

National Park Service

U.S. Department of the Interior

Gateway National Recreation Area

Brooklyn and Queens, NY



## Request for Proposals

Golf Driving Range  
Flatbush Avenue  
Brooklyn, NY

&

Jacob Riis Park Golf Course  
Queens, NY



Photos are credited: Aviator Sports and Events Center and Golfpass.com

**Key Dates for this Request for Proposals**

<b>RFP Release Date: Monday, January 6, 2025</b>
<b>Site Tours: NPS will provide notice to interested parties about site visits to be scheduled at a later date.</b>
<b>Question Submission Deadline: Friday, February 28, 2025</b>
<b>Proposal Submittal Deadline: Monday, March 10, 2025 - By 1:00 PM</b>
<b>Anticipated Date for Selection of Qualified Proposals: Four to Six Weeks after Submittal Deadline</b>
<b>Anticipated Lease Effective Date: Subject to Negotiation or TBD</b>

## Table of Contents

<b>SUMMARY OF LEASING OPPORTUNITY</b>	<b>5</b>
<i>Overview of Properties Offered for Lease – This RFP includes lands and facilities at two (2) Locations</i>	5
Site Map and Location, Flatbush Avenue Driving Range, Brooklyn:	9
<i>Allowed Uses of the Lease Premises</i>	10
<i>Key Information About This Leasing Opportunity</i>	10
<i>Jurisdiction</i>	12
<i>Term of the Lease</i>	12
<i>Rent</i>	13
<i>Insurance</i>	13
<i>Utilities</i>	13
<i>Maintenance Responsibilities</i>	13
Lessee’s Responsibilities	13
<i>Key Personnel</i>	14
<i>Premises Condition</i>	14
<i>Contractors</i>	14
<i>Sustainability</i>	14
<i>Other Terms and Conditions</i>	14
<i>Competitive Process</i>	14
<i>Appointments-Only Site Tour and Additional Information</i>	14
<i>Proposal Submission Protocol</i>	15
<i>Authority</i>	15
<b>NATIONAL PARK SERVICE AND GATEWAY NATIONAL RECREATION AREA</b>	<b>16</b>
<b>FLOYD BENNETT FIELD / FLATBUSH AVENUE</b>	<b>16</b>
<b>JACOB RIIS PARK</b>	<b>16</b>
<b>REQUIREMENTS</b>	<b>16</b>
<b>PROPOSAL EVALUATION AND SELECTION GUIDELINES</b>	<b>17</b>
<b>PROPOSAL CONTENT AND CRITERIA</b>	<b>18</b>
<i>Checklist of the Components of a Responsive Proposal</i>	18
<i>Required Information</i>	19
Offeror Identification	19
Criterion 1: Proposed Use and Operations Consistent with National Park Service Values	19
Criterion 2: Improvements, Maintenance, and Preservation of the Historic Quality of the Property	19
Criterion 3: Financial Capability of the Offeror	20
Criterion 4: Demonstrated Experience Operating a Similar Property	21
Criterion 5: Environmental Enhancement	21
Criterion 6: Financial and Other Terms Offered	21

<b>EVALUATION AND SELECTION PROCESS</b>	<b>22</b>
<b>ADDITIONAL INFORMATION AND MODIFICATION OF PROPOSALS</b>	<b>22</b>
<b>LEASE TERMS AND CONDITIONS</b>	<b>22</b>
<i>Term of Lease</i>	22
<i>Conditions</i>	22
<i>Lease Provisions</i>	22
<b>PROPOSALS CONSIDERED PUBLIC DOCUMENTS</b>	<b>23</b>
<b>ELIGIBILITY:</b>	<b>24</b>
<b>Attachment A: Sample Lease</b>	<b>25</b>
<b>Attachment B: Identification and Credit Information Forms</b>	<b>25</b>
<b>Attachment C: Financial Information for Revenue Producing Uses Forms</b>	<b>25</b>
<b>Attachment D: Sample Offeror Transmittal Letter</b>	<b>25</b>
<b>Attachment E: Description of Required Improvements, Golf Facilities</b>	<b>25</b>

## SUMMARY OF LEASING OPPORTUNITY

This Request for Proposals (RFP) provides the opportunity for any interested individual or organization, hereinafter referred to as “Offeror” to submit proposals to the National Park Service (NPS, ‘Lessor’) to lease NPS lands and facilities located in the Jamaica Bay Unit of Gateway National Recreation Area under the following general terms and conditions.

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

**This is one of two opportunities currently open to Applicants. A separate RFP for a 117,000 sq. ft./- sports and event center is posted here:**

[Do Business With Us - Gateway National Recreation Area \(U.S. National Park Service\)](#)

