National Park Service
U.S. Department of the Interior

Cape Cod National Seashore
Truro, MA

Request for Proposals

To Lease
Armstrong Dune Shack



Key Dates for this Request for Proposals

RFP Release Date: **November 9, 2026**
Site Tours: **By appointment only, tentatively during the week of December 7, 2026; specific date(s) to be determined.** (Additional dates may be designated if additional submittal deadlines are needed)
Initial Question Submittal Deadline: **December 16, 2026** (Additional dates may be designated if additional submittal deadlines are needed)
Initial Proposal Submittal Deadline: **By 5:00PM EST/EDT on Friday, January 8, 2027**
Rolling Submittal Deadlines: **Every Friday at 5:00 PM EST/EDT until a selection is made**
Anticipated Date for Selection of Qualified Proposals: **Approximately eight weeks after Submittal Deadline**
Anticipated Lease Effective Date: **Late Spring 2027**

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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 at Cape Cod National Seashore for private, residential use and occupancy, under the following general terms and conditions.

The selected offeror (Offeror,'you','your') will have exclusive negotiation rights to enter 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 "David and Connie Armstrong" (Armstrong) dune shack located with the Peaked Hill Bars Historic District of the Cape Cod National Seashore is available for lease to the public. The Peaked Hill Bars Historic District was determined to be eligible for the National Register of Historic Places in 1989 with formal listing in 2011. The Armstrong dune shack, located in Truro, MA, is one of eighteen (18) dune shacks located within the Historic District and listed on the National Register. It is the only Cape Cod National Seashore dune shack offered for lease at this time.

The dune shack structures promote a simpler way of life. They lack many modern conveniences and amenities and have no municipal or commercial utilities. Access by motorized vehicle requires an NPS-issued off-road-vehicle (ORV) permit for the inner dune route, and a qualified 4-wheel drive truck, SUV, or car with appropriately aired down tires. Dune shacks are generally suitable to be used from Memorial Day to Labor Day. Access to the shacks during the off-season is predominantly for the purpose of maintenance, particularly to prepare for or clean-up after severe weather. Most dune shack occupants start the process of opening shacks for the summer beginning in April and securing them for the winter during the month of October.

The Armstrong dune shack is the furthest east and most secluded shack in the district, standing approximately a half mile from its nearest neighbor. It is two stories; the upper level serves as the living area and the partial lower level is used for service and storage. The living space contains a wood-burning stove, water storage facilities and a gravity fed shower and toilet. A wrap-around deck serves as a seating and access area. Additional property details and site maps can be found in the Appendix.

Allowed Uses of the Lease Premises

Lessee may use the dune shack for private occupancy, in accordance with federal, state and local law. The dune shack must be maintained and operated as a traditional dune shack. Neither the property nor the lessee's inner dune driving privileges may be used for commercial activities that provide goods, services, agreements or other functions for members, clients, or the public resulting in compensation, monetary gain, benefit or profit unless authorized via a separately obtained Commercial Use Authorization. **Subleasing will not be allowed**.

Information regarding Commercial Use Authorizations (CUA) or Special Use Permits (SUP), can be found at these two sites: https://www.nps.gov/caco/getinvolved/commercial-use-authorizations.htm and https://www.nps.gov/caco/planyourvisit/special-use-permits.htm

Key Information About This Leasing Opportunity

- **Planned NPS Improvements:** The property will be delivered to the Lessee "as-is with all faults".

- **Lessee Improvements:** Subject to NPS approval, Lessee will be permitted to make Improvements subject to Building Code & Zoning and Historic Preservation guidelines provided below. Rent may be offset by the NPS-approved cost of completed Initial Improvements specified in the Appendix. Each offeror is responsible for verifying the condition of the property, developing a detailed scope of work and preparing a cost estimate for any proposed improvement plan. Generally, the lessee will not be able to upgrade amenities or expand the footprint of the shack.

- **Expected Lease Commencement:** The NPS anticipates the lease will commence in the late Spring of 2027.

