

Request for Proposals (RFP)

FOOD & BEVERAGE and RETAIL SERVICES

at

NATIONAL MALL AND MEMORIAL PARKS

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

NATIONAL CAPITAL AREA - REGION

Agreement Identification No. VA-NAMA003-25

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## I. Introduction

### A. Solicitation Purpose

The National Park Service (the “Service” or “NPS”) seeks proposals from qualified entities to operate certain premises and provide food and beverage and retail visitor services within the National Mall and Memorials Park (“Area” or “Park”) pursuant to the Visitor Experience Improvements Authority (“VEIA”), 54 U.S.C. §§ 101931–38, and its implementing regulations at 36 C.F.R. part 52. The premises and services will be operated under a VEIA Privilege Percentage Agreement and are summarized in Chart 1 below. The agreement will expand, modernize, and improve the conditions of commercial visitor facilities and services provided to visitors.

**Chart 1 – Summary of the Premises, Services, and Projects under the Agreement**

<b>Facility or Service</b>	<b>Scope</b>
Total Permanent Sites within National Mall and Memorials Park	8
<b>Food and Beverage (F&amp;B)</b>	<b>Outlets</b>
Quick Service F&B Kiosks <sup>1</sup>	8
Temporary Mobile Food and Beverage-Seasonal Pushcarts	Min. of 15 and max of 25 within 37 locations
<b>Total F&amp;B Outlets</b>	<b>23 to 33</b>
<b>Retail</b>	<b>Sq. Ft.</b>
Retail space within the kiosk with retail required	840
<b>Total Square Feet</b>	<b>840</b>
<b>Agreement Opportunity</b>	
Agreement Term	10 Years
Projected Effective Date	5/1/2026
<b>Required Investment</b>	<b>Est. Cost</b>
Initial Investment <sup>2</sup>	\$1,735,000
Initial Capital Investment Program (CIP) <sup>3</sup>	TBD (at least \$2M)
Minimum Mid-term Refurbishment Investment	7% of CIP
<b>Annual Fees and Maintenance Reserves</b>	
Minimum Annual Privilege Fee	12% of gross receipts
Annual Capital Renovation Account allocation	5% of gross receipts
<b>Projected Annual Gross Receipts (2026)</b>	<b>Millions</b>
Projected Annual Gross Receipts	<b>\$5.8 to \$7.1</b>
<i>Source: National Park Service</i>	

“Operator” refers to the entity that will be the operator under the VEIA Privilege Percentage Agreement.

“Respondent” refers to the entity submitting a proposal under this RFP.

Respondents must review all sections of this RFP, especially the terms and conditions of the Draft VEIA Privilege Percentage Agreement No. VA-NAMA003-25 (“Draft Agreement”), including its exhibits, to understand the full

<sup>1</sup> May offer fast food as well as grab-and-go items; no table service; all kiosks can also offer retail, with retail services required at one kiosk.

<sup>2</sup> Initial investment includes costs of acquiring the existing operator’s personal property (required), costs of acquiring required furniture, fixtures, and equipment, and startup costs.

<sup>3</sup> Initially required capital investment projects to enhance the facilities and visitor experience.

scope of an Operator's responsibilities. In the event of any inconsistency between the description of the terms contained in this RFP and the Draft Agreement itself, the terms of the Draft Agreement will prevail.

The operations under the Draft Agreement are currently authorized under a concession contract pursuant to Public Law 89-249 (commonly known as the National Park System Concessions Policy Act and referred to as the 1965 Act), as amended and as implemented by regulations in 36 C.F.R. Part 51. "Existing Concessioner" refers to Guest Services, Inc. (GSI), the concessioner under Concession Contract No. CC-NACC003-86 ("Existing Contract"). The Existing Contract, which the Service will make available upon request, commenced on January 1, 1986, and the Existing Concessioner is currently operating under continuations of the Existing Contract. The Existing Contract includes other services in addition to those under the Draft Agreement and at other NPS locations outside the Park.

## B. Overview of Selection Process

Requirements and procedures for submitting proposals in response to this RFP are described herein. All information regarding this RFP will be issued in writing. No NPS representative or other government official is authorized to make substantive oral representations relating to this matter, and respondents may not rely on any oral representation made by any government official with respect to this RFP. If it becomes necessary to revise or amend any part of this RFP, the NPS will publish a written amendment on the [NPS NAMA Request for Proposal website](#) and notify all prospective respondents who have provided the NPS with valid contact information. Prospective respondents have the responsibility to obtain and review all such amendments.

The NPS will conduct the selection process in multiple phases as follows: The NPS first will invite prospective respondents to tour the premises and submit a detailed proposal in response to this RFP to operate the visitor services and premises. Following review of the proposals, the NPS may invite all or some of the respondents for interviews to allow the NPS to ask questions and clarify details regarding the proposals. The NPS also may choose to visit facilities operated by respondents prior to final selection. Subsequently, the NPS will finalize a VEIA Privilege Percentage Agreement with the top-ranked respondent. If an agreement cannot be finalized with the top-ranked respondent, the NPS will seek to finalize a VEIA Privilege Percentage Agreement with the second-highest ranked respondent.

To be included on a contact list to receive amendments or any additional information specific to this solicitation, interested parties must provide their contact information (name, email address, and phone number) to [NAMA\\_VEIA@nps.gov](mailto:NAMA_VEIA@nps.gov). The NPS will attempt to distribute amendments and additional information to all parties on the contact list but is not responsible for individually notifying or delivering amendments to prospective respondents. Information relative to the solicitation will also be posted to the above-mentioned website. Prospective respondents are responsible for reviewing this site for any amendments to the RFP.

The Service will host a one-day site visit and tour of the premises for prospective respondents on the date listed in the Section VI.A. Schedule below. **Interested respondents must attend the site visit in order to submit a proposal in response to the RFP.** All interested respondents must register in advance to participate in the site visit and tour. The site visit will provide respondents an overview of the visitor services and premises that the Operator will operate under the VEIA Privilege Percentage Agreement. The Service will limit each prospective respondent to three site visit attendees, and all attendees must be over the age of eighteen. To register for the site visit, interested entities must contact:

Greg Kimmitt  
Branch Chief, Planning and Development  
Washington Office, Commercial Services Program  
Phone: 202-404-8020  
Email: [NAMA\\_VEIA@nps.gov](mailto:NAMA_VEIA@nps.gov)

Please register for the site visit by the date listed in the Section VI.A. Schedule below, providing a primary contact name and contact information, and the names of any others in the touring group. The Service will provide further information and additional directions by return email message to the primary contact.

## C. RFP Questions Submissions

Any questions regarding this RFP must be submitted via email to [NAMA\\_VEIA@nps.gov](mailto:NAMA_VEIA@nps.gov) no later than the date listed in the Section VI.A. Schedule below. Questions submitted after this date may not be answered. Questions must be submitted in a format that allows the NPS to copy the questions to Microsoft Word. Microsoft Office programs or an Adobe PDF electronic version that allows for copying and pasting of text using Adobe Reader software are acceptable. Questions must specify the section of the RFP that is the subject of your inquiry. If you do not reference the specific section of the RFP, your questions may not be answered. The Service reserves the right to respond or not to respond to questions submitted. All responses to questions will be in writing and posted on the [NPS NAMA Request for Proposal website](#).

## II. Background

### A. The National Park Service

In 1916, President Woodrow Wilson approved legislation creating the Service within the Department of the Interior. That legislation stated that America's 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 manner and by such means as will leave them unimpaired for the enjoyment of future generations. 54 U.S.C. § 100101(a).*

Additionally, Congress declared that the National Park System should be:

*...preserved and managed for the benefit and inspiration of all the people of the United States. 54 U.S.C. § 100101(b).*

The National Park Service preserves the natural and cultural resources and values of the National Park System for the enjoyment, education, and inspiration of this and future generations. The Service cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world. Visit the [National Park Service website](#) to learn more about the National Park Service. This site includes information about the Service's mission, policies, and individual System units.

### B. Doing Business with the National Park Service

The National Park Service has worked with private parties to provide services to visitors dating back to the earliest times of national parks, well before the creation of the National Park Service itself. Many of the iconic lodges and other structures found in America's national parks were constructed and operated by private parties, and that relationship continues through today.

The Service uses the term "commercial visitor services" when generally describing services, benefits, and goods provided to visitors within an area of the National Park System by a third party for a fee. Simply put, the term "commercial visitor services" includes lodging, food and beverage, retail, marina operations, guided recreation, equipment rental, experiential transportation, and similar visitor services that the National Park Service itself does not provide. Traditionally, commercial visitor services have been provided in System units through commercial use authorizations (CUAs) or by concessioners who pay a fee (usually a percentage of gross revenues) to the Service in exchange for the right to operate within the parks. The primary legal authority authorizing the provision of visitor

services that the Service determines are necessary and appropriate for public use and enjoyment of System units and setting forth the process for selection of an entity to provide these services is the National Park Service Concessions Management Improvement Act of 1998, as amended and codified at 54 U.S.C. §§ 101911, et seq., and its implementing regulations at 36 C.F.R. part 51.

