**National Park Service**

**U.S. Department of the Interior**

**Cape Cod National Seashore**

**Massachusetts**

**Request for Proposals**

**Cape Cod National Seashore Dune Shacks Wellfleet, Massachusetts**



**Key dates for this Request for Proposals are as follows:**

|  |
| --- |
| **RFP Release Date: May 1st, 2023** |
| **Site Tour: By appointment only: June 15th, 2023** (Additional dates will be designated if Additional Submittal Deadlines are needed) |
| **Question Submission Deadline: June 25th, 2023** (Additional dates will be designated ifAdditional Submittal Deadlines are needed) |
| **Initial Submittal Deadline: July 3rd, 2023, at 5:00 PM EST** |
| **Additional Submittal Deadlines: Each subsequent Monday at 5:00 PM EST until a Proposal has been selected** |
| **Anticipated Date for Selection of Qualified Proposals: Eight weeks after Submittal Deadline** |
| **Anticipated Lease Effective Date: September 1st, 2023** |

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# SUMMARY OF LEASING OPPORTUNITY

This Request for Proposals (RFP) provides the opportunity for any interested individual or organization, hereinafter referred to as “Offeror” to submit proposals to the National Park Service (NPS, ‘Lessor’) to lease NPS property in Cape Cod National Seashore.

The selected offeror (Offeror, ‘you’, ‘your’) will have exclusive negotiation rights to enter into a lease based on the attached Sample Lease (See Attachment A). Elements of your proposal may be incorporated into the Lease at Lessor’s discretion.

## Overview of Property Offered for Lease

The Peaked Hill Bars Historic District, located in Cape Cod National Seashore, was determined to be eligible for the National Register of Historic Places in 1989 with formal listing in 2011. Currently, there are 8 dune shacks located within the Peaked Hill Bars Historic District that are listed on the National Register and are available for lease to the public.

Historically, these dune shacks have been used to foster a deeper connection with the natural world, promote solitude and inspiration, and to support the creative process for writers and artists within the local community.

The dune shack structures are rustic in design and were intentionally designed to promote a simpler way of life. They lack modern conveniences and amenities such as running water and electricity. The dune shacks to not have mail service, have limited access by motorized vehicles, and in some cases may only be accessible by foot.

**You may only submit a proposal for one Dune Shack.** A detailed description of the shacks and sites can be found in **Appendix A**.

## Overview of Lease Terms and Conditions

Offerors may propose a lease term up to a maximum of ten years (10) for a dune shack property. The property will be leased as‐is; the lessee will be responsible for any repairs or improvements it deems necessary and will be expected to perform routine maintenance on all buildings and grounds throughout the term of the lease. Improvements must be approved in advance by NPS and carried out in accordance with the Secretary of Interior’s Standards for Historic Preservation. The lessee must continue occupancy as a traditional dune shack, meaning that the lessee will not be able to operate a business or commercial enterprise from the shack and, generally speaking, will not be able to upgrade amenities, or expand the footprint of the shack..

The shacks in the Historic District are in good condition, taking into account their inherently rustic character, limited amenities, and suitability for seasonal use only. A detailed description of the lease terms and conditions are included in Attachment A, the Sample Lease.

The location of the featured dune shacks offered for lease are depicted in **Exhibit 1,** below.



**Exhibit 1: Location of the Eligible Dune Shacks (highlighted in yellow)**

## Use of the Lease Property

Lessee may use the dune shack for private, residential occupancy, in accordance with federal, state, and local law. The dune shacks must be maintained and operated as a traditional dune shack. Key information about the authorized use is summarized below:

* Lessee is responsible for the cost and implementation of all repairs, replacements, and improvements needed to occupy the buildings.
* The premises may be used from Memorial Day to Labor Day, with access to the property for maintenance and seasonal preparations from the beginning of April through the end of October.
* Special events are subject to NPS approval and must be in accordance with federal, state, and local regulations.
* Lessee must receive written approval from the park before any improvements can be made to the premises.
* Lessee and any employee or contractor hired by the Lessee must comply with all applicable regulations and maintain any required licenses, Leases and/or certificates needed to operate including, but not limited to, a certificate of occupancy and a permit to drive a vehicle to the shack.
* Lessee is granted exclusive use of the buildings and leased premises. The surrounding NPS property shall remain fully accessible to the public.
* Candles, campfires, or any other type of open flame, except for propane stoves and currently present wood stoves, are not allowed on the property.
	+ Lessee must have fire extinguishers in any area where heat may be generated and Lessee’s guests and contractors must be trained in their use.

## Term of the Lease

The Lease term could commence as early as September 1st, 2023, with rent and general liability insurance beginning upon Lease commencement. However, the actual Lease commencement date is subject to

negotiation between the NPS and the selected Offeror. The maximum lease term is ten (10) years, though it could be shorter, subject to negotiation between the NPS and the selected Offeror.

## Rent

NPS is required under 36 CFR Part 18 to receive, at a minimum, fair market value rent. The amount of rent will be negotiated subsequently with the selected offeror, provided that the final rent must at least equal fair market rental value as determined by the National Park Service.

The Fair Market Value Annual Rent for the first year of the lease for each dune shack is listed below. This rent will be subject to an annual Consumer Price Index (CPI) adjustment.

* Tasha Dune Shack: $3,157.50
* Braaten Dune Shack: $4,020.00
* Jones Dune Shack: $2,107.50
* Adams Dune Shack and Guest Shack: $16,000.00
* Watson‐Schmidt Dune Shack: $4,732.50
* Fearing‐Bessay Dune Shack: $6,607.00
* Fleurant Dune Shack: $10,357.50

## Insurance

During the term of this Lease, the Lessee shall maintain General Liability insurance for the dune shack. Further information regarding insurance requirements can be found in Attachment A (Sample Lease). Lessee’s insurance coverage amounts will be periodically reviewed by the Lessor. These reviews will ensure the Lessee has appropriate coverage in light of any changing circumstances.

## Other Terms and Conditions

The proposed terms and conditions of the offered Lease are as described in Attachment A, “Sample Lease” included in this RFP and are consistent with 36 CFR Part 18.

**Premises Condition**

Each dune shack will be delivered to Lessee, “As‐is with all faults.”

**Contractors**

Upon consultation and expressed permission from Cape Cod National Seashore, the lessee may utilize contractors to perform general maintenance and upkeep of structures and premises.

* Contractors must abide by all Lease provisions as well as all local and national laws and regulations.
* Lessee will consult with the park, in writing, prior to repairs, replacements, improvements to the dune shack or premises.
* The Lessee will ensure that any/all repairs and maintenance to the dune shack will follow Secretary of the Interior Standards for Historic Preservation.
* The Lessee must require Contractors to maintain appropriate insurance coverage that names the Lessee and the United States of America as an additional insured party.
* Lessee will develop and implement, subject to NPS prior approval, a contractor informational document, which will inform the contractor(s) of all pertinent information about the site.

**Utilities**

Dune shacks do not have access to commercial utilities such as electricity, water, or sewage systems. Alternative primitive systems, such as hand pump wells, wood stoves, propane stoves, solar panels, and outhouses have been used by dune shack occupants and are permitted for use. Conventional utilities may not be extended to the dune shacks.

Any alternations or additions to existing primitive utility systems require approval by the park. These requests must be submitted in writing to the park with specific details as to the alternations or additions requested.

**Sustainability**

The Park manages its sustainability program under an Environmental Management System, which sets forth goals ranging from solid waste and energy conservation to renewable energy and climate change education.