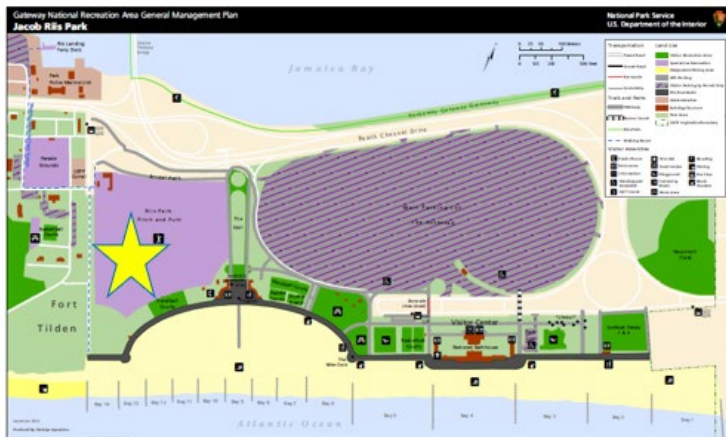
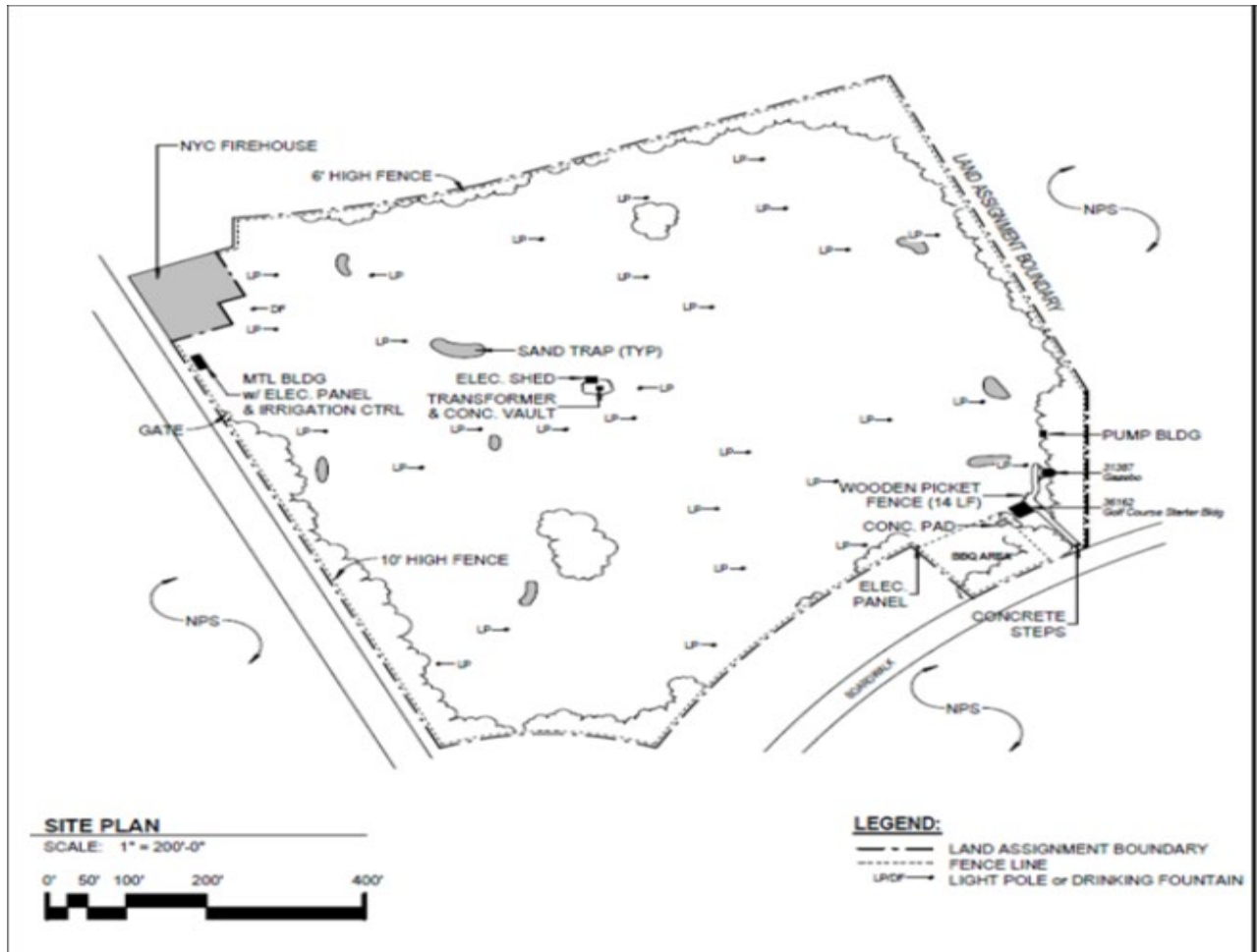
### Overview of Properties Offered for Lease – This RFP includes lands and facilities at two (2) Locations

**Location 1, Jacob Riis Park Golf Course, Queens, NY:** Across from the Atlantic Ocean via a path that diverges from the boardwalk lies the Jacob Riis Park “pitch and putt” golf course in Rockaway, Queens. The facilities at Jacob Riis Park are part of a Historic District and include a par 3 18-hole Pitch and Putt golf course, practice area, a service building, and a gazebo. The course area is approximately 21.6 acres and includes irrigation and electric infrastructure. The golf course is minutes from the Marine Park Bridge, Breezy Point, and Belle Harbor. Seasonal operations typically run from the end of March until mid-November. Offerors are not limited to seasonal operation. Offerors may propose additional activities which NPS may authorize so long as NPS determines per its sole discretion that such activities are consistent with the purposes established by law for the park area.



### Site Map and Location – Jacob Riis Park Par 3, 9-Hole Golf Course

The premises are part of a Historic District and include a par 3, 18-hole golf course with a small starter building. Course area is approximately 21.6 acres and includes irrigation and electric infrastructure.



Facilities included with Lease, Jacob Riis Par 3, 9-hole Golf Course (a.k.a. Pitch and Putt):

Description	Historic	Area/SQ FT
Golf Course Starter Bldg.	Yes	221

**Starter Building:**



The Starter Building is a historic structure. Please see the following link for the Historic Structures Report for Jacob Riis Park [https://www.nps.gov/parkhistory/online\\_books/gate/jacob\\_riis\\_hsr.pdf](https://www.nps.gov/parkhistory/online_books/gate/jacob_riis_hsr.pdf).

Any proposed improvement to or modification of historic structures or historic districts, including landscapes or viewsheds must be undertaken in accordance with the Department of Interior, Secretary of Interior Standards for Treatment of Historic Properties (Standards). Information about the Standards can be found here: <https://www.nps.gov/tps/standards/four-treatments/treatment-guidelines.pdf>.

**Parking:**

While there is no parking available directly adjacent to the Jacob Riis Park Pitch and Putt, parking for approximately 9,000 vehicles is available in the Riis Beach Parking Lot an easy walk to the Jacob Riis Beach and golf course. Recreation Area Fees are in effect from Memorial Day Weekend through Labor Day Weekend at cost of \$20 per vehicle. NPS is prohibited from waiving Recreation Area Fees. Parking is not included in the land assignment. The selected Applicant will be required to purchase daily or seasonal parking passes for itself and its employees during the summer season.

