



EXPERIENCE
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AMERICA

Fort Monroe National Monument Fort Monroe, VA Fort Monroe Multi-Use Facility



(Back Deck View at Ft Monroe Multi-Use Facility)

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REQUEST FOR PROPOSALS

This Request for Proposals (RFP) provides the opportunity for interested individuals and organizations to submit proposals to the National Park Service (NPS) to lease a NPS property, in Fort Monroe National Monument (FOMR) under the following general terms and conditions.

1. The National Park Service and Fort Monroe National Monument

A. The National Park Service and its Mission

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 a manner and by such means as will leave them unimpaired for the enjoyment of future generations." 16 U.S.C. § 1. Additionally, the Congress has declared that the NPS should be "preserved and managed for the benefit and inspiration of all the people of the United States." 16 U.S.C. § 1a-1. The NPS has as its overall mission the preservation and public enjoyment of significant aspects of the nation's natural and cultural heritage.

To learn more about the NPS, visit our website at www.nps.gov. This site includes information about who we are, our mission, NPS policies and individual parks.

B. The Park Area – Fort Monroe National Monument

The peninsula known as Old Point Comfort, which contains Fort Monroe National Monument, is in southeastern Virginia approximately 2.8 miles east of the downtown area of the City of Hampton. The gateway communities of historic Phoebus and Buckroe are adjacent to Old Point Comfort. The park is located in the Hampton Roads metropolitan area containing a large military presence along with the cities of Norfolk, Virginia Beach, Yorktown, Newport News, and Williamsburg. As part of the regional heritage tourism of southeastern Virginia known as the "Historic Triangle," Fort Monroe is now considered a new component of what is being referred to as the "Historic Diamond." In addition to Fort Monroe, three other important historic sites attract visitors to the region: Jamestown and Yorktown in Colonial National Historical Park, and Colonial Williamsburg. Old Point Comfort also serves as an anchor point in the lower Chesapeake Bay for the Captain John Smith Chesapeake National Historic Trail, the nation's first national water trail.

Fort Monroe was built near the strategic point where the James and York rivers meet the Chesapeake Bay. The site is almost surrounded by bodies of water including the Chesapeake Bay, Hampton Roads, and Mill Creek. At the heart of the park is the 63-acre moated masonry and earthen fortress, completed by the US Army in the 1830s on the site of a succession of fortifications dating back to 1607 when colonists built defensive works on the peninsula. Over time the army expanded and improved the military campus to include areas inside and outside of the moated fort. Dredged fill was deposited along the shoreline to increase the size of the peninsula for military uses.

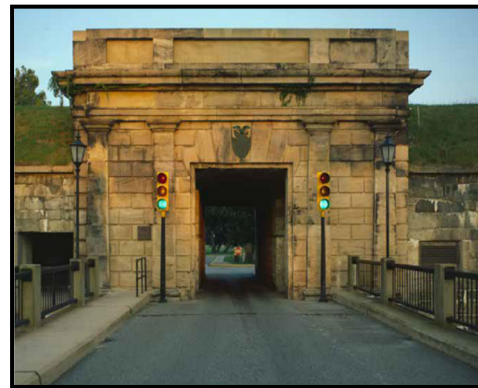
Fort Monroe is home to diverse natural resources and recreational opportunities. Mill Creek, a 53-acre saltmarsh cordgrass community separating the point from the mainland, is considered an ecologically productive wetland of the highest quality. Southern live oaks (*Quercus virginiana*) are the most characteristic tree within the historic monument. The largest southern live oak in the park, known as the Algernourne Oak, is nearly 500 years old, and shares lineage with the “Emancipation Oak” at Hampton University. Sandy beaches stretch along the eastern and southern shore. A seawall provides a place where the public can walk, jog, bike, or sit and enjoy the maritime views and sounds. The north beach area offers residents and visitors opportunities to experience less developed coastal landscapes. Fort Monroe also provides opportunities for swimming, motor and nonmotorized boating, and fishing from piers. On land, the park offers recreational vehicle (RV) camping, recreational playing fields, walking trails, and birding opportunities.