Title VII of the Centennial Act, enacted on December 16, 2016, establishes a new authority – the Visitor Experience Improvements Authority (VEIA) that allows the NPS to solicit, award, and administer contracts for the operation and expansion of commercial visitor facilities and visitor programs in System units. The VEIA provides flexibility in the contracting structure and award processes such as allowing for negotiations between the Service and respondents.

The Service is soliciting proposals for an entity to operate certain services and premises within the National Mall and Memorial Parks pursuant to a VEIA Privilege Percentage Agreement, similar to a commercial operating model typically employed within the broader U.S. hospitality industry.

## C. Operating in National Parks

Within the National Mall and Memorial Parks (NAMA), the Operator will be required to operate eight quick-service food & beverage kiosks, with retail required from one of these kiosks and optional from all others, and temporary mobile food & beverage at designated locations (seasonal pushcarts). See Section III.C.5., Service Standards, below for further information on NPS service classifications.

The Service will consider proposals to provide the services through suboperators. Proposed suboperators must be identified by the Operator and approved by the Service before any suboperators can operate. The Operator will be solely responsible for all the activities of its suboperators. All suboperator activity will be subject to the terms and conditions of the Operator's agreement with the Service, including insurance requirements.

As with the private sector, the Operator must develop and follow environmental management programs, risk management programs, and similar programs to ensure operations comply with applicable laws. The NPS will review the quality of operations and compliance with agreement requirements including the maintenance of the premises.

Operators in national parks enjoy significant benefits. Many national parks function as unique visitor destinations and entities authorized to provide visitor services in System units frequently operate as monopolies even though the NPS does not grant exclusive rights to provide any visitor services.

## III. Privilege Percentage Agreement Opportunity

The Service is seeking proposals from well-qualified operators to provide food and beverage and retail visitor services at eight facility-based locations and up to 25 seasonal pushcarts at approved locations within the National Mall and Memorials Park in Washington, D.C. pursuant to a VEIA Privilege Percentage Agreement. As "America's Front Yard," the National Mall and Memorial Parks is home to many of our country's most iconic monuments and memorials telling the story of people and events that shaped us as a nation. Each year, millions of people come to sightsee, commemorate presidential legacies, honor our veterans, and make their voices heard.

### A. Draft Agreement Term

The Service anticipates the effective date of the Draft Agreement will be May 1, 2026, with a term of 10 years. If determined necessary by the Service, the effective date of the Draft Agreement may change prior to award. In such event, the Service will change the expiration date of the Draft Agreement correspondingly to maintain a term length of ten years.

## B. Premises and Services to be Operated

The National Mall is open on a year-round basis, and six of the kiosks are open to serve visitors throughout the year. Other kiosks and pushcarts are operated on a seasonal basis. A proposed operating schedule is provided in the Draft Agreement Exhibit 3: Operating Requirements. Either the Service or the Operator may request changes to the operating season and hours of the premises. The mandatory and optional visitor services at each location are listed in the chart below. Note that mandatory services are those that must be offered at that location.

“Optional Services” below indicates services or products that may be offered at that location at the option of the Operator if space allows.

**Chart 2 –Mandatory and Optional Visitor Services**

Location/Site	Mandatory Services	Optional Services	Operating Season
Air & Space Kiosk	Quick service F&B	Retail sales	Year Round
American History Kiosk	Quick service F&B	Retail sales	Year Round
Arts & Industry (Carousel) Kiosk	Quick service F&B	Retail sales	March - October
Constitution Gardens	Quick service F&B	Retail sales	March - October
Thomas Jefferson Memorial Kiosk	Quick service F&B	Retail sales	Year Round
Lincoln Memorial North Kiosk	Quick service F&B and retail sales	N/A	Year Round
Lincoln Memorial South Kiosk	Quick service F&B	Retail sales	Year Round
Natural History Kiosk	Quick service F&B	Retail sales	Year Round
Minimum of 15 and Maximum of 25 Pushcarts within Designated Locations <sup>1</sup>	Temporary mobile F&B	N/A	April – September
Additional special event locations as approved by the Director	N/A	Temporary mobile F&B	Year Round

<sup>1</sup> See Draft Agreement, Exhibit 3 (Operating Requirements), Attachment A for 37 designated locations approved for beverage and ice cream carts or beverage carts only from which the operator can operate.

## C. Services to be Operated

### 1. Food & Beverage

The Operator must provide food & beverage services at the locations noted above in Chart 2. The Service is seeking food & beverage options that will include a variety of high-quality local, regional, and potentially nationally known offerings to serve park visitors. The Operator will be authorized to sell beer and wine at all assigned kiosks.



The Service is requesting that respondents propose quick-service food and beverage concepts for each of the locations as noted in the selection factors. The Service seeks to provide a variety of offerings to enhance the visitor experience. To that end, respondents may propose the same menu at no more than two locations, and a kiosk menu may not be the same menu as the next nearest kiosk. The Operator should expect to change the quick-service food and beverage concepts as visitor food and beverage preferences change over the term of the Draft Agreement; proposed changes to concepts and menus will require approval of the Service. Note that while respondents may choose to propose franchised concepts, the signage and exterior appearance of the kiosks must be approved by the Service and must maintain the ambiance of the National Mall, where visitors come to remember history and where history is made. Proposed changes to the footprint or boundaries of the premises as outlined in Draft Agreement Exhibit 1 are unlikely to be approved.



**Arts and Industry Kiosk**

Proposed food offerings should consider that the kiosks offer limited space for food preparation; however, the kitchen facilities beneath the Lincoln Memorial North and South Kiosks include larger storage and preparation areas. None of the kiosks have ducted range hoods, which may eliminate some types of food preparation given the limited space. Draft Agreement Exhibit 1 includes larger versions of the schematics for each kiosk.

Note that all renovations and improvements to the existing facilities are at the Operator's expense and will not be reimbursed except at the Service's discretion under special circumstances as outlined in the Draft Agreement. The VEIA states that a person or entity awarded a VEIA contract shall receive no leasehold surrender interest, as defined in 54 U.S.C. § 101915, in capital improvements constructed under the terms of the contract. 54 U.S.C. § 101934.

## 2. Temporary Mobile Food and Beverage Services

In addition to the quick-service food & beverage service at kiosk locations, during the months of April through September the Operator must provide temporary mobile food and beverage service using a minimum of 15 pushcarts offering beverages to include water (at minimum, 12 of these must also offer ice cream or other cold, iced refreshments) and a maximum of 25 pushcarts within the 37 approved locations in the Park as shown in Attachment A to Exhibit 3 (Operating Requirements). Three of the pushcarts must provide beverages (including water) at the locations designated as "beverage only cart". Respondents may propose supplemental or alternate food and beverage pushcart options and locations other than within the zones restricted for pushcarts. Upon request, the Service may allow the Operator to expand the season for operating the pushcarts beyond the minimum season of April 1 – September 30 to accommodate normal demand. Note that the Park has contracted with another operator to provide temporary food & beverage services for special events such as



**Seasonal Pushcarts**



the Cherry Blossom Festival and the Fourth of July Celebration. There may be opportunities for the Operator to provide additional temporary mobile food and beverage services at some special events subject to Service approval.

The Existing Concessioner operates the styles of pushcarts illustrated. The types of pushcarts used will be subject to Service approval. Respondents may propose alternate equipment or more comprehensive pushcart menus; however, the Operator will be responsible for storing pushcarts when not in use, either off-site or within the premises. The Operator may store pushcarts inside of the kiosks as space allows but may not store the pushcarts outside of the kiosks.

### 3. Retail

The Operator must provide retail services at the Lincoln Memorial North Kiosk and may offer retail services at its option at the other kiosk locations as noted above in Chart 2. The Lincoln Memorial North Kiosk must offer a range of souvenir and gift items, with many items themed after their adjacent memorial or special events taking place on the National Mall, and other seasonally appropriate items.



Lincoln Memorial Retail Display

### 4. Service Standards

The National Park Service will require the Operator to manage the assigned premises and visitor services in accordance with applicable NPS service standards, which are consistent with industry classifications. The NPS service standards are included as appendices to this RFP.

### 5. Sustainable Design

As part of the Service's goal to incorporate environmentally sustainable design in building and infrastructure improvements, the Service encourages respondents to incorporate sustainable design practices in the renovation and refurbishment of the premises.

## IV. Orientation to National Mall and Memorial Parks (NAMA)

### A. Market Area Overview

The competitive market in Washington, D.C. for National Mall retail and food & beverage services is large and potentially includes every street vendor, food truck, or sidewalk shop within a reasonable walking distance of the National Mall and surrounding memorials and museums.