**Maintenance Storage Shed (not included):** The maintenance storage shed is the personal property of the current operator and is not included as part of the assigned lands and facilities. Offerors should address the type and nature of temporary facilities they may require in connection with the proposed use and occupancy of the Premises.

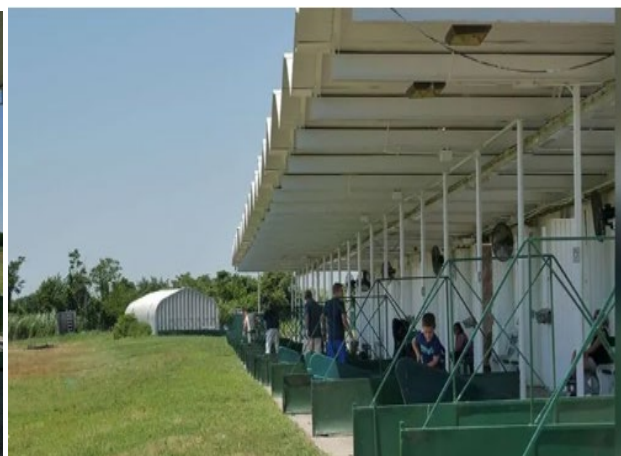
**Location 2, Flatbush Avenue Driving Range, Brooklyn:** Located at 3200 Flatbush Avenue, Brooklyn, NY, approximately 1 mile from Exit 11S on the Belt Parkway is Brooklyn’s only full-size driving range. The driving range is located on the southbound side of Flatbush Avenue, next to the Gateway Marina. The driving range facilities include 71 tees (20 covered and heated tees), pro shop facility, maintenance building, putting area, miniature golf course, and a few small buildings used for related services. Seasonal operations typically run from the end of March until mid-November. Offerors are not limited to seasonal operation. Offerors may propose additional activities which NPS may authorize so long as NPS determines, at its sole discretion, that such activities are consistent the purposes established by law for the park area.

The Flatbush Avenue driving range consists of 20 covered and 51 uncovered tees, mini golf, practice green, chipping area, and parking lot. The driving range includes irrigation and lighting. The Offeror will be required to provide all personal property necessary for use in connection with the operation. Such personal property may include but is not limited to golf balls, tees, golf ball retrieving equipment, and other supplies, materials, and equipment typically associated with the operation of similar facilities.

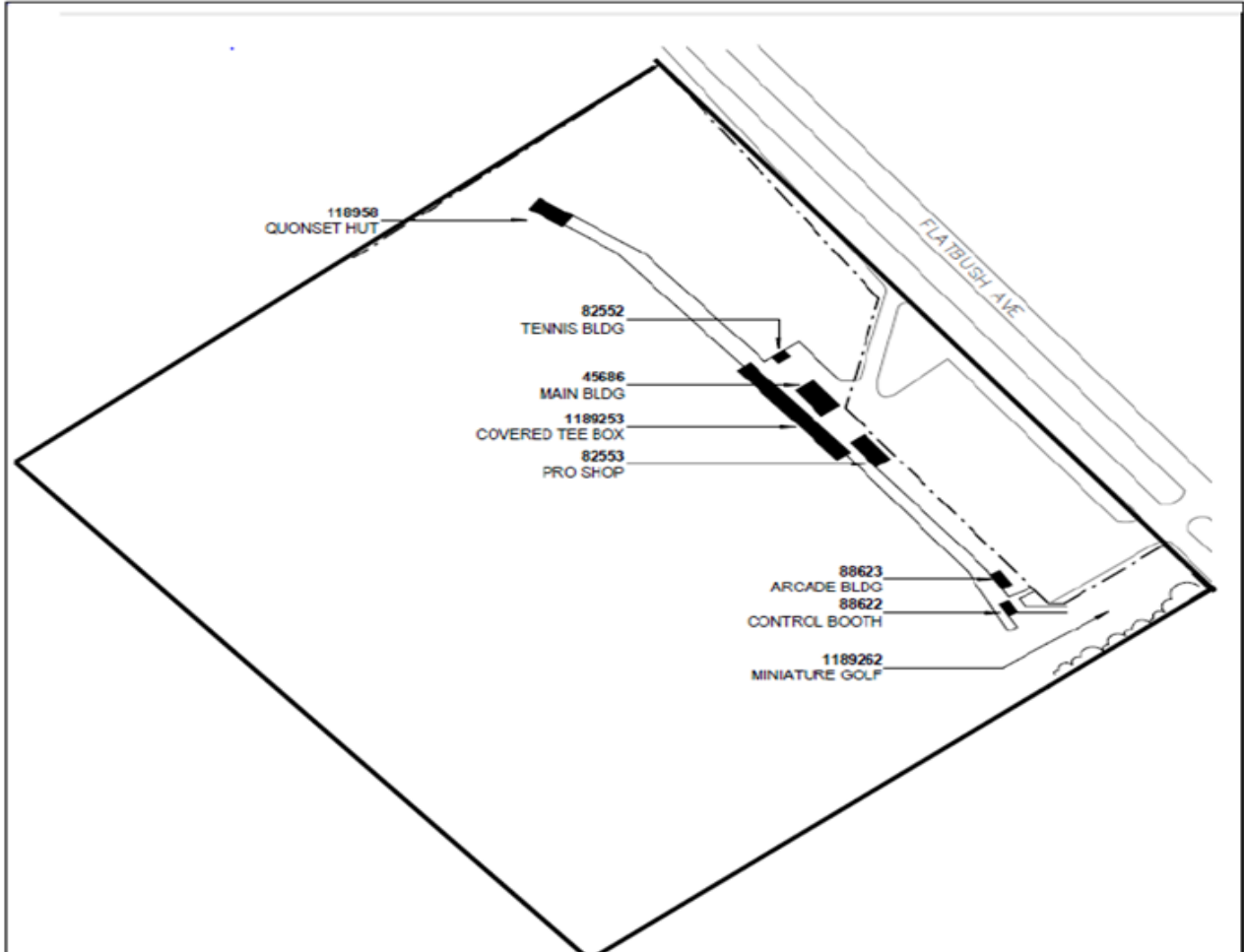
The Driving Range may be subject to future environmental investigations that could impact operations for a period of time. Offerors should consider the following prior to submitting proposals:

- Whether the Offeror is able to limit any proposed improvements to the Driving Range and related facilities to slab or above grade. **Ground penetration will not be authorized as part of any proposals to improve or repair.**
- Whether this opportunity as a whole remains viable for the Offeror in the event use of the driving range is discontinued (additional information below).