* Lessee shall require that hazardous and other waste generated at the leased premises is disposed of in accordance with applicable laws and the Superintendent’s Compendium.
* Lessee shall dispose of all trash, recycling, and composting in accordance with all applicable laws.
* Lessee shall make every effort to reduce, reuse, and recycle solid waste.
* Lessee shall make every effort to utilize energy and water efficiently..

**Grounds Maintenance**

The Lessee is responsible for all landscaping and grounds maintenance on the premises. This includes sand encroachment, sand remediation and sand removal when needed. Lessee will be responsible for all tree/vegetation maintenance.

**Jurisdiction**

Under concurrent jurisdiction, the Federal Government possesses all governmental authority within Cape Cod National Seashore, with limited exceptions. For example, the State has the right to serve civil or criminal process in the park for activities which occurred outside the park and may levy and collect certain State taxes upon residents of the Seashore.

The Lessee must comply, at its sole cost and expense, with all Applicable Laws and Requirements (including Federal, State, and local laws, rules, regulations, requirements, and policies) in fulfilling its obligations under the Lease.

It is the responsibility of the Lessee to determine whether it is subject to specific taxes and assessments and abide by those applicable statutes. Any comments made by the NPS in this RFP do not alter those responsibilities, if any, nor should they be construed to take a position nor express a view on behalf of the Lessee.

## Competitive Process

This Lease opportunity is open to all interested persons and businesses on a competitive basis. Whoever submits the proposal judged best under the proposal selection criteria will be given an opportunity to negotiate a final Lease agreeable to both the selected offeror and NPS.

To be selected by the NPS you must demonstrate that you have the capacity to plan and finance your proposal. Evaluation criteria and the process for selecting the Lessee are described in detail in the sections called “Proposal Selection Criteria” and “Evaluation and Selection Process” in this Request for Proposals. The

NPS reserves the right to reject one or all proposals or terminate lease negotiations at any time prior to executing a final lease without penalty or liability.

## Appointments‐Only Site Tour and Additional Information

Site tours will be available by appointment only on June 15th, 2023. Requests for site tours must be made via email to CACO\_leasing@nps.gov.

Questions not addressed in this RFP will be collected and responded to through issuance of Question & Answers (Q&A) to all registered interested parties. Questions must be submitted by June 25th, 2023, via email to CACO\_leasing@nps.gov. Q&A’s along with this RFP and attachments can be found at the Park’s website, Cape Cod National Seashore (U.S. National Park Service) (nps.gov) .

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| **Anticipated Lease Effective Date: September 1st, 2023** |

## Proposal Submission Protocol

### You may only submit a proposal for one Dune Shack.

Proposals may only be submitted electronically via email through a file attachment or through a shared folder from a cloud‐storage application. Ideally, proposals for all shacks will be submitted by the initial deadline. If not, and until a proposal is selected, each subsequent Monday will serve as a new, additional submittal deadline. Proposals that are not received at the designated electronic address by the applicable deadline will not be considered. NPS will not consider hardcopy proposals.

Telephonic proposals, faxes, and other means of transmittal will not be considered. Please refer to the Section “Proposals Considered Public Documents”, in this RFP if you believe that a proposal contains trade secrets or confidential commercial and financial information that you do not want to be made public.

## Authority

This RFP is issued under the authority of 36 CFR Part 18. This RFP and the offered lease are subject to and incorporate all terms and conditions of Part 18 as applicable. In the event of any conflict between the terms of this RFP and Part 18, Part 18 controls.

The NPS has the authority to lease historic buildings through the Historic Leasing Authority (54 USC 30621), the National Park Service General Leasing Authority (54 USC Ch. 1021), which authorizes the NPS to lease federally owned property within boundaries of the park, and other applicable authorities.

NPS Policy requires all leases with the NPS to receive Fair Market Value Rent.