- **Building Codes & Zoning:** For building codes and zoning, the Lease Premises are under exclusive jurisdiction of the Federal Government and are not subject to the zoning regulations of the Town of Truro or Barnstable County. However, the NPS will expect any work done on the property, where relevant, to meet the standards set forth by the 2024 ICC family of Codes and all codes referenced in those codes. For fire codes, follow all codes referenced in NPS Director's Order #58 and NPS Reference Manual #58.

- **Historic Preservation:** Due to the historic nature of the offered property, the character-defining features of the building and surrounding landscape must be maintained. Any design and construction will be required to comply with one or more of the following: the Secretary of the Interior's Standards and Guidelines; National Historic Preservation Act (NHPA) and Section 106 compliance; National Environmental Policy Act (NEPA); NFPA 914 Code for Protection of Historical Structures. Please note that your planned Improvements may trigger compliance processes in accordance with one or more of the laws, regulations or policies listed above. The cost of any such compliance process as well as the costs of plan check, code review and construction inspections will be borne by the Lessee.

Jurisdiction

For purposes except building codes and zoning the Lease Premises are subject to concurrent jurisdiction. Under concurrent jurisdiction, Federal and State governments share the governmental authority, and unless otherwise stated, the laws of both governments are applicable.

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.

Term of the Lease

Offerors may propose a Lease Term up to a maximum of ten (10) years.

Rent

NPS is required under 36 CFR Part 18 to receive, at a minimum, Fair Market Value Rent (FMVR). The amount of rent will be negotiated subsequently with the selected offeror, provided that the final rent must at least equal

the FMVR as determined by the NPS. The Lessor may offset Rent for the approved costs of completed Initial Improvements incurred by the Lessee in accordance with the requirements of the Lease.

The Fair Market Value Annual Rent for the first year of the lease is $10,250.00. This rent will be subject to an annual Consumer Price Index (CPI) adjustment.

Insurance

During the term of this Lease, the Lessee shall maintain adequate Property and General Liability insurance coverage. Further information regarding insurance requirements can be found in Attachment A: Sample Lease. Insurance coverage amounts will be periodically reviewed by the NPS. These reviews seek to confirm that a Lessee has appropriate coverage considering any changing circumstances.

Utilities

The Armstrong shack does not have access to commercial utilities such as electricity, municipal water or municipal sewage systems. Alternative primitive systems, such as hand pumps and a wood stove have been used by current and prior occupants and most such systems are permitted for continued use. The gravity fed indoor toilet that empties into an approximate 100-gallon metal receptacle buried in the sand will not be permitted for continued use and must be replaced by an incinerating toilet or other acceptable alternative that meets current federal, state or local environmental regulations. Conventional utilities will not be extended to the dune shack.

Any alterations or additions to existing primitive utility systems, including required initial improvements, require pre-approval by the park. These requests must be submitted in writing with specific details as to the alterations or additions requested

Maintenance Responsibilities

The Lessee is solely responsible for the cost and implementation of all repairs, replacements, and improvements to the Premises during the Lease Term. The Lessee is responsible for all landscaping and grounds maintenance on the premises. This includes sand encroachment, sand remediation and sand removal when necessary.

Premises Condition

The Lease Premises will be delivered to Lessee, “As-is with all faults.”

Contractors

Upon consultation and explicit prior written permission from Cape Cod National Seashore, the Lessee may utilize contractors to perform repairs, replacements, and improvements.

- Contractors must abide by all Lease provisions as well as all local and national laws and regulations.
- Lessee will ensure that any/all repairs and maintenance to the property will follow Secretary of the Interior Standards for Historic Preservation.
- Lessee will require Contractors to maintain appropriate insurance coverage that names the Lessee and the United States of America as an additional insured.
- 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.

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 universal waste generated from the site is disposed of in accordance with state and local laws.
- Lessee shall ensure that all trash, recycling, and composting meet applicable federal, state, and local requirements and goals.
- Lessee shall make every effort to reduce, reuse, and recycle solid waste.
- Lessee shall make every effort to utilize efficient energy and develop and implement a comprehensive plan for energy and water conservation.

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.