Park Purpose

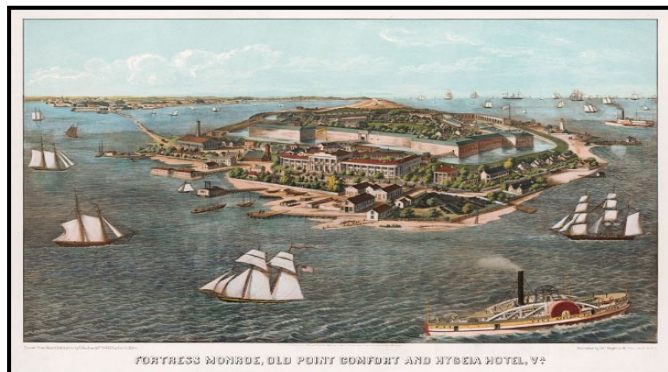
The park purpose is a specific reason why Congress and/or the president established the park as a unit of the national park system.

Fort Monroe National Monument exists to . . .

preserve, protect, and provide for the appropriate public use of the historical, natural, and recreational resources of Old Point Comfort, strategically located at the mouth of the Chesapeake Bay, and to interpret its storied history in the European colonization of our nation, exploration of the bay, slavery in America and the struggle for freedom, and the defense of our nation.



(Ft Monroe Entrance)



(Historic Painting of Ft Monroe)



Greg "Two Hawks" and Diane "Lady Hawk" Stephenson of the Meherrin Nation Campfire talk, 2018
National Park Service

(Greg "Two Hawks" and Diane "Lady Hawk" Stephenson of the Meherrin Nation Campfire talk, 2018)



(Endicott Gun Batteries)



Park ranger leads a tour at First African Virginia Historical Highway Marker
National Park Service

(African Landing Historical Marker)

Significance Statements

Fort Monroe National Monument has created significance statements that define what is most important about the park's resources and values. .

Located on the Virginia peninsula known as Point Comfort, and later as Old Point Comfort, Fort Monroe is situated at the mouth of the Chesapeake Bay in Hampton Roads. Formed by deep-water channel currents and rich in estuarine life and natural resources, Old Point Comfort offers natural anchorage points and became a strategic cultural, political, trade, and defensive crossroads for the American Indian, European, African, and American peoples for more than four centuries

Old Point Comfort links two pivotal events in the history of human servitude, commerce, and slavery in America. The first enslaved Africans in England's colonies in America were brought to this peninsula on a ship flying the Dutch flag in 1619, beginning a long ignoble period of slavery in the colonies. Two hundred forty-two years later, this was the site of self-emancipation and the 1861 Contraband Decision that propelled thousands of Africans toward self-liberation and set in motion the dismantling of the institution of slavery.

Fort Monroe, the largest fully moated masonry and earthen fort in the United States, was constructed in the aftermath of the War of 1812 as the first and largest of the coastal defense fortifications in the Third System (1816-1860). It represents four centuries of evolving military strategies, technologies, and leadership doctrines that have contributed to our national defense, beginning with the site's Woodland Era peoples and extending through the modern era of airborne weapons systems.

Fort Monroe, a vital Union stronghold within the Confederate states, was the site of key strategic war planning that included President Lincoln; a supply command from which major Union operations were launched that aided in ending the American Civil War; and the location of the imprisonment of Confederate President Jefferson Davis following the war

Just days after Virginia's secession from the Union in May of 1861, Fort Monroe's new commanding officer responded to requests for asylum from three self-emancipating slaves by issuing the Contraband Decision using the notion of slaves as property to ensure they would not be returned to owners. The Contraband Decision played a pivotal and groundbreaking role by providing legal and military precedents for the Emancipation Proclamation (1863), and ultimately for the liberation of four million enslaved people and the abolition of the institution of slavery by the 13th Amendment to the US Constitution (1865).

Following the groundbreaking Contraband Decision at Fort Monroe, hundreds of thousands of enslaved African Americans sought freedom and sanctuary with the Union Army, spawning a humanitarian crisis, and permanently changing communities throughout the nation. Within weeks of the decision, hundreds of people had arrived at Fort Monroe, and by the end of the Civil War, more than 10,000 freedom-seeking African Americans sought refuge within area contraband camps.