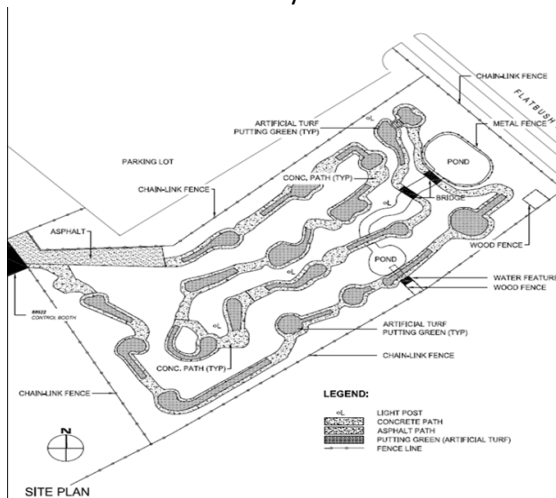
This location also includes a Miniature Golf Course. The miniature golf course has been out of service for an extended period of time. The dimensions are: northern boundary 1,239'; southern boundary 1,200'; eastern boundary 1,200'; western boundary 1,200' subject to the reservation by NPS of an area approximately 100' wide, adjacent to the mini-golf facilities and the boundary adjacent to the marina, depicted in the map below which the Lessee may utilize at NPS discretion, until such time as NPS determines at its sole discretion the reserved area must be utilized for park purposes. The bridges within the mini golf course are personal property of the current operator. Offeror should expect to provide their own personal property in order to use and occupy the facilities or should be prepared to make arrangements with the current operator to acquire same.



**Site Map and Location, Flatbush Avenue Driving Range, Brooklyn:**



**Miniature Golf and Area Reserved by NPS:**



*Area depicted in red is reserved for NPS use as described herein*



Buildings included at the Flatbush Avenue location:

Description	Historic	Area/SF
Golf Driving Range Main Bldg.	No	951
Golf Driving Range/Tennis Bldg.	No	152
Golf Driving Range/Pro Shop	No	1000
Golf Driving Range/Control Booth	No	287
Golf Driving Range/Arcade Bldg.	No	496
Driving Range Covered Tee Box	No	4331
Driving Range Quonset Hut	No	1469

The golf facilities and associated land (both locations) are currently operated by ARKLOW FBF under a legal authorization valid through April 13, 2025.

### Allowed Uses of the Lease Premises

The proposed Lease will authorize the continued operation of the existing driving range, practice green and mini golf complex located on Flatbush Avenue and Pitch and Putt golf course at Jacob Riis Park. The proposed Lease may also authorize incidental activities related to the primary use, subject to NPS review and approval at NPS’s sole discretion, of any additionally proposed activity. The premises shall be subject to the general supervision and inspection of the NPS and to such rules and regulations regarding ingress, egress, safety, sanitation, and security, as may be prescribed by the Park Superintendent from time to time. The Lessee shall be responsible for the maintenance and repair of the Premises and any improvements to the Premises that may be necessary during the term of the Offered Lease. The facility is located in a public space.

### Key Information About This Leasing Opportunity

- **Use of the Facilities to Date:** The facilities are underutilized. The NPS is seeking an operator who can improve the facility, the offerings available, and the opportunity as a whole.
- **Deferred Maintenance:** The Flatbush Avenue driving range requires substantial repairs and improvements. The NPS estimates that the work needed to address deferred maintenance or other deficiencies may cost up to \$1 million. This estimate does not include the cost of tenant fit-outs for any

specific use. This estimate does not include any personal property owned by the current operator, the removal of which may impact the selected Offeror's operations as proposed.

- **Required Improvements:** The Lessee will be required to make the following repairs or improvements to the premises as part of the lease terms and conditions. A partial list of required repairs or improvements includes but is not limited to the following:
  - Any action required to address Life/Safety considerations at both locations

**Jacob Riis Pitch and Putt:**

- Replace starter hut roof with concealed fastener standing seam steel roof
- Repair box beam/fascia around the perimeter of the Starter Building
- Rewrap columns around the perimeter of the covered brick walkway repair brick step to the walkway at the Starter Building
- Replace exterior conduit and lighting at the exterior ceiling of the starter hut with LED lighting
- Enclosing the irrigation pump within a structure, install backflow protector and meter for potable water
- Groundskeeper Shed Replace double shop door at the south elevation of the building.
- Check and seal roof leak

**Flatbush Avenue Driving Range:**

- Repurpose/rehabilitate or demolish Tennis Building: Work may commence upon completion of NPS compliance review.
- Repurpose/rehabilitate or demolish Arcade Building: Work may commence upon completion of NPS compliance review.
- Install Smoke/Fire Detection System
- Repair parking lot and sidewalks
- Replace Flatbush Avenue Fence
- Roof, Driving Range - Repair or replace the covered driving range roof panels
- Roof Main Building - Roof and drainage repair/replacement (including gutters and downspouts)
- Fenestration repairs (replace rotted components)
- Repair east elevation wall, window, replace plywood soffit and fascia board as needed
- Repair and refinish west elevation wall, replace two windows and repair/replace lintel course over both windows
- Repair or replace the covered driving range roof panels and replace conduit and wiring
- Re-wrap structural columns
- Rehabilitate Main Golf Building structure, rehabilitate masonry column, replace soffit around building perimeter, add fascia to rafter ends on perimeter of building
- Install new single ply, 80 mil roof membrane or equivalent over rigid insulation providing drainage to east elevation of the building and install steel gutters at the east elevation of the building
- Renovate the restrooms at the north elevation. Restrooms must be ADA compliant
- **The lessee may have the option to demolish this building subject to Lessee's construction of an NPS approved alternative to the existing restrooms (slab or grade level restrictions apply).**

