



**REQUEST FOR PROPOSALS**

**LEASING OPPORTUNITY AT GOLDEN GATE NATIONAL RECREATION AREA**

**REQUEST FOR PROPOSALS TO LEASE HISTORIC EQUESTRIAN STABLES IN MARIN COUNTY, CA**

ISSUED NOVEMBER 1, 2013

**Muir Beach Stables: Lease No. L-GOGA011-14**  
**Rodeo Valley Stables: Lease No. L-GOGA012-14**  
**Tennessee Valley Stables: Lease No. L-GOGA013-14**

Request for Proposals  
TO LEASE HISTORIC EQUESTRIAN STABLES IN MARIN COUNTY, CA

GOLDEN GATE NATIONAL RECREATION AREA  
National Park Service  
Pacific West Region

RFP ISSUED:	November 1, 2013
SITE VISIT RSVP:	November 13, 2013, 12:00 P.M. (PST)
MUIR BEACH STABLES SITE VISIT (RSVP required):	November 14, 2013
RODEO VALLEY STABLES SITE VISIT (RSVP required):	November 14, 2013
TENNESSEE VALLEY STABLES SITE VISIT (RSVP required):	November 14, 2013
QUESTIONS DUE:	November 21, 2013
PROPOSALS DUE:	January 30, 2014

Questions and proposals must be received by the National Park Service  
no later than by 4:00 P.M. (PST) on the due date listed above and should be addressed to:

Address proposals by mail to:

Isabel Alvarado  
Commercial Services Specialist  
National Park Service  
Pacific West Region  
333 Bush Street, Suite 500  
San Francisco, CA 94104-2828  
(415) 623-2225

Site Visit RSVP by email or telephone, and address any questions in writing to:

Hilary Hobbs  
Business Management Analyst  
Golden Gate National Recreation Area  
Building 201, Fort Mason  
San Francisco, CA 94123  
Hilary\_Hobbs@nps.gov  
(415) 561-4943

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**REQUEST FOR PROPOSALS (RFP)**  
**LEASE NO: L-GOGA011-14, L-GOGA012-14, AND L-GOGA013-14**

**A. Summary**

This Request for Proposals (“RFP”) provides the opportunity for interested individuals and organizations to submit proposals to the National Park Service (“Service”) to lease one or more of three Service properties located within Golden Gate National Recreation Area (“GGNRA”) under the following general terms and conditions.

**1. Properties Offered for Lease**

The three historic equestrian stable facilities are located in southern Marin County in an area renowned for providing breathtaking open space access in close proximity to a major metropolitan area. Properties range in size and capacity, stabling from eleven to forty-two horses. All stables are located adjacent to park trailheads, offering easy access to a network of over twenty miles of stunning mixed-use National Park trails that are open to equestrian use, as well as access to adjacent trail systems. Each stable location has proven to be a popular destination among both local and out-of-town visitors and equestrians, due to its natural beauty, scenic vistas, and close proximity to the San Francisco and Marin County population centers. For convenience, this RFP sometimes refers to the lease, Lessee, and similar terms in the singular. These general references are meant to apply to all three properties. As noted more particularly herein, Offerors must identify which of the three properties they would like to lease. If an Offeror would like to lease more than one property, the Offeror must submit a separate complete proposal package for each property.

A detailed description and map of each property is provided in **Appendix A**.

**2. Uses of the Leased Property**

The Lessee will use the property for the following authorized uses:

a) *Programs:*

- i. *Public Programs:* Equestrian use of leased property will be required to include a significant component of public riding and educational opportunities. Public programming could include trail rides, youth programs/camps, riding lessons, and therapeutic riding, among others. Programming that provides experiences for visitors from a range of cultural, ethnic, socio-economic, and geographic backgrounds, including local, domestic and international visitors, is desirable.
- ii. *Management of Equestrian Stables:* Private horse boarding may be considered appropriate if provided as a supporting or auxiliary element within a substantial public program.
- iii. *General Operating Conditions:* All operations will be in accordance with the terms established in the lease. See **Appendix B** for draft leases for each property.

- b) *Hours*: Programming may be permitted up to seven days per week. Hours of operation will be subject to Service approval.
- c) *Capacity*: The maximum horse capacity for the stables ranges from 11 to 42 horses, depending upon property size. Maximum horse capacity includes both boarded and lessee-owned horses. **Appendix A and draft leases (Appendix B)** provides the specific capacity of each property.

### **3. Term of Lease**

Each property will have a lease term of ten (10) years, with a target commencement date on or about September 15, 2014.

### **4. Minimum Annual Rent**

The Lessee will be required to pay annual minimum rent to the Service. See **Appendix A** for the minimum initial year rent for each property. Rent will be adjusted annually by CPI, as described in section 5.3 in each draft lease (attached as **Appendix B**). Offerors may offer to pay a higher rent to enhance the competitiveness of their proposal, as further outlined below. All rent shall be payable in equal monthly installments.