Fort Monroe, as the site of numerous far-reaching events, generates the desire for reminiscence and commemoration on the part of descendants of people associated with the site's history and has become an arena for public discourse and discussion as well as divergent public memories related to the impacts of colonization on American Indians, slavery, the American Civil War, liberty, and civil rights



(Aerial of Ft Monroe)

C. Lease Objectives

The National Park Service announces a Request for Proposal for the leasing of one 23,352 square-foot Multiuse facility, the former officer's club at Fort Monroe National Monument. This is a great opportunity for an appropriate adaptive use of this unique indoor-outdoor waterfront facility within the National Monument. A key objective in the leasing program is to maintain this property in good condition and assure use of the leased property in a manner consistent with the purposes of the applicable park area as established by law, and the preservation of historic property.

2. The Leased Premises

A. Site Description

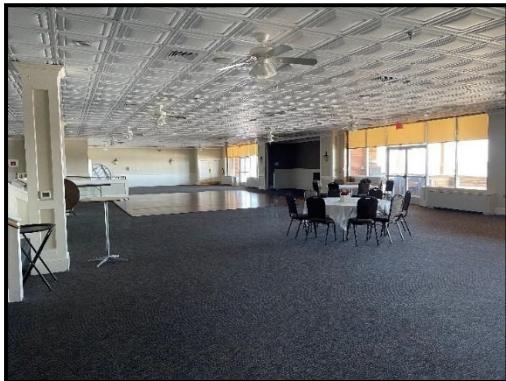
The peninsula known as Old Point Comfort, which contains Fort Monroe National Monument, is in southeastern Virginia approximately 2.8 miles east of the downtown area of the City of Hampton. The gateway communities of historic Phoebus and Buckroe are adjacent to Old Point Comfort. The Fort Monroe Multi-Use Facility is located on the north portion of the peninsula at 490 Fenwick Rd Hampton, VA. There is typically one entrance to Ft Monroe via Highway 143.



(Aerial of Facility)

B. Facility Description

The subject property was originally built in 1945 on the Fort Monroe military base to serve as an Officer’s Club. The property includes a main building housing a restaurant and meeting rooms, a swimming pool, an outdoor concession, and approximately 1,100 feet of beach frontage (exclusive use of the beach is optional).



(Main Meeting Room)



(Outdoor Concession Area)



(Commercial Kitchen)



(Back Deck-Beach View)

C. Operations & Maintenance and Lessee Improvements

The Lessee will be responsible for all operations and maintenance costs of the facility, including the beach if included in the land assignment. Insurance coverage must be provided by the lessee (see Insurance Requirements below).

Please note: The cost of any Lessor approved capital improvements, that are undertaken and paid for by the Lessee, during the term of the lease may be offset by adjustment of the rental rate over the term of the lease to cover these costs.

D. Insurance Requirements

During the term of this Lease, the Lessee shall maintain the following Insurance Coverage: General Liability, Liquor Liability, Property, Equipment (Mechanical) Breakdown Insurance (must include HVAC, electrical, plumbing, etc.), Worker's compensation, and Business Interruption Insurance & Flood Insurance.

The Lessee assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible

3. Use and Requirements of the Leased Premises

Use Restrictions: All acceptable uses appropriate in a park setting will be considered, subject to the following:

- (a) The lease will not result in degradation of the purposes and values of the park area;

- (b) The lease will not deprive the park area of property necessary for appropriate park protection, interpretation, visitor enjoyment, or administration of the park area;
- (c) The lease contains such terms and conditions as will assure the leased property will be used for activity and in a manner that are consistent with the purposes established by law for the park area in which the property is located;
- (d) The lease is compatible with the programs of the National Park Service and Fort Monroe National Monument;
- (e) The lease is for rent at least equal to the fair market value rent of the leased property as described in 36 C.F.R. §18.5;
- (f) The proposed activities under the lease are not subject to authorization through a concession contract, commercial use authorization or similar instrument; and
- (g) If the lease is to include historic property, the lease will adequately insure the preservation of the historic property.

Parking Requirements: Parking is limited to existing paved parking areas within the land assignment. Parking on the grass will not be permitted without additional NPS permission.

Hours of Operations Requirements: Hours of Operation will be mutually agreed upon between the NPS and Lessee and established within an annual Operating Plan with regular operating hours not to exceed 7am to 10pm.