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, carry out, and finance your proposal. Evaluation criteria and the process for selecting a Lessee are described in detail in the PROPOSAL CONTENT AND CRITERIA and EVALUATION AND SELECTION PROCESS sections of this RFP. 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

Requests for site tours and questions about the RFP or the Lease Premises should be sent via email to: CACO_Leasing@nps.gov. Please see Key Dates on the first page of this RFP for tentative site visit dates.

Questions not addressed in this RFP will be collected and responded to through issuance of Question & Answers (Q&A) that will be made available to the general public through the Park's website. Q&A's along with this RFP and attachments can be found at the Park's website: https://www.nps.gov/caco/getinvolved/dobusinesswithus.htm.

NPS reserves the right at any time, and from time to time, for its own convenience, and in NPS' sole discretion, to cause or do any or all of the following:

- Waive or correct any defect or technical error as to form or content of this RFP or in any response, proposal, or proposal procedure, as part of the RFP or any subsequent selection and negotiation process.
- Modify, amend, cancel, or suspend any and all aspects of the RFP and selection process.
- Reissue an RFP.
- Modify the scope of the Lease or the required responses or modify the components of the Lease.
- Request that Respondents clarify, supplement, or modify the information submitted.
- Extend deadlines for accepting RFP responses or request amendments to responses after expiration of deadlines.
- Consider comparable projects owned, developed, or operated by a Respondent.

Initial and Rolling Submission Deadlines

Proposals must be submitted on or before the time and date provided on the first page of this RFP. The initial RFP solicitation will be open for a minimum of 60 days, if the NPS has not received a responsive proposal by the initial submittal deadline, the RFP solicitation will remain open on a rolling 1-week basis until a proposal has been selected or the NPS terminates the solicitation. Rolling submittal periods will end on Fridays at 5:00 PM EST/EDT (as applicable).

Proposal Submission Protocol

Proposals may only be submitted electronically. Proposals that are not received at the designated electronic address by the specified deadline will not be considered. NPS will not consider hardcopy proposals.

Telephonic proposals, faxes, e-mails to other addresses, and other means of transmittal will not be considered. Please refer to the Proposals Considered Public Documents section, 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 Title 36 of the Code of Federal Regulations Part 18 Leasing of Properties in Park Areas (36 CFR Part 18). This RFP and the Sample 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 property through the Historic Leasing Authority (54 USC 306121), as well as the authority to lease NPS-administered buildings and associated property pursuant to the National Park Service General Leasing Authority (54 USC Ch. 1021), and other applicable authorities.

NPS regulations require all leases with the NPS to receive Fair Market Value Rent.

NATIONAL PARK SERVICE AND CAPE COD NATIONAL SEASHORE

The United States 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 our website at www.nps.gov. This site includes information about who we are, our mission, NPS policies and individual parks.

Cape Cod National Seashore was established on August 7, 1961, for 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: **Armstrong Dune Shack_Lease Proposal_[Your name or the name of your business entity or organization]**.

Proposals are limited to 20 pages or less, not including attachments. Any proposals over these limits will be deemed non-responsive and not evaluated further.

Offerors should submit their proposal in electronic format *as one cohesive document* in the Adobe PDF format. The required Business History Information form (Form 10-352), the Business Organization Information form (Form 10-353), the Offeror Financial Statements and Projections: Small Leases (10-355A), financial statements, and credit reports should be incorporated into your PDF submission as attachments. If you do not have PDF management software, such as Adobe Acrobat, installed on your computer there are free websites, such as PDFCandy or PDFgear, that will allow you to convert other document formats into PDFs and combine PDF documents. 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 must 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.

Effective proposals should be organized in the order of the **Required Information** detailed below and should contain clear, concise responses that address all the questions and requirements for each of the **Selection Criterion** listed in the RFP. **Proposals that do not specifically answer all questions will be deemed non-responsive and not evaluated further.**

NPS reserves the right to deviate from any provision of this RFP, consistent with applicable statutes, regulations, and policies. NPS may extend the submission deadlines for any reason.

PROPOSAL EVALUATION AND SELECTION GUIDELINES

NPS Leasing Regulations, as provided 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 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.