The areas within walking distance to the National Mall offer many competitive offerings. There are no permanent food service offerings within a ten-minute walk around the Lincoln or Thomas Jefferson Memorials. Food trucks frequently park on primary and side streets proximate to the National Mall.

The Service considers the venues located in the Smithsonian Museums and the Holocaust Memorial Museum to be the primary competitors of the National Mall food and beverage service operations. These museums' competitive options include indoor and outdoor food and beverage service offerings. Each of the museums provides thematic food and beverage service offerings, and typically includes a main food service outlet, small café outlet, and some sort of external food cart or kiosk offering, although many outlets offer little to no seating.

Further information about the Smithsonian's food and beverage options is available on the [Smithsonian's Dining website](#).

Although not a unit of the Smithsonian Institution, the United States Holocaust Memorial Museum also provides a competitive food and beverage option for Mall area visitors ([Museum Café's website](#)).

Eastern National, the non-profit cooperating association supporting the interpretive, educational, and scientific programs and services of the National Park Service, operates retail outlets at the following locations:

- Lincoln Memorial;
- Thomas Jefferson Memorial
- Martin Luther King, Jr., Memorial;
- Franklin D. Roosevelt Memorial;
- Washington Monument; and,
- Dwight D. Eisenhower Memorial.

Retail options exist at each of the Smithsonian museums, as well as at other inside area attractions and from street vendors parked in designated areas.

### B. National Mall and Memorial Parks

At National Mall and Memorial Parks (NAMA) the National Park Service preserves many of our country's most iconic monuments and memorials telling the story of people and events that shaped us as a nation. Each year, millions of people come to recreate, commemorate presidential legacies, honor our veterans, and make their voices heard.

#### 1. Park Location and Description

Officially established in 1965, NAMA manages resources present since President George Washington commissioned Pierre L'Enfant to draw the plan for the national capital in the late 1700s. NAMA encompasses over 1,000 acres and includes the National Mall, the public promenade extending from 3rd Street near the Capitol to the Lincoln Memorial, and from the Constitution Avenue to Hains Point. It includes the Washington Monument, Thomas Jefferson Memorial, Franklin Delano Roosevelt Memorial, World War II Memorial, Korean War Veterans

Memorial, Vietnam Veterans Memorial, Lincoln Memorial, Martin Luther King, Jr. National Memorial, and East and West Potomac Park.

The premises that will be operated under the Draft Agreement include the kiosks directly on the National Mall, proximate to the Lincoln Memorial, and in several other locations, as well as temporary pushcarts serving ice cream and beverages at designated locations throughout the National Mall. As previously stated, the Service is open to considering supplemental or alternate pushcart options and locations other than within the zones restricted for pushcarts. Additional information on the Park and its events is available on the [NAMA website](#).

The map that follows provides the location information of the various premises to be operated within the National Mall. The 37 designated locations where the Operator can operate up to 25 pushcarts are shown in Attachment A to Exhibit 3 (Approved Locations for Seasonal Pushcarts).



**Lincoln Memorial North Kiosk**



## Location of National Mall Kiosks to Be Operated



Map Key

(1) Lincoln Memorial North Kiosk  
(2) Lincoln Memorial South Kiosk

(3) Constitution Gardens Kiosk  
(4) Thomas Jefferson Memorial Kiosk

(5) American History Kiosk  
(6) Natural History Kiosk

(7) Arts & Industry Kiosk  
(8) Air & Space Kiosk

## 2. Historical Visitation

While the overall number of visitors to each of the sites within NAMA varies, the Service estimates that the park receives an estimated 32 million visitors from around the world each year. Visitation information is available for a limited number of the monuments and memorials proximate to the Draft Agreement operations.

- **Thomas Jefferson Memorial:** During the eight years prior to the COVID-19 pandemic, visitation increased at an average annual rate of 6.0 percent, growing from 1.9 million in 2011 to 3.1 million visitors in 2019. During the pandemic, visitation to the Jefferson Memorial declined by 72.5 percent in 2020 to 852,600 but rebounded sharply in 2022 to almost 3.0 million and remained at that level through 2024.
- **Lincoln Memorial:** During the eight-year period prior to the COVID-19 pandemic, visitation to the Lincoln Memorial also exhibited strong growth, increasing at an average annual rate of 3.4 percent from 6.0 million in 2012 to 7.8 million in 2019. During the pandemic, visitation to the Lincoln Memorial declined by 61.8 percent in 2020 to 3.0 million but rebounded sharply in 2022 to 7.8 million, 8.1 million in 2023, and 8.5 million in 2024.
- **Washington Monument:** After being open for 2014 and 2015 following repairs caused by an August 2011 earthquake, the Service closed the Washington Monument in August 2016 due to a malfunctioning elevator. The Washington Monument re-opened in September 2019, upon completion of a major project to replace the elevator systems and add a new visitor security screening area at its base. In 2014 and 2015, annual visitation to the top of the Washington Monument averaged approximately 458,000; down from 629,000 in 2010, prior to the earthquake; 2022 visitation was approximately 260,000, and 2023 and 2024 visitation was approximately 250,000.
- **Other Memorials:** NAMA includes a number of other major memorials and monuments. Prior to the pandemic, in 2019, the World War II Memorial welcomed 4.8 million visitors, the Vietnam Veterans Memorial received 4.6 million visitors, and the Korean War Veterans Memorial accommodated 3.8 million visitors. In 2024, visitation to these memorials rebounded sharply; the World War II Memorial welcomed 5.2 million visitors, the Vietnam Veterans Memorial received 5.3 million visitors, and the Korean War Veterans Memorial accommodated 4.3 million visitors. On average, in 2024 visitation was up 12% over 2019 levels for these three memorials.

More than 24 million people from outside the Washington, D.C., metro area visited the city in 2019, including 1.8 million international visitors.

Most (16%) international visitors came from China followed by the United Kingdom and India.

Visitation to the National Mall and Memorials generally peaks in July. While December sees the fewest visitors to the Park, nice weather around the holidays can attract large crowds.

Monthly visitation counts for sites adjacent to some of the premises assigned under the Draft Agreement are available by accessing the [Recreation Visits by Month reports on the Service's website](#), including the Korean War Veterans Memorial, Lincoln Memorial, Thomas Jefferson Memorial, Vietnam Veterans Memorial, Washington Monument, and World War II Memorial.

## C. Historical Revenues & Departmental Metrics

Chart 3 below presents historical revenues subject to franchise fees from the operations under the Existing Contract from 2022 through 2024 that will be provided under the Draft Agreement, for the mandatory visitor services only.

This section presents financial data and departmental metrics to assist prospective respondents in developing their own projections for future operations.

**Chart 3. Historical Gross Receipts by Service Offered**

Historical Revenues by Department	2022	2023	2024
Food & Beverage	\$3,773,493	\$4,234,528	\$4,332,866
Retail	\$847,397	\$785,510	\$715,419
<b>TOTAL Revenue</b>	<b>\$4,620,889</b>	<b>\$5,020,038</b>	<b>\$5,048,285</b>

Source: National Park Service

## V. Investment Analysis

### A. Due Diligence

Respondents should rely on their own independent research and investigation for all matters relating to development of a proposal, including without limitation assessing the business opportunity, market analysis, projected revenue, costs, opportunity for profit, expense associated with the operations and maintenance of the premises and construction projects and improvements to the premises.

### B. Initial Investment

The assigned premises will be made available to the selected Operator in an “as-is” condition at the commencement of the term of the agreement. The Existing Contract requires the Existing Concessioner to sell and transfer to the selected respondent the personal property the Existing Concessioner used or held for use in connection with the operations of the premises assigned to the Operator under the Draft Agreement. Pursuant to the terms of the Existing Contract, as a condition to the award of the Draft Agreement, the Service will require the selected respondent to purchase from the Existing Concessioner such personal property and pay the Existing Concessioner the fair value thereof.

The Operator will be required to fund an Initial Capital Investment Program at its own expense, as defined in the Draft Agreement. The Service has assumed a minimum investment of \$2 million for the Initial Capital Investment Program over the first two years of the term of the agreement. The ultimate investment required will be dependent upon the NPS approval and inclusion in the Draft Agreement of Initial Capital Investment Program concepts proposed by the selected respondent. Each respondent is expected to develop its own proposal-specific cost estimates to be presented as part of its proposed Initial Capital Investment Program.

The Service estimates the total required initial (to begin operations) investment by the Operator is \$1,787,400. This includes investments for personal property, start-up costs, and working capital. The initial investment does not include the cost of the Initial Capital Investment Program. Chart 4 summarizes the estimated initial investment required to begin operations.