Capacity Requirements: Set by the NPS Fire Safety Program and to be determined based on the property uses and Safety Plan. The current capacity for the facility is 750 people based on its current configuration. Those capacity limits are subject to change based on future Lessee's uses, building configuration and safety plan.

Natural Resource Requirements: All improvements will require NPS review and approval and are subject to the National Environmental Policy Act (NEPA) and National Historic Preservation Act (Section 106).

Safety Requirements: Lessee will establish in coordination with NPS an annual Safety Plan to include a Security and Fire Safety Plan annually.

Alcohol Sales: The facility will have one indoor and one outdoor walk up point of sale for alcoholic beverages for customer use. Additional service bars may be considered, subject to the approved Operating Plan. Additionally, the proposed use must follow all applicable local, state and federal laws, such as health, safety, food handling, environmental, and labor and employment law.

Fort Monroe National Monument developed a Foundation Document, which was designed to guide the park's long-term management. This Foundation Document will affect what uses

are allowable at the multi-use facility to ensure activities are consistent with fundamental resources and values which includes protection of archeology, cultural landscapes, and the historic viewshed.

4. Term of Lease

The lease will have a term of 10 years, with a target commencement date on or about April 1st 2023.

5. Fair Market Rent

The property shall be leased for a minimum of the Fair Market Value Rent as determined by 36 CFR Part 18. The Fair Market Value Rent, in this case, has been determined to be ***\$210,000*** annually or ***\$17,500*** a month for exclusive commercial use. The rent offered will be a criterion by which the proposal is evaluated. Offers of higher rent can be in the form of fixed dollar amount increases.

The Annual Rent will automatically increase effective as of the beginning of the second Lease Year and annually thereafter during the Lease Term to reflect the proportionate cumulative increase in the CPI, if any, during the previous Lease Year. For purposes of this section, CPI means the United States Department of Labor, Bureau of Labor Statistics, All Cities Average Consumer Price Index, or if such index is no longer published, a successor or substitute index designated by the Lessor, that shows changes in consumer prices in the locale of the Park Area

6. Improvements and Required Repairs

All Improvements to the Premises will become the property of the United States. The Lessee must consult with the Lessor at all times prior to undertaking any improvements to the Premises. Acceptance by the NPS of any proposal submitted in response to this opportunity may not result in acceptance of all components, proposed activities, or proposed Improvements identified in such proposals. With the exception of the required Improvements identified below, NPS reserves the right to determine which, if any additional Improvements will be authorized. In the event such any Improvements or Alterations are made by the Lessee without such required written notice and approvals, the Lessor may terminate the Lease for default in accordance with the terms of Lease and/or impose liquidated damages (payable by Lessee to Lessor as Additional Rent) in the amount of \$1,000 per violation per day (as adjusted by NPS annually) which shall accrue until such time as the Lessee makes the necessary corrections to the satisfaction of the Lessor and require removal by the Lessee at its expense of the non-compliant Initial Improvements or Alterations or the Lease is terminated by the Lessor.

Additionally, the following requirements apply to all Improvements, proposed or required:

- a. **Project Approval:** Applicants should be aware that project approval may entail separate review by the park's Division of Resource Management in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended. Project approvals require review of plans and specifications and require the park to make determinations as to the impact of proposed Improvements on natural and cultural resources. The Selected Applicant is required to abide by any conditions imposed by the NPS in connection with completion of project review. Alterations made by the Lessee without required written notification and approvals from Lessor described in this Lease are prohibited.
- b. **Non-Compliant Improvements:** Lessee's costs for non-compliant Initial Improvements or Alterations are not eligible for Rent Offset.
- c. **Approvals for Requests to Offset Rent:** Approvals for Requests to Offset Rent must be submitted in writing and approved by NPS. No Rent Offsets or deductions may be applied against Annual Rent absent NPS written approval. The Selected Applicant will be required to provide auditable records including invoices, billings, canceled checks, and other documentation satisfactory to the Lessor in support of requests for rent-offset.
- d. **Required Repairs:** The Selected Applicant will be required to make the below identified Improvements and/or undertake repairs. Additionally, the selected applicant will be required to make any repairs to ensure visitor safety and accessibility throughout the term of the lease. NPS will offset the cost of Improvements against the Fair Market Value Rent. Rent Offsets will be limited to Lessee's actual costs of improvements (materials and labor) which must be supported by invoices, cancelled checks, and other documentation required by the Lessor.

a. Roof Replacement- Estimated Cost \$50,000

7. Negotiation of Lease Conditions

National Park Service may enter into a Letter of Intent with the selected Offeror prior to entering into a lease. 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. A sample letter of intent and lease can be found in Attachments D and E.

