resumes for all management and other personnel that will be responsible for the operation of the Premises.

Criterion 4: Sustainability

The ability and commitment of the Offeror to conduct its activities in the Park Area in an environmentally enhancing manner through, among other programs and actions, energy conservation, waste reduction, and recycling.

NPS Objective: The NPS is interested in selecting an Offeror capable of and committed to conserving energy, reducing waste, and recycling, as feasible. The NPS is also interested in preparedness to sustain Marina operations (if proposed) and prevent environmental hazards (e.g., protecting fuel and wastewater systems) during high tides or flood events.

Required Response: Describe methods and approaches you will use to minimize impacts of your operation on the environment. Include any innovative environmental stewardship programs and operating procedures you will implement. If applicable, provide plans for safely sustaining Marina operations during high tides.

Criterion 5: Improvements

The ability and commitment of the Offeror to make improvements to and maintain the Premises in a manner acceptable to the NPS.

NPS Objective: The NPS is interested in selecting an Offeror that will operate the Premises on par with properties in the area of similar, or better, quality than those that offer similar services as described in the Offeror's response to Criterion 1.

The NPS is interested in selecting an Offeror who proposes improvements that enhance the services the Offeror proposes to provide as outlined in this RFP.

The NPS is interested in selecting an Offeror who addresses the deferred maintenance of the Premises as outlined in Attachment D to this RFP. *The curing of deferred maintenance and a sound plan supported by information provided in response to Criterion 2 will be a major area of consideration when the NPS is selecting the best responsive proposal for negotiations of the Lease.*

The NPS is interested in selecting an Offeror that furthers the purpose of the Park Area to protect the views from Mt. Vernon and Fort Washington.

Required Response: Submit a detailed plan describing your proposed improvements to the Premises. Your plan must include, at a minimum: timelines and any applicable project phases; estimated costs for improvements; and any drawings to include basic design. If the Offeror proposes to not use areas of the Premises, the Offeror must submit a plan that outlines the removal or stabilization of unused areas or buildings (docks, structures, open spaces, etc.).

If the Offeror proposes to dredge the Premises, the Offeror must submit a detailed plan for the scope and timelines of the dredging activities (a phased approach is acceptable). The Offeror must include a plan for depositing dredge material, and, if applicable, a description of Marina services and operations during

dredging activities (estimated timelines for any partial or full closures of wet slips). Note that the Draft Lease does not require Offerors to propose to provide dredging or wet slip services.

Include any proposed future alterations to the existing facilities or additions of any removable, personal property structures that would be necessary to support the Offeror's proposed uses.

Offerors should include detailed plans, including a timeline, for curing any deferred maintenance items listed in Attachment D (or as additionally identified by the Offeror).

Offerors should discuss their ability and approach to planning and implementing a maintenance plan for the Premises, including assigned government-owned personal property.

Criterion 6: Rent

The benefit to the NPS of the financial terms of the proposal, including the amount of rent proposed.

Required Response: Please state how much annual rent you offer to pay for this Lease [REDACTED]. The Lessor may approve rent offsets for lessee expenditures on approved Initial Improvements and Alterations, as these terms are defined in the Draft Lease, that the lessee makes to the property with the approval of the Lessor.

The NPS will determine the fair market value rent for the Premises by evaluating the proposals received.

The NPS will not accept a rent offer in an amount less than the fair market value rent. Offerors may submit proposals with an offer to pay a fixed dollar amount or a percentage of gross revenues (or both) to enhance the competitiveness of their proposal.

EVALUATION AND SELECTION PROCESS

The NPS will review all responses to this RFP through an evaluation panel assisted by technical consultants as appropriate.

All proposals will first be screened for adherence to the requirements of this RFP. The NPS will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the NPS.

Selection of a proposal does not guarantee a lease for the Offeror. The NPS will negotiate the terms of the Lease with the Offeror determined to have submitted the best overall responsive proposal under the selection criteria. Award of a Lease to that Offeror is dependent on successful negotiation of the final terms of the Lease. The final terms of the Lease must be consistent with the requirements of this RFP. If negotiations fail to result in execution of a lease, the NPS may negotiate with other Offerors for award of the offered Lease or terminate this solicitation without liability to any person.

ADDITIONAL INFORMATION AND MODIFICATION OF PROPOSALS

The NPS may request from any Offeror additional information or written clarification of a proposal after the submission date. However, proposals may not be amended after the submission date unless permitted by the NPS. The NPS may not permit amendment of a proposal unless all Offerors that submitted responsive proposals are given an opportunity to amend their respective proposals.

LEASE TERMS AND CONDITIONS

Term of Lease

The Lease to be awarded under this RFP will have a term commensurate with the proposed use of the property. If the proposed use is a marina, the NPS may consider awarding a longer-term lease in association with an extensive and approved dredging plan. The Lease may be extended once for a period not to exceed one (1) additional year if the deciding official determines that an extension is necessary because of circumstances beyond the control of the NPS.

Lease Provisions

The Lease to be awarded under this RFP will contain the provisions required by 36 C.F.R. Part 18 as well as other provisions determined by the NPS to be necessary to assure use of the leased property in a manner consistent with the purposes of the Park Area, and, where applicable, to assure the preservation of historic property. Required provisions include:

- A termination for cause or default provision;
- Appropriate provisions requiring the lessee to maintain the leased property in good condition throughout the term of the Lease;
- Appropriate provisions stating that subletting of a portion of the leased property and assignment of a lease, if permissible under the terms of the Lease, must be subject to the written approval of NPS;
- Appropriate provisions requiring the lessee to pay for use of all utilities used by the lessee and to pay all taxes and assessments imposed by federal, state, or local agencies applicable to the leased property or to lessee activities;
- Appropriate provisions stating that the lessee has no rights of renewal of the Lease or to the award of a new Lease upon Lease termination or expiration;
- Appropriate provisions stating that the lessee may not construct new buildings or structures on leased property except in limited circumstances;
- Appropriate provisions requiring that any improvements to or demolition of leased property to be made by the lessee may be undertaken only with written approval from the NPS; and
- Appropriate provisions that describe and limit the type of activities that may be conducted by the lessee on the leased property.

A Draft Lease is attached to this RFP as Attachment A and incorporates these terms.

PROPOSALS CONSIDERED PUBLIC DOCUMENTS

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

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

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

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

Information so identified will not be made public by the NPS except in accordance with law. The NPS does not warrant and assumes no liability for the accuracy of the information provided in this RFP.



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