**Chart 4. Estimated Initial Investment**

Investment Item	Estimated Amount (2026 dollars)
Existing Concessioner Personal Property	\$317,200
Additional Personal Property	\$1,395,000
Start-Up Costs	\$75,200
<b>Total Initial Investment</b>	<b>\$1,787,400</b>
<i>Note: The initial investment does not include the Initial Capital Investment Program</i>	



## 1. Personal Property

The Existing Contract requires the Existing Concessioner to sell and transfer to its successor personal property the Existing Concessioner used or held for use in connection with its related operations under the Existing Contract. Pursuant to the terms of the Existing Contract, the Service will require the selected respondent to purchase this property from the Existing Concessioner.

The Service estimates the value of property the Operator must purchase from the Existing Concessioner is approximately \$317,200. Some of this personal property may no longer be serviceable or applicable to the selected respondent's proposal, but the Operator will be contractually bound by this requirement. This total includes personal property such as furniture, trade fixtures, equipment, vehicles, merchandise, and supplies. This total is only an estimate, and the final value negotiated between the Existing Concessioner and the selected respondent could differ from this estimate. A personal property list provided by the Existing Concessioner and updated by the Service is included in the appendices to this Request for Proposal.

The Service assumes the Operator will need to replace some of the personal property purchased from the Existing Concessioner or otherwise purchase additional personal property for the operations under the Draft Agreement. The Service estimates this additional personal property will total \$1,395,000.

The Service also estimates the value of inventory required to begin operations at \$75,200, consisting primarily of retail merchandise and food and beverage items. This total is only an estimate, and the final value could differ from this estimate.

## 2. Mid-Term Refurbishment

Without limiting the Operator's requirement to maintain the premises to the satisfaction of the Service throughout the Draft Agreement term, the Operator will be required to refurbish and redecorate the interior and exterior of the public area of the assigned premises within six months of the fifth (5th) anniversary of the completion of the Initial Capital Investment Program to maintain the appearance of the premises in customer-facing areas. The Operator must provide its refurbishment plan to the Service for approval 90 days before the fifth (5th) anniversary date above and must invest a minimum of 7.0% of the total cost of the Initial Capital Investment Program.

## C. Estimated Revenue Projections

### 1. Revenue Projections

To assist respondents in the development of their projections, the Service presents projected operating statistics for the mandatory visitor services only, based on a Draft Agreement effective date of May 1, 2026. Please note that these projections are only estimates based on assumptions developed by the Service and its consultants, considering historical data, industry standards, comparable information from other facilities, and annual financial reports of the Existing Concessioner. Respondents must perform their own due diligence in developing financial projections for their proposals. The Service developed the following projections for the first stabilized year of operations under the Draft Agreement based on historical performance and proposed or expected changes to future operations.

**Chart 5 – Projected Use and Rate Ranges, VA-NAMA003-25, 2026**

Service	Use	Range
Food & beverage	Number of Transactions	564,000 – 624,000
	Average Transaction	\$9.00 - \$10.00
Retail	Number of Transactions	95,000 – 105,000
	Average Transaction	\$7.75 – \$8.50

To assist prospective respondents, the chart below shows projected ranges of the number of individual transactions and of the amount of each transaction for each of the kiosks, assuming operations similar to those of the Existing Concessioner. As with all Service projections, these estimates reflect Service assumptions based on planning decisions, historical concession operating data, industry standards, economic conditions, and comparable and competitive operations. The Service does not guarantee these projections will materialize and assumes no liability for their accuracy. Respondents must compile and present their own financial projections based on their proposed offerings, independent assumptions, market analysis, due diligence, and industry knowledge.

**Chart 6 – Projected Range of Number of Individual Transactions and Amounts**

Food & Beverage Venue	Projected Number of Individual Transactions	Projected Amount of Each Transaction
Arts & Industry (Carousel) Kiosk	23,750 – 26,250	\$10.26 - \$11.34
Natural History Kiosk	70,538 – 77,963	\$11.76 - \$13.00
American History Kiosk	51,300 – 56,700	\$11.03 - \$12.19
Constitution Garden Kiosk	40,375 – 44,625	\$5.84 - \$6.46
Air and Space Kiosk	100,225 – 110,775	\$11.04 - \$12.20
Lincoln Memorial North Kiosk	94,763 – 104,738	\$6.72 - \$7.43
Lincoln Memorial South Kiosk	98,800 – 109,200	\$9.87 - \$10.91
Jefferson Memorial Kiosk	25,175 - 27,825	\$7.92 - \$8.75

## D. Departmental Expense Projections

### 1. Labor and Benefits

The Operator must comply with all provisions of Executive Order 13706 (Establishing Paid Sick Leave for Federal Contractors) and its implementing regulations, codified at 29 C.F.R. Part 13. As described fully in 29 C.F.R. Part 13, employees accrue one hour of paid sick leave for every 30 hours worked.

In June 2016, Washington, D.C., passed minimum wage requirements for all non-salaried employees in the District. Under the law, the minimum wage increased to \$15.00 per hour on July 1, 2020, and, starting in 2021, increases apply each successive year in proportion to the increase in the Consumer Price Index. As of July 1, 2025 the Washington, DC minimum wage is \$17.95 per hour. These minimum wage requirements apply to all hourly positions. Employees are generally entitled to receive 1.5 times their hourly rate for any hours worked over 40 hours in a workweek.

In addition to minimum wage compliance requirements, Washington, D.C., also requires employers to fund paid family leave for employees. Employers will fund this leave requirement with sixty-two hundredths of a percent (0.62%) tax on total payroll expenses. The Washington, D.C. Department of Employment Services website offers further information on minimum wage and paid family leave within Washington, D.C.

### 2. Indirect and Fixed Expense Projections

#### District of Columbia Possessory Interest Tax

The District of Columbia assesses a possessory interest tax for some businesses operating within public-sector-owned facilities within the District. More information regarding the possessory interest tax may be found on the [DC Possessory Interest Tax info website](#).

#### **Repair and Maintenance of Premises**

It is the Operator's responsibility to provide clean, well-maintained facilities by ensuring that repairs and maintenance are completed on assets and equipment/systems to prevent damage and prolong their life expectancy. In addition, the assigned premises must retain their attractiveness and freshness over time. The Draft Agreement requires the Operator to maintain the premises (as assigned by Exhibit 1 of the Draft Agreement) to the satisfaction of the Director. The Maintenance Requirements (Exhibit 4 to the Draft Agreement) contain specific minimum requirements for planning and executing the Operator's maintenance responsibilities.

#### **Utilities and Trash Removal**

Utilities and trash removal will be at the Operator's cost.

#### **Capital Renovation Account**

The Draft Agreement requires the Operator to establish and manage a Capital Renovation Account with monthly contribution requirements of **five percent (5.0%)** of the Operator's gross receipts.

#### **Insurance Requirements**

The Service included the minimum insurance requirements for the premises in Exhibit 6 of the Draft Agreement.

#### **Privilege Fee**

Respondents must agree to pay a privilege fee equal to or greater than a minimum annual privilege fee of twelve percent (12%) of the Operator's gross receipts for the preceding year or portion of a year. The NPS determined the minimum fee required in consideration of the investment requirements, including the Initial Capital Investment Program, and other obligations of the Draft Agreement.

## **VI. Solicitation Process**

Following initial review of the proposals, the NPS may invite all or some of the respondents to provide presentations and/or for interviews to allow the NPS to ask questions and clarify details regarding the proposals. The NPS also may choose to visit facilities operated by respondents or conduct tastings prior to final selection of the top-ranked respondent. Subsequently the Service will finalize a VEIA Privilege Percentage Agreement with the top-ranked respondent. If an agreement cannot be finalized with the top-ranked respondent, the NPS will seek to finalize a VEIA Privilege Percentage Agreement with the second-highest ranked respondent.

### **A. Schedule**

#### **Request for Proposal Schedule**

<b>Event</b>	<b>Date</b>
Deadline for registering for site visit	June 13, 2025
Site visit	June 20, 2025
Deadline for submitting questions	July 7, 2025
Responses to questions issued	July 28, 2025
Deadline for proposal submission	August 8, 2025
Possible presentations/interviews	TBD
Selection of respondent to finalize VEIA Privilege Percentage Agreement	October 10, 2025
Agreement award	December 12, 2025

## B. Site Visit and Tours

The Service will host a one-day site visit and tour of the premises for parties interested in competing for this opportunity on the date listed in the Section VI.A. Schedule above. **Interested respondents must attend the site visit in order to submit a proposal in response to the RFP.** The site visit will provide prospective respondents an overview of the visitor services and premises the selected Operator will operate. The Service will limit each prospective respondent to three site visit attendees, and all attendees must be over the age of eighteen. Respondents who plan to attend the site visit must register for the site visit by emailing:

Washington Office, Commercial Services Program  
Email: [NAMA\\_VEIA@nps.gov](mailto:NAMA_VEIA@nps.gov)

Please register for the site visit at least one week in advance, providing a primary contact name and contact information, and the names of any others in the touring group. The Service will provide further information and additional directions by return email message to the primary contact.

