



# Requests for Proposals

To Lease the Farm Complex



<b>RFP Release Date:</b> December 5, 2025
<b>Site Tours:</b> Scheduled Upon Request
<b>Initial Question Submission Deadline:</b> January 23, 2026
<b>Rolling Question Submission Deadlines:</b> Every Wednesday until a selection is made
<b>Initial Proposal Submission Deadline:</b> February 6, 2026
<b>Rolling Submission Deadlines:</b> Every Friday until a selection is made
<b>Anticipated Date for Selection of Qualified Proposal:</b> Two to Three Weeks after Submission Deadline
<b>Anticipated Lease Effective Date:</b> March 1, 2026

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## NATIONAL PARK SERVICE AND MARTIN VAN BUREN NATIONAL HISTORIC SITE

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

