



Request for Proposals
Hyde Park Drive-In Movie Theatre
Hyde Park, New York



Key dates for this Request for Proposals are as follows:

RFP Release Date: August 17, 2023
Site Tours: By appointment only
Question Submission Deadline: October 20, 2023
Initial Proposal Submittal Deadline: November 3, 2023
Rolling Submittal Deadlines: Every Friday until a selection has been made
Anticipated Date for Selection of Qualified Proposals: Four to Six Weeks after Submittal Deadline
Anticipated Lease Effective Date: Subject to Negotiation

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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, including movie projection and food concession building, a projection screen, existing ingress and egress, ticket booth, and marquee sign at the Home of Franklin D. Roosevelt National Historic Site.

The selected offeror (Offeror, ‘you’, ‘your’) will have exclusive negotiation rights to enter into 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.

Overview of Property Offered for Lease

The Hyde Park Drive-In Movie Theatre is located at 4114 Albany Post Road, Hyde Park, New York, 12538. The Lease Premises consist of approximately 9.07 acres, which have been utilized as a drive-in theatre since 1950. The site includes a single-story approximately 2,370 SF building that contains restrooms, a concession stand for quick service convenience food items, storage, and administrative space. The site has the capacity for parking up to 670 cars. A marquee sign, ticket booth, and projection screen are also located on the site closer to the street.

The land site included in this offering is on the National Register of Historic Places as a component of the Home of Franklin Delano Roosevelt National Historic Site Historic District. However, the Drive-In itself, including the concession building, screen, ticket booth, access drives, and drive-in parking areas have been determined to be non-contributing elements for this this district.

A detailed description of the buildings on the property can be found in **Appendix A**.