## C. RFP Question Submission

Questions regarding this solicitation must be sent via e-mail to:

Washington Office, Commercial Services Program  
[NAMA\\_VEIA@nps.gov](mailto:NAMA_VEIA@nps.gov)

Any questions regarding this RFP must be submitted via email to [NAMA\\_VEIA@nps.gov](mailto:NAMA_VEIA@nps.gov) no later than the deadline listed in the Section VI.A. Schedule above. Questions submitted after these dates may not be answered. Questions must be submitted in a format that allows the NPS to copy the questions to Microsoft Word. Microsoft Office programs or an Adobe PDF electronic version that allows for copying and pasting of text using Adobe Reader software are acceptable. Questions must specify the section of the RFP that is the subject of your inquiry. If you do not reference the specific section of the RFP, your questions may not be answered. The NPS will respond to questions about the RFP, as appropriate, in writing, and will post the questions and responses on the [NPS NAMA Request for Proposal website](#). The Service reserves the right to respond or not to respond to the questions submitted

All information regarding this RFP will be issued in writing. No Service representative or other government official is authorized to make substantive oral representations relating to this matter, and respondents may not rely on any oral representations made by any government officials with respect to this solicitation.

## D. General Solicitation Information

**Amendments:** The NPS will make all amendments available via the National Park Service website on the [NPS NAMA Request for Proposal website](#). Prospective respondents are responsible for reviewing this site for any amendments to the RFP. The NPS is not responsible for individually notifying or delivering amendments to prospective respondents.

**Extensions and Cancellation:** The NPS may extend the deadline date for submission of proposals if, in its opinion, any amendments to this solicitation warrant an extension. The NPS also may cancel this solicitation, in whole or in part, or reject all responses in the best interest of the NPS.

**Acceptance of Submissions:** The NPS reserves the right to accept or reject any or all submissions received as a result of this solicitation, to waive minor irregularities, or to negotiate with any respondent, in any manner necessary, to serve the best interests of the NPS.

**Incurred Expenses:** Any expenses incurred by a respondent in preparing and submitting a response to this solicitation, including the cost of site tours, will be the sole responsibility of the respondent and will not be reimbursed by the Service.

**Economy of Preparation:** Respondents should prepare submission packages simply and economically, providing a straightforward, concise description of the respondent's ability to satisfy the requirements set forth in this solicitation. Clarity, conciseness, and responsiveness will be valued over sheer volume.

**Discrepancies and Clarifications:** The Service reserves the right to request written clarification from any respondent of any aspect of materials received in response to this solicitation or to request further information that may be required to adequately evaluate a respondent's credentials and qualifications.

**Responsive Proposal:** A response is not responsive if the Service determines that it is not timely, does not meet the minimum requirements of the Draft Agreement, or does not provide the information required by the RFP. Information "required by the RFP" refers to information expressly required by the RFP and that is material, as determined by the Service, to an effective evaluation of the proposal under the applicable selection factor.

**Organization Structure:** The entity with which the National Park Service would contract must be identified.

**Right to Negotiate with More than One Respondent:** The Service reserves the right to negotiate with more than one respondent to secure an agreement with terms deemed most advantageous to the Service.

**Confidentiality/Public Records:** All submissions received are subject to public records requests and may become public information. Respondents must clearly identify information considered proprietary and/or confidential following the procedure below, and the NPS will withhold it to the extent permitted by law.

1. All proposals submitted in response to this RFP may be disclosed by the Service to any person, upon request, to the extent required or authorized by the Freedom of Information Act (5 U.S.C. § 552).
2. 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 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 respondent believes to be exempt from disclosure under the Freedom of Information Act. The respondent requests that this information not be disclosed to the public, except as may be required by law.
3. 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 respondent 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.
4. Information so identified will not be made public by the Service except in accordance with law.
5. Notwithstanding the above, respondents should be aware that, upon request, the Service releases its commercial services contracts to the public in full without redaction, including elements incorporated into the commercial service contract from the selected respondent's proposal.

## E. Evaluation of Proposals

The Service will screen all proposals received by the submission deadline for compliance with minimum requirements and eliminate those that are not responsive.

The Service will review and rank all responsive proposals based on the Service's evaluation of the respondent's ability to effectively operate the premises and services described in the Draft Agreement in accordance with the response format and selection factors described in Section VII.A below.

The Service will rank all responsive proposals based on the following scoring rubric:

<b>Selection Factors</b>	<b>Possible Points</b>
SF1 (Certification, Background and Experience)	8
SF2 (Food and Beverage)	8
SF3 (Waste Reduction)	4
SF4 (Maintenance)	4
SF5 (Financial Considerations)	8
SF6 (Acceptance/modifications)	2
SF7 (References)	4
<b>Total Possible</b>	<b>38</b>

## VII. Proposal Requirements

### A. RFP Proposal Submission

#### 1. Proposal Submission Format

Submit an electronic copy of your proposal and scanned PDF versions of all documents requiring handwritten signatures (i.e., the Attachment I: Certification) using the Service's Microsoft Teams platform (see instructions below). To facilitate discussion and review of proposals among evaluation panel members, the electronic copy must be in a format that can be shared, copied, and pasted easily. Microsoft Office programs or an Adobe PDF electronic version that allows for copying and pasting of text using Adobe Reader software are acceptable. However, you must provide all financial spreadsheets in Microsoft Excel.

Index your responses to conform to the requested format. Please number each page and section in your proposal. The information presented under each heading must conform strictly to the information requested. The Service will review each proposal to determine its completeness prior to actual evaluation; if a respondent fails to provide or adequately address all categories of information requested or to provide the information in the required format, the Service may disqualify the respondent from further consideration.

Respondents must use letter-size pages except for schematics or drawings, where respondents may use legal or ledger-size pages. Respondents must use 11- or 12-point font for all text within the proposal, including all tables, charts, graphs, and provided forms. The Service will accept images of sample material with smaller fonts. Page margins must be 1 inch. Page numbers and identifications of confidential information may appear within the margins.

Clearly identify proprietary information in accordance with the procedure outlined in Section VI.E. above, and NPS will withhold it to the extent permitted by law.

#### 2. Proposal Delivery Requirements

**Proposals Deadline: see Schedule in Section VI.A.**

- a) Follow these instructions to submit the "Attachment I: Certification":



- b) Respondents must follow the format provided below for the “Attachment I: Certification”. The NPS may consider your proposal non-responsive if you do not submit a “Attachment I: Certification” with handwritten signatures.
- c) The respondent must include a scanned PDF version of the signed “Attachment I: Certification” with the electronic proposal submittal.
- d) The “Attachment I: Certification” must include a list of the documents transmitted electronically and the email address that will be used to submit the electronic proposal.
- e) The respondent must send an original hardcopy of the “Attachment I: Certification” with handwritten signatures to the address listed below by the deadline listed above:

National Park Service Commercial Service Program  
Attn: Kurt Rausch, Chief, Commercial Services Program  
1849 C Street NW (Mail Stop 2225)  
Washington, D.C. 20240
- f) The Service encourages respondents to ensure the timely submittal of the “Attachment I: Certification” by sending them well before the deadline to avoid delays related to delivery services, such as weather.

Follow these instructions to submit the electronic proposal:

- a) Within two weeks of the proposal deadline, respondents who attended the site visit will receive a welcome email message from the Service’s Microsoft Teams platform. The Teams email invitation will come from [account-security-noreply@accountprotection.microsoft.com](mailto:account-security-noreply@accountprotection.microsoft.com). Be advised the email invitation may take up to 24 hours to arrive in your inbox after the Service sends it and may end up in your junk or spam folder depending on your system’s email filters. You must accept the invitation by selecting Open Microsoft Teams in the email message before you can access the Team to upload your proposal.
- b) You will not need to download Teams to your computer. You can choose to run Teams in your preferred web browser (Chrome and Edge are fully supported, but Safari and Firefox have some limitations). We suggest that you choose to access your Team in a web browser if you already use Teams.
- c) Before gaining access to the Microsoft Teams site created to submit a proposal, you need to use an authentication app to complete a Multi-Factor Authentication (MFA). Please use the [DOI MFA Setup Guidelines](#) for instructions.
- d) Once you have accessed your Team, you can upload your electronic proposal directly into the “General” folder and may create subfolders for uploading multiple documents if needed.
- e) You must upload the electronic proposal via the Teams site before the proposal’s deadline listed above. Respondents are encouraged to ensure the timely submittal of proposals by uploading before the deadline to avoid delays related to technical issues, such as connectivity.

Other than the hard copy of the Attachment I: Certification, the Service will not accept a proposal or any part of a proposal by hard copy mail/delivery service or facsimile transmission.

## B. RFP Selection Factors

Respondents must limit proposals to **38 pages overall**, exclusive of the following response requirements and selection factors listed below:

- Selection Factor 1.6. History of Litigation
- Selection Factor 1.7. Organizational Documents
- Selection Factor 5.3. Ten-Year Proforma and Capital Investment Schedule
- Selection Factor 5.4.1. Financial Statements

- Selection Factor 7      References

Using no more than 2 pages (excluded from page limits), respondents may provide a transmittal letter introducing themselves and their proposal.