### **5. Other Terms and Conditions**

Other proposed terms and conditions of the offered lease are contained in the draft lease (see **Appendix B** for draft leases for each property) and Service leasing authority located at 36 CFR Part 18. Final terms and conditions will be negotiated between the Service and the selected Offeror.

#### **a) Stables Best Management Practices**

Lessee will implement Stables Best Management Practices, as described in Exhibit B of draft lease (see **Appendix B** for draft leases for each property).

#### **b) Accessibility**

Lessee will comply fully with all applicable laws including the Americans with Disabilities Act (ADA) of 1990. Compliance includes, but is not limited to, Required Real Property Improvements and providing accessible programming opportunities. Outdoor areas and indoor facilities including equestrian storage areas and office and meeting spaces may not currently meet all required accessibility standards. If Lessee plans to utilize these non-accessible spaces for public access, Lessee will be responsible for additional investment in any upgrades needed to meet accessibility standards.

#### **c) Facility Management and Site Improvements**

Any work conducted upon the facilities will require close coordination with Service to address compliance with the National Historic Preservation Act (NHPA) and

National Environmental Policy Act (NEPA). Work must be in compliance with guidelines set forth in the Historic Site Treatment Report for the respective property (attached as **Appendix C**).

i. Maintenance and Repair

Lessee will be responsible for on-going maintenance of assigned facilities and grounds, in accordance with the terms established in the lease. See **Appendix B** for draft lease for each property. Among these terms, Lessee will be required to establish and maintain a “Maintenance and Repair Reserve” in which Lessee will deposit five percent (5.0%) of each quarter’s Gross Receipts to be solely expended for maintenance and repair of the Premises, as described in Section 5.4 of the draft lease for each property. Please note that the 5.0% Maintenance and Repair Reserve contribution is intended as a minimum maintenance investment and does not indicate a projected cost of maintaining the Premises. Lessee will be wholly responsible for maintaining the premises in accordance with the terms established in the draft lease.

ii. Required Real Property Improvements:

Each property will require a suite of facility improvements to bring stables into compliance with applicable codes and/or National Park Service standards. The Lessee, at the Lessee’s sole expense, will be required to make improvements to meet these standards. Required Real Property Improvements for each property are described in **Appendix A**.

iii. Additional Real Property Improvements:

Lessee may be permitted to make additional optional site improvements as approved by the National Park Service. Interior and exterior modifications may be permitted and will be subject to Service approval and building, life-safety, fire, accessibility, and public health code review. Modifications will be subject to all applicable laws for historic preservation and environmental protection, and shall comply with Historic Site Treatment Report for the respective property (**Appendix C**). Any such Additional Real Property Improvements that may be approved will be at the expense of the Lessee and will not be credited toward facility rent.

iv. Administrative Costs:

As part of its operations of the Golden Gate National Recreation Area, the National Park Service provides a variety of planning, compliance, design and construction documents review, construction monitoring and inspection, building permit issuance, and other support services to individuals and organizations with agreements to use and/or occupy GGNRA buildings and land.

The Lease will require that the Lessee pay as Additional Rent the amount of such Administrative Costs incurred by the National Park Service related to reviewing and processing project from pre-development planning to building and construction permit issuance and inspection. These charges are reasonably comparable to planning, permitting and inspection charges levied by local agencies adjacent to GGNRA. Administrative Costs charged for previous park projects has generally ranged from 3-5% of project net construction costs, although actual charges will vary depending on project details.

## **6. Competitive Process**

This lease opportunity is open to all interested persons and organizations on a competitive basis. Whoever submits the proposal for each property judged best under the proposal selection criteria will be given an opportunity to negotiate a final lease agreeable to both the Offeror and Service.

Offeror is permitted to submit proposals for more than one property. However, a separate complete proposal package should be submitted for each property, and each proposal will be evaluated separately during the selection process. Submission of proposals by an Offeror for multiple properties does not guarantee that Offeror selected for one property will be selected for other properties proposed by that Offeror.

In accordance with 36 CFR Part 18, the Service may choose to reject all proposals at any time and re-solicit or cancel this RFP in its entirety, or the portion of this RFP pertaining to any one or more properties, without penalty or liability to any person or organization. For administrative convenience, this RFP collectively refers to all the buildings available for lease. However, for purposes of 36 CFR 18.8(d), each lease proposal is considered as submitted applicable only to the property identified in the proposal.

## **7. Site Tour, Pre-Submittal Conference and Q&A Period**

A pre-submittal conference and site tour of each offered property will be held on the date specified on the inside cover of the RFP. Please contact Hilary Hobbs by e-mail at [hilary\\_hobbs@nps.gov](mailto:hilary_hobbs@nps.gov) or by telephone at 415-561-4943 to make a reservation.

If you do not understand something in this request for proposals, you must submit your questions in writing via email to [hilary\\_hobbs@nps.gov](mailto:hilary_hobbs@nps.gov) no later than 4 pm PST on date specified on inside cover of RFP. The questions must be in an electronic format that allows the Service to copy the questions to Microsoft Word. Your questions must specify the section of the request for proposals that is the subject of your inquiry. If specific to one property, your question should explicitly state the property that is the subject of your inquiry. The Service will respond to your questions in writing and will provide the questions and responses to all those who have asked to be placed on the interested parties list. You may contact Hilary Hobbs at the email or telephone number above if you wish to be on this list. Questions submitted after due date specified on inside cover of RFP will not be answered.