# NATIONAL PARK SERVICE AND CAPE COD NATIONAL SEASHORE DUNE SHACKS

America’s National Park Service was created by Congress to “conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations.” Additionally, Congress has declared that the National Park System should be “preserved and managed for the benefit and inspiration of all the people of the United States.” To learn more about the National Park Service, visit the website at [www.nps.gov.](http://www.nps.gov/) This site includes information about who we are, our mission, NPS policies and individual parks.

# HISTORY OF THE CAPE COD NATIONAL SEASHORE DUNE SHACKS.

Cape Cod National Seashore was established on August 7th, 1961for the purposes of preserving the Outer Cape’s nationally significant and special cultural and natural features, distinctive patterns of human activity, characteristic ambience, and associated scenic, cultural, historic, scientific, and recreational values, and providing opportunities for current and future generations to experience, enjoy and understand these features and values. The dune shacks represent one of the most powerful representations of this distinctive way of life and architectural expressions of the early to mid‐twentieth century.

# REQUIREMENTS

Proposals must be submitted electronically to: CACO\_leasing@nps.gov.

Proposals must be submitted on or before the time and date provided on the first page of this Request for Proposals. The subject line should include the following: “Dune Shack RFP.”

***Offerors should submit their proposal in electronic format as one cohesive document***; the Adobe PDF format is preferred, though the Microsoft Word format is acceptable; financial data may be in Microsoft Excel format. Proposals must be formatted to 8‐1/2" x 11”‐page size. Proposals submitted by mail, in‐person delivery, telephone, fax, or other methods will not be considered.

While there is no limit on the file size of your proposal, the total file size of the email submission, including all attachments, cannot exceed 40MB. If your proposal exceeds this limit, you should submit your proposal as a link through a cloud‐based storage application, such as Dropbox, Google Drive, or Microsoft OneDrive. You should be able to create a free account with any of these applications if you do not have one already. If you cannot access one of these applications, you may separate your document into smaller files and send them in separate emails, if you do this, please separate your proposal into as few files as possible and clearly name the files so they can be reassembled in your intended order.

Proposals are limited to 100 pages or less, not including attachments. Any proposals over these limits will be deemed non‐responsive and not evaluated further.

Effective proposals should be organized in the order of the **Required Information** detailed below and should contain clear, concise answers that address all the questions raised. Proposals that do not specifically answer all questions will be deemed non‐responsive and not evaluated further.

**PROPOSAL EVALUATION GUIDELINES**

NPS Leasing Regulations, as provided in in 36 CFR 18.8(e), require that proposals be evaluated by the criteria below:

* The compatibility of the proposal's intended use of the offered property with respect to preservation, protection, and visitor enjoyment of the park area.
* The compatibility of the proposal with the historic qualities of the property.
* The financial capability of the Offeror to carry out the terms of the lease.
* The experience of the Offeror demonstrating the managerial capability to carry out the terms of the lease.
* The ability and commitment of the Offeror to conduct its activities in the park area in an environmentally enhancing manner through, among other programs and actions, energy conservation, waste reduction, and recycling.
* The benefit to the NPS of the financial and other terms and conditions of the proposal, including the amount of rent proposed and other proposed lease terms and conditions.

Please keep these requirements in mind when developing your proposal, many of these criteria will be relevant to more than one of the selection criteria listed below.

**PROPOSAL CONTENT AND SELECTION CRITERIA**

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

## Checklist of Requirements for a Responsive Proposal

* A Signed Transmittal Letter
* The Proposal Itself, with sections for each of the Selection Criteria that covers all of the required questions and elements
* Form 10‐352 Identification and Credit Information and the required attachments
	+ Personal Financial Statements, such as bank or investment account statements that substantiate the information provided in Form 10‐352
	+ A credit report, with credit score, from within the last 30 days

**Required Information Offeror Identification**

Please provide full identification of the person(s) responsible for each proposal submitted: Name(s), address(es), telephone number(s), e‐mail address(es), and fax number(s) if applicable.

