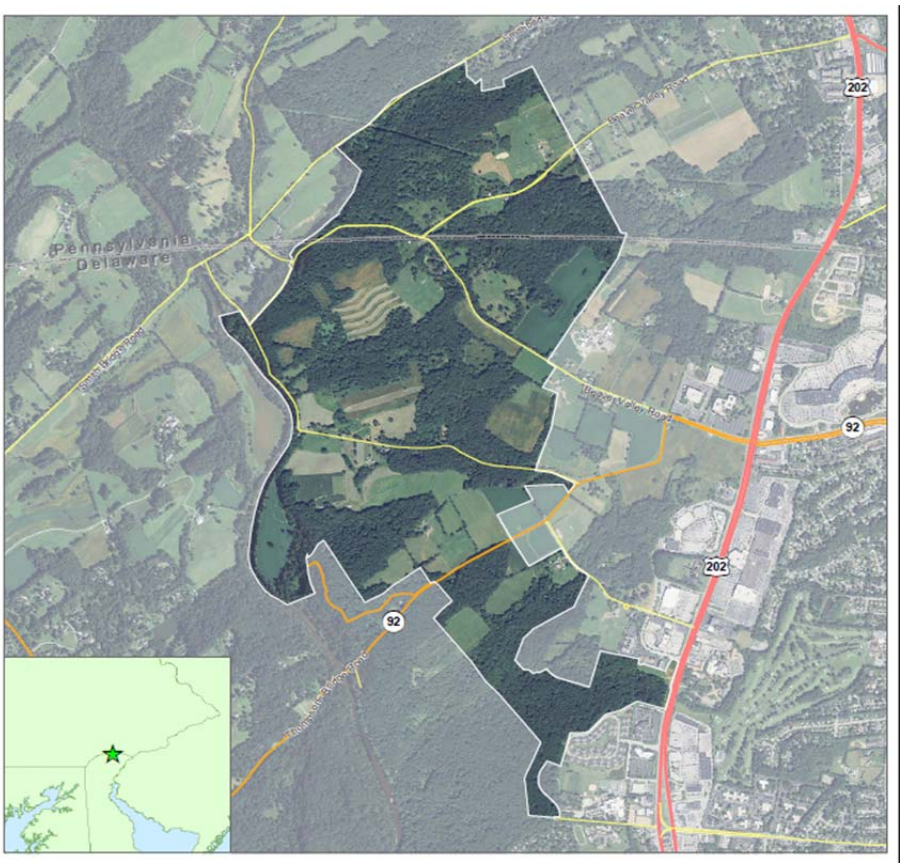
Request for Proposals

Master Lease within
First State National Historical Park



Key dates for this Request for Proposals are as follows:

RFP Release Date:	August 5th, 2016
Site Tour and Pre-Submittal Conference:	August 26th, 2016
Question Submission Deadline:	September 2nd, 2016
Proposal Submittal Deadline:	October 7th,2016
Anticipated Date for Selection of Lessee:	November 1st, 2016
Lease Effective Date:	December 1st, 2016
Rent Commencement Date:	January 1st, 2017

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A. SUMMARY OF LEASING OPPORTUNITY

The National Park Service (NPS) is seeking proposals from interested individuals or business organizations that can demonstrate capability to manage, sublease, and maintain real estate (residential, commercial, and agricultural) located within the First State National Historical Park (FRST) under a ten (10) year term Master Lease.

The selected offeror (Offeror, 'you', 'your') will have exclusive negotiation rights to enter into a Master Lease that is not materially different from the attached Draft Master Lease (See Attachment A). The NPS expects its residential buildings and agricultural land to continue to generate a positive cash flow to the NPS, duly reflecting the level of required maintenance and other cost factors. As of August 1st, 2016, all of the rental units are leased except for three residential properties that the NPS is actively marketing. The leased units are producing a monthly gross rent of approximately $24,000. The 2017 projected annual gross rent at 100% occupancy is approximately$375,000 (See Attachment B for Property Inventory and Fair Market Rent). Please note that the numbers represented in this RFP are estimates and are subject to change.

All of the following functions are the primary requirements of the Lessee:

a) Market and sublease all rental units (residential, commercial, and agricultural),
b) Collect rents,
c) Billing and collecting of utilities (if applicable)
d) Coordinate and supervise all repairs and maintenance personnel and contracts,
e) Manage repair and maintenance expenditures utilizing a Repair & Maintenance Reserve,
f) Provide recommendations and carry out renovation projects,
g) Manage and staff on and off site personnel,
h) Provide financial and property reporting, as required.

The properties are located in New Castle County, DE and Delaware County, PA which is part of the Philadelphia-Camden-Wilmington MSA and the Delaware Valley Region. The properties are located in a rural pocket between substantial commercial /residential development which makes them unique and desirable. The properties are located within the First State National Historical Park which provides a variety of inviting recreational and cultural activities along with spectacular open spaces and vistas. This extraordinary combination of natural, cultural, and historic resources makes these properties an outstanding place to live.

1) Property Offered for Master Lease

The residences and agricultural land are part of the Beaver Valley Unit of First State National Historical Park. Property includes 13 house (and associated outbuildings), 4 bank barns with horse boarding facilities (stalls and pasture) and approximately 250 acres of agricultural land (hay, corn/soybeans and agri-tourism). One of the barns is used for commercial storage of canoes.