- **When making repairs or improvements, ground penetration beyond grade or slab level is prohibited at the Driving Range.**

For both locations, Offerors are responsible for deriving credible cost estimates based on industry standards for any improvements or repairs to the premises. **A list of required repairs or improvements is included in Exhibit E: Required Improvements, Golf Facilities.**

- **Building Codes and Zoning:** The premises are under the exclusive jurisdiction of the Federal Government and are not subject to the zoning regulations of Kings County. However, the NPS requires that any repairs or improvements to premises comply with the 2024 International Building Code and 2023 NFPA 70 (NEC), per National Park Service requirement, including the 2024 ICC Codes. The more stringent requirement will be used in the event there is a conflict between the 2024 IBC and the NY UCC requirements.
- **Historic Preservation:** The selected Applicant will be required to comply with the [Secretary of the Interior's Standards and Guidelines](#); National Historic Preservation Act (NHPA) and Section 106 compliance; National Environmental Policy Act (NEPA); NFPA 914 Code for Protection of Historical Structures when undertaking repairs or improvements to the premises. This means that construction design and drawings must be developed in keeping with the above.
  - **Please note that the selected proposal is likely to require compliance review in accordance with one or more of the laws, regulations or policies listed above. The cost of any such compliance process as well as the costs of plan review, code review, construction inspections, and any permitting required shall be borne by the Lessee.**

### **Jurisdiction**

The lands and facilities available for use and occupancy under this RFP are located in an area subject to concurrent law enforcement jurisdiction. Under concurrent jurisdiction, the U.S. Park Police and the Police Department of The City of New York (NYPD) share the governmental authority for law enforcement purposes, and unless otherwise stated, the laws of both governments are applicable.

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

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

### **Term of the Lease**

The term of the lease shall not exceed 10 years. The lease term will commence as soon as possible following selection of the best offer pending completion of any required compliance review and rent determination required by the Department of the Interior's (DOI) Appraisal Valuation Services Office (AVSO) or its designee.

- **Offerors should note that NPS will reserve the right to modify the lease and restrict or exclude use of the Flatbush Avenue Driving Range and related facilities based on the results of environmental surveys or assessments that NPS intends to conduct in the area at some point**

**during the lease term. In the event the NPS determines use of the Driving Range and related facilities must be restricted or entirely prohibited, the lease will be amended to account for the corresponding change. Offerors should account for this possibility when preparing submissions.**

## **Rent**

The Lessee is required by law to pay, at minimum, a Fair Market Value Rent (FMVR) to NPS. Offerors should identify the amount of Rent they proposed to pay in connection with this opportunity. The final rent payment schedule will be negotiated with the selected Offeror. Additional information pertaining to Rent can be found below.

## **Insurance**

During the term of this Lease, the Lessee shall maintain General Liability, Property, Worker's Compensation and Employer's Liability, and Business Interruption and Extra Expense insurance in amounts set by the Lessor. Further information regarding insurance requirements can be found in Attachment A (Sample Lease). Lessee's insurance coverage amounts will be periodically reviewed by the Lessor. These reviews will ensure the Lessee has appropriate coverage in light of any changing circumstances. At Lease commencement, Lessee must provide proof of property insurance in the amount sufficient to provide loss, damage, and destruction coverage for a facility of this size, scope, and use, as well as proof of commercial general liability insurance in the amount of not less than \$3,000,000 single/\$5,000,000 aggregate, with additional excess liability insurance [umbrella] necessary to provide adequate coverage or protection consistent with industry standards.

## **Utilities**

The Lessee is solely responsible for all utilities including telephone, cable, and internet access. Subject to advance written approval by the Lessor of any utility service, the Lessee at its sole expense shall make all arrangements with appropriate utility providers (including the Lessor where applicable), for all utilities not provided by the Lessor and furnished to the Premises. Any utility service provided by Lessor will be subject to the Lessor's established policies and procedures for provision of utility services to third parties.

## **Maintenance Responsibilities**

### **Lessee's Responsibilities**

- Lessee will be responsible for scheduled and cyclical repair and maintenance of the assigned lands and facilities.
- Lessee will be responsible for any unscheduled or emergency work (e.g. after-hours drain clearing, plumbing or electrical work) necessary to ensure the successful operation of the Lease Premises.
- Lessee will be responsible for establishing and funding a reserve account dedicated to facility maintenance and facility improvements.
- Lessee will be responsible for routine housekeeping.
- Lessee will be responsible for grounds maintenance within the Lease Premises. This includes maintaining the grass and the grounds in good condition, including, without limitation, regular grass mowing, care of ornamental plantings, snow removal, and trash management and removal.

### **Potential Improvement Projects**

- Lessor may, but is not obligated to, undertake projects intended to improve the premises or utilities serving the premises during the Lease Term. In such cases, Lessor will coordinate with Lessee to minimize impacts on Lessee's operations.

## Key Personnel

Lessee shall be required to maintain and provide to NPS an updated list of its qualified and experienced personnel, including a list of all contractors and subcontractors utilized in connection with the authorized activity.

## Premises Condition

Facility will be delivered to Lessee, "As-is, with all faults."

## Contractors

Lessee may utilize contractors to perform repairs, replacements, and improvements, and to provide event services.