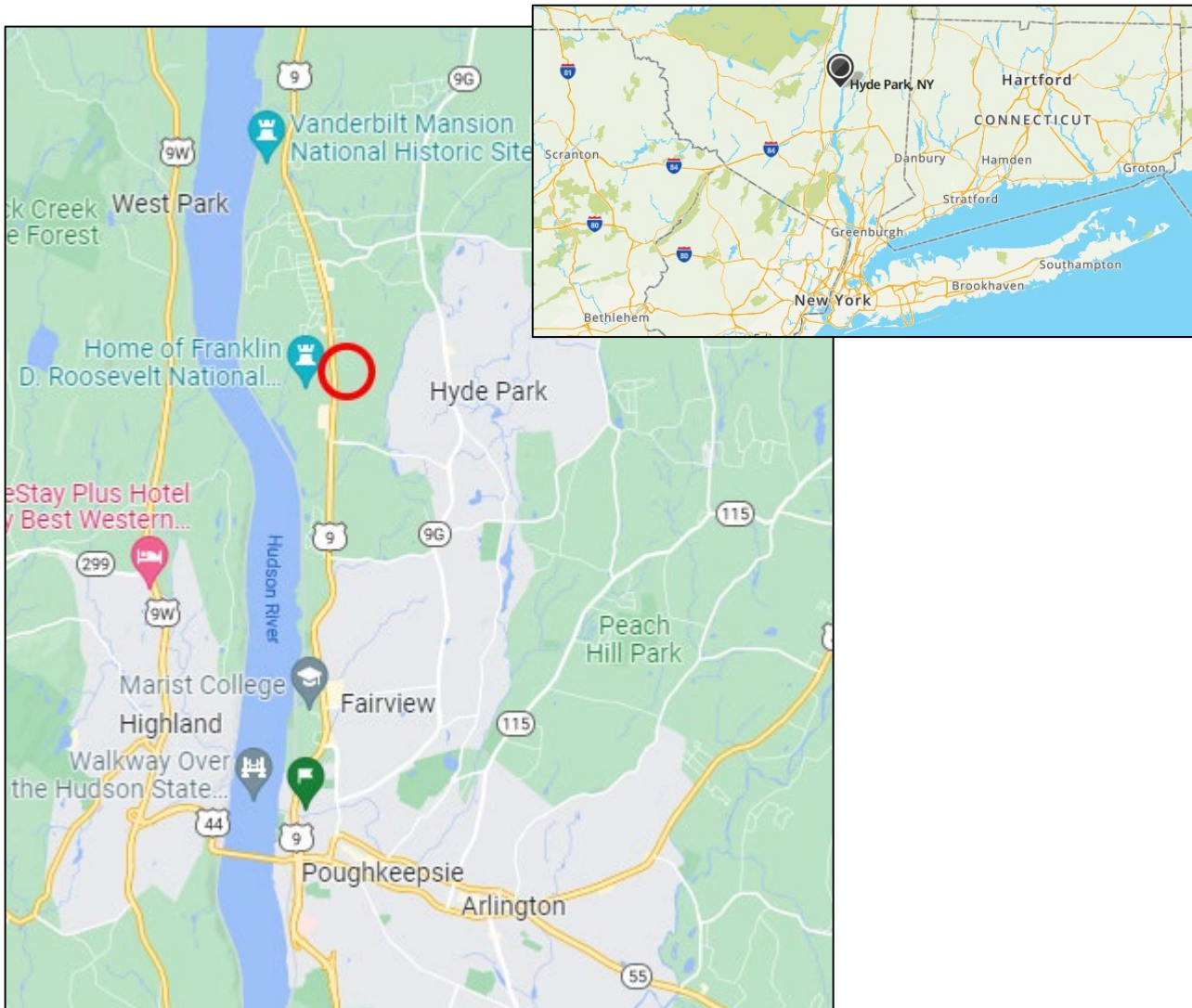
Overview of Lease Terms and Conditions

Offerors may propose a lease term up to a maximum of twenty (20) years for the Hyde Park Drive-In Movie Theatre. The property will be leased as-is; the lessee will be responsible for any repairs or improvements it deems necessary. Improvements must be approved in advance by NPS, and to the extent applicable, carried out in accordance with the [Secretary of Interior’s Standards for Historic Preservation](#). The lessee is expected to continue operation as a drive-in movie theater. The lessee will be expected to perform routine maintenance on all buildings and grounds throughout the term of the lease and will be responsible for keeping the operations and buildings within compliance of all relevant health and safety codes. After the lessee makes any initial repairs they deem necessary, and the property is operational, the National Park Service will be responsible for replacement of major components such as roofs and HVAC systems, when they reach the end of their life cycle. **The NPS will not be responsible for the repair or replacement of the screen or any projection equipment.**

The features on the property are in good condition and the lessee must continue to operate it as a drive-in movie theatre. A detailed description of the lease terms and conditions are included in Attachment A, the Sample Lease.

The location of the Hyde Park Drive-In Movie Theatre property and buildings offered for lease (hereafter referred to as “Drive-In”) are depicted in **Exhibit 1**, below.

Exhibit 1: Location of the Drive-In (circled in red)