The Service will evaluate respondents' proposal submissions based on the following selection factors:

### Selection Factor 1 (SF1): Certification, Background and Experience

**Respondents must provide a completed Certification which appears in Attachment I.**

The RFP is drafted upon the assumption that a respondent is the same legal entity that will execute the Draft Agreement as the Operator. If the entity that is to be the Operator is not in existence as of the time of submission of a proposal, or the respondent was formed recently and has no financial or operating history, the Certification must demonstrate that the individual(s) or entity(ies) (hereinafter Respondent-Guarantor) that has established or intends to establish the entity that will become the Operator has the ability and is legally obliged to cause the entity to be financially and managerially capable of carrying out the terms of the Draft Agreement. In addition, the Respondent-Guarantor must unconditionally state and guarantee that the Respondent-Guarantor will provide the Operator with all funding, management, and other resources that the Draft Agreement requires and the proposal offers.

A single entity must be the sole point of contact with the Service regarding this agreement and be empowered to enter into an agreement and be responsible for all future obligations and decision making on behalf of the Operator.

Within the last five years, respondents must have a minimum of three years of continuous experience in the successful management, operation, maintenance, or development of a food & beverage and retail establishment(s) demonstrating its ability to deliver high quality services with two or more physical locations.

If an entity other than the respondent provided the experience in the information requested below, for each example provided, within the applicable page limits, explain how that entity will provide assistance and expertise to the respondent to enable the Service to rely on the experience in evaluating the respondent's proposal. If the respondent is not yet in existence, the respondent was formed recently and has no financial or operating history, or the respondent relies on the experience of an affiliated entity, such as a parent company or subsidiary of its parent company, please explain how such experience will carry over to the respondent directly and that entity's experience will benefit the respondent's operations.

No prior experience operating within a national park is required.

**Using not more than six pages**, excluding the information requested in 1.6 and 1.7 below, but including all other text, pictures, graphs, etc., provide the following information:

- 1.1 Organizational Structure: Describe the entity with which the National Park Service will contract, specifying whether it is currently in existence or is to be formed. Clearly explain and define the respondent's relationship to any related entities that will affect how the respondent will perform under the Draft Agreement. Identify any entity, if other than the respondent, that has the authority to allocate funds and hire and fire management employees of the respondent.
- 1.2 Ownership: Identify any individual or business entity that holds or will hold a controlling interest in the respondent. If the respondent is an unincorporated sole proprietorship, identify and provide information about the individual who owns and operates the business. If the respondent is a limited liability company, a partnership, or a joint venture, identify and provide information about each managing member or manager, general partner or venturer, respectively.
- 1.3 Brief History (for respondent, controlling/managing entities, and funding entities (if other than a financial institution))

- 1.4 Number of Years in Business (for respondent and controlling/managing entities)
- 1.5 Services provided (for respondent and controlling/managing entities)
- 1.6 History of litigation for the respondent, its parent, and any affiliate for the past five years, including the nature of the case(s) **(excluded from page limits)**.
- 1.7 Submit your governing documents (e.g., Articles of Incorporation and Bylaws for corporations; Certificate of Formation and Operating Agreement for LLCs; Partnership Agreement for Partnerships; or Venture Agreement for Joint Ventures). If the respondent is not yet in existence, submit these documents for the Respondent-Guarantor(s). Include evidence that the business entity is licensed or is qualified to do business in the District of Columbia and will be able to obtain all required business licenses and permits. **(excluded from page limits)**
- 1.8 Overall Operating Experience: (please indicate whether facilities listed are currently in your operating portfolio, or were formerly operated and when)
  - 1.8.1 Total number of comparable operations (restaurants, concessions, etc.)
  - 1.8.2 Comparable facilities experience (List relevant facilities operated within at least the last five years, including type of contract [e.g., concession, lease, management agreement, percentage agreement, etc.], location [e.g., airport, park, highway, zoo, food hall, etc.], number of years operated, and remaining term)
    - 1.8.2.1 List of your comparable properties operated in the DC metro area, if any
    - 1.8.2.2 List of your comparable properties operated on behalf of other public authorities, if any
- 1.9 Using the table format provided below, provide one example demonstrating the respondent's experience operating and managing quick service food and beverage operations similar in scale and complexity to those required by the Draft Agreement. Your examples must be similar in customer volume to those outlined in this RFP. 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. Your example must have occurred for at least three continuous years within the five years before the release of this RFP. Address the following in tabular form:

Name and location of operation	
Nature and tenure of the respondent's involvement, status of business (e.g., owned and operated by the respondent, sold, open but no longer operated by the respondent, closed, etc.)	
Number of locations included in the operation (total points of sale)	
Description of concepts and menus offered throughout the operation, including how you responded to changing guest tastes	
Time frame and length of operating the food and beverage service	
Operating season and hours	
Annual number of guests by meal period during the most recent completed year/season	
Annual gross receipts for the food and beverage operation for the most recent available year	
Number of employees segregated by year-round full-time, year-round part-time, seasonal full-time, and seasonal part-time.	
Description of demand surges (lines) over the operation's busiest days and how you address these surges	
Explain how this experience relates directly to successfully operating the mandatory visitor services under the Draft Agreement.	

- 1.10 Using the table format provided below, provide one example demonstrating the respondent's experience operating and managing retail operations similar in customer volume to those required by the Draft Agreement. Your example must be similar in customer volume to those outlined in this RFP. The Service will only accept an example of a single, stand-alone retail outlet, similar to the required retail outlet under the Draft Agreement. Your example must have occurred for at least three continuous years within the five years before the release of this RFP. Address the following in tabular form:

Name and location of operation	
Nature and tenure of the respondent's involvement, status of business (e.g., owned and operated by the respondent, sold, open but no longer operated by the respondent, closed, etc.)	
Description of concept of operation and type of merchandise (e.g., grocery, souvenirs, convenience items)	
Square footage of retail space	
Operating season and hours	
Time frame and length of providing services	
Average annual number of transactions	
Annual gross receipts for most recent available year	
Number of employees segregated by year-round full-time, year-round part-time, seasonal full-time, and seasonal part-time	
Description of how you maintained variety of items offered and price points	
Explain how this experience relates directly to successfully operating the required visitor services under the Draft Agreement.	

## Selection Factor 2 (SF2): Food & Beverage

The Service is interested in providing a variety of food and beverage options across the various kiosks. Respondents must demonstrate the ability to deliver a variety of high-quality local, regional, or nationally known food and beverage concepts and excellent service at reasonable prices to customers. The Service is also interested in any unique or creative approaches or methods that would modernize and improve the premises, increase visitor enjoyment, and be of overall benefit to the Park.

With the exception of the Lincoln Memorial kiosks, most kiosks have a relatively small area for storage and preparation of food items. None of the kiosks have ducted range hoods, which may eliminate some types of food preparation given the limited space. In addition, the seating area surrounding each kiosk varies in size, making portable, easy-to-eat food options important. The kiosks, particularly those on the National Mall, must serve a large volume of customers most months of the year. Operators must adapt to significant surges in demand and must offer a consistent selection of menu items throughout the operating day. Throughout any transition and renovation period, food & beverage options must be available for visitors.

**Using not more than six pages**, excluding the menus requested in 2.1. below and the schematics requested in 2.2. below, but including all other text, pictures, graphs, etc., describe how you will provide a variety of food & beverage options from the kiosks throughout the National Mall by providing the following information:

- 2.1. Describe your food and beverage service concepts and operating strategy for each of the kiosks, and why the location is appropriate for that particular concept. Include your conceptual menus that identify the food service concept for each kiosk. Please do not include pricing on your menus. Describe how you will inform visitors of food options available at different locations.
- 2.2. Describe any proposed changes to the premises, including the seating areas (outside), that will be required to deliver each concept; schematics should be included. Note: The premises must adhere to the assigned footprint, and any changes, including signage, to the exterior of the kiosk must be in keeping with the ambiance of the National Mall and will require approval of the Service and may be subject to the approval of the Commission of Fine Arts, which reviews design proposals for public and private properties in the NPS National Capital Area, as they affect the federal interest and preserve the dignity of the nation's capital.
- 2.3. Describe how and where you will prepare the food. If you plan to perform some food preparation in a location other than the kiosk where you will ultimately serve the food, please provide a detailed description of where you will prepare food, how you plan to deliver the product to each kiosk, how you will ensure safe food handling throughout preparation and transport, and your proposed delivery schedule.
- 2.4. Describe your strategies for:
  - Serving visitors promptly;
  - Ensuring consistent quality of menu items; and
  - Ensuring consistent availability of menu items.
- 2.5. Describe your strategy for ensuring that you adequately staff kiosks to ensure consistently prompt guest service, including during large events.
- 2.6. Describe your strategy and timing for transitioning the current operations to the concepts you propose, while maintaining continuous service within the Park for its visitors. The Service recognizes that individual kiosks may need to be out of service for varying periods for refurbishment or updates.
- 2.7. Provide examples of the styles and locations of push-cart operation, particularly if additional or more comprehensive mobile food & beverage cart operations are proposed. Explain where carts will be stored when not in use.