The NPS anticipates that the Master Lease would become effective on or about December 1, 2016 and with certain lease requirements such as payment of rent, property insurance coverage, Repair and Maintenance responsibilities, and utilities payment and billing starting January 1, 2017. During the period between the lease effective date and rent commencement, Lessee would undertake management transition including development of plans, transfer of existing leases and security deposits, issuance of new subleases, and establishment of utility billing.

The NPS will only consider proposals that encompass all residential, horse, storage and agricultural units.

2) Uses of the Lease Property

Lessee will manage and maintain the Premises for residential, commercial, and agricultural uses.

3) Term of the Master Lease

The lease term is anticipated to commence on December 1, 2016 with rent, utilities, and property insurance commencing no later than thirty (30) days following lease commencement. Maximum lease term is ten (10) years with a potential maximum one (1) year extension under limited circumstances prescribed by NPS Leasing Regulations. Lease will include a "Termination Without Cause" provision at Lessee's sole discretion after completion of Year 5 of the Lease; with one year advance written notice required to activate this provision.

4) Percentage Rent

The Lessee will be required to pay NPS a Percentage Rent which will be a percentage of Gross Receipts as defined in the attached Draft Master Lease. NPS is required under 36 CFR Part 18 (Leasing of Property in Park Areas) to receive at a minimum, fair market value rent as determined by appraisal and market study. The appraised value of this offering is 80% of Gross Receipts. Offerors must, at a minimum, include this percentage in their proposal. Offerors may offer to pay a higher percentage rent to enhance the competitiveness of their proposal.

5) Other Terms and Conditions

The proposed terms and conditions of the offered Master Lease are as described in Attachment A "Draft Master Lease" included in this RFP and are consistent with 36 CFR Part 18 Final terms and conditions of the Draft Master Lease, which will not be materially amended, will be negotiated between NPS and the selected Offeror.

5.1 Premises and Premises Condition

a) NPS retains the option to reduce the number of unit(s) within the Premises with 90 days written notice at NPS's sole discretion, subject to a limitation that any such reduction shall not result in a cumulative decrease in excess of 20% of total potential gross revenue from subleases over the term of the agreement.
b) NPS retains the option to expand the Premises by adding residential units or agricultural land within FRST boundary by mutual agreement.
c) The properties have private water and sewer, and are serviced by public electric. The properties are heated by oil and most of the properties do not have central air.
d) NPS may provide an Inventory and Condition Report and the NPS Unit Condition Standards for use in the development of the Lessee's Repair and Maintenance Plan. Alternatively, NPS may authorize Lessee to hire an independent inspector to prepare the Report and Standards expending funds from the Repair and Maintenance Reserve.
e) Units will be delivered to Lessee, "As is with all faults." All Lessor repairs, maintenance and alterations will be scheduled through a Repair & Maintenance Plan (R&M Plan) and funded through a Repair and Maintenance Reserve. Phasing of alterations will be considered within the R&M Plan.

5.2 Repair and Maintenance Reserve

Lessee will manage a Repair and Maintenance Reserve that will be established and maintained for the benefit of the Premises. Withdrawals from the Maintenance and Repair Reserve shall be linked to the Repair and Maintenance Plan and shall not be made without the NPS's written approval.

a) The Reserve will be funded by 20% of annual Gross Receipts which is approximately $75,000 annually. Scope of eligible expenditures include costs to prepare a unit for occupancy, repairs, preventative maintenance, recurring maintenance, component renewal, emergency repairs and stabilization, remodeling and rehabilitation, and all other Lessor-approved repair and maintenance expenditures on the Premises that are designated as Lessor responsibilities in the Master Lease.
b) Lessee will initially fund the reserve account. The reserve account must be available for expenditure immediately on Rent Commencement Date and will cover approximately two (2) months of R&M Reserve ($12,500) which shall be reimbursed to Lessee as stated in the lease approximately within 6 months of Rent Commencement.
c) Any remaining funds not utilized by Lessee at the end of the lease year may be remitted to NPS as Additional Rent. However, NPS may approve all or a portion of the remaining funds to carry forward to fund the following year's start-up work. NPS will have the option to sweep the account to zero annually.
d) Subject to NPS' prior approval, extraordinary or emergency capital costs not in the approved annual Repair and Maintenance Plan or in excess of funds available in the R&M Reserve would be funded at Lessor's sole discretion by adjusting Percentage Rent remittances due to NPS.

5.3 Subleases & Subtenants

Lessee may execute subleases for terms not to exceed the term of the Master Lease, however all subleases in excess of one year will include a minimum CPI increase and a fair market value rent re-appraisal at year three (3) for longer term subleases. In the last year of the Master Lease term, NPS may approve subleases, on a case-by-case basis, in excess of the term that are assignable to NPS or a successor lessee.

Lessee must offer a first right of refusal at the fair market value rent with all current (as of the date of lease signing) NPS tenants.

For each existing tenant, the lessee may not exceed a 5% rent increase on an annual basis.

Subtenant selection criteria will include an occupancy standard as applied by US Dept. of Housing and Urban Development; Income Eligibility, Credit, Prior Tenancies, and Criminal History evaluation. (Attachment C-Resident Selection Guidelines)

a) The NPS reserves the right to approve all the forms and subleases and for the final approval of all subtenants which shall not be unreasonably withheld.
b) All persons occupying or approved to occupy all or a portion of a unit (e.g., roommates or co-subtenants) must meet subtenant selection criteria and sign on to the sublease.
c) Lessee will develop and implement, subject to NPS prior approval, a "Subtenant or Resident Welcome" process which informs the new subtenant(s) of the Master Lease, rules, park environment, utilities, public rights-of-way, etc.
d) Lessee collects and holds in a separate account, all Security and Pet Deposits which shall be refunded to subtenants consistent with the terms of their sublease.
e) Security and Pet Deposit funds shall transfer to NPS at Default, upon termination or expiration of the Master Lease, or upon transfer to a successor lessee.
f) Subleases shall transfer to NPS or a successor lessee (as determined in NPS's sole and absolute discretion) at expiration or termination of the Master Lease.