- Contractors must abide by all Lease provisions as well as all local and national laws and regulations.
- Lessee will require Contractors to maintain appropriate insurance coverage that names the Lessee and the United States of America as an additional insured.
- Lessee will develop and implement, subject to NPS prior approval, a contractor informational document, which will inform the contractor(s) of all pertinent information about the site.

## Sustainability

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

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

## Other Terms and Conditions

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

## Competitive Process

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

To be selected by the NPS you must demonstrate that you have the capacity to plan, carry out, and finance your proposal. Evaluation criteria and the process for selecting the Lessee are described in detail in the sections called "Proposal Selection Criteria" and "Evaluation and Selection Process" in this Request for Proposals. The NPS reserves the right to reject one or all proposals or terminate lease negotiations at any time prior to executing a final lease without penalty or liability.

## Appointments-Only Site Tour and Additional Information

Requests for site tours and questions about the RFP or the Lease Premises should be sent via email to [GATE\\_BMD@nps.gov](mailto:GATE_BMD@nps.gov).

Questions from interested parties will be answered via Question & Answers (Q&A) or Frequently Asked Questions (FAQs) will be posted, as will the RFP and attachments, here: [GATE Business Management Division](#). Questions must be submitted by the dates provided on the first page of this RFP.

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

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

**Key Dates for this Request for Proposals: Proposals must be submitted on or before the time and date provided on the first page of this Request for Proposals.**

The initial RFP solicitation will be open for 60 days, questions must be submitted by at 1:00 PM EDT (or EST if applicable).

### **Proposal Submission Protocol**

Proposals must be submitted electronically to [GATE\\_BMD@nps.gov](mailto:GATE_BMD@nps.gov). Telephonic proposals, faxes, e-mails to other addresses, and other means of transmittal will not be considered. Proposals that are not received at the designated electronic address by the specified deadline will not be considered. NPS will not consider hardcopy proposals. **Proposals will not have been deemed received until NPS issues a written response confirming same.**

Please refer to the **Proposals Considered Public Documents** section, in this RFP if you believe that a proposal contains trade secrets or confidential commercial and financial information that you do not want to be made public.

### **Authority**

This RFP is issued under the authority of Title 36 of the Code of Federal Regulations Part 18 Leasing of Properties in Park Areas ([36 CFR Part 18](#)). This RFP and the 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 property through the Historic Leasing Authority ([54 USC 306121](#)), as well as the authority to lease NPS-administered buildings and associated property pursuant to the National Park Service General Leasing Authority ([54 USC Ch. 1021](#)), and other applicable authorities.

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

## **NATIONAL PARK SERVICE AND GATEWAY NATIONAL RECREATION AREA**

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

[Gateway National Recreation Area](#) (Gateway) was established in 1972 as the nation’s first urban National Park. Gateway is comprised of three park Units in two states - the Jamaica Bay and Staten Island units in New York, and the Sandy Hook Unit in New Jersey.

## **FLOYD BENNETT FIELD / FLATBUSH AVENUE**

The Floyd Bennett Field Historic District has remained virtually unchanged in appearance since it was constructed between 1928 and 1931. The historic district includes the Administration Building with its distinctive control tower (now the Ryan Visitor Center), eight original hangars, the central runway system, and several dependent buildings. It was listed on the National Register of Historic Places in 1980 and is associated with “America’s Golden Age of Aviation.” Floyd Bennett Field was the first municipal airport in New York City and the second busiest airport in the country. Following the opening of Idlewild [now John F. Kennedy International] Airport in 1939, Floyd Bennett Field was closed to commercial use and conveyed to the U.S. Navy in 1941. Although the Navy enlarged the field, the original complex of steel frame and brick hangars and support buildings has not been substantially altered, and thus Floyd Bennett Field retains the architectural design and historic integrity of an early municipal airport.

Floyd Bennett Field is recreational destination and, in addition to the golf services, other recreational opportunities include the Historic Hangars 5, 6, 7, and 8 Sports and Recreation centers and the Gateway Marina.

## **JACOB RIIS PARK**

Originally named Seaside Beach when it opened in 1912, Jacob Riis Park was later renamed for the famous journalist Jacob August Riis (May 3rd, 1849 - May 26, 1914), who reported on the plight of the poor in New York City. Jacob Riis Park was designed by Robert Moses, who in 1929 had created Jones Beach, a state park situated further east on Long Island.

Jacob Riis Park contains one of Gateway's three swimming beaches. The park was largely built on and around the site of the former Rockaway Naval Air Station, one of the first US naval air stations.

The Pitch and Putt is within walking distance of the majestic Art Deco Jacob Riis Bathhouse, an excellent example of beachfront recreational architecture of the early twentieth century. The Bathhouse is currently subject to a 60-year lease which will result in the rehabilitation of the 1932 bathhouse. The revitalized landmark will feature restaurants, bars, a pool, event space, and 28 hotel rooms.

## **REQUIREMENTS**

Proposals must be submitted electronically to: **GATE\_BMD@nps.gov**

Proposals must be submitted on or before the time and date provided on the first page of this Request for Proposals. The subject line should include the following: **Flatbush Ave Driving Range and Jacob Riis Park Golf Course Lease Proposal - [Your name or the name of your business entity or organization]** (please do not include the brackets).

**Proposals are limited to 25 pages or less, not including attachments.** Proposals exceeding this limit will be deemed non-responsive and will not be evaluated further.

**Offerors should submit their proposal in electronic format *as one cohesive document* in the Adobe PDF format.** The required Identification and Credit Information forms (either 10-352, 10-353, or 10-354), the required Financial Information for Revenue-Producing Uses Forms (10-355 and either 10-355A or 10-355B), financial statements, and credit reports should be incorporated into your PDF submission as attachments. If you do not have PDF management software, such as Adobe Acrobat, installed on your computer there are free websites, such as [PDFCandy](#) or [PDFgear](#), that will allow you to convert other document types into PDFs and combine PDF documents. Proposals must be formatted to 8-1/2" x 11"-page size. Proposals submitted by mail, in-person delivery, telephone, fax, or other methods will not be considered.