### Selection Factor 3 (SF3): Waste Reduction

This National Mall and Memorial Parks operation will provide quick service food & beverage to visitors from assigned kiosks. The kiosks have limited space within and around their perimeters to manage waste generated from operations and visitors (e.g., cans, bottles, and food waste and packaging). The quick service operations result in packaging and food waste, both of which can attract pests, detract from the visitor experience, and potentially cause health and safety issues.

The Service is interested in the respondent's demonstrated commitment to minimizing solid waste. This may include source reduction efforts for wastes such as food waste, paper, metal and other materials, as well as waste disposal options such as innovative reuse and recycling programs for plastic, food, and other waste types.

Respondents should not propose strategies that would commit to the elimination of single use plastics, the use of paper straws, or any other action that conflicts with [Secretarial Order 3430 \(Rescission of Secretary's Order \(SO\) 3407, "Department-Wide Approach to Reducing Plastic Pollution"\)](#) or [Executive Order 14208 \(Ending Procurement and Forced Use of Paper Straws\)](#).

Note: The Operator may implement programs to reduce plastic waste in its operations voluntarily; however, any such action proposed by a respondent will not be evaluated or included in the awarded agreement as a requirement.

#### 3.1 Solid Waste Reduction Plan

**Using not more than three pages**, including all text, pictures, graphs, etc., describe your proposed approach to and demonstrate how you will meet or exceed the requirements of the Draft Agreement to reduce waste by explaining the following:

- 3.1.1. Your solid waste reduction plan objectives;
- 3.1.2. Specific actions you will implement to reduce the solid waste produced by your operations, including consumer packaging and food waste; and
- 3.1.3. How you will measure achievement of your objectives.

### Selection Factor 4 (SF4): Maintenance

The respondent must demonstrate the capability to maintain the premises consistently as required by the Draft Agreement.

**Using not more than two pages**, including all text, pictures, graphs, etc., describe how the respondent will develop a maintenance plan to meet the following objectives:

- Reduce equipment failures and downtime
- Extend equipment lifespan
- Maintain the premises and equipment/systems
- Decrease maintenance costs
- Comply with regulations and increase safety

### Selection Factor 5 (SF5): Financial Considerations

The respondent's funding sources, as demonstrated by credible documentation, must be greater than its proposed Initial Capital Investment Program and initial investment requirements.

The respondent must have the ability to obtain and maintain the insurance coverages and limits as required in Exhibit 6 to the Draft Agreement.

The Service will review each respondent's financial proposal to evaluate:

- **Proposed Investment:** The respondent's proposed capital improvements, including the investment amount and timing of improvements to the premises.
- **Key Agreement Financial Provisions:** The respondent's proposed privilege fee and project services fee. Note that the Service is seeking a privilege fee equal to or greater than twelve percent (12%) of the Operator's gross receipts for the preceding year or portion of a year.
- **Projections:** Realistic and sustainable operating projections.
- **Financial Operating Plan:** Reasonableness of anticipated changes to operations.
- **Financial Stability and Capability:** Demonstrated financial stability and capability of the respondent to fulfill the requirements of the Draft Agreement under the terms outlined in the respondent's proposal.
- **Capital Oversight:** Experience in managing renovations and capital improvement programs. The NPS may consider experience in small construction projects involving historic structures requiring consultation with the State Historic Preservation Offices as a positive.

#### 5.1 Capital Investment (**Not to exceed 4 pages**)

- 5.1.1 Provide an estimate of the total required initial (prior to Year 1) investment by the Operator, including investments for personal property, start-up costs, and working capital. Note: Pursuant to the terms of the Existing Contract, the Operator will be required to purchase from the Existing Concessioner personal property it used or held for use in connection with the operation, and the Service assumes the Operator will need to replace some of the personal property purchased from the Existing Concessioner.
- 5.1.2 **Using the table format below**, provide a summary of your proposed Initial Capital Investment Program. Describe how your Initial Capital Investment Program supports your food and beverage service concepts and operating strategy for each of the kiosks described in your response to SF2: Food & Beverage. Describe the methodology and the assumptions used to develop your cost



estimates and construction timelines. The information provided should be of sufficient detail to allow a reviewer to understand how the estimates were determined. The Service has assumed a minimum investment of \$2 million for the Initial Capital Investment Program over the first two years of the term of the Draft Agreement. Respondents are not required to include all the assigned premises in their proposed Initial Capital Investment Program.

Note: Capital investments made by the Operator, mutually agreed upon between the Service and the Operator, will be amortized over an agreed useful life not to exceed the term of the agreement. In the event of a withdrawal of the related premises prior to the expiration of the Draft Agreement, the Operator may be reimbursed for any unamortized balance of capital investments as described in the Draft Agreement. No compensation will be due to Operator for any unamortized capital investment in the premises at the expiration of the agreement.

Location	Project scope	Cost	Construction Start	Target Completion Date
<b>Air And Space Kiosk</b>				
<b>American History Kiosk</b>				
<b>Arts And Industry Kiosk</b>				
<b>Constitution Gardens</b>				
<b>Thomas Jefferson Kiosk</b>				
<b>Lincoln North Kiosk</b>				
<b>Lincoln South Kiosk</b>				
<b>Natural History Kiosk</b>				
<b>Mobile pushcarts</b>				

## 5.2 Privilege Fee and Project Services Fee Proposal (not to exceed 1 page)

5.2.1 The privilege fee rate proposed must be at least equal to the minimum set forth in this RFP (12% of gross receipts).

Provide a concise statement of the proposed privilege fee based upon a percentage of gross receipts.

5.2.2 The project services fee for when the Operator furnishes project services for Director-funded capital improvements (see Section 9(a)(4) of the Draft Agreement).

Provide a concise statement of the proposed project services fee based upon a percentage of the hard costs (those being any costs directly related to the physical construction) of Director-funded capital improvements.

## 5.3 Ten-Year Proforma and Capital Investment Schedule (excluded from page limits)

Provide estimates of prospective revenues and expenses of the operations under the Draft Agreement in the form of annual prospective income and cash flow statements for the entire term of the Draft Agreement. The income statement should include revenues by type (retail, food & beverage), cost of goods sold by category, labor by department, direct expenses such as, but not limited to, utilities, repair, and maintenance, operating supplies and equipment, vehicle expense, administrative costs by category,

marketing expenses, franchise fees (if any), and fixed expenses such as, but not limited to, insurance, property taxes, rental expenses, privilege fees, contributions to the Capital Renovation Account, District of Columbia possessory interest tax, and reserves. Provide details regarding operating assumptions that were made to explain your financial projections. Provide examples from comparable locations where the proposed concepts have been implemented to support the financial projections in the proforma.

Provide a ten-year cash flow statement to show your capital investment plan including amortization of the initial and subsequent capital investments not funded from the Capital Renovation Account and the assumptions underlying the amortization. Amortization of capital investments must start at completion of each project, regardless of when spent, such that there are no unamortized amounts at the expiration of the term of the agreement.

A sample acceptable pro-forma format is provided as an appendix to this RFP.

#### 5.4 Financial Capability

##### 5.4.1 Demonstrate the respondent's business experience and financial capacity by providing the following **(excluded from page limits)**:

A complete credit report dated within six months of the date of the proposal. The report must include scores and narratives, and the respondent must submit the full report, not a screenshot of a specific score or specific section of the report. The report must be from a major credit reporting company such as Equifax, Experian, TransUnion, or Dun & Bradstreet. If the respondent is not yet formed, or was formed recently and has no financial history, include a credit report for each Respondent-Guarantor. An unavailability of scores from one major credit reporting company does not eliminate the respondent's responsibility to provide a complete credit report with scores. If an entity is a partnership or joint venture, a complete credit report must be provided for all general partners in a partnership (or deemed partnership, such as husband and wife), and all venturers in a joint venture.

A copy of the respondent's consolidated audited financial statements for the three most recent fiscal years, with all notes to the financial statements. Audited financial statements must also be provided for any general partners in a partnership (or deemed partnership, such as spouses), and all venturers in a joint venture. If the respondent is not yet formed or was formed recently and has no financial history, submit audited financial statements for each Respondent-Guarantor. If audited financial statements are not available, explain in detail why they are not available. If audited financial statements are not available but reviewed financial statements are, provide the reviewed financial statements and explain in detail why the statements were reviewed rather than audited.

If neither audited nor reviewed statements are available, explain in detail why they are not available and submit certified financial statements. The respondent (or Respondent - Guarantor(s), as applicable) must submit its financial statements that are certified as to accuracy and completeness by an authorized officer of the entity or by the individual respondent, as appropriate.