5.4 Utilities

Water service is provided by wells in a majority of the properties and sewer service is provided by septic systems. Electric service is provided by Delmarva. None of the properties currently have gas service.

For Electric service, Lessee or Lessee's subtenants will be responsible, at their sole cost and expense, for establishing direct accounts with Delmarva for Premises.

For all other utility or third-party provided services, including Refuse, Cable Television or Telecommunications, Lessee or Lessee's subtenants will, at their sole cost and expense, transfer and maintain direct accounts with third-party providers.

5.5 Sustainability

Land management decisions within the park are made to fulfill the mission of the park. However, impacts to the environment must be considered during each decision. Water quality is a specific concern as is the use of chemicals and, and the conservation of energy and natural resources.

a) Lessee shall require that hazardous and universal waste from residential units is disposed of in accordance with state and local laws.
b) All new appliances, heaters, and furnaces shall meet Energy Star or FEMP-designated standards.
c) Land used for agricultural purposes shall follow USDA law and be managed with a farm Conservation Plan and where appropriate, a Nutrient Management Plan.

5.6 Landscaping, Snow Removal, and Ice Removal

Lessee and/or subtenant is responsible for all landscaping and grounds maintenance, snow removal, and ice removal within the land assignment (see attachment H- Lease Premises Map). The lessee and/or subtenant are not responsible for the landscaping and maintenance of any public trails within the land assignment.

5.7 Key Personnel

Lessee is expected to have or hire a qualified and experienced property manager, maintenance staff, and vendor/contractors with a minimum of five (5) years' residential property management experience.

5.8 Security Deposit

A security deposit will be required under the terms of the Master Lease.

5.9 Disclosures

NPS buildings may contain lead-based paint, asbestos, and lead contaminated soil and necessary remediation actions will be the responsibility of the Lessee, and may be funded by the Repair and Maintenance Reserve.

a) 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 Offeror and NPS.

To be selected by NPS you must demonstrate that you have the capacity to plan, finance, and implement your proposed Maintenance, Leasing, and Property Management Plans (Plans). 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. 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.

b) Site Tour and Pre-Submittal Conference, Further Information

The NPS will hold a site tour and pre-submittal conference at FRST on (August 26, 2016). Participants need to RSVP to attend.

To RSVP for the site tour or for additional information regarding this Request for Proposals, please contact Elizabeth Derr, elizabeth_derr@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. If necessary, two sets of Q&A's may be issued, each following approximately ten days from the question submission deadlines. Q&A's along with this RFP and attachments can be found at our website www.nps.gov/frst. Interested parties are required to RSVP with the Park via email to ensure that any modifications to the RFP, additional documentation, or new Q&A sheets can be provided.

Key dates for this Request for Proposals are as follows:

RFP Release Date	August ,5 2016
Site Tour and Pre-Submittal Conference	August 26, 2016
Questions Submission Deadline	September 2, 2016
Proposal Submittal Deadline:	October 7, 2016
Anticipated Date for Selection of Lessee	November 1, 2016
Lease Effective Date	December 1, 2016
Rent Commencement Date	January 1, 2017

c) Proposal Submission Date and Protocol

Proposals under this RFP must be received by September 30, 2016.

- Submit a hard copy and one electronic copy, identical to the hard copy. In order to facilitate discussion and review of proposals among evaluation panel members, the electronic copy must be in a format that can be shared, copied, and passed easily. Microsoft Office programs or an Adobe PDF electronic version that allows for copying and pasting of text using Adobe Reader software is acceptable. However, you must provide all financial spreadsheets in Microsoft Excel in the instances where a format is provided. In the event of a discrepancy between the electronic copy and the hard copies, information on the hard copies will control.

- Enclose copies in a sealed envelope or box with the following marked on the outside:

  RFP-FRST-Leasing Department
  Due Date: September 30, 2016
  (The name and address of the Offeror)

- NPS must receive proposals at the appropriate address below by the time and date shown on the cover of this RFP. Submit Offeror's proposal by regular mail or by overnight delivery. If you would like to hand deliver the proposal please make an appointment by calling the Beaver Valley Unit administrative office at 302-478-2769.

National Park Service
4501 Thompsons Bridge Rd
Wilmington, DE 19803

Proposals that are not actually received at the designated address by the specified deadline will not be considered. NPS will not consider proposals that have been mailed or postmarked prior to the deadline but which are not delivered to the designated address prior to the deadline.

Telephonic proposals, faxes, e-mail, and other means of transmittal will not be considered. Please refer to Section I. 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.

d) 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 National Historic Preservation Act (16 U.S. C. Section 470h-3), as amended, and National Park Service General Leasing Authority 16 USC 1a-2(k) passed in 2001 which authorizes the National Park Service (NPS) to lease federally owned property within boundaries of the park, and other applicable authorities.

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

B. SUMMARY OF PROPERTIES

1) Residence: 137 Beaver Valley Road, Chadds Ford, PA 19317

This property is a 3,375 SQFT single family home with a two car attached garage all on 3 acres. The home has five bedrooms and two and a half baths. This home also features a screened in porch. The home has oil heat (radiator) and an 80 gallon electric hot water heater. There is no central air in the home.