Please complete the Identification and Credit Information Form (Form 10‐352) contained in the Proposal Form attached to this RFP for the individuals that are to be the lessees. ***Furthermore, you must provide all the required attachments listed at the bottom of the form; we cannot consider proposals if the required attachments are not provided. Proposals with detailed responses providing information that is both relevant to each criterion and specific to the shack you would like to lease will be rated more highly than proposals with generic or vague responses.***

**Criterion 1: Use of the Property**

Please describe how you intend to utilize the property. Include details regarding how often you will stay at the property, your expected length of stays, the number of guests you expect on a regular basis, and any other details you believe are relevant.

**Criterion 2: Improvements and Maintenance**

Your response must show how you plan to take full responsibility for all repairs and maintenance of the property. This should include the steps you will take to preserve and protect the historic property, including how you will ensure the property remains eligible for listing on the National Register of Historic Places throughout the term of the lease. Additionally, any work performed on the structures must conform to all applicable standards, including the Secretary of Interior’s Standards for Historic Preservation. Your response should include:

* Your proposed annual maintenance plan for the property.
* Any repairs, replacements, and improvements you initially propose for the property and a timeline for completion of this work.
* Cost estimates for all repairs, replacements, and improvements; and the estimated annual maintenance expenses.
* If you are proposing any changes to the property, provide conceptual designs for any changes you propose; and conceptual plans and specifications for systems repairs/replacements.

**Criterion 3: Financial Capability**

The Offeror must be capable of making the financial investment they have proposed. Offerors must identify how they propose to fund the required Improvements required for the premises.

* Submit the source and availability of the funds necessary to carry out your obligations under the terms of the proposed lease, **through bank statements, financing commitment letters, or similar documents that substantiate your financial capability**. At a minimum, this includes the Financial Capability Information and comprehensive supporting documentation outlined in Attachment B (Forms 10‐352, **including all required attachments**).
* Demonstrate that you have a credible, proven track record of meeting your financial obligations, that your proposal is financially viable and that you understand the financial obligations of the lease. At a minimum, this includes **a credit report, *with credit score*, from within the last 30 days** from one of the major credit reporting agencies (Equifax, Experian, or TransUnion).

**Criterion 4: Experience**

These Dune Shacks are located in challenging and isolated environments that have limited motor vehicle access. Please explain how your experience and background qualify you to safely and reliably utilize, manage and maintain these unique properties.

**Criterion 5: Environmental Enhancement**

Please explain your proposal for managing and using the property in an environmentally enhancing manner through, among other programs and actions you may propose, energy conservation, waste reduction, and recycling.

**Criterion 6: Rent Offered**

Please state how much annual rent you offer to pay. The amount of rent will be negotiated subsequently with the offeror that submitted the best proposal, initially or as amended, provided that, the final rent must at least equal to the fair market value rent as determined by the National Park Service.

*The Annual Fair Market Value Rent the first year of the lease for the dune shacks are as follows:*

|  |  |
| --- | --- |
| **Property Name:** | **Annual Rent:** |
| Jones Dune Shack | $2,107.50 |
| Kemp Dune Shack | $3,157.00 |
| Braaten Dune Shack | $4,020.00 |
| Watson‐Schmidt Dune Shack | $4,732.50 |
| Fearing Dune Shack | $6,607.50 |
| Adams Dune Shack & Guest Shack | $16,000.00 |
| Fleurant Dune Shack | $10,357.50 |

No annual rent offer in an amount less than the annual base rent shall be accepted. Offerors may submit proposals with an offer to pay a higher annual rent to enhance the competitiveness of their submission.

# EVALUATION AND SELECTION PROCESS

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

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

It is the intention of the NPS to select the best of the responsive proposals, as determined under the selection criteria without further submittals or presentations. If this cannot be done, the NPS will select those lease proposals that appear best under the selection criteria and will request additional information or presentations from that group so that the best responsive proposal can be selected.