Ensuring your Proposal is Responsive

The requirements for NPS RFPs are fairly complex, in order to help you develop a responsive proposal we have created a checklist of the required components your proposal must include, see Attachment E: Responsive Proposal Checklist. We highly encourage you to utilize this checklist.

Required Information

Offeror Identification

Please fully identify the person(s) associated with your proposal, by providing: Name(s), address(es), telephone number(s), e-mail address(es), and fax number(s), if applicable. **Your proposal must include a signed Transmittal Letter**, a sample is provided in Attachment D**. If your party consists of more than one individual, you should identify the primary contact for your group or organization**. The NPS will send all communications to that contact person.

Please complete and submit the applicable Identification and Credit Information Form contained in the Proposal Forms attached to this RFP for the entity and/or individuals that are to be the lessee and its principals. There are separate forms for individuals, sole proprietor businesses, and other business entities.

Criterion 1: Proposed Use

This section should explain your proposed use of the property. Include details regarding how often you will stay at the property, your expected length of stay, the number of guests you expect on a regular basis, and any other details you believe may be relevant to illustrate how and how often you will use the property.

Criterion 2: Improvements, Maintenance, and Preservation of the Historic Quality of the Property

This section should describe your concept for repairs or improvements to the Lease Premises and how they will enhance your proposed use. Your response must show how you plan to take full responsibility for all repairs and maintenance of the property. Additionally, any work performed on the structure must conform to all applicable standards, including the Secretary of Interior's Standards for the Treatment of Historic Property.

a. If you are proposing any improvements or repairs to the property:
   i. Submit documentation of the cost estimates for all improvements or repairs.
   ii. Submit a timeline for design, commencement, and completion of improvements or repairs.
   iii. Submit conceptual designs for the improvements you propose to the buildings or grounds. Furthermore, provide conceptual plans and specifications for major systems repairs or replacements.

b. Please describe how you will maintain the Lease Premises, this should include:
   i. An estimated annual maintenance budget considering material, labor, and service contract costs.
   ii. A calendar of recurring maintenance tasks broke down into daily, weekly, monthly, quarterly, annual, or other time periods as appropriate.
   iii. Steps to secure and maintain the property when not occupied off-season.

c. Please describe how you will preserve the historic quality of the Lease Premises and how you will meet the standards set forth by the Secretary of Interior's Standards for the Treatment of Historic Property.

Criterion 3: Financial Capability of the Offeror

This section should demonstrate that you are capable of making the financial investment required to fund what you propose. Offerors must identify how they will fund any Improvements and other costs associated with maintaining the premises.

a. Submit the source, and proof of the availability, of the funds necessary to carry out the obligations described in your proposal and under the terms of the proposed lease. You must submit a Business History Information Form (Form 10-352) and a Business Organization Information Form (Form 10-353), provided in Attachment B for each adult that will be a potential signatory on a lease. **You must provide a financial summary which details total assets, cash assets, and financial liabilities for your offering group. You must provide bank statements, financing commitment letters, investment account statements, or similar documents that substantiate your financial resources**.

b. 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) for any adult that would be a signatory on a lease.

Criterion 4: Demonstrated Experience

This section should demonstrate your experience repairing and maintaining similar property in similar environments and your qualifications to responsibly maintain the Lease Premises in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Property. To be considered qualified, responsive and responsible, an Offeror must submit the items listed below.

a. The dune shack is in a challenging and isolated environment that has limited motor vehicle access. Please explain how your experience and background qualify you to safely and reliably utilize, manage and maintain this unique property in this unique environment.

b. Provide resumes of the Offeror's key managers. To the extent possible, please ensure these resumes document the Offeror's demonstrated experience and success in repairing and maintaining historic property.

Criterion 5: Environmental Enhancement

This section should explain how you plan to use and manage the Lease Premises in an environmentally enhancing manner. At a minimum describe the ways in which you will address:

a. Ecological protection.

b. Energy conservation.

c. Water conservation.

d. Waste reduction.

e. Recycling.

