



# United States Department of the Interior

NATIONAL PARK SERVICE  
National Capital Area  
1100 Ohio Drive, S.W.  
Washington, D.C. 20242

IN REPLY REFER TO:

5. B. (NCA-OBS)

## Memorandum

To: All Requesters of the Request for Proposals to manage the Fort Washington Marina within Piscataway Park in the National Capital Area.

From: Chief of Commercial Services, National Capital Area

Subject: Amendment #9 – Extension date for Proposals and Change to Draft Lease Language Section 5.8 for Solicitation Number NCR-3501-007-20 Fort Washington Marina

The National Park Service (NPS) issued a Request for Proposals (RFP) on September 4, 2019 soliciting proposals for the award of a long-term lease opportunity to manage the Fort Washington Marina located in Piscataway Park, National Capital Parks East, National Capital Area, National Park Service.

This notice amends the Due Date for Offers to be received and the Draft Lease language in Section 5.8 for Request for Proposals (RFP) for Solicitation Number NCR-3501-007-20 to manage and maintain the Fort Washington Marina located within the National Capital Area under a multi-year term Master Lease.

### **Amendment #9: Update to the Request for Proposals Extension date for Proposals**

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On September 4, 2019, the National Park Service issued a Request For Proposals (RFP) for the Solicitation Number NCR-3501-007-20 Fort Washington Marina lease with an original response date of November 27, 2019.

The Service extends the solicitation deadline response period **until 4:00 p.m. EST. on December 8, 2020. There are continuing delays in the process of receiving the Fair Market Value Appraisal. We are legally required to have the Fair Market Value appraisal prior to receiving offers or negotiating a lease.**

The Service amends the Draft Lease language for Section 5.8 as follows:

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### **Current Language**

#### **5.8 Rent Reconsideration**

(a) The Rent required by this Lease shall be subject to reconsideration at the request of Lessor, or Lessee, in order to maintain the Rent under this Lease in an amount and structure consistent with fair market value rent. Projects deemed of importance to the Government may trigger a Rent Reconsideration from time to time. "Fair market value rent" for the purposes of this Section means the most probable rent, as of a specific date, in cash or in terms

equivalent to cash, for which the Premises, under the terms and conditions of this Lease, should rent for their highest and best permitted use after reasonable exposure in a competitive market under all conditions requisite to a fair leasing opportunity, with the Lessor and the Lessee each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. (b) To request Rent reconsideration, the Lessor or Lessee must notify the other party in writing of its request within sixty (60) days after the end of the applicable Lease Year. Upon receipt of such notice, the Lessor and Lessee must negotiate in good faith a Rent adjustment. If, after the end of such sixty (60) day negotiation period, agreement as to a possible Rent adjustment has not been reached, either party may request that the matter be resolved by binding arbitration conducted by an arbitration panel. Such request must be made by written notice to the other party within thirty (30) days of the end of the negotiation period. (c) One member of the arbitration panel is to be selected by the Lessor, one member is to be selected by the Lessee, and the two party-appointed members are to select the third (neutral) member. The neutral arbiter must be a licensed real estate appraiser. The expenses of the neutral arbiter and other associated common costs of the arbitration will be borne equally by the Lessor and the Lessee. The arbitration panel will adopt procedures that treat each party equally, give each party the opportunity to be heard, and give each party a fair opportunity to present its case. A Rent adjustment determination must be made by a majority of the members of the panel and will be binding on the Lessor and the Lessee. The arbitration panel will determine an appropriate adjustment to Rent, if any, to reflect fair market value rent effective as of the beginning of the fifth (5th) Lease Year and at five (5) year intervals thereafter, as applicable. (d) During the pendency of the process described in this Section, the Lessee shall continue to make the established Rent payments required by this Lease

## **New Language**

### **5.8 Rent Reconsideration**

a). The Rent required by this Lease shall be subject to adjustment at the request of the Lessor or the Lessee after end of the \_\_\_\_\_, \_\_\_\_ and \_\_\_\_\_ Lease Years of this Lease in order to maintain the Rent under this Lease in an amount and structure consistent with "fair market value rent." "fair market value rent" for the purposes of this section means the most probable rent, as of a specific date, in cash or in terms equivalent to cash, for which the premises, under the terms and conditions of this Lease, should rent for its highest and best permitted use after reasonable exposure in a competitive market under all conditions requisite to a fair leasing opportunity, with the Lessor and the Lessee each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

(b) Within sixty (60) days after the applicable Lease Year, either the Lessor or Lessee may request a Rent adjustment by providing written notice to the other party. Within thirty (30) days after providing or receiving a written request for a Rent adjustment, the Lessor will, as applicable, either submit an appraisal request to the Department of the Interior's Appraisal and Valuation Services Office, or its successor, for an appraisal to determine the "fair market value rent" of the Premises, or initiate a market study or other valuation process allowed for under NPS policy to determine "fair market value rent." Regardless of the method used to determine "fair market value rent," the determination must take into consideration any restrictions on the use of the Premises or terms of the Lease that limit the value and/or the highest and best use of the Premises; any past Improvements constructed or installed by the Lessee prior to Rent adjustment, with the Lessor's approval, and consistent with the terms of this Lease; and, any future Improvements to be constructed or installed by the Lessee after Rent adjustment.

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