2) <u>Residence: 810 Beaver Valley Rd, Wilmington, DE 19803</u>

This property is a 3,325 SF single detached home on 1 acre with 5 bedrooms and three and a half baths. There is a two car detached garage on the property. The home has oil heat (baseboard) and an 80 gallon electric water heater.

3) <u>Residence: 701 Beaver Valley Road, Wilmington, DE 19803</u>

Single family home with a two car built-in garage and 4 acres

This property is a 4 bedroom and 2 and a half bath property with 3,625 SQ FT, a screened porch and a two car built-in garage all on 4 acres. The interior of the property is in average condition with no material improvements noted. The home has oil heat (radiator) and an 80 gallon electric water heater.

4) <u>Residence: 601 Beaver Valley Road, Wilmington, DE 19803</u>

Single family home with a two car detached garage and 5 acres

This property is a 5 bedroom and 4.5 bath home with 3,390 SQ FT, a partially finished basement, private pond and a large 2-car detached garage all on 5 acres. This property is in good condition with a newer 500-gallon septic tank and a newer roof. The home has oil heat (radiator) and an 80 gallon electric water heater.

5) Residence: 400 Ramsey Rd, Wilmington, DE 19803

This property is a 4 bedroom and 2.5 bath home with 2,150 SQ FT, an open porch and 2-car detached garage all on 1 acre. The home has oil heat (radiator) and an 80 gallon electric water heater.

6) 400 Ramsey Road Wilmington, DE 19803 (Garage+ open shed)

This property is comprised of a garage and an open air shed. These structures are leased to a different tenant than the house. Both structures are used for storage associated with agriculture.

7) Residence: 404 Ramsey Road Wilmington, DE 19803

This property is a 4 bedroom and 2.5 bath home with 1,925 SQ FT, an open porch and 2-car detached garage all on 1.5 acres. The property is in good condition with updated flooring and a modern kitchen. The home has oil heat (baseboard) and an 80 gallon electric water heater.

8) Residence: 406 Ramsey Road Wilmington, DE 19803

This home has 2 bedrooms and 1.5 baths with 1,024 SQ FT, an enclosed porch, deck, and a multi-car open garage/barn all on 1.5 acres. The home has oil heat (forced warm air) and an 80 gallon electric water heater.

9) <u>Residence: 100 Ramsey Road, Wilmington, DE 19803</u>
Single family detached home, detached garage, and 0.5 acres.

This property is a 1,350 SQ FT 3 bedroom and 1.5 bath home with a screened porch and detached garage. This home is allotted 0.5 acres.

10) Residence (farm): 140 Beaver Valley Road, Chadds Ford, PA 19317

This residence is part of a farm complex, house, barn and pastures and is rented by the same person.

This property is a 2,933 SQFT single family detached home with 4 bedrooms and 2 full baths all on 28 acres. The property has oil heat (forced warm air) and an 80 gallon electric hot water heater. There is no central air in the property.

11) Barn & Pasture: 140 Beaver Valley Road Chadds Ford, PA 19317

This property is a 14 stall, 2-story bank barn with electricity running to it that is currently being used as a horse boarding facility. It includes 26.5 acres of pasture.

12) <u>Residence (farm): 800 Beaver Valley Road, Wilmington, DE 19803</u>

This property is part of a farm complex that includes a barn and pasture; the house and barn are rented by separate individuals. The entire farm complex is approximately20 acres.

This property is a 4,025 SQ FT detached single family home with a five car detached garage. The house has five bedrooms and three and a half baths. This property also features a private pond and a small spring house. There is a measure of functional obsolescence noted as the access to one of the bedrooms is through another bedroom. The home has oil heat (radiator) and an 80 gallon electric water heater. The residence includes 2 acres.

13) Barn & Pasture: 800 Beaver Valley Road Wilmington, DE 19803

This property features a 13-stall, 2-story bank barn (2 acres) with 15 acres of pasture. The barn has a tack room along with hot and cold running water. The barn is currently being used as a horse boarding facility.

14) Residence (farm): 4700 Thompson Bridge Rd Wilmington, DE 19803

This residence is part of a farm complex, house (1 acre), shed, barn (1 acre) and pastures (18 acres) is rented by the same person.

This property is a 2,100 SQ FT single family home with 3 bedrooms and 2.5 bathrooms. This home features an updated kitchen, hardwood floors, and 2 small porches. The home has oil heat (baseboard) and a 80 gallon electric water heater. There is a 3-bay open garage that is also assigned to the house.

15) Barn & Pasture: 4700 Thompson Bridge Rd Wilmington, DE 19803

This property is a bank barn, with electricity. It is currently being used as a horse boarding facility and includes 18 acres of pasture.

Please Note: This site will potentially only be a part of the Master Lease for one year. If this property is removed from the Master Lease, it will not count towards the maximum 20% potential reduction in gross revenue.

16) Residence (farm): 500 Woodlawn Road Wilmington, DE 19803

This residence and the one that follows are part of a farm complex (2 houses, barn and pastures) with units rented individually.

This residential unit is a 1,825 SQFT single family detached home on 2 acres. The home consists of 3 bedrooms and 2 full baths. There is a shared three car detached garage. The property has oil heat (radiator) and a 50 gallon electric hot water heater. There is no central air in the property.