Criterion 6: Financial and Other Terms Offered
This section should explain the financial and material benefit your proposed use will provide to the NPS. Due to NPS leasing regulations, no annual rent offer of an amount less than the Fair Market Value Rent (FMVR) shall be accepted.

a. Please state the amount of Annual Rent offered in Lease Year 1.

b. Please state the length of the lease term you propose.

c. Please describe any terms and conditions in the Sample Lease that you intend to negotiate with NPS, but do not include a marked-up version of the Sample Lease.

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 fails to meet the material terms and conditions of this RFP as determined by the NPS. The NPS will only use information provided in the appropriate section of a proposal during the evaluation process, please organize your proposal carefully.

It is the intention of the NPS to select the best responsive proposal 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 most suitable 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 selected Offeror. 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 Lease or terminate this solicitation without liability to any person.

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

ADDITIONAL INFORMATION AND MODIFICATION OF PROPOSALS

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

LEASE TERMS AND CONDITIONS

Term of Lease

The Lease to be awarded under this RFP will have a maximum term of ten (10) years. The Lease may be extended once for a period not to exceed one (1) additional year if the NPS determines that an extension is necessary because of circumstances beyond the control of the NPS. 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:

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

Special Park Provisions:

- Lessee will be solely responsible for the removal of any accreted sand or raising or relocation of any structure due to environmental factors.
- In accordance with the Superintendent's Compendium, Park management reserves the right to implement emergency road, trail, or area closures on a temporary basis to protect shorebirds. If Park staff determine that shorebirds are nesting roosting, staging, migrating or otherwise or occupying space on the Premises or within the beach habitat adjacent to any dune shack, Park staff will put in place protective fencing, markers, and signage to close off the affected area. All dune shack lessees, guests or contractors are strictly prohibited from entering these restricted areas during the time the closures are in effect. 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.
- No trailer, RV, or mobile home shall be placed, used, or maintained on the premises.
- Before any motorized equipment authorized for construction is transported across non-leased NPS property, the Lessee shall notify the park at CACO_Leasing@nps.gov, Monday through Friday, at least 24 hours in advance.
- The Lessee shall not conduct any activities which would unreasonably interfere with the public enjoyment of protection of wildlife of the national seashore, such as hosting large parties or gatherings, musical events, or other noisy or intrusive activities as determined by the Superintendent. Special events, such as wedding ceremonies and receptions, are generally subject to NPS approval and must be

in accordance with federal, state, or local regulations. Reference the Cape Cod National Seashore Special Use Permit website for applicable details: https://www.nps.gov/caco/planyourvisit/special-use-permits.htm

- The Lessee is responsible for leaving the area clean and free of litter.
- Garbage burial or any other on-site disposal is not permitted. Lessee must provide and use animal proof garbage cans that fully contain all garbage, compost, or recycling, as applicable.
- All waste, including compost, 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. Reference the NPS "Leave No Trace Seven Principles" policy for additional guidance: https://www.nps.gov/articles/leave-no-trace-seven-principles.htm
- 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, unleashed/unrestrained dogs and cats are not permitted. For the safety of your pet and the protection of native wildlife, the Lessee and their guests are encouraged not to bring a pet to the shack. Pets are otherwise subject to conditions and prohibitions detailed in Code of Federal Regulations (CFR) 36.
- Access to the property shall be from the closest point of park entry and in accordance with Cape Cod National Seashore off-road vehicle regulations. Vehicular access to the shack will be permitted but not guaranteed. The Lessee may propose new routes as dune conditions change; construction of new routes shall be conditional upon the Superintendent's prior approval.
- The Lessee or its guests or invitees may not create new paths, trails or roads for vehicles or pedestrians.
- Lessee will maintain a portable fire extinguisher and first aid kit to protect the structure and the safety of residents and visitors.
- Lessees will report to the NPS as soon as practical, all accidents involving personal injury other than minor first aid, and all property damage and fires occurring within the structures covered by this lease.
- Lessees will report any break-in or other criminal activity to the NPS upon discovery or as soon thereafter as is practical.
- Approved space-heating may include an existing wood stove, if applicable and functional, or propane or similarly fueled devices. Repair of an existing wood stove is permitted, however, replacement of the existing wood stove with another wood stove is not permitted. Lessees with wood stoves or fireplaces will regularly maintain and clean them to protect the structure and the safety of residents and visitors. Fuel storage tanks should be unobtrusively located below or immediately adjacent to the structure and must be sheltered by a projecting overhang or shred addition of materials and finish matching the overall structure.
- The Lessee may not make any Alterations of any nature to the Premises without the Lessor's prior written approval. This includes landscaping or the planting of gardens due to the potential to alter wildlife food habits or introduce or spread non-native species within the historic landscape.