## **8. Proposal Submission Date and Requirements**

Proposals under this RFP must be received by 4 pm PST on date specified on inside cover of RFP in the form and at the address stated below.

Please submit four (4) copies of your proposal accompanied by the transmittal letter signed by a principal of the proposed Lessee. The copies should be on 8-1/2" x 11" paper, with double-sided copying, unstapled, and in a 3-ring binder or spiral binding. Also include one (1) electronic version of your proposal via CD identical to the hard copies. Proposals will not be returned.

The proposal must be enclosed in sealed envelope(s), and received at the following Service office by the time and date specified on inside cover of RFP. The face of the sealed envelope shall show the Offeror's name and address, and the receiver's address as shown here:

National Park Service  
Pacific West Regional Office  
Attn: Isabel Alvarado  
Commercial Services Specialist  
333 Bush Street, Suite 500  
San Francisco, CA 94104  
isabel\_alvarado@nps.gov  
415-623-2225

**Telephonic proposals, faxes, e-mail, and other means of transmittal will not be considered.**

## **9. Authority**

This RFP is issued under the authority of 36 CFR Part 18. This RFP and the offered lease are subject to and incorporate all terms and conditions of 36 CFR Part 18 as applicable. In the event of any conflict between the terms of this RFP and 36 CFR Part 18, 36 CFR Part 18 controls. The NPS has authority to lease historic properties through the National Historic Preservation Act (16 U.S.C 470h-3), as amended, and National Park Service general leasing authority (16 U.S.C 1a-2(k)) which authorizes the National Park Service to lease federally-owned property within boundaries of the park, and other applicable authorities.

## **10. Contact**

For further information, please contact:

Hilary Hobbs  
Golden Gate National Recreation Area  
Fort Mason Building 201  
San Francisco, CA 94123  
415-561-4943 Direct  
Email: [hilary\\_hobbs@nps.gov](mailto:hilary_hobbs@nps.gov)

## **B. The National Service and the Golden Gate National Recreation Area**

### **1. The National Park Service and its Mission**

The United States' National Park Service was created by Congress to “conserve the scenery and the natural and historic objects and the wild life therein, and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations.” 16 U.S.C. § 1. Additionally, the Congress has declared that the Service should be “preserved and managed for the benefit and inspiration of all the people of the United States.” 16 U.S.C. § 1a-1. Therefore, the Service has as its overall mission the preservation and public enjoyment of significant aspects of the nation’s natural and cultural heritage.

To learn more about the Service, visit our website at [www.nps.gov](http://www.nps.gov). This site includes information about who we are, our mission, Service policies and individual parks.

### **2. The Golden Gate National Recreation Area**

The Golden Gate National Recreation Area constitutes one of the largest urban national parks in the world. GGNRA was established in 1972 as part of an effort to make national park resources accessible to urban populations. Today GGNRA encompasses over 80,000 acres of land within San Francisco, Marin, and San Mateo counties, including 75 miles of ocean and bay shoreline.

GGNRA is a popular destination within the National Park System, receiving nearly 20 million visitors annually. It contains a variety of historical and natural assets, including the unique resources of the Marin Headlands as well as Alcatraz Island, Fort Mason, Fort Point, Sutro Historic District, and Muir Woods National Monument. Furthermore, GGNRA is comprised of 19 separate ecosystems and is home to 1,273 plant and animal species. There are extensive opportunities for recreational activities throughout the Park including approximately 90 miles of trails.

GGNRA's mission is to preserve and enhance the natural, historic and scenic resources of the lands north and south of the Golden Gate for the education, recreation and inspiration of people today and in the future. In the spirit of bringing national parks to the people, it reaches out to a diverse urban community, promotes the richness and breadth of the national park system to many who are experiencing a national park for the first time and fosters broad-based public stewardship through various volunteer and partnership programs.

### **C. Proposal Selection Criteria**

For each property offered, the Service will select the best responsive proposal received under this RFP under the following selection criteria:

#### **CRITERION 1. PROPOSED USE AND LEASE MANAGEMENT**

The compatibility of the proposal's intended use of the leased property with respect to preservation, protection, and visitor enjoyment of Golden Gate National Recreation Area;

#### **CRITERION 2. STATEMENT OF FINANCIAL CAPABILITY**

The financial capability of the Offeror to carry out the terms of the lease;

#### **CRITERION 3. PREVIOUS EXPERIENCE**

The experience of the Offeror demonstrating managerial capability to carry out the terms of the lease;

#### **CRITERION 4. ENVIRONMENT ENHANCEMENT AND BEST MANAGEMENT PRACTICES COMPLIANCE**

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, water conservation, manure management, erosion and sediment control, energy conservation, and waste reduction, in accordance with the GGNRA Stables Best Management Practices (Exhibit B of draft lease for each property. See Appendix B for draft leases);

#### **CRITERION 5. PLAN FOR HISTORIC PRESERVATION, IMPROVEMENTS, AND MAINTENANCE**

The compatibility of the proposal with the historic qualities of the property. Any proposed improvements to or demolition of historic property may only be approved if the National Park Service determines that the improvements or demolition complies with the Secretary of the Interior's Standards for the Treatment of Historic Properties ( 36 CFR part 68 );

#### **CRITERION 6. RENT OFFERED**

The benefit to the Service of the financial and other terms and conditions of the proposal, including, without limitation, the amount of rent proposed, and other proposed lease terms and condition.