17) Residence: 502 Woodlawn Road Wilmington, DE 19803

This residential unit is a 1,275 SQFT single family home with 3 bedrooms and 1 bath all on 0.5 acres. This home currently shares the three car detached garage with 500 Woodlawn Road. The property has oil heat (forced warm air) with a 40 gallon electric hot water heater. There is no central air in the property.

18) Barn & Pasture: 500A Woodlawn Road Wilmington, DE 19803

This barn unit is a large 2-story barn (1 acre). The barn is currently separated into two separate leases. The lower level includes 10+ horse stalls and 23 acres of pasture and is currently being used as horse boarding facility. The upper level of the barn is currently being used as storage for a canoe outfitter.

19) Remaining Agricultural Land: 246 acres

Agri-tourism	28 acres
Hay	66 acres
Corn/Soybeans	142 acres
Pasture	10 acres

C. NATIONAL PARK SERVICE AND THE FIRST STATE NATIONAL HISTORICAL PARK

America's National Park Service was created by Congress to "conserve the scenery and the natural and cultural 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, the 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. For specific information about First State National Historical Park visit www.nps.gov/FRST.

First State National Historical Park is administered by the Secretary of the Department of the Interior ("Secretary") through the National Park Service pursuant to the National Park Service Organic Act, 16 U.S.C. Section 1 et seq., and the First State National Historical Park Act (S. 347).

The purpose of the First State National Historical Park is the preservation, protection, and interpretation of the nationally significant cultural and historic resources associated with early Dutch, Swedish, and English settlement of the colony of Delaware , The role Delaware played in the birth of the United States as the first state to ratify the Constitution and the development of the cultural landscape of the Brandywine Valley .

1) Brief Background of Landscape Preservation in Beaver Valley

   The Beaver Valley unit comprises 1,100 acres adjacent to the Brandywine Creek. The land was purchased by William Penn in 1682 and later divided by a boundary arc to create the separation between Pennsylvania and Delaware. The land known as Beaver Valley was sold predominantly to Quakers who had begun settling in the area before 1690. William P. Bancroft, a Quaker industrialist began purchasing land in 1906. He amassed property with farm fields, forests, old farmsteads, bridges and trails to provide permanent recreational opportunities for the residents of Wilmington.

   Today, the National Park Service is responsible for preserving and protecting the past as well as managing the landscape for the present for both cultural and natural landscape features. The stone buildings, bank barns, pastures and crop fields contribute to the scenic beauty just as much as the rolling terrain, forests, streams and flowing Brandywine.

2) Environmental Stewardship and Sustainability

   The park hosts a Stream Stewards Program consisting of highly trained volunteers who regularly monitor water quality in the sub-watersheds of the park. Additionally, the Park collaborates with the University of Delaware, The Brandywine Nature Conservancy and the Stroud Water Research center to monitor the chemical components of the water in the streams. Thus it is paramount that the park manages land use in a way that does not impact water quality in a negative way. The Park Service in general, views energy and natural resource conservation an important part of any project or process.

3) Jurisdiction – Zoning, Building Codes, State and Local Taxes and Assessments

   First State National Historical Park is under exclusive jurisdiction of the Federal Government and is not subject to the zoning regulations of Pennsylvania or Delaware. Construction design, authorization, and permitting utilize one or several of the following; the Secretary of Interior's Standards and Guidelines, National Historic Preservation Act (NHPA) and Section 106 compliance, The National Environmental Policy Act (NEPA),

International Building Code (IBC), International Residential Code (IRC), California Historical Building Code (CHBC), NFPA13, NFPA Section 914 Protection of Historical Structures, Americans with Disabilities Act (ADA), Architectural Barriers Act (ABA) and the California Building Code accessibility section (T-24).

Under exclusive jurisdiction, the Federal Government possesses all of the governmental authority with limited exceptions. For example, the State has the right to service civil or criminal process in the Park for activities which occurred outside the Park and the State has a limited right to levy and collect certain kinds of State taxes.

One of the Lessee's obligations under the Lease is to 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 agreement including but not limited to the National Environmental Policy Act, the National Historic Preservation Act, and the Federal Fair Housing Act.

It is the responsibility of the Lessee to determine whether it is subject to specific taxes and assessments. 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.

D. PROPOSAL SELECTION CRITERIA OVERVIEW

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

Criterion 1: INTENDED USE AND MANAGEMENT: *The compatibility of the proposal's intended use of the leased property with respect to preservation, protection, and visitor enjoyment of the park.*

- The degree to which Offeror's proposal provides an appropriate use and maintenance of the leased property with respect to preservation and protection goals and responsibilities of the First State National Historical Park
- The compatibility of the proposal's management of the offered property with respect to ability and approach to planning and implementing management goals and responsibilities.

Criterion 2: HISTORIC PRESERVATION. *The compatibility of the proposal with the historic qualities of the property.*

- The degree to which your proposal ensures that the program of building rehabilitation or improvement will conform to all applicable standards and be compatible with the Park's status as a National Historical Park.
- The effectiveness and experience of the Offeror to implement and manage a Repair and Maintenance Plan to address rehabilitation consistent with the Secretary of the Interior's Standards 106 and compatible with the Park's status as a National Historical Park.

Criterion 3: STATEMENT OF FINANCIAL CAPABILITY. *The financial capability of the Offeror to carry out the terms of the lease.*

- The degree of reasonableness of estimates made in Statement of Financial Capability of building rehabilitation costs, management and operating expenses, revenues, and net income associated with managing, subleasing, repairing, maintaining, and rehabilitating the properties.
- The degree to which your general information statement clearly and sufficiently describes the legal form of your organization, its structure, and its relationship to other affiliated entities, contractors, or consultants identified as part of your proposal, and its adequacy to undertake implementation and management of the property.