While there is no limit on the file size of your proposal (please note the 25-page limit described herein, excluding attachments), the total file size of the email submission, including all attachments, cannot exceed 40MB. If your proposal exceeds this limit, you must separate your document into smaller files and send them in separate emails. If you do this, please separate your proposal into as few files as possible and clearly name the files so they can be reassembled in your intended order.

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

## **PROPOSAL EVALUATION AND SELECTION GUIDELINES**

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

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

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

## PROPOSAL CONTENT AND CRITERIA

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

### Checklist of the Components of a Responsive Proposal

- A Transmittal Letter signed by all managing members, owners, partners, or principals within your organization**
- The Proposal itself**, with clearly labeled sections for **Offeror Identification** and each of the **Selection Criteria** that covers all of the required questions and elements.
- One of the following:*
  - Form 10-352 Identification and Credit Information for Individuals**, and all of the required attachments
    - A Personal Financial Statement that identifies your total assets, your liquid assets and your financial liabilities
    - Earnings, bank, or investment account statements that substantiate the information provided in your Personal Financial Statement
    - A credit report, **with credit score**, from within the last 30 days
  - Form 10-353 Identification and Credit Information for Sole Proprietor Businesses**, and all of the required attachments
    - A Personal Financial Statement that identifies your total assets, your liquid assets and your financial liabilities
    - Earnings, bank, or investment account statements that substantiate the information provided your Personal, and or, Business Financial Statements.
    - Business Financial Statements for the most recent 2 years
    - A credit report for the Individual (and Business if available), **with credit score**, from within the last 30 days
  - Form 10-354 Identification and Credit Information for Business Entities (Corporations, LLCs, Partnerships, etc.)**, and all the required attachments
    - One of the following:*
      - If this is for an existing business entity:*
        - Business Financial Statements for the most recent 2 years
        - Earnings, bank, or investment account statements that substantiate the information provided in your Business Financial Statement
        - A credit report for the Business Entity, **with credit score**, from within the last 30 days
      - If this will be for a new business entity created for this project:*
        - Personal Financial Statements for all the principals of the organization, that identifies total assets, liquid assets, and financial liabilities
        - Credit reports for all the principals of the organization, **with credit score**, from within the last 30 days
- Form 10-355 Financial Information for Revenue-Producing Uses**
  - One of the following:*
    - Form 10-355A Offeror Financial Statements and Projections (Small Lease) (Word)
    - Form 10-355B Offeror Financial Projections (Excel)

**Please Note: Review the credit report you provide carefully, many of the free annual credit reports that are available do not include a credit score.**

## **Required Information**

### **Offeror Identification**

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

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

### **Criterion 1: Proposed Use and Operations Consistent with National Park Service Values**

This section should explain your proposed use or uses of the property and should establish your overall vision for your proposed concept. Furthermore, it should explain why such use or uses would be compatible with the preservation, protection and visitor enjoyment of the park area.

- a. Please describe your proposed use or uses of the property, this should include:
  - The type and nature of any activity proposed that is additional to or incidental to the overall use of the premises as a golf driving range and Pitch and Putt.
  - Expected hours of operation. If there is seasonality to your proposed use, please provide a seasonal calendar for how your operations would change throughout the year.
  - An estimate of expected visitors to the property on a daily basis
  - An estimate of the number of people you will employ.
  - An estimate of the number of parking spaces needed for employees and clients.
  - If you plan to host special or large-scale events (indoor or outdoor), the same information should be provided for those. You should also address how you will manage traffic and security considerations related to same. Please note, there are capacity limits in effect at Floyd Bennett Field which vary throughout the year. NPS reserves the right to unilaterally accept or reject any or all types of special or large-scale events proposed by the Offeror.
- i. A marketing and sales plan that addresses target markets, business plan milestones, and client/base development plans.
  
- b. Please describe how your proposed use and operations will add to the visitor enjoyment of the park area. Of special note, while the Lessee has exclusive use of the Lease Premises, members of the public will, on occasion, ignore signs and walk through the Lease Premises. Please describe the training you will provide your staff on how handle interactions with the public in this and similar situations.

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

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

- a. Please describe all repairs, rehabilitation, and improvements you propose for the Lease Premises.

- i. Submit credible cost estimates based on industry standards for all building repairs, rehabilitation, and improvements.
  - ii. Submit a timeline for design, commencement, and completion of proposed repairs rehabilitation, and improvements.
  - iii. Describe the steps you will take to comply with the Architectural Barriers Act and otherwise facilitate access by mobility impaired individuals within the Lease Premises.
  - iv. Submit conceptual designs for the repairs, rehabilitation, and improvements you propose to the buildings or grounds. Furthermore, provide conceptual plans and specifications for major systems repairs or replacements.
- b. Please describe the manner in which you will maintain the Lease Premises after the initial repairs, rehabilitation, and improvements have been completed, this should include:
- i. An estimated annual maintenance budget considering material, labor, and service contract costs.
  - ii. A calendar of maintenance tasks broken down into daily, weekly, monthly, quarterly, annual, or other time periods as appropriate.
- c. Please describe the manner in which you will preserve the historic components and characteristics of the Lease Premises and how you will meet the standards set forth by the Secretary of Interior's Standards for the Treatment of Historic Property.

### **Criterion 3: Financial Capability of the Offeror**

This section should demonstrate that you are capable of making the financial investment required to fund what you propose. Offerors must identify the manner by which they will fund the Improvements and other start-up costs they propose for the premises.