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

PROPOSALS CONSIDERED PUBLIC DOCUMENTS

All proposals submitted in response to this Prospectus 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 each copy of the proposal with the following legend:

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

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

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

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

ELIGIBILITY

Applicants subject to existing legal authorizations must be compliant with current lease obligations in order to be eligible for this opportunity. Current lessees of NPS property who have not satisfied reporting obligations or other lease obligations or have outstanding rent payments will not be considered eligible for this opportunity.

Applicants who are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency, or whose legal authorizations to undertake operations on park lands or to use and occupy park lands and facilities have been revoked, suspended, or terminated, or whose obligations for payments have been deemed delinquent and have been deferred to the United States Treasury, are not eligible for consideration.

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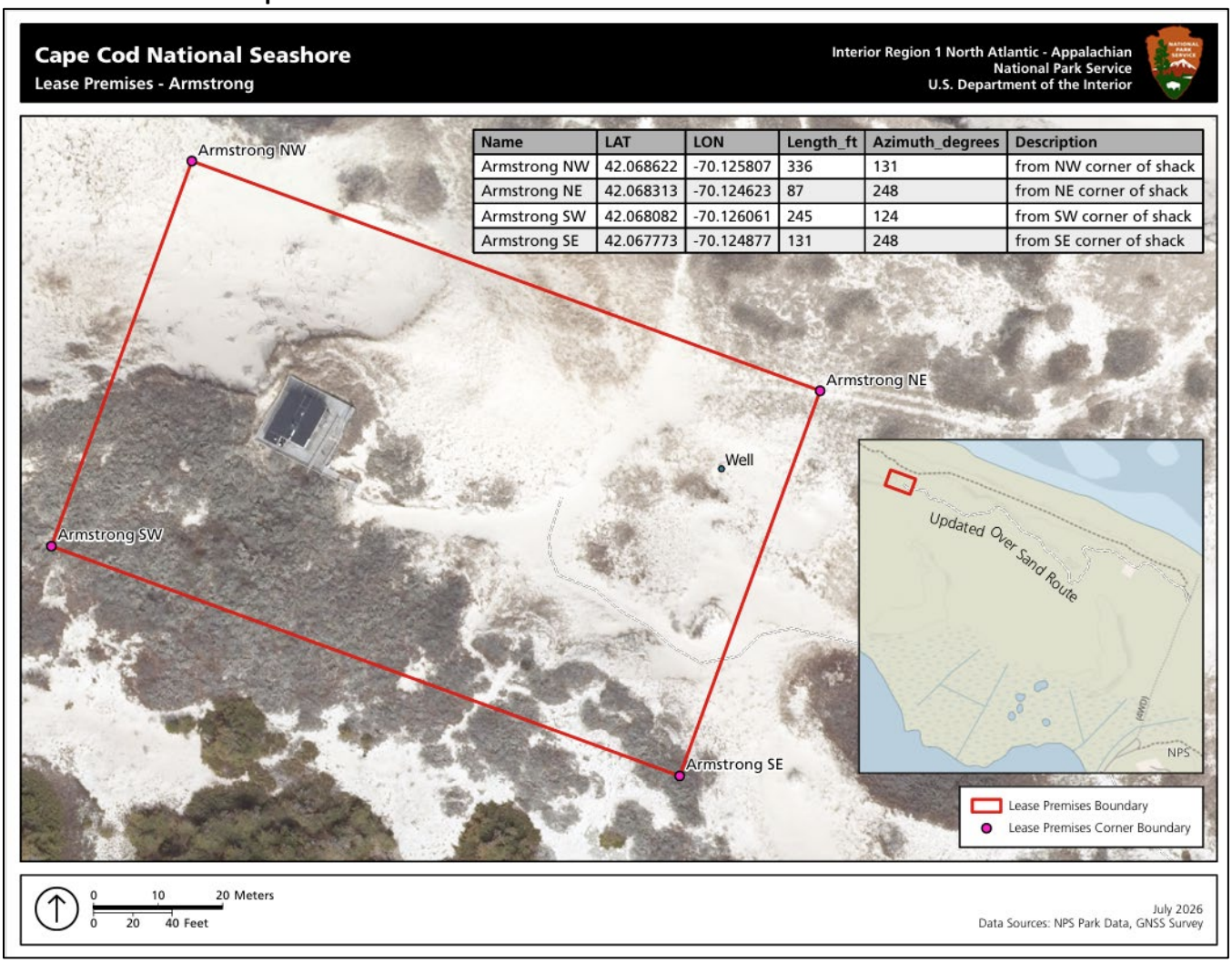
APPENDIX: Property Details