Criterion 4: RENT, TERMS AND CONDITIONS. *The benefit to NPS of the financial and other terms and conditions of the proposal, including, without limitation, the amount of percentage rent proposed and other proposed lease terms and conditions.*

Criterion 5: PREVIOUS EXPERIENCE. *The experience of the Offeror demonstrating the managerial capability to carry out the terms of the lease.*

- The degree to which Offeror's Demonstration of Qualifications is for residential property of similar size and under similar circumstances, including, if applicable, your experience in managing a building rehabilitation and improvement project.

Criterion 6: ENVIRONMENTAL STEWARDSHIP AND SUSTAINABILITY. *The ability and commitment of the Offeror to conduct its activities in the Premises in an environmentally enhancing manner through, among other programs and actions, natural resource protection, energy conservation, waste reduction, recycling and, water and soil conservation.*

- The degree to which your proposed Environmental Plan demonstrates your commitment to the Park's goals regarding waste management and recycling, energy, water and soil conservation, and integrated pest management.

See Evaluation and Selection Process for specifics on how NPS will measure and qualify your proposal's responsiveness to the above Criteria.

E. PROPOSAL CONTENT

1) In General

The proposal should be prepared simply and economically to provide a straightforward, concise description of the Offeror's expertise and capability to perform under the terms of the Master Lease. For the page limits set out for any Criterion, please note that the Service will not review or consider the information on any pages that exceed the page limitation stated. The Service considers text on two sides of one sheet of paper to be two pages. In the body of the proposal, Offerors must use normal sized font, such as 11 or 12 point, and 1 inch margins on all sides. Tables, charts, graphs, provided forms, and copies of sample material using less than 11 point font are acceptable. The Service wants clear and concise answers and will not necessarily consider a longer answer to be a better answer. Please respond only with the information requested in the criterion. An effective Offeror will utilize the same outlining and naming format used in this RFP for their proposal. Attachments should reference the subject and outline identifier (e.g. Criterion 2.Historic Preservation)

You are asked to answer questions or supply specific information in response to specified items. Please label your responses correspondingly, and respond fully and accurately to all questions/requests. If the required information is not provided, the proposal may be determined non-responsive and not evaluated further.

2) Information Requested

- Transmittal Letter

Submit as the cover of the proposal, a Transmittal Letter to NPS which states that the Offeror in submitting its proposal, is capable of meeting all criteria, has provided all required content, and is authorized to enter into the lease under the Offeror's proposed terms and conditions. The letter of transmittal must provide a single point of contact, mailing and e-mail addresses and telephone and fax numbers. See Attachment G for a sample letter.

In the letter, you should also identify any factors that would constrain your ability to enter into lease negotiations in or about October/November 2016, and enter into a Master Lease on or about December 1, 2016 as well as any other timing constraints that would impact your proposed schedules. Inability to enter into this agreement within this time frame may result in a lower score.

The NPS will only consider proposals that encompass all properties listed herein.

- Criteria Submittals

CRITERION 1. INTENDED USE AND LEASE MANAGEMENT. Not to exceed 20 pages excluding attachments. The purpose of this component of your proposal is to provide the NPS with a concise discussion of your proposed use of the leased property with respect to preservation, protection, and where relevant, visitor enjoyment of the park.

i. Provide an overview of how you will manage the Premises.
ii. Offeror will discuss their ability and approach to planning and to implementing a Repair & Maintenance Plan utilizing the Repair & Maintenance Reserve (described in A.5.2 of this RFP and the Draft Master Lease), a Leasing Plan, and a Property Management Plan for all of the offered historic residential buildings made available under this RFP. Maintenance plan should include details on how the lessee plans to maintain and service the water service and the septic systems.
iii. Describe daily management and operating procedures, including repairs and cyclic maintenance, rules and regulations, occupant complaints, rent collection, accounting, and legal compliance, including compliance with all applicable fair housing laws.
iv. Address marketing and leasing efforts, including advertising and outreach, leasing office operations and hours of operation, for this lease.
v. Application of sublease eligibility criteria (see Attachment C for sample criteria.) Describe mechanisms to be used to follow the criteria for eligible occupants, monitoring eligibility upon initial sublease and subsequent lease renewals. Address issues such as change in eligibility.
vi. Provide likely sublease terms and conditions. Include a sample sublease if possible as an attachment.
vii. Describe your methods for determining fair market rent.
viii. Provide a description of financial and operational reports Offeror recommends for this Master Lease.
ix. Provide a summary of any special systems or procedures unique to Offeror which would be of direct benefit in overseeing Lessee's property management operations.
x. Provide a summary of the technology Offeror offers that will ensure an efficient management operation, including all software and database programs used.
xi. Detail staffing for management of the Premises. Describe required skills for each position.
xii. Describe any on-site office or other facility needs. Note: a resident manager is not required under this lease.
xiii. Key Personnel:

Provide position descriptions for both on-site and/or off-site managers, as well as all other key personnel who will be assigned to this Master Lease. Include Key Personnel described in Section 5.7 of this RFP using the following form:

Minimum Qualification Information (Offerors may provide more information than listed in this table).				
	Relevant Experience and Involvement with Comparable Projects	**Minimum Qualifications**	**Certifications (if applicable)**	**Average Hours Per Week**
Property Manager				
Assistant Property Manager				
Maintenance Manager				
Other (Describe)				
Other (Describe)				
Other (Describe)				

CRITERION 2. HISTORIC PRESERVATION. Not to exceed 5 pages excluding attachments.

i. Provide a concise discussion of how you will maintain and rehabilitate the Premises, describe historic preservation treatments, fixture upgrades, and other physical improvements you will undertake to preserve and make the housing units marketable. Relate your proposed physical improvements to the fullest extent possible to your historic preservation, building maintenance, and occupancy goals.