- a. Submit the source, and proof of the availability, of the funds necessary to carry out the obligations described in your proposal and under the terms of the proposed lease. You must submit the Financial Capability Information and comprehensive supporting documentation outlined in Attachment B (**Forms 10-352, 10-353, or 10-354, including all required attachments**) for each manager or principal in your organization. You must provide **bank statements, financing commitment letters, investment account statements, or similar documents that substantiate your financial resources.**
- b. Demonstrate that you have a credible, proven track record of meeting your financial obligations, that your proposal is financially viable and that you understand the financial obligations of the lease. At a minimum, this includes **a credit report, with credit score, from within the last 30 days** from one of the major credit reporting agencies (Dun & Bradstreet, Equifax, Experian, Moody's, or TransUnion).
- c. Provide start-up expenses, stabilized revenues, and operational expense estimates on Form 10-355 and submit a proforma projecting revenue and expenses over the Lease Term using either Form 10-355A or 10-355B. These forms can be found in Attachment C, please include:
  - i. An estimate of the start-up expenses and investments, revenues and operating expenses for all years covered by your proposed Lease term. You should identify all revenue sources and any fees to be charged as part of the Lease terms. Describe the basis of all assumptions in the pro forma to the fullest extent possible, including those regarding each source of income, any inflation factors, other occupancy and management costs.

**Criterion 4: Demonstrated Experience Operating a Similar Property**

This section should demonstrate your qualifications to provide top quality management of the Lease Premises. To be considered qualified, responsive, and responsible, an Offeror must submit the items listed below.

- a. Provide resumes of the Offeror's owners and key managers. To the extent possible, please ensure these resumes document the Offeror's demonstrated experience and success in facility management, sales & marketing, and event management.
- b. 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.
- c. Describe, in detail, your experience managing a similar property including the total years of operation of that property and any repairs you made to the property.

**Criterion 5: Environmental Enhancement**

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

- a. Ecological protection.
- b. Energy conservation.
- c. Water conservation.
- d. Waste reduction.
- e. Recycling.

**Criterion 6: Financial and Other Terms Offered**

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

- a. Please state the amount of Annual Rent offered and explain how you have determined that rent value.
- b. Please state the amount of Percentage Rent offered. Percentage Rent shall be expressed as a set percentage of Gross Revenue. The Offeror, at its sole discretion, may offer more than one form of Percentage rent if it chooses to do so. Percentage Rent(s) will remain constant over the entire Lease Term. Using the proforma you created using Form 10-355A or 10-355B, please project the total Percentage Rent in each Lease Year and include those figures in your response. Provided NPS fully accepts the revenue assumptions in your proforma, higher Percentage Rent compared to that proposed by other Offerors will increase the competitiveness of your proposal.
- c. Please state the length of the lease term you propose if less than ten (10) years.
- d. Please describe any terms and conditions in the Sample Lease that you intend to negotiate with NPS, but do not include a marked-up version of the Sample Lease.

## EVALUATION AND SELECTION PROCESS

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

All proposals will first be screened for adherence to the requirements of this RFP. The NPS will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the NPS. A non-responsive proposal is also one which information is not included in the correct or relevant section. The NPS will only use information provided in the appropriate section of a proposal during the evaluation process, please organize your proposal carefully.

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

NPS will negotiate the terms of the final Lease with the selected Offeror. Award of a Lease to that Offeror is not guaranteed and is dependent on successful negotiation of the final terms of the lease. If negotiations fail, NPS may negotiate with other Offerors for award of the Lease or terminate this solicitation without liability to any person.

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

## ADDITIONAL INFORMATION AND MODIFICATION OF PROPOSALS

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

## LEASE TERMS AND CONDITIONS

### Term of Lease

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

### Conditions

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

### Lease Provisions

The Lease to be awarded under this RFP will contain the provisions required by 36 CFR Part 18 as well as other provisions determined by the NPS to be necessary to assure use of the leased property in a manner consistent

with the purposes of the park area, and where applicable, to assure the preservation of historic property. Required provisions include, without limitation:

- A termination for cause or default provision and a termination for convenience provision;
- Appropriate provisions requiring the Lessee to maintain the leased property in good condition throughout the term of the Lease;
- Appropriate provisions stating that subletting of a portion of the leased property and assignment of a lease, if permissible under the terms of the lease, must be subject to the written approval of NPS;
- Appropriate provisions requiring the Lessee to pay for use of all services and utilities not provided by the Lessor and to pay all taxes and assessments imposed by federal, state, or local agencies applicable to the leased property or to Lessee activities;
- Appropriate provisions stating that the Lessee has no rights of renewal of the Lease or to the award of a new Lease upon Lease termination or expiration;
- Appropriate provisions stating that the Lessee may not construct new buildings or structures on leased property except in limited circumstances;
- Appropriate provisions requiring that any improvements to or demolition of leased property to be made by the Lessee may be undertaken only with written approval from the NPS; and
- Appropriate provisions that describe and limit the type of activities that may be conducted by the Lessee on the leased property.
- Appropriate provisions addressing restricted or prohibited use of the Flatbush Avenue Driving Range resulting from any environmental survey or investigation undertaken by NPS.
- Appropriate provisions addressing NPS reservation of use of an adjacent to the Flatbush Avenue Miniature Golf Course, which the Lessee may utilize at NPS discretion, until such time as NPS determines at its sole discretion the reserved area must be utilized for park purposes.

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

## **PROPOSALS CONSIDERED PUBLIC DOCUMENTS**

All proposals submitted in response to this Prospectus may be disclosed by the Service to any person, upon request, to the extent required or authorized by the Freedom of Information Act (5 U.S.C. § 552). If you believe that your proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, mark the cover page of each copy of the proposal with the following legend:

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

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

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

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

**ELIGIBILITY:**

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

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



EXPERIENCE YOUR AMERICA™

**Attachment A: Sample Lease**

**Attachment B: Identification and Credit Information Forms**

(Forms 10-352, 10-353, or 10-354)

**Attachment C: Financial Information for Revenue Producing Uses Forms**

(Form 10-355 and either 10-355A or 10-355B)

**Attachment D: Sample Offeror Transmittal Letter**

**Attachment E: Description of Required Improvements, Golf Facilities**