NPS will negotiate the terms of the final Lease with the Offeror determined to have submitted the best responsive proposal. Award of a Lease to that Offeror is dependent on successful negotiation of the final terms of the lease. If negotiations fail, NPS may negotiate with other Offerors for award of the offered Lease or terminate this solicitation without liability to any person.

The NPS reserves the right to reject one or all proposals or terminate lease negotiations at any time prior to executing a final lease without penalty or liability.

NPS may cancel this solicitation or lease negotiations at any time, up until the full execution of the Lease.

# ADDITIONAL INFORMATION AND MODIFICATION OF PROPOSALS

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

# LEASE TERMS AND CONDITIONS

## Term of Lease

The Lease to be awarded under this RFP will have a maximum term of ten (10) years. The Lease may be extended once for a period not to exceed one (1) additional year if the deciding official determines that an extension is necessary because of circumstances beyond the control of the NPS. Also, in accordance with applicable policy guidance, all leases with a term of five or more years must contain a CPI adjustment provision; and, and all leases with a term of fifteen or more years must contain a rent reconsideration provision.

## Conditions

***Selection of a proposal does not guarantee a lease for the Offeror*.** The responsive proposal judged best under the proposal selection criteria will be given an opportunity to negotiate a final lease agreeable to both the Offeror and NPS.

## Lease Provisions

The Lease to be awarded under this RFP will contain the provisions required by 36 CFR Part 18 as well as other provisions determined by the NPS to be necessary to assure use of the leased property in a manner consistent with the purposes of the park area, and where applicable, to assure the preservation of historic property. Required provisions include, without limitation:

1. A termination for cause or default provision.
2. Appropriate provisions requiring the Lessee to maintain the leased property in good condition throughout the term of the Lease.
3. Appropriate provisions stating that subletting of a portion of the leased property and assignment of a lease, if permissible under the terms of the lease, must be subject to the written approval of NPS.
4. Appropriate provisions requiring the lessee to secure and maintain liability insurance from responsible companies sufficient to cover losses connected with or occasioned by the use and activities authorized by the lease.
5. Appropriate provisions requiring the lessee to obtain from responsible company’s casualty insurance in an amount sufficient to protect the interests of the lessee and the government. In the event of casualty, the lessee shall be required to repair or replace damaged or destroyed property unless otherwise determined by the Director.
6. Appropriate provisions requiring the lessee to save, hold harmless, and indemnify the United States of America and its agents and employees for all losses, damages, or judgments and expenses resulting from personal injury, death, or property damage of any nature arising out of the lessee’s activities under the lease, and/or the activities of the lessee’s employees, subcontractors, sub‐ lessees, or agents.
7. Appropriate provisions requiring the Lessee to pay for use of all services and utilities not provided by the Lessor and to pay all taxes and assessments imposed by federal, state, or local agencies applicable to the leased property or to Lessee activities.
8. Appropriate provisions stating that the Lessee has no rights of renewal of the Lease or to the award of a new Lease upon Lease termination or expiration.
9. Appropriate provisions stating that the Lessee may not construct new buildings or structures on leased property except as provided in 36 CFR § 18.12(i).
10. Appropriate provisions requiring that improvements to or demolition of leased property comply 36 CFR pt. 68, be undertaken only with written approval from the Director, and remain the property of the United States.
11. Appropriate provisions that describe and limit the type of activities that may be conducted by the Lessee on the leased property.
12. Appropriate provisions authorizing the lessee to pledge or encumber the lease as security, provided that such pledge or encumbrance, and the proposed holder, be approved in writing in advance by NPS
13. Appropriate provision stating that fulfillment of any obligations of the government under the lease is subject to the availability of appropriated funds, and that the lease shall not entitle the lessee to claim benefits under the Uniform Relocation Assistance Act of 1979 (Public Law 91‐646), but instead shall require the lessee to waive such benefits.
14. Appropriate provisions granting the Director and the Comptroller General access to the records of the lessee as necessary for lease administration purposes and/or as provided by applicable law.