If none of the financial statements above are available, explain in detail why they are not available and submit personal financial statements. The respondent (or Respondent - Guarantor(s), as applicable) must submit personal financial statements certified as to accuracy and completeness by the submitting individual for each of the respondent's principals.

##### 5.4.2 **Using not more than two pages**, excluding letters of commitment, but including all other text, pictures, graphs, etc., explain and document the sources of the funds required for the initial investment costs and the Initial Capital Investment Program detailed in Section 5.1 Capital investment. If the respondent is relying on funding from a financial institution, provide a letter of commitment from the financial

institution to provide the indicated funding. If the respondent is relying on financial resources from an affiliate to fund the proposed capital investments, provide the following:

- A description of the relationship between the affiliate and the respondent to include the percentage of ownership of the respondent by the affiliate and any management in common.
- An official statement executed by an authorized official of the affiliate authorizing the respondent to rely on its financial resources.

5.4.3 **Using not more than 1 page**, including all other text, pictures, graphs, etc., provide details on the availability of working capital such as cash reserves and available lines of credit for the first 12 months of operation.

### Selection Factor 6 (SF6): Acceptance of VEIA Privilege Percentage Agreement Terms

The respondent's acceptance of the Draft Agreement terms and requirements of the RFP, or identification of any desired modifications to the terms of the Draft Agreement and any other requirements listed in the RFP, must be clearly stated in response to the RFP. Depending upon the significance of the stated exception(s) your overall score may be affected. The NPS, in its sole discretion, may reject a proposal based on stated required modifications.

**Using not more than one page**, including all text, pictures, graphs, etc., indicate that you have read and are willing to accept the terms of the Draft Agreement (attached to this Request for Proposal as Attachment II) or will accept the terms of the Draft Agreement subject to your specific requested modifications listed in your response to this SF6. The Service will not negotiate any modifications not listed in your response to SF6.

### Selection Factor 7 (SF7): References

Provide the following **(excluded from page limits)**:

Written comments/letters of references for three current or past accounts (non-NPS owners of facilities that the respondent operates/operated), including the account name, address, phone numbers, e-mail address, contact name and contact's affiliation. At least one reference must be for a comparable property that the respondent currently operates. Written comment/letters should describe, as applicable, the cooperative nature of the respondent; the respondent's ability to meet financial and reporting obligations on time; consistency in the respondent's quality of performance; and capability of the respondent's management team and corporate oversight.

## Attachment I: Certification

Solicitation Number VA-NAMA003-25

Respondent is the entity that will be the Operator under the VEIA Privilege Percentage Agreement.

The name of the respondent is \_\_\_\_\_ (Respondent). If the Respondent has not yet been formed, or the Respondent was formed recently and has no financial or operating history, this letter is submitted on its behalf by \_\_\_\_\_ as Respondent-Guarantor(s), who guarantee(s) all certifications, agreements and obligations of the Respondent hereunder and make(s) such certifications, agreements, and obligations individually and on behalf of the Respondent.

The Respondent certifies that the information furnished herewith is complete, true, and correct, and recognizes that false statements may subject the Respondent to criminal penalties under 18 U.S.C. § 1001. The Respondent agrees to meet all the minimum requirements of the Draft VEIA Privilege Percentage Agreement and the Request for Proposals (RFP), other than the Respondent's specific requested modifications included in its response to the RFP. The Respondent certifies that it has provided all of the required information specified in the RFP.

The Respondent certifies, in accordance with and as these terms are defined in 2 C.F.R. parts 180 and 1400 and sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), the following (initial all that apply):

1. Neither the Respondent nor any of its principals are presently excluded or disqualified. \_\_\_\_\_
2. Within the three years preceding submission of the proposal, neither the Respondent nor any of its principals have been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, violating federal criminal tax laws, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects their present responsibility. \_\_\_\_\_
3. Neither the Respondent or any of its principals are presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the aforementioned offenses. \_\_\_\_\_
4. Neither the Respondent nor any of its principals have had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding the submission of the proposal. \_\_\_\_\_
5. If a corporation, the Respondent does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. \_\_\_\_\_
6. If a corporation, the Respondent has not been convicted of a felony criminal violation under any federal law within the preceding 24 months. \_\_\_\_\_

If the Respondent is unable to certify one or more of the items above, it must submit detailed information explaining why it is unable to certify the item(s). The information the Respondent must submit includes a description of every incident that prevents the Respondent from certifying the item(s); the current status of each incident; and, if resolved, how each incident was resolved. The Respondent must explain how these incidents may affect the Respondent's ability to fulfill the terms of the VEIA Privilege Percentage Agreement.

The Respondent, by submitting this proposal hereby agrees, if selected for award of the Draft VEIA Privilege Percentage Agreement:

1. To the minimum requirements of the Draft VEIA Privilege Percentage Agreement and this RFP other than the Respondent's specific requested modifications included in its response to the RFP.
2. To immediately update the NPS of any information that has changed, or that the Respondent learns to be incorrect, in the Respondent's proposal.
3. To furnish, if requested by the NPS, additional information or documentation and to make one or more oral presentations or demonstrations to assist the NPS in evaluating its proposal.
4. To execute the final VEIA Privilege Percentage Agreement within 10 business days following notification of selection.
5. To negotiate and enter into an agreement with the existing concessioner to purchase its personal property used or held for use in connection with the existing concession contract, even though this property may no longer be serviceable or applicable to the Respondent's proposal.
6. To commence operations under the executed VEIA Privilege Percentage Agreement on the effective date of the VEIA Privilege Percentage Agreement.
7. [Include only if the Respondent is not yet in existence or the Respondent was formed recently and has no financial or operating history.] To provide the entity that is to be the Operator under the final VEIA Privilege Percentage Agreement with the funding, management, and other resources required under the Draft VEIA Privilege Percentage Agreement and described in the Respondent's proposal.
8. To deliver to the Regional Director within 10 business days following the announcement of the selection of the Respondent as the Operator, current copies of the following:
  - Certificate from its state of formation indicating that the entity is in "good standing" (if such form is issued in that state for Respondent's type of entity);
  - Governing documents of Respondent (e.g., Articles of Incorporation and Bylaws for corporations; Certificate of Formation and Operating Agreement for LLCs; Partnership Agreement for Partnerships; or Venture Agreement for Joint Ventures); and
  - If the entity was not formed in the District of Columbia, evidence that it is qualified to do business there.

The Respondent certifies it has uploaded the following documents on the Service's designated Microsoft Teams site using the email address \_\_\_\_\_:

Document Title	Filename	File Size

NAME OF RESPONDENT (or RESPONDENT-GUARANTOR(s)): \_\_\_\_\_

If the Respondent is not yet in existence as of the time of response or the Respondent was formed recently and has no financial or operating history, list all entities if more than one and clearly indicate that the entity is a Respondent-Guarantor. If there is more than one Respondent-Guarantor, each Respondent-Guarantor must sign this certification.

BY \_\_\_\_\_ DATE \_\_\_\_\_  
(Type or Print Name)

ORIGINAL SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**LEGAL ENTITY**

The Respondent is a:

(Check the applicable box)

- ☐ Corporation
- ☐ Limited Liability Corporation
- ☐ Joint Venture
- ☐ S Corporation
- ☐ Partnership
- ☐ Sole Proprietorship

DUNS #:

SAM #:

Is the Respondent an entity owned by a parent or holding company? ☐ Yes ☐ No

**If YES, the name of the parent or holding company is:**

Complete the information below for the Respondent, any Respondent-Guarantor(s), and any other entities or individuals that will provide financial or management support to the Operator under the VEIA Privilege Percentage Agreement.

<b>Name of the Entity and Trade Name, if any</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	
<b>Contact Person</b>	
<b>Title</b>	
<b>Tax ID #</b>	
<b>State of Formation</b>	
<b>Date of Formation</b>	
<b>Ownership (Names and Addresses of Owners; include percentage of ownership interest)</b>	

Complete the following table for the Respondent and Respondent-Guarantor(s)

Principals (as defined in 2 C.F.R. § 180.995)	Address	Title and/or Affiliation

**CERTIFICATE OF BUSINESS ENTITY RESPONDENT**

(OR OF RESPONDENT-GUARANTOR)

(Respondents who are individuals should skip this certificate)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the [specify one] corporation/partnership/limited liability company/joint venture named as Respondent (or Respondent-Guarantor, if applicable) herein; that I signed this proposal for and on behalf of the Respondent (or Respondent-Guarantor, if applicable), with full authority under its governing instrument(s), within the scope of its powers, and with the intent to bind the entity.

NAME OF ENTITY: \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_

(Type or Print Name)

ORIGINAL SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

## Attachment II: DRAFT VEIA PRIVILEGE PERCENTAGE AGREEMENT