

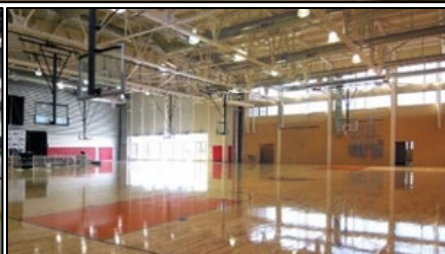


Gateway National Recreation Area
Brooklyn, NY

Request for Proposals

Sports and Events Center
at

Floyd Bennett Field Historic Hangars 5, 6, 7, and 8



Photographs provided by courtesy of Jack L. Gordon Architects.

Key Dates for this Request for Proposals

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

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SUMMARY OF LEASING OPPORTUNITY

This Request for Proposals (RFP) provides the opportunity for any interested individual or organization, hereinafter referred to as “Offeror” to submit proposals to the National Park Service (NPS, ‘Lessor’) to lease NPS property at Gateway National Recreation Area for a Commercial Use under the following general terms and conditions.

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

This is one of two opportunities currently open to Applicants. A separate RFP for golf facilities is posted here:
[Do Business With Us - Gateway National Recreation Area \(U.S. National Park Service\)](#)

Overview of Property Offered for Lease

Historic Hangars 5, 6, 7, and 8 are located in the Jamaica Bay Unit of Gateway National Recreation. The area in which they are located, Floyd Bennett Field, is a National Register Historic District. The hangars have been repurposed as a sports and event center and are located at 3159 Flatbush Avenue in Brooklyn, NY, between the Belt Parkway and Marine Parkway Bridge. The sports and events center is located in a National Park in an area that is open to the public.

Hangars 5 & 6 and Hangars 7 & 8 are connected by a steel frame infill, creating a 117,000 sq. ft. (16,300 m²) indoor recreation facility. Though the Hangars are historic structures, the infill is not. The two-floor facility contains offices, a pro shop, two regulation sized ice-hockey rinks, a snack bar, a lounge area, event space, gyms, locker rooms, patios, a climbing wall, and an outdoor swimming pool(s).

Additional recreation fields and facilities included in the Premises include the Chiller Building, South Football Field, North Football Field, South Bleachers, North Bleachers, Playing Field East Shed, and Playing Field West Shed. The sports and events center area also includes free parking for 2,000 cars, additional traffic circulation infrastructure, fencing, lights, and scoreboards.

Site Plan:

Exclusive Use Area. Lease exhibits will define the area with more specificity.



Areas in which Non-Exclusive Use may be permitted:

Land is assigned in accordance with the boundaries shown on the following map[s]:



Permitted Use of the Lease Premises

NPS intends to authorize the continued operation of the facility and associated lands as a sports center, recreational facility, and event venue, however NPS will consider additional proposed uses so long as such uses are determined by the NPS, in its sole discretion, to be lawful and consistent with the purposes established by law for the park area. In addition to the sports and events facility, areas authorized for use will include sports fields, walkways, and some parking areas. The facility will also entail non-exclusive use of specified runways for large-scale outdoor events, subject to carrying capacity limits imposed by NPS. All outdoor large-scale special events require prior NPS written approval, which is subject to NPS' sole discretion.

The area is subject to the general supervision and inspection of the NPS and to rules and regulations regarding ingress, egress, safety, sanitation, and security. 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 proposed Lease.

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.
- **Existing User Base:** The proposed applicant will have to manage continuity in/of use by youth and school groups, and sports leagues currently utilizing the facility.
 - Basketball – 4 leagues/schools.
 - Volleyball – 2 leagues/schools.
 - Football- 9 leagues/schools.
 - Soccer – 22 leagues/schools/camps.
 - Ice Hockey – 13 leagues/schools.
 - Lacrosse -10 leagues/schools.
 - Field Hockey – 1 leagues tournament.
 - **Large Scale-Events:** Outdoor large-scale events may be authorized by NPS in areas designated for non-exclusive use. The selected Applicant will be required to manage approximately 3 annual large-scale events which have historically been authorized on selected runways at Floyd Bennett Field.
- **Access Points:** The Flatbush Avenue entrance is currently closed to vehicular traffic due to safety and circulation concerns. This requires visitors to the facility to drive in through Aviation Road, a more circuitous route. The selected Applicant will be responsible for reconfiguring vehicular access to/from the Flatbush Avenue entrance to/from the facility at its sole cost and expense.
- **Deferred Maintenance:** Historic Hangars 5, 6, 7, and 8 require substantial rehabilitation. The NPS estimates the facility may require approximately \$5 million in necessary repairs to make the property fit for long-term use. This estimate does not include the cost of tenant fit-outs for any specific use. Offerors are responsible for providing credible cost estimates consistent with industry standards for proposed improvements to the premises.
- **Required Repairs and Improvements:** The Lessee will be required to make the following repairs or improvements to the premises as part of the lease terms and conditions. Such repairs or improvements include but are not limited to the following:
 - Any action required to address Life/Safety considerations.
 - Replacement of the ice rink compressors if the proposed Offeror intends to continue utilizing the ice rinks.
 - Replace the roof of the entire structure.
 - Repair or replace the elevator.
 - Repair or replace turf fields as deemed necessary by the selected Offeror.