CRITERION 3. STATEMENT OF FINANCIAL CAPABILITY and ORGANIZATIONAL STRUCTURE, not to exceed 20 pages excluding attachments.

The purpose of this request is to demonstrate your financial capability to undertake management of the residential units commensurate with your Plans.

Note to Offeror:
In the event the Offeror is not the legal entity that is to be the Lessee, provide the information described below with respect to both the Offeror, including all partners in a joint venture, and the proposed Lessee. Also describe the Offeror's financial relationship to the proposed Lessee. If the entity that is to be the Lessee is not formally in existence as of the time of submission of a proposal, a proposal must demonstrate that the individuals or organizations that intend to establish the entity that will become the Lessee have the ability and are legally obliged to cause the entity to be financially and managerially capable of carrying out the terms of the Master Lease. In addition, the Offeror must unconditionally state and guarantee in its proposal that the Offeror will provide the Lessee with all funding, management and other resources that the proposal offers.

i. Financial Reports- Please submit the following items:
   1. Your organization's current monthly operating and capital budgets.

2. For corporations and partnerships, provide audited financial statements for the previous two fiscal years including the notes to the statements or similar explanatory material. If you are unable to provide audited statements, please provide an explanation. Financial statements should be provided for the Offeror AND all parent companies. Personal financial statements must be provided for any owners of a sole proprietorship or general partners within a partnership.

-OR-

If the requested information is not available or not representative of your financial history, present an explanation in sufficient detail to enable a reviewer to fully understand the reasons why, and provide comparable evidence, accompanied by a description, of your financial track record.

1. For sole proprietors or individual investors, provide personal financial statements for the previous two fiscal years.
2. Your organization's most recent annual report, if applicable.
3. The completed **Business History Information** form provided as Attachment D.
4. A current credit report (within the last six months) in the name of the Offeror from a major credit reporting company such as Equifax, Experian, or Dunn & Bradstreet.

ii. Pro Forma- Utilizing Attachment I,(Three tabs) please provide an estimate of the start-up expenses and investments, revenues and operating expenses for all years covered by your proposed Master Lease term. You should identity all revenue sources and any fees to be charged as part of the Master Lease terms. Describe the basis of all assumptions in the pro forma to the fullest extent possible, including those regarding subtenant (e.g. resident) rent payments, any inflation factors, other occupancy and management costs.

iii. Provide documentation proving your ability to provide funds to cover the first two months of Repairs & Maintenance expenses reimbursable to Lessee through an adjustment to Percentage Rent within approximately six months of Rent Commencement. Provide documentation proving your ability to pay a $25,000 security deposit for the first two years of the Master Lease. For both of these questions:

1. If funds are to be obtained from operating cash flows, document each source and availability of these funds by referencing your previous and current audited financial statements.

2. If funds are to be obtained from lending institutions (banks, savings and loans, etc.), provide financing agreements, letters of commitment or similar supporting documents. The support documents must, at a minimum, include the amount of the loan, the interest rate, the term of the loan and any encumbrances on the loan. Also, include a letter (addressed to the National Park Service from the Lender), which provides compelling documentation as to the likely amount of funds available to the Offeror at the start of the Master Lease. Include the lending institution contact name on the letter and authorize the lending institution to release any information to the National Park Service concerning relevant financing arrangements.

3. If funds are to be obtained from an individual, or a corporation whose primary fund source is an individual, provide the following as appropriate:
   - Current personal financial statement for the primary source of funds.
   - Documentation of any assets to be sold.
   - Written funding commitment from the individual or corporation.

- Any other assurances or documentation that makes a compelling demonstration that the funds are available.

4. If funds are to be obtained from working capital liabilities (such as advanced deposits or accounts payable), please provide estimates and a rationale for each estimate. The information provided should be of sufficient detail to allow a reviewer to fully understand how the estimates were determined.

5. If funds are to be obtained from another source (i.e., a corporation whose primary fund source is not an individual), provide the following as appropriate:
   - Written funding commitment from the fund source.
   - Any other documentation that is necessary to create a compelling demonstration that the funds required to operate this business opportunity are available.

iv. Confirm your organization's ability to provide annual audited financial statements as part of the Annual Review process. If you are unable to meet this requirement, please provide a detailed explanation of why reviewed financial statements would be sufficient.

v. Provide general information regarding Offeror's information, organizational structure, insurance, representations and certifications. If the Offeror is a business, provide the identification and credit information described in Attachment G to this RFP. If the Offeror is not a business but an individual or partnership, provide the identification and credit information described in Attachment H to this RFP.

vi. Specify Delaware Valley presence (e.g. offices, resources and staffing within 50 miles of Wilmington, DE).

vii. Provide the name, address, telephone number of the proposing organization and the principal person(s) authorized to negotiate on its behalf.

viii. Describe the type of legal entity with which the NPS would contract (e.g. individual, corporation, partnership, joint venture, etc.) including the date of the legal establishment of the entity. Include any legal restrictions and/or requirements needed prior to signing a Master Lease agreement with the NPS.

ix. If the Offeror will utilize the services of outside consultants or advisors to plan, design, negotiate leases, manage construction, or otherwise implement your Plans, identify all known parties and describe the nature and type of their services, as well as qualifications

x. List of any pending administrative or judicial actions against Offeror (or any of its principals), including debarment actions, and current status or results thereof. Please disclose any filings for bankruptcy, fines levied by governmental agencies, or legal proceedings against any participating organization, employees, corporate officer, or entity that might have a material effect on your ability to perform any future negotiated lease agreement. Please include the date of occurrence, contact person, telephone number, and address.