8. Lease Provisions

The lease to be awarded under this RFP will contain the provisions required by 36 C.F.R. Part 18.12 as well as other provisions determined by 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) A termination for cause or default provision;
- (b) 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 and that the lease is subject to cancellation by the Director in the exercise of the sovereign authority of the United States to the extent provided by applicable law;
- (c) Appropriate provisions requiring the lessee to maintain the leased property in good condition throughout the term of the lease;
- (d) 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 Director's written approval. Such subleases and assignments shall be approved only if the Director determines, among other relevant matters, that the proposed sub-lessee or assignee is financially and managerially capable of carrying out the terms of the lease. Assignment of a lease for the purpose of effectuating an encumbrance to the lease or the leased property is subject to approval pursuant to the requirements of paragraph (l) of this section;
- (e) Appropriate provisions requiring the lessee to secure and maintain from responsible companies liability insurance sufficient to cover losses connected with or occasioned by the use and activities authorized by the lease. Types and amounts of insurance coverage will be specified in writing and periodically reviewed by the Director;
- (f) Appropriate provisions, unless the Director determines otherwise in the circumstances of a particular lease, requiring the lessee to obtain from responsible companies casualty insurance (including flood insurance if applicable) 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;
- (g) 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. No lease entered into this part may contain provisions intended to provide indemnification or other assurances to the lessee regarding the conduct or activities of the Director concerning the lease or the administration of the applicable park area. Leases may contain appropriate provisions that commit the Director to accept responsibility for tortious actions of government officials to the extent authorized by the Federal Torts Claim Act or as otherwise expressly authorized by law;
- (h) Appropriate provisions requiring the lessee to pay for use of all utilities used by the lessee and to pay all taxes and assessments imposed by federal, state, or local agencies applicable to the leased property or to lessee activities;
- (i) Appropriate provisions stating that the lessee may not construct new buildings or structures on leased property, provided that, a lease may contain appropriate

provisions that authorize the lessee to construct, subject to the prior written approval of the Director, minor additions, buildings and/or structures determined by the Director to be necessary for support of the authorized activities of the lessee and otherwise to be consistent with the protection and purposes of the park area. Approval by the Director of new construction may only be granted if the Director makes the determinations required by §18.4;

(j) Appropriate provisions requiring that:

(1) Any improvements to or demolition of leased property to be made by the lessee may be undertaken only with written approval from the Director;

(2) That any improvements to or demolition of historic property may only be approved if the Director determines that the improvements or demolition complies with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR part 68); and

(3) Any improvements made by a lessee shall be the property of the United States;

(k) Appropriate provisions that describe and limit the type of activities that may be conducted by the lessee on the leased property. The types of activities described in a lease may be modified from time to time with the approval of the Director through an amendment to the lease. The Director may approve modified activities only if the determinations required by §18.4 remain valid under the proposed modified activities and the proposed activities are otherwise determined appropriate by the Director;

(l) Appropriate provisions, unless the Director determines not to permit pledges or encumbrances in the circumstances of a particular lease, authorizing the lessee to pledge or encumber the lease as security, provided that any pledge or encumbrance of the lease and the proposed holder of the pledge or encumbrance must be approved in writing in advance by the Director and that a pledge or encumbrance may only grant the holder the right, in the event of a foreclosure, to assume the responsibilities of the lessee under the lease or to select a new lessee subject to the approval of the Director. Pledges or encumbrances may not grant the holder the right to alter or amend in any manner the terms of the lease;

(m) Appropriate provisions stating that fulfillment of any obligations of the government under the lease is subject to the availability of appropriated funds. No lease issued under authority of this part shall entitle the lessee to claim benefits under the Uniform Relocation Assistance Act of 1970 (Public Law 91–646) and all leases entered into under the authority of this part shall require the lessee to waive any such benefits; and

(n) 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.