## D. Proposal Content

### 1. In General

The proposal should be prepared simply and economically to provide a straightforward, concise description of the Offeror's expertise and capability to perform under the terms of the draft lease. The Service desires clear and concise answers and does not necessarily consider a longer answer to be a better answer. Please respond only with the information requested in the criterion. An effective Offeror will utilize the same outlining and naming format used in this RFP for their proposal. Attachments should reference the subject and outline identifier (e.g. Criterion 3. Previous Experience).

Offerors must use normal sized font, such as 11 or 12 point, and 1 inch margins on all sides, in the body of the proposal. Tables, charts, graphs, provided forms, and copies of the sample material using less than 11 point font are acceptable.

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

If you intend to submit proposals for multiple properties, a separate complete proposal package must be submitted for each property.

### 2. Information Requested

#### a) Transmittal Letter

Submit as the cover of the proposal, a Transmittal Letter to Service which clearly states which property the proposal pertains to including lease number (e.g. "L-GOGA011-14"), and states that the Offeror in submitting its proposal, is capable of meeting all criteria, has provided all required content, and is authorized to enter into the lease under the Offeror's proposed terms and conditions. The letter of transmittal must provide a single point of contact, mailing and e-mail addresses and telephone and fax numbers. See **Appendix D** for a sample letter.

The Offeror's Transmittal Letter set forth in Appendix D indicates your acceptance of the terms and conditions of the lease opportunity as set forth in this RFP. It indicates your intention to comply with the terms and conditions of the lease. **The letter, submitted without alteration, must bear original signatures and be included in the Offeror's Proposal Package.** The Service will review the entire Proposal Package to determine whether your proposal in fact accepts without condition the terms and conditions of this RFP. If not, your proposal may be considered non-responsive, even though you submitted an unconditional Offeror's Transmittal Letter.

## **b) Criteria Submittals**

### **CRITERION 1. PROPOSED USE AND LEASE MANAGEMENT**

The purpose of this component of your proposal is to provide the Service with a concise discussion of your proposed use of the leased property with respect to preservation, protection, and visitor enjoyment of the park.

Using not more than 15 pages including all text, pictures, graphs, etc., describe your proposed equestrian operation on the property, including the following:

- a) Operational concept, including vision for operation, type of programs and services offered.
- b) If operational concept includes private horse boarding, describe boarding program, including how many privately boarded horses are proposed, and how boarding program will interface with or fit within the proposed public programs and public visitation to property.
- c) Proposed program list, including for each type of program the projected frequency, projected number of participants served, target audience with detail such as age, cultural, ethnic, socio-economic and geographic backgrounds, and marketing channels.
- d) Proposed price point for each proposed program or service. If program will not charge a participant fee, describe program funding source, if applicable.
- e) Details regarding staffing for management of the Premises. Describe required skills for each position.
- f) Proposed hours of operation.

### **CRITERION 2. STATEMENT OF FINANCIAL CAPABILITY**

The purpose of this component is to demonstrate your financial capability to undertake management of the premises commensurate with your plans.

Submit documentation of the cost estimates, source and availability of the funds necessary to carry out each obligation under the terms of the proposed lease, which includes, at a minimum, the Financial Capability Information and comprehensive supporting documentation outlined in **Attachment C**. Include in this documentation the Required Real Property Improvements as well as estimates for any other Additional Real Property Improvements.

#### ***Note to Offeror:***

*In the event the Offeror is not the legal entity that is to be the Lessee, provide the information described below with respect to both the Offeror, including all partners in a joint venture, and the proposed Lessee. Also describe the Offeror's financial relationship to the proposed Lessee. If the entity that is to be the Lessee is not formally in existence as of the time of submission of a proposal, a proposal must demonstrate that the individuals or organizations that intend to establish the entity that will become the Lessee have the*

*ability and are legally obliged to cause the entity to be financially and managerially capable of carrying out the terms of the lease. In addition, the Offeror must unconditionally state and guarantee in its proposal that the Offeror will provide the Lessee with all funding, management and other resources that the proposal offers.*

### **CRITERION 3. PREVIOUS EXPERIENCE**

The purpose of this component is to demonstrate your qualifications to provide top quality management of equestrian programs commensurate with your plans. Include operational experience and acknowledgement as follows using not more than 10 pages including all text, pictures, graphs, etc.:

- a) Name and location of operation(s) – as many as are applicable
- b) Time frame of experience
- c) Role in operation(s)
- d) Description of services or programming provided, including type and frequency of programming
- e) Operating hours and seasons
- f) Number of employees
- g) Size of operation: number of animals; annual number and type of program participants
- h) Annual gross receipts
- i) Any other relevant operating conditions
- j) Any certifications, awards or formal recognition received

### **CRITERION 4. ENVIRONMENT ENHANCEMENT AND BEST MANAGEMENT PRACTICES COMPLIANCE**

The purpose of this component is to demonstrate the methods and approaches you will use to achieve the GGNRA Stables Best Management Practices goals which can be found in Exhibit B in each draft lease. See **Appendix B** for draft lease for each property. Include any innovative stables management or environmental stewardship programs, and operating procedures.

The Service expects the Lessee to engage in operating and maintenance practices that maximize, the fullest extent feasible, the following, best management principles. Using not more than 15 pages including all text, pictures, graphs, etc., describe your proposed Best Management Practices program:

- a) **Water Quality.** Describe specific techniques you will implement to manage Surface Water and Runoff to protect water quality.
- b) **Erosion and Sediment Control.** Describe specific techniques you will implement to manage erosion to keep soil in place and reduce sediment in Surface Waters.

- c) Responsible Manure Management. Describe specific techniques you will implement to manage manure and urine to avoid water pollution, airborne contaminants and dust, protect vegetation and reduce pests.
- d) Environmental Sustainability. Describe specific techniques you will implement to conserve water, minimize the impact and use of pollutants and minimize the spread of noxious weed seeds.
- e) Visitor and Animal Safety. Describe specific techniques you will implement to promote safety of animals, visitors, and staff and to ensure emergency preparedness.

**CRITERION 5. PLAN FOR HISTORIC PRESERVATION, IMPROVEMENTS AND MAINTENANCE**

The purpose of this component is to demonstrate how you plan to rehabilitate, improve, and maintain the property to ensure that the area is safe, accessible and functional, and that it is preserved in a manner compatible with the historic designation of the structures and cultural landscape.

Using not more than 20 pages including all text, pictures, graphs, etc.:

- a) Submit a facility improvement plan specifying how you intend to ensure an accessible, safe and functional facility. The plan should address all components of Minimum Site Improvements Required (described in **Appendix A**) and may also include Offeror-proposed Additional Real Property Improvements. The Facility improvement plan should comprehensively describe:
  - i. Proposed improvements that the Offeror will accomplish, including Required Real Property Improvements and Additional Real Property Improvements. Please note that, if your proposal is selected, all Required Real Property Improvements and Additional Real Property Improvements proposed will be included in lease as required Improvements.
  - ii. Site plan and floor plan sketches that illustrate the concepts of the design and include spatial relationships, scales and form for all improvements.
  - iii. Detailed schedule for design development and construction of all Required and Additional Real Property Improvements.
  - iv. Detailed cost estimates and funding source for all improvements. Please note that all cost estimates should be included as Real Property Improvement Investment expenses in your Pro Forma Cash Flow Statement (see **Attachment C** for example Pro Forma Cash Flow Statement Form).
- b) Describe how your plan for improvements complies with Historic Resource Design Guidelines for the respective property (**Appendix C**).
- c) Describe who would serve as the Project Lead to implement improvements (offeror staff, general contractor, or other), and the qualifications and experience of this individual(s) or organization, as outlined below:

- i. Describe Project Lead's experience in rehabilitation of historic buildings, including specific experience following and utilizing the Secretary of Interior's Standards and Guidelines, National Historic Preservation Act (NHPA) and Section 106 compliance. If Project Lead has not been selected, describe minimum qualifications that would be utilized for selection.
  - ii. Describe Project Lead's experience in renovating and maintaining facilities and grounds, including specific experience following and utilizing the National Environmental Policy Act (NEPA), and relevant building and accessibility codes.
- d) Describe daily operating procedures for facilities management, including repairs and cyclic maintenance. Discuss your ability and approach to planning and to implementing a Maintenance and Repair Plan utilizing the Maintenance and Repair Reserve described in section A(5)(c)(i) above and in section 5.4 in each draft lease, attached as **Appendix B**).

### **CRITERION 6. RENT OFFERED**

State how much annual rent you are offering to pay for the first lease year. Rent will be adjusted annually by CPI, as described in section 5.3 in each draft lease (attached as **Appendix B**). The annual rent offered will be a criterion by which the proposal is evaluated and must be equal to or greater than the minimum annual rent for the respective property, provided in **Appendix A**. The competitiveness of this evaluation criterion will be directly related to the level of rent offered.

### **3. Additional Information and Modifications of Proposals**

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

### **E. Service Evaluation and Selection of the Best Proposal**

The 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 Service 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 Service.