The Armstrong shack's original structure dates to about 1926, when Provincetown entrepreneur Pat Patrick constructed the shack as a small cottage. .The shack has been rehabilitated and updated since David and Connie Armstrong found it in 1948, vacant and in poor condition but the form, footprint, general fenestration pattern, and some of the structural system of the upper level still dates to the original 1926 shack. Today the Armstrong shack is a two-story building constructed of a balloon frame set on wood posts sunk into the slope of the dune and bolted to concrete pads below grade. It has a roughly 21 x 22-foot plan with a small ell, 7-foot wide, at the west end of the south (rear) elevation. A shed roof with a deep overhang covers the main structure, and open wood decks wrap about both levels of the shack. A set of wooden stairs leads up the steep side of the dune to the main door of the shack on the east side. The upper story serves as the living area and the partial lower level is used for service and storage. The living space contains a wood stove, water storage facilities and a gravity fed toilet which is currently connected to an approximate 100-gallon metal receptacle buried in the sand near the shack. The wrap-around deck serves as a seating and access area, as well as part of a rainwater collection system to supply water for the gravity fed toilet.

The Armstrong shack is located within the Peaked Hill Bars Historic District, listed on the National Register of Historic Places. The furthest east of four shacks located within the town boundaries of Truro, MA, the shack is most accessible from the eastern end of the Inner Dune Route, which begins at the gate at the end of High Head Road. The shack sits northeast of the main vehicle route, atop the inner dune ridge, approximately 400 feet south of the foredune and the ocean.

Exhibit 1 – Premises Map



Name	LAT	LON	Length_ft	Azimuth_degrees	Description
Armstrong NW	42.068622	-70.125807	336	131	from NW corner of shack
Armstrong NE	42.068313	-70.124623	87	248	from NE corner of shack
Armstrong SW	42.068082	-70.126061	245	124	from SW corner of shack
Armstrong SE	42.067773	-70.124877	131	248	from SE corner of shack

Improvements

- **Planned NPS Improvements:** This property will be delivered to the Lessee "as-is with all faults".
- **Lessee Improvements:** Each Offeror is responsible for verifying the condition of the property, developing a detailed scope of work and preparing a cost estimate for its proposed improvement plan.
    - NPS has identified the following necessary improvement: Disconnect the current black-water waste system; install incinerating toilet, composting outhouse or similar self-containing waste alternative that meets current federal, state or local regulations, subject to project pre-approval by the NPS. The NPS will seek to minimize ground disturbance in the Peaked Hill Bars Historic District and sensitive dune areas.
    - NPS has also tentatively identified the need to repair and re-install snow fencing, and to replace rotted sections of decking and shingled siding.

Attachment A: Sample Lease

Sample Lease

Attachment B: Business History Information and Offeror Information Forms

Form 10-352
Form 10-353
Form 10-354

Attachment C: Offeror Financial Statements and Projections: Small Leases

Form 10-355A

Attachment D: Sample Offeror Transmittal Letter

Sample Offeror Transmittal Letter

Attachment E: Responsive Proposal Checklist

Responsive Proposal Checklist