Offerors are responsible for deriving credible cost estimates based on industry standards for any improvements or repairs to the premises. A more complete list of required repairs or improvements is included in **Attachment E: Description of Required Improvements**.

- **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 any proposal selected 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 sports and event center is 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 proposed lease is negotiable and will be based on the value of improvements proposed by the Offeror. The cost of Improvements identified by selected Applicants should be supported by credible estimates based on industry standards. The term shall be as short as possible, while considering the financial obligations of the lessee and other factors related to determining an appropriate lease term. No lease shall have a term of more than 20 years, and the NPS anticipates a term between 10 and 20 years. The lease term will commence as soon as possible following selection of the best offer, completion of lease negotiations, and execution of a lease.

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 NPS may provide rental offsets for capital improvements. The final rent payment schedule will be negotiated with the selected Offeror.

Insurance

During the term of this Lease, the Lessee shall maintain General Liability, Property & Casualty, Worker's Compensation & Employer's Liability, and Business Interruption & 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.

Note: Over the last 5+ years, the cost of utilities for the Lease Premises has ranged from \$750K - \$1MM annually.

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 party.
- Lessee will develop and implement, subject to NPS prior approval, a contractor informational document, which will inform the contractor(s) of all pertinent information about the site.

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” to this RFP and are consistent with 36 CFR Part 18.

Competitive Process

This Lease opportunity is on a competitive basis. The Offeror who submits the proposal judged best under the proposal selection criteria will be given an opportunity to negotiate a Lease with 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 “Proposal Selection Criteria” and “Evaluation and Selection Process” below. 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 submitted via email to 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 undertake 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 the RFP.
- Modify, amend, cancel, or suspend any and all aspects of the RFP and selection process.
- Modify terms and conditions of the draft Lease.
- Request that Offerors clarify or supplement the information submitted.

- Extend deadlines for accepting RFP responses, or request amendments to responses after expiration of deadlines.
- Consider comparable projects or facilities owned, developed, or operated by an Offeror.

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.

Proposal Submission Protocol

Proposals must be submitted electronically to 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 pursuant to 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](#)).

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. 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

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 hangers, 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 was, at one point, 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 was 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.

REQUIREMENTS

Proposals must be submitted electronically to: **GATE_BMD@nps.gov**

Proposals must be submitted by the time and date provided on the first page of this Request for Proposals. The subject line should include the following: **Historic Hangars 5, 6, 7, 8 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.

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 will not be evaluated further.**

PROPOSAL EVALUATION AND SELECTION GUIDELINES

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

- 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 of 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 address the proposed use or uses of the property and should establish the Offeror's overall vision for the proposed concept. Furthermore, it should explain why such use is compatible with the preservation, protection, and visitor enjoyment of the park area.

- a. Please describe your proposed use or uses of the property. Include the following information:
 - i. A venue management plan describing typical operations proposed at the facility. This should include, but may not be limited to the following:
 - The type and nature of activity proposed.
 - How you will continue to serve existing visitors to the facility.
 - 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.
 - ii. 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. The above should also include conceptual designs or manufacturer specification sheets for major systems repairs or replacements as necessary.
- b. Please describe the manner by 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 by 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 Offerors are capable of making the financial investment required to fund what they propose. Offerors must identify the manner by which they will fund the repairs and 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, as appropriate for your organizational structure (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, and other occupancy or 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 the 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.
- 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 Offeror's responses are not included in the correct 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 but is dependent on successful negotiation of the final terms of the lease. If negotiations fail, NPS may negotiate with other Offerors for award of the Lease or terminate this solicitation without liability to any person.

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

ADDITIONAL INFORMATION AND MODIFICATION OF PROPOSALS

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

LEASE TERMS AND CONDITIONS

Term of Lease

The Lease to be awarded under this RFP will have a maximum term of twenty (20) years. The Lease term will be negotiated and will be based on the value/cost of the proposed cost of improvements proposed by the Offeror over Offeror's proposed lease term. The Lease may be extended once for a period not to exceed one (1) additional year if the NPS determines that an extension is necessary because of circumstances beyond the control of the NPS. In accordance with applicable policy guidance, all leases with a term of five or more years must contain a CPI adjustment provision; and, and all leases with a term of fifteen or more years must contain a rent reconsideration provision.

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.

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.



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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