### Special Park Provisions:

1. Any potential Lessee will be responsible for the cost of removing any sand accreted during the term of the lease. The park will not relocate or raise any shacks due to environmental factors.
2. If it is determined by the park that shorebirds have nested or occupy space within the beach habitat adjacent to any dune shack, park staff will close off the affected area with protective fencing, markers, and signage. All dune shack lessees, guests or contractors are strictly prohibited from entering these restricted areas. If the shorebirds are not utilizing beach habitat adjacent to any dune shack, the park will work to either remove fencing or create access paths. The park will issue an annual letter to each dune shack lessee with current shorebird information and updates relevant to dune shack occupancy and use. Violations of this shorebird policy will be referred to the park’s Visitor and Resource Protection Law Enforcement Rangers.
3. No trailer or mobile home shall be placed, used, or maintained on the premises.
4. The Lessee shall notify the North District Ranger at 508‐487‐2100 before any motorized equipment use requiring access across non‐leased NPS property.
5. The Lessee shall not conduct any activities which would unreasonably interfere with the public enjoyment or protection of wildlife of the national seashore, including but not limited to large parties or gatherings, musical events or other noisy or intrusive activities as determined by the Superintendent.
6. Garbage burial or other on‐site disposal will not be permitted. Lessees must provide and use animal‐ proof garbage cans that fully contain all garbage, compost, or recycling, as applicable. All waste must be disposed of at an authorized site outside the Cape Cod National Seashore at reasonable intervals, as determined by the Superintendent, and is not permitted to accumulate onsite.
7. The dune shacks shall not be used for livestock, horses, storage of vehicles, trailers, etc. Because of the proximity of all the dune shacks to potential sites of nesting shorebird colonies, dogs and cats are not permitted.
8. Access to the property shall be from the closest point of park entry and in accordance with Cape Cod National Seashore off‐road vehicles regulations. Vehicular access to the shack’s door will be permitted but not guaranteed.
9. The Lessee or its guests or invitees may not create new paths, trails, or roads for vehicles or pedestrians.
10. Lessees will maintain a portable fire extinguisher and first aid kit to protect the structure and the safety of residents and visitors.
11. Lessees must ensure that all accidents involving personal injury other than minor first aid, and all property damage and fires occurring within the structures assigned under this permit, are reported to the NPS as soon as is practicable.
12. Lessees must report any break‐in or other criminal activity to the NPS upon discovery or as soon thereafter as is practicable.
13. Approved space‐heating may include the existing wood stove, if functional, or propane or c fueled devices. Repair of the existing wood stoves is permitted, however, replacement with another wood stove is not permitted. Fuel storage tanks should be unobtrusively located below or immediately adjacent to the structure and must be sheltered by a projecting overhang or shed addition of materials and finish matching the overall structure.
14. No plants of any kind may be planted on the premises, or anywhere within the Cape Cod National Seashore, due to its potential to alter wildlife food habits, and the fact that this activity was not a part of the scene historically.

### A Sample Lease is attached to this RFP that incorporates these terms.

# PROPOSALS CONSIDERED PUBLIC DOCUMENTS

All proposals submitted in response to this Request for Proposals 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). 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 Offeror believes

to be exempt from disclosure under the Freedom of Information Act. The Offeror requests that this information not be disclosed to the public, except as may be required by law.”

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

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

Information so identified will not be made public by the NPS except in accordance with law. Accordingly, the NPS cannot guarantee that information identified as confidential by the lessee will be determined to be confidential or withheld by NPS staff or3 attorneys, or by the courts.



EXP E RI E N C E YOUR AM ERIC A TM

### APPENDIX A: Descriptions and Photos for Buildings Included in the Lease Attachment A: Sample Lease

### Attachment B: Required Financial Forms Attachment C: Sample Offeror Transmittal Letter