See **Attachment E** for a Draft Lease. The Draft Lease will be the general basis for negotiation of the final lease. However, the final lease as developed by NPS may differ from the draft. Among other matters, additional terms and conditions may be added to reflect the content of the proposal selected.

9. Competitive Process

This lease opportunity is open to all interested persons on a competitive basis. Whoever submits 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.

10. Site Tour, Pre-Submittal Conference and Q&A period

A pre-submittal conference and site tour of the offered property will be held on November 16th, 2022 from 10:30am to 3:00pm EST.

11. Time for Proposal Submission

Proposals under this RFP must be received by 12:00 pm on December 12th, 2022 in the format and sent to the address stated in Section 13.4 (Proposal Submission Requirements). However, if no acceptable responses to this RFP are received at this time, NPS will have the option of extending the deadline for an additional two weeks until an acceptable RFP is received. See explanation below.

If no acceptable RFPs are received by 12:00 pm on December 12th, 2022 the next deadline will be two weeks after the previous deadline. For example, if no acceptable RFP is received by the initial deadline of December 12th the next deadline will be 12:00 pm December 26th and so on.

If you are not prepared to submit a RFP until after the initial deadline, please contact NPS to confirm that RFPs are still being accepted before submitting a proposal.

12. 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 36 CFR Part 18 as applicable. In the event of any conflict between the terms of this RFP and 36 CFR Part 18 or the lease, 36 CFR Part 18 and the lease shall prevail.

For Further Information regarding RFP process please contact –

Leasing Program
National Park Service
Interior Region 1, North Atlantic – Appalachian
NERO_Leasing@nps.gov

For further information regarding the facility please contact:

Fort Monroe National Monument

National Park Service
41 Bernard Rd. Bldg #17
Fort Monroe, VA 23651
colo_business_ops@nps.gov

13. The Proposal Package

1) Proposal Instructions

- a. Proposals submitted in response to this RFP should follow the format described below. You are asked to answer questions or supply specific information in response to specified items.
- b. Please label your responses correspondingly and respond fully and accurately to all questions/requests.
- c. Please provide the identification and credit information described in Attachments A to this RFP under the applicable category (sole proprietorship, partnership, or corporation). Additionally, please provide the information in Attachment B, Financial Information for Revenue Producing Uses.
- d. Please submit with the proposal an executed letter to NPS which states that the Offeror, in submitting its proposal, accepts and agrees to be bound by the terms and conditions of this RFP. A sample transmittal letter is provided in Attachment C.

2) Selection Criteria: The NPS will select the best responsive proposal received under this RFP under the following selection criteria:

- a. **Proposed Use:** The compatibility of the proposal's intended use of the leased property will be consistent with an atmosphere appropriate in a natural and cultural park setting;
- b. **Financial Capability:** The Offeror's financial ability to carry out the terms of the lease;
- c. **Professional Experience:** The Offeror's ability to demonstrate the managerial capability to carry out the terms of the lease;
- d. **Sustainability:** The ability and commitment of the Offeror to conduct its activities in the park area in an environmentally enhancing manner through, among other programs and actions, energy, conservation, waste reduction, and recycling;

- e. **Rent:** The offeror's proposal, at a minimum, an amount of rent equal to Fair Market Value Rent determined via market study. Offers of higher rent can be in the form of fixed dollar amount increases.
- f. **Safety:** The ability of the Offeror to conduct its activities in the park area to ensure visitor safety;
- g. **Parking:** The ability of the Offeror to produce a parking management plan that will ensure the protection of the facility and the leased premises;
- h. **Resource Protection:** The ability of the Offeror to produce a resource protection plan that ensures the protection of the cultural and natural resources of the leased premises.

3) Proposal Content

a. Proposed Use

Describe your proposed operation on the property. Information should include the following:

1. Operational concept: vision for operation
2. Target customers
3. Marketing plan
4. Organizational structure, number of employees
5. Hours of operation (Regular hours limited to 7am-10pm, subject to annual operating plan)

Narrative response should be limited to 15 pages, not including attachments.

b. Financial Capability

Please submit documentation of the source and availability of the funds necessary to carry out your obligations under the terms of the proposed lease, including, without limitation, any improvement requirements, through bank statements, bank financing commitment letters, financial pro forma for the proposed business or similar documents that convincingly substantiate your financial capability.