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

The Service will negotiate the terms of the final lease with the Offeror determined to have submitted the best proposal under the selection criteria. If that Offeror does not agree to the final terms of the lease as proposed by the Service within 30 days of selection (or such extended time period as determined by the Service in its sole discretion), the Service, in its discretion, may terminate negotiation and negotiate with other Offerors for award of the offered lease or cancel this solicitation without liability to any person or organization. Award of a lease to an Offeror is dependent on successful negotiation of the final terms of the lease.

## **F. Lease Terms and Conditions**

### **1. Term of Lease**

The lease to be awarded under this RFP will be for a term of ten (10) years, with an anticipated start date on or around September 15, 2014.

### **2. Lease Provisions**

The lease to be awarded under this RFP will contain the provisions required by the Service leasing regulations at 36 CFR Part 18 as well as other provisions determined by the Service to be necessary to assure use of the leased property in a manner consistent with the purposes of the park area. Certain provisions of the lease, including, without limitation, its term, required improvement program, minimum insurance coverages, and minimum rent are non-negotiable. See **Appendix B** for a draft lease. Required provisions of the final lease include, without limitation:

- a. A termination for cause or default provision;
- b. Appropriate provisions requiring the Lessee to maintain the leased property in good condition throughout the term of the lease;
- c. 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 the Service;
- d. Appropriate provisions requiring the Lessee to pay for use of all utilities used by the Lessee and to pay all taxes and assessments imposed by federal, state, or local agencies applicable to the leased property or to Lessee activities;
- e. 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;

- f. Appropriate provisions stating that the Lessee may not construct new buildings or structures on leased property except in limited circumstances;
- g. 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 Service;
- h. Appropriate provisions that describe and limit the type of activities that may be conducted by the Lessee on the leased property;
- i. Appropriate provisions requiring Lessee to reimburse lessor for its administrative costs relating to planning, compliance, and implementation of facility improvements; and
- j. Appropriate provisions requiring that Lessee submit to lessor plans including Programmatic Plan, Best Management Practices Compliance Plan, and Preservation Maintenance Plan.

#### **G. Confidentiality of Proposals**

All proposals submitted in response to this RFP may be disclosed by the Service to any person or organization, upon request, to the extent required or authorized by the Freedom of Information Act. If you believe that a proposal contains trade secrets or confidential commercial and financial information that you do not want to be made public, please include the following sentence on the cover page of each copy of the proposal:

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

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

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

Information so identified will not be made public by the Service except in accordance with the requirements of the Freedom of Information Act and all other applicable laws.

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

**REQUEST FOR PROPOSALS (RFP)**  
**Lease No: L-GOGA011-14, L-GOGA012-14, and L-GOGA013-14**

**ATTACHMENTS AND APPENCIES TABLE OF CONTENTS**

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**APPENDICES**

- A..... MAPS AND DESCRIPTIONS OF PROPERTIES FOR LEASE**
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- D.....SAMPLE OFFEROR TRANSMITTAL LETTER**

**ATTACHMENT A**

<b>BUSINESS ORGANIZATION AND CREDIT INFORMATION</b> <b>Corporation/Limited Liability Company</b>
---

*Complete separate form for the submitting corporation and any and all parent entities.*

<b>Name of Entity</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Email Address</b>	
<b>Contact Person</b>	
<b>Title</b>	
<b>Tax ID#</b>	
<b>State of Incorporation</b>	
<b>Date of Incorporation</b>	

<b>OWNERSHIP</b>	<b>NUMBER AND TYPE OF SHARES OR PERCENTAGE OF OWNERSHIP</b>	<b>CURRENT VALUE OF INVESTMENT</b>
Names and Addresses of those with controlling interest or key principals		
<b>Total of All</b>		
<b>Total Shares Outstanding</b>		

<b>CORPORATE OFFICERS AND BOARD OF DIRECTOR OR MANAGING MEMBERS</b>	<b>ADDRESS</b>	<b>TITLE AND/OR AFFILIATION</b>

**Attach a copy of the following:**

- 1) Certificate from state of incorporation indicating that the entity is in “Good Standing.”
- 2) Description of relationship of submitting corporation and all parent entities to the Offeror.

**ATTACHMENT B**

<b>BUSINESS ORGANIZATION AND CREDIT INFORMATION</b> <b>Individual/Partnership</b>
--

<b>Name of Entity</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Email Address</b>	
<b>Contact Person</b>	
<b>Title</b>	
<b>Tax ID #</b>	
<b>Form of Business:</b>	
<input type="checkbox"/> <b>Partnership</b> <input type="checkbox"/> <b>Sole Proprietor</b> <input type="checkbox"/> <b>Other (describe) _____</b>	
<b>Years in Business</b>	

<b>OWNERSHIP</b>			
<b>Names and Addresses of Each Partner or Sole Proprietor</b>	<b>Percentage of Ownership</b>	<b>Current Value of Business</b>	<b>Role in Providing Concession Services</b>