CRITERION 4. RENT, TERMS AND CONDITIONS. Provide your proposed monthly Percentage Rent Payment to NPS, not to exceed 2 pages excluding attachments.

Monthly Rent shall be expressed as a Percentage Rent as set by the accepted proposal matching or exceeding the minimum Percentage Rent as established by appraisal or market study. The appraised minimum Percentage Rent is 80%.

Discuss any terms and conditions in the Draft Master Lease that you intend to negotiate with NPS.

CRITERION 5. PREVIOUS EXPERIENCE. Demonstrate your qualifications to provide top quality management of the units commensurate with your Plans. Not to exceed 20 pages excluding attachments. In order to be considered qualified, responsive and responsible, an Offeror must submit the items listed below. If this information is not provided, the Offeror may be determined non-responsive and will not be evaluated further.

i. Describe Offeror's relevant and specialized experience and its role in current and past projects of similar scope and complexity. Provide at least three brief descriptions of experience on similar projects that highlight Offeror's ability to provide superior performance.

ii. Include information on subleasing and using rules and regulations as they relate to housing, including initial screening process of residential subtenants and annual sublease re-certifications.

iii. Describe, in detail, your experience managing at least one similar residential project of at least 15 units in size, including experience with residential property repairs, maintenance, leasing, and management. This description should include all experience related to the management and operation of residential buildings.

iv. Provide a property management plan for a property similar to FRST managed within the last five years. (If you consider this or any other submittal item confidential, please identify accordingly. For this item, property names may be deleted. See Section I., Proposals Considered Public Documents.)

v. Provide actual monthly financial and operational reports for a similar property managed within the last three years. Include any summary reports and a table of contents for detailed schedules that are typically attached. (If you consider this or any other submittal item confidential, please identify accordingly. For this item, property names may be deleted. See Section I., Proposals Considered Public Documents.)

vi. Provide a chart of ALL properties Offeror has managed in the last three years, including those it currently manages in the Delaware Valley Area. Include name, location, size and type of property. Indicate the length of time it has managed the properties, percentage of ownership it has in any of the properties, names of all owners and a reference contact.

CRITERION 6. ENVIRONMENTAL STEWARDSHIP AND SUSTAINABILITY. Describe methods and approaches you will use to minimize impacts to the environment. Include any innovative environmental stewardship programs and operating procedures. Not to exceed 10 pages excluding attachments.

The NPS expects the Lessee to engage in building operating and maintenance practices that maximize, to the fullest extent feasible, the following:

i. Waste Management and Recycling-Describe how you will meet applicable federal, state, and local requirements and goals, and make every effort to reduce, reuse, and recycle solid waste.
ii. Energy Conservation- Describe how you will develop and implement a comprehensive plan for energy conservation.
iii. Water Conservation- Describe how you will implement conservation awareness amongst the subtenants.
iv. Integrated Pest Management- Describe how you will implement and manage compliance with the NPS IPM Program, which emphasizes preventive measures and restricts use of chemicals and pesticides only in the absence of other alternatives.

The NPS expects the Lessee to engage in land management practices that minimize, the fullest extent possible, the following:

i. Natural Resource Protection – Describe how you will implement and manage land use practices to reduce erosion, water runoff and nutrient leaching into streams.

F. 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. 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 proposal as determined under the selection criteria without further submittals or presentations. If this cannot be done, NPS will select those 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 negotiate the terms of the final Master Lease with the Offeror determined to have submitted the best proposal under the selection criteria. Award of a Master 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 Master Lease or terminate this solicitation without liability to any person.

Please note that all criteria will be evaluated commensurate with your Plans. In other words, your experience and financial capability must match the scale and scope of your Plans.

G. ADDITIONAL INFORMATION AND MODIFICATION 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 Offerors that submitted responsive proposals are given an opportunity to amend their respective proposals.

H. MASTER LEASE TERMS AND CONDITIONS

1) Term of Master Lease

The Master Lease to be awarded under this RFP is to have a term that is as short as possible. The Master Lease will not be extended, except that, leases with an initial term of one (1) year or more 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 NPS.

2) Lease Provisions

The Master Lease to be awarded under this RFP will contain the provisions required by Part 18 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 termination for cause or default provision;
- Appropriate provisions requiring the Lessee to maintain the leased property in good condition throughout the term of the Master 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 or sublesse 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;
- Appropriate provisions stating that the Lessee has no rights of renewal of the Master Lease or to the award of a new Master Lease upon Master 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.

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

I. 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.

NPS does not warrant and assumes no liability for the accuracy of the information provided in this RFP.

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ATTACHMENTS

A – Draft Master Lease
B – Property Inventory and Fair Market Rents
C – Resident Selection Guidelines
D – Business History Information Form
E – Business Organization – Corporate and LLC
F – Financial Forms
G – Sample Offerors Transmittal Letter
H – Lease Premises Map