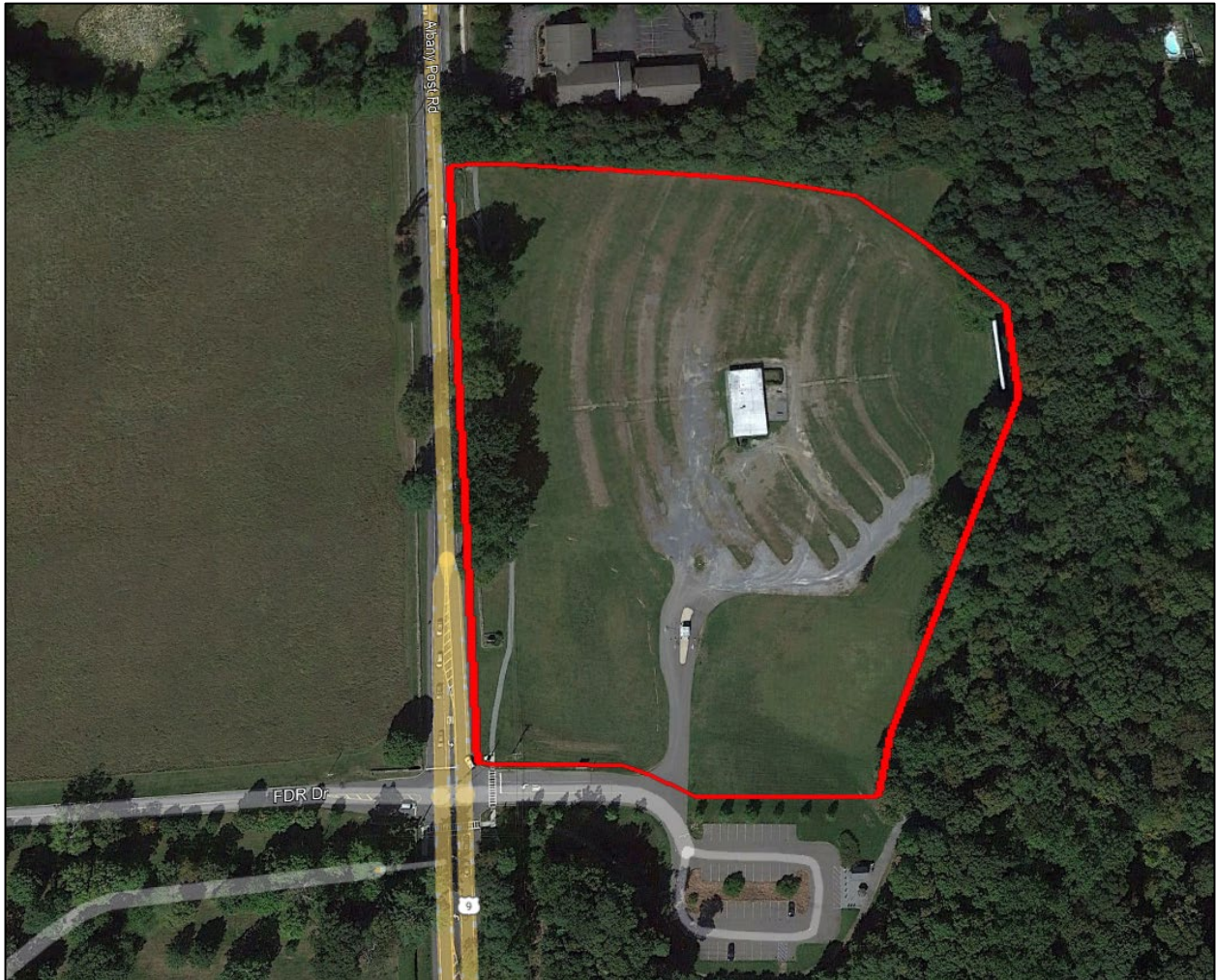


Lease Premises

The Lease Premises under this RFP is shown in **Exhibit 2**, below. The premises includes the exteriors and interiors of the Drive-In bathroom/concession building, projection screen, ticket booth, marquee sign, parking field, and ingress and egress routes. The lease premises is also inclusive of all infrastructure within the curtilage that is associated with operation of the buildings and movie theatre, including but not limited to the water systems, electric, and septic systems.

Descriptions and photos of the buildings that will be included in the lease are in **Appendix A**.

Exhibit 2: Drive-In Lease Premises



Use of the Lease Property

Lessee may use the Hyde Park Drive-In Movie Theatre for commercial purposes, in accordance with federal, state, and local law. The Hyde Park Drive-In Movie Theatre must continue to be operated as an outdoor movie theatre. Key information about the authorized use is summarized below.

Key information about authorized use:

- Lessee is responsible for the cost and implementation of all repairs, replacements, and improvements needed to occupy the buildings, though they may be able to recover some these costs if they are approved as a rent payment offset.
- **The NPS does not own the existing projection or sound systems and those systems are not part of the Lease Premises.** It will be the responsibility of the Lessee to acquire their own projection and sound systems.
- The premises may be used year-round, weather permitting.

- Hours of commercial operation, including special events, are subject to NPS approval and must be in accordance with state and local regulations.
- Special events, such as car shows, flea markets, farmer’s markets, holiday events, etc. are subject to NPS approval and must be in accordance with federal, state, and local laws and regulations.
- New improvements to the property, such as adding a second screen, patio seating, or a beer garden, etc., are subject to NPS approval and must be in accordance with federal, state, and local laws and regulations.
- The Lessee, any Sublessees, and any employee or contractor hired by the Lessee must comply with all applicable regulations and maintain any required licenses, permits and/or certificates needed to operate including but not limited to certificate of occupancy, liquor license, and food handling certification.
- Lessee is granted exclusive use of the buildings and lease curtilage. The surrounding NPS property shall remain fully accessible to the public.
- With prior NPS approval, Lessee may sublease the concession operations, sublease spaces to food trucks, or allow similar operations.
- Candles, campfires, or any other type of open flame (excluding stoves or other kitchen equipment) are not permitted on the property.
 - Lessee must have fire extinguishers and/or fire suppression systems in any area where heat may be generated (concession kitchen, projection room, etc.), and Lessee’s staff/contractors must be trained in their use.
- In the event of a government shutdown, access to leased facilities is permitted.

Term of the Lease

The Lease term could commence as early as February 1, 2024, with rent and property insurance beginning upon Lease commencement. However, the actual Lease commencement date is subject to negotiation between the NPS and the selected Offeror. The maximum lease term is twenty (20) years, though could be shorter, subject to negotiation between the NPS and the selected Offeror.

Rent

NPS is required under 36 CFR Part 18 to receive, at a minimum, fair market value rent. The amount of rent will be negotiated subsequently with the selected offeror, provided that, the final rent must at least equal fair market rental value as determined by the National Park Service.

Rent Payment Offsets may be considered for expenditures on initial and ongoing capital investment made towards improving the property. It is expected these Rent Payment Offsets will substantially reduce Rent Payments.

The Fair Market Value Rent for the Hyde Park Drive-In Movie Theatre has been determined to be \$4,000 per month that the theatre is in operation, with the greater of, 3% or CPI per annum increases. Rent for partial months of operation can be prorated.

Insurance

During the term of this Lease, the Lessee shall maintain General Liability, Boiler and Machinery, Property, Worker's Compensation and Employer's Liability, and Business Interruption and Extra Expense insurance. 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.

Other Terms and Conditions

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

Premises Condition

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

Contractors

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

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

Utilities

The Lessor shall provide all utilities necessary to operate the buildings and movie operations, including but not limited to electricity, heating oil, and water. The Lessee is permitted to use or replace the existing electrical, communications, HVAC, water, and septic infrastructure.

The Lessee is solely responsible for all other 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.

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.

Grounds Maintenance

The Lessee is responsible for all landscaping and grounds maintenance on the premises. This includes maintaining the grass and the grounds in good condition, including, without limitation, regular grass mowing, ornamental plantings within containers, and trash removal. Lessor will be responsible for all tree maintenance unless agreed to in advance and in writing by both parties.

Jurisdiction

The Lease Premises are subject to concurrent jurisdiction. Under concurrent jurisdiction, Federal and State governments share the governmental authority and 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.

Competitive Process

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

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

Appointments-Only Site Tour and Additional Information

Site tours will be available by appointment only. Requests for site tours must be made via email to amy_bracewell@nps.gov.

Questions not addressed in this RFP will be collected and responded to through issuance of Question & Answers (Q&A) to all registered interested parties. For the initial submission period questions must be submitted by October 20, 2023 via email to amy_bracewell@nps.gov. Q&A's along with this RFP and attachments can be found at the Park's website, www.nps.gov/hofr/getinvolved/do-business-with-us.htm.

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

- Waive or correct any defect or technical error as to form or content of this RFP or in any response, proposal, or proposal procedure, as part of the RFP or any subsequent selection and negotiation process.
- Reissue an RFP.
- Modify, amend, or suspend any and all aspects of the RFP and selection process.
- Modify the scope of the Lease or the required responses, or modify the components of the Lease.

- Request that Respondents clarify, supplement, or modify the information submitted.
- Extend deadlines for accepting RFP responses, or request amendments to responses after expiration of deadlines.
- Consider comparable projects owned, developed, or operated by a Respondent.

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The initial RFP solicitation will be open for 60 days, if the NPS has not received enough proposals by the initial submittal deadline the RFP solicitation will remain open on a rolling 1-week basis until a proposal has been selected. During a rolling RFP period, questions must be submitted by Wednesdays at 1:00 PM EDT (or EST if applicable).

Proposal Submission Protocol

Proposals may only be submitted electronically. Proposals that are not received at the designated electronic address by the specified deadline will not be considered. NPS will not consider hardcopy proposals.

Telephonic proposals, faxes, e-mail, and other means of transmittal will not be considered. Please refer to the Proposals Considered Public Documents section, in this RFP if you believe that a proposal contains trade secrets or confidential commercial and financial information that you do not want to be made public.

Authority

This RFP is issued under the authority of 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 U.S.C. Ch. 1021), and other applicable authorities.

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

NATIONAL PARK SERVICE AND THE HOME OF FRANKLIN D. ROOSEVELT NATIONAL HISTORIC SITE

America’s 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 the

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

The Home of Franklin D. Roosevelt National Historic Site, on the east bank of the Hudson River in Dutchess County, New York, is the birthplace and lifelong home of the 32nd president of the United States. The Hyde Park estate of Franklin Delano Roosevelt (FDR) served as a wellspring for the ideals that he championed in his political life as well as his family home and public life throughout his career and especially during his presidency. It is the only place where a U.S. president maintained lifelong connections, from birth through his career to his final resting place.

Home of Franklin D. Roosevelt National Historic Site comprises almost 772 acres of the former 1,522-acre historic Roosevelt Family Estate that stretched from the Hudson River east to Cream Street in Hyde Park and includes gardens, grounds, orchards, woodlands, and former agricultural lands.

The Franklin D. Roosevelt Library and Museum, established in 1938 by Congress as the nation's first presidential library, is managed by the National Archives and Records Administration. Home of Franklin D. Roosevelt National Historic Site **and** the Franklin D. Roosevelt Library and Museum work together closely, sharing the visitor center and presenting a comprehensive depiction of the Roosevelts. To learn more please visit the park website at: www.nps.gov/hofr.

HISTORY OF THE HYDE PARK DRIVE-IN

The Drive-In opened on July 28, 1950, as the Hyde Park Auto-Vision Theatre and was later renamed Hyde Park Drive-In. In 2000, the theatre was sold to Scenic Hudson Inc. and then acquired by the National Park Service in 2011 as part of the larger historic Farm Lane property. This property was historically included in the 1,522-acre Roosevelt estate which includes President Franklin D. Roosevelt's home, Springwood, historic farmlands, forest plantations, Top Cottage, and Eleanor Roosevelt's house, Val-Kill.

REQUIREMENTS

Proposals must be submitted electronically to: amy_bracewell@nps.gov

Proposals must be submitted on or before the time and date provided on the first page of this Request for Proposals. The subject line should include the following: "Drive-In RFP."

Offerors should submit their proposal in electronic format *as one cohesive document*; the Adobe PDF format is preferred, though the Microsoft Word format is acceptable; financial data may be in Microsoft Excel format. 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, the total file size of the email submission, including all attachments, cannot exceed 40MB. If your proposal exceeds this limit, you should submit your proposal as a link through a cloud-based storage application, such as Dropbox, Google Drive, or Microsoft OneDrive. You should be able to create a free account with any of these applications if you do not have one already. If you cannot access one of these applications, you may 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.

Proposals are limited to 100 pages or less, not including attachments. Any proposals over these limits will be deemed non-responsive and not evaluated further.

Effective proposals should be organized in the order of the **Required Information** detailed below and should contain clear, concise answers that address all the questions raised. **Proposals that do not specifically answer all questions will be deemed non-responsive and not evaluated further.**

NPS reserves the right to deviate from any provision of this RFP, consistent with applicable statutes, regulations, and policies. NPS may extend the submission deadlines for any reason.

PROPOSAL EVALUATION AND SELECTION GUIDELINES

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

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

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

PROPOSAL CONTENT AND CRITERIA

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

Checklist of the Components of a Responsive Proposal

- A Signed Transmittal Letter
- The Proposal Itself, with sections for 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
 - Personal Financial Statements, such as bank or investment account statements that substantiate the information provided in Form 10-352
 - 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
 - Personal Financial Statements, such as bank or investment account statements that substantiate the information provided in Form 10-353
 - 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
 - Personal Financial Statements for all the principals of the organization, such as bank or investment account statements that substantiate the information provided in Form 10-354
 - Business Financial Statements for the most recent 2 years
 - Credit reports for all of the principals of the organization (and the Business if available), 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)

Required Information

Offeror Identification

Please provide full identification of the person(s) responsible for each proposal submitted: Name(s), address(es), telephone number(s), e-mail address(es), and fax number(s) if applicable. Your proposal must include a Transmittal Letter, a sample is provided in Attachment D.

Please complete and submit the applicable Business Organization 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: Use and Concept

Please describe your intended use of the property and your concept for the operation. This section should include your overall vision for the theatre.

Criterion 2: Operations

Please state how you intend to conduct operations on the property, including, at minimum, the following:

- Using the included site maps, identify how you will utilize the property. At minimum include areas where food will be prepared or served and where the sale of alcohol is proposed.
- Provide your plan for the typical operations of the drive-in theatre.
- If events are proposed, describe the types and estimated sizes.
- Provide the proposed seasonal schedule and hours of operations for the Drive-In.
- Describe organizational structure of the operations including management roles, brief position descriptions, and estimates for the number of employees.

Criterion 3: Improvements and Maintenance

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 structures must conform to all applicable standards, including, to the extent they are applicable, the Secretary of Interior's Standards for Historic Preservation. Your response should include:

- Your proposed annual maintenance plan for the property.
- Any repairs, replacements, and improvements you propose for the property; a timeline for completion of this work; and a timeline for occupancy of buildings.

- Cost estimates for all repairs, replacements, and improvements; personal property investment (including all furniture, fixtures, and equipment (FF&E)); estimated annual maintenance expenses; and all other startup costs you propose in connection with this opportunity.
- If you are proposing any changes to the property, provide conceptual designs for any changes you propose, conceptual plans and specifications for system repair/replacement, and conceptual plans and specifications for facilities, fixtures, and equipment.
- The steps you will take to preserve and protect this historic property, including how you will ensure the property remains eligible for listing on the National Register of Historic Places throughout the term of the lease.

Criterion 4: Financial Capability

The Offeror must be capable of making the financial investment required for the level of service the Offeror proposes. Offerors must identify the manner by which they propose to fund the Improvements and other start-up costs they propose for the premises.

- Submit the source and availability of the funds necessary to carry out your obligations under the terms of the proposed lease, **through bank statements, financing commitment letters, or similar documents that substantiate your financial capability**. At a minimum, this includes the Financial Capability Information and comprehensive supporting documentation outlined in Attachment B (Forms 10-352, 10-353, or 10-354, **including all required attachments**).
- 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 (Equifax, Experian, or TransUnion).

Criterion 5: Experience

Please explain how your experience and background qualifies you to provide services and operate the Drive-in as described in your proposal.

As part of this section, please submit a resume for the key individual(s) in your organization.

Criterion 6: Environmental Enhancement

Please explain your proposal for managing and using the property in an environmentally enhancing manner through, among other programs and actions you may propose, energy conservation, waste reduction, and recycling.

Criterion 7: Rent Offered

Please state how much annual rent you offer to pay. The amount of rent will be negotiated subsequently with the offeror that submitted the best proposal, initially or as amended, provided that, the final rent must at least equal to the fair market value rent as determined by the National Park Service. Rent Payment Offsets may be considered for expenditures on initial and ongoing capital investment made towards improving the property.

The Fair Market Value Rent for the Hyde Park Drive-In Movie Theatre has been determined to be \$4,000 per month that the theatre is in operation, with the greater of, 3% or CPI per annum increases. Rent for partial months of operation can be prorated.

No annual rent offer of an amount less than the Fair Market Value Rent shall be accepted. Offerors may submit proposals with an offer to pay a higher annual and/or percentage of revenue rent to enhance the competitiveness of their submission. Do not propose higher rents in other forms without meeting the minimum rent requirements.

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.

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 lease 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 Offeror determined to have submitted the best responsive proposal under the selection criteria. Award of a Lease to that Offeror is dependent on successful negotiation of the final terms of the lease. If negotiations fail, NPS may negotiate with other Offerors for award of the offered 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 may be extended once for a period not to exceed one (1) additional year if the deciding official determines that an extension is necessary because of circumstances beyond the control of the NPS. Also, in accordance with applicable policy guidance, all leases with a term of five or more years must contain a CPI adjustment provision; and, all leases with a term of fifteen or more years must contain a rent reconsideration provision.

Conditions

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

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.



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APPENDIX A: Descriptions and Photos for Buildings Included in the Lease

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