## ATTACHMENT C

### FINANCIAL CAPABILITY

**Note to Offeror:**

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

- 1) Demonstrate that you have a credible, proven track record of meeting your financial obligations by providing the following:
  - a. The completed **Business History Information** form provided at the end of this section.
  - b. Audited financial statements for the two most recent fiscal years, with all notes to the financial statements. Financial statements should be provided for the Offeror AND all parent companies. Personal financial statements must be provided for any owners of a sole proprietorship or general partners within a partnership.  
-OR-  
If the requested information is not available or not representative of your financial history, present an explanation in sufficient detail to enable a reviewer to fully understand the reasons why, and provide comparable evidence, accompanied by a description, of your financial track record.
  - c. A current credit report (within the last six months) in the name of the Offeror from a major credit reporting company such as Equifax, Experian, or Dunn & Bradstreet.
- 2) Demonstrate that your proposal is financially viable and that you understand the financial obligations of the lease by providing the following:
  - a. Your estimate of the acquisition and start-up costs of this business using the **Initial Investment and Start-Up Expenses** form (a sample of this form is located at the end of this Attachment section) included in the Excel spreadsheets provided. In a separate document, explain fully the methodology and the assumptions used to develop the estimate. The information provided should be of sufficient detail to allow a reviewer to fully understand how the estimates were determined. If you are the existing operator and will have no initial investment or start-up costs, please include that information on the form.
  - b. Using the Excel spreadsheets provided, complete the **Pro Forma Income Statement** form (a sample of this form is located at the end of this Attachment section), **Pro Forma Income Statement Assumptions** form, and the **Pro Forma Cash Flow Statement** form (a sample of this form is located at the end of this Attachment section), provide estimates of prospective

revenues and expenses of the business in the form of annual prospective income and cash flow statements for the entire term of the lease. The information provided should clearly include estimated expenses for all Required Real Property Improvements and Additional Real Property Improvements included in your response to Criterion 5.

- 3) Demonstrate your ability to obtain the required funds by providing credible, compelling documentation. Fully explain the financial arrangements you propose, using the following guidelines:
- a. If funds are to be obtained from operating cash flows, document each source and availability of these funds by referencing your previous and current audited financial statements.
  - b. If funds are to be obtained from lending institutions (banks, savings and loans, etc.), provide financing agreements, letters of commitment, or similar supporting documents. The support documents must, at a minimum, include the amount of the loan, the interest rate, the term of the loan and any encumbrances on the loan. Also, include a letter (addressed to the National Park Service from the Lender), which provides compelling documentation as to the likely amount of funds available to the Offeror at the start of the lease. Include the lending institution contact name on the letter and authorize the lending institution to release any information to the National Park Service concerning relevant financing arrangements.
  - c. If funds are to be obtained from an individual, foundation, or a corporation whose primary fund source is an individual, provide the following as appropriate:
    - Current personal financial statement for the primary source of funds.
    - Documentation of any assets to be sold.
    - Written funding commitment from the individual or corporation.
    - Any other assurances or documentation that makes a compelling demonstration that the funds are available.
  - d. If funds are to be obtained from working capital liabilities (such as advanced deposits or accounts payable), please provide estimates and a rationale for each estimate. The information provided should be of sufficient detail to allow a reviewer to fully understand how the estimates were determined.
  - e. If funds are to be obtained from another source (i.e., a foundation or a corporation whose primary fund source is not an individual), provide the following as appropriate:
    - Written funding commitment from the fund source.
    - Any other documentation that is necessary to create a compelling demonstration that the funds required to operate this business opportunity are available.

**BUSINESS HISTORY INFORMATION**

Business History Information should be provided for the Offeror AND all parent companies.

The Information provided below is for the entity:\_\_\_\_\_

- 1) Has Offeror ever defaulted from or been terminated from a management contract or lease, or been forbidden from contracting by a public agency or private company?

YES                       NO

If YES, provide full details of the circumstances.

- 2) List any Foreclosures, Bankruptcies, Transfers in Lieu of Foreclosure, and/or Work-Out/Loan Modification Transactions during the past 5 years. (If none, then so indicate). Attach an explanation of circumstances, including resolution, bankruptcy plan, and/or other documentation as appropriate.

<b>Name of Property</b>	<b>City/State</b>	<b>Property Type</b>	<b>Approximate Loan Amount</b>	<b>Lender</b>	<b>Year of Event</b>

- 3) Describe any pending litigation or current lawsuits (other than those covered adequately by insurance) which if adversely resolved would materially impact the financial position of the Offeror.

**INITIAL INVESTMENTS & START UP COSTS**  
 -----  
**SAMPLE FORM**

**INITIAL INVESTMENTS AND START-UP EXPENSES FORM**

<b>Company Name</b> <span style="background-color: #cccccc; display: inline-block; width: 150px; height: 15px;"></span>	
<b>Grey Cells are Input Cells</b>	
<b>ASSETS</b>	
<b>Immediate Purchase of New Assets</b>	
New Furniture, Equipment, Systems	\$ -
Inventory and Supplies	\$ -
Horses	\$ -
Year 1 Real Property Improvements	\$ -
Other (describe)	\$ -
<b>TOTAL</b>	<b>\$ -</b>
<b>OTHER</b>	
Start-Up Expenses	\$ -
Working Capital	\$ -
Other (describe)	\$ -
<b>TOTAL</b>	<b>\$ -</b>
<b>TOTAL INITIAL INVESTMENTS AND START-UP EXPENSES</b>	
	<b>\$ -</b>

**Notes**

- 1) In a separate "Investments Assumptions" document, please provide an explanation of sufficient detail to allow a reviewer to fully understand your assumptions and how the estimates were determined.
- 2) Grey cells represent categories that need to be explained on the "Investments Assumptions" document.
- 3) Formulas included in this form are provided by the Service as guidance only. The Applicant is responsible for its financial projections and their accuracy.
- 4) All Applicants must include their estimate of the value of all property intended, whether planned for acquisition or currently owned, for use in the Lease.
- 5) The items indicated above are the estimated planned expenditures for initial investment, defined as one-time costs in either the year prior to or the first year after the start of the Draft Contract.
- 6) Expenditures entered in this form should be in addition to that of typical annual capital investments and operating expenses of the first year of the New Contract.
- 7) Expenditures entered into this form should not be included in the proforma income statement.
- 8) Expenditures entered in this form should be included in the cash flow proforma as capital expenditures in either the year prior to or the first year after the start of the New Contract.

**Definitions**

**Start-up Expenses**

One-time expenses incurred prior to the beginning of the contract, or during the first year of the contract, if needed, to implement your proposal.

**Working Capital**

Additional funds for working capital current assets such as pre-paid expenses, contingencies, and other necessary cash flow requirements. This should not be confused with Net Working Capital (current assets-current liabilities). Working capital current liabilities (such as advanced deposits, and accounts payable, should be included as funding sources in Subfactor 4b)

# PRO FORMA INCOME STATEMENT

## ----- SAMPLE FORM

### PROFORMA INCOME STATEMENT ASSUMPTIONS

Company Name

**Grey Cells are Input Cells**

**General**

Contract Start Date Assumption	
Revenue Inflation	0.0%
Expense Inflation	0.0%

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
--	------	------	------	------	------	------	------	------	------	------

**Revenue**

**Equestrian Programs**

Number of Horses										
Number of days open										
<i>Program type 1 (specify)</i>										
Number of participants per day										
Average price per participant per day										
<i>Program type 2 (specify)</i>										
Number of participants per day										
Average price per participant per day										
<i>Program type 3 (specify)</i>										
Number of participants per day										
Average price per participant per day										
Annual Revenue										

**Other**

Describe										
Describe										
Describe										

**Other Revenue**

Sources	
---------	--

**Cost of Sales**

Other	0%	Describe
-------	----	----------

**Direct Expenses**

	<u>Labor</u>	<u>Taxes/Reg</u>	<u>Other Exp</u>	<u>Total</u>
Direct Salaries, Wages, Payroll Taxes & Benefits				
Animal care expenses: veterinary, farrier, other				-
Feed and Bedding Supplies				
Operating Supplies				
Equipment Rental				-
Other (Describe)				



**PRO FORMA CASH FLOW STATEMENT**

-----  
**SAMPLE FORM**

**PROFORMA CASH FLOW STATEMENT FORM**

Company Name <span style="background-color: #cccccc; display: inline-block; width: 200px; height: 15px;"></span>										
Gray Cells are Input Cells										
<b>Operating Activities</b>	<b>2014</b>	<b>2016</b>	<b>2018</b>	<b>2017</b>	<b>2018</b>	<b>2018</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Net Income	0	0	0	0	0	0	0	0	0	0
Depreciation	0	0	0	0	0	0	0	0	0	0
Amortization										
Change in working capital										
Other (describe)										
Other (describe)										
<b>Net Cash Provided by Operating Activities</b>	-	-	-	-	-	-	-	-	-	-
<b>Financing Activities</b>										
Dividend										
Notes Payable										
Other (describe)										
Other (describe)										
<b>Net Cash Used In Financing Activities</b>	-	-	-	-	-	-	-	-	-	-
<b>Investment Activities</b>										
Purchase of New Assets										
Real Property Improvement Investments										
Working Capital										
<b>Net cash used in Investing activities</b>										
<b>Total Cash Flow</b>										

**Notes**

- 1) In a separate "Investments Assumptions" document, please provide an explanation of your Investment Activities, including Personal Property, Real Property, and Other Investments as applicable. Provide sufficient detail to allow a reviewer to fully understand your assumptions and how the estimates were determined.
- 2) Formulas included in this form are provided by the Service as guidance only. The Applicant is responsible for its financial projections and their accuracy.
- 3) Investment activities should include entries for one time acquisition and disposal at the beginning and end of the Lease term as well as cyclical or annual capital investments such as replacement.
- 4) Estimates for capital expenditures in the Cash Flow Statements made prior to or during the first year after the start of the Lease should be reflective of estimates provide in the Initial Investment and Start-up Costs form.
- 5) Estimates for real property improvement expenditures in the cash flow statement should be reflective of estimates provided in offeror's Facility Improvement Plan (response to Criterion 5)