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.

Submit documentation of the proposed business financial pro forma, the cost estimates for all building improvements, operating expenses and all other startup costs.

Submit the source and availability of the funds necessary to carry out your obligations under the terms of the proposed lease, which includes, at a minimum, the Financial Capability Information and comprehensive supporting documentation outlined in **Attachments A**. Include in this documentation the accessibility improvements as well as estimates for any other proposed internal or external improvements.

c. Professional Experience

Explain how your experience and background qualifies you as managerially capable of satisfactorily performing the terms and conditions of the offered lease.

Narrative response should be limited to 10 pages not including attachments.

d. Sustainability

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.

Narrative response should be limited to 10 pages, not including attachments.

e. Rent

State how much annual rent you are offering to pay and the proposed term of the lease. The rent offered and term will be a criterion by which the proposal is evaluated. Offers of higher rent can be in the form of fixed dollar amount increases.

f. Safety

Please describe the steps you will take to ensure visitor safety. The safety plan should include, but is not limited to, elements around visitor safety, evacuation plans, water safety, and fire safety plan

g. Parking

Describe how you will handle the parking management (including keeping cars off the grass), and customer safety in the parking area(s)

h. Resource Protection

Please describe the steps you will take to preserve the integrity of natural and historic resources associated with the leased property.

4) Proposal Submission Requirements

Applicants must submit their proposal in electronic format. Proposals must be formatted to 8-1/2" x 11" page size. Please note, electronic submission of proposals will not have been deemed received until NPS issues a written response acknowledging receipt. Proposals will not be returned.

Electronic submissions should be emailed to colo_business_ops@nps.gov by 12:00pm on the date specified in above.

Telephonic proposals, faxes, and other means of transmittal will not be considered. Proposals will not be returned.

5) Additional Information and Modifications of Proposals

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

6) NPS Evaluation and Selection of the Best Proposal

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

All proposals will first be screened for adherence to the requirements of this RFP. 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 NPS.

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

NPS will award the lease to the Offeror determined to have submitted the best responsive proposal under the selection criteria, subject to successful final lease negotiations. If the selected Offeror does not agree to the final terms of the lease as presented by NPS within 30 days of presentation, the selection may be terminated and NPS may negotiate with other Offerors for award of the offered lease or terminate this solicitation without liability to any person.

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

In order to structure lease negotiations with the selected Offeror, NPS and the selected Offeror, promptly after selection, may enter into a Letter of Intent to negotiate and award the final lease. The letter of intent will include, among other matters, applicable timelines for negotiation, development of any necessary additional plans and specifications for building improvements, and issuance of any required permits for improvements to the premises. A Sample Letter of Intent can be found in Attachment D. If the NPS and the selected Offeror are unable to agree upon the terms and conditions of the Letter of Intent as proposed by NPS within ten days, NPS may choose to terminate the selection and NPS may negotiate with other Offerors for award of the offered lease or terminate the lease solicitation without liability to any person.

7) Confidentiality of Proposals

If you believe that a proposal contains trade secrets or confidential commercial and financial information that you do not want to be made public, please include the following sentence on the cover page of each copy of the proposal:

“This proposal contains trade secrets and/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.”

In addition, you must specifically identify what you consider to be trade secret information or confidential commercial and financial information on the page of the proposal on which it appears, and you must include the following sentence on each such page:

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

Information so identified will not be made public by NPS except in accordance with the requirements of the Freedom of Information Act.

8) Attachments

Please see the following attachments to include in your lease and review at the following page:

<https://www.nps.gov/colo/getinvolved/leasing-program-at-colonial-national-historical-park.htm>

- Attachment A: Form 10-352 Identification and Credit Information
- Attachment A: Form 10-353 Identification and Credit Information
- Attachment A: Form 10-354 Identification and Credit Information

- Attachment B: Form 10-355 Financial Information for Revenue Producing Uses
- Attachment C: Sample Offeror's Transmittal Letter
- Attachment D: Sample Letter of Intent
- Attachment E: National Park Service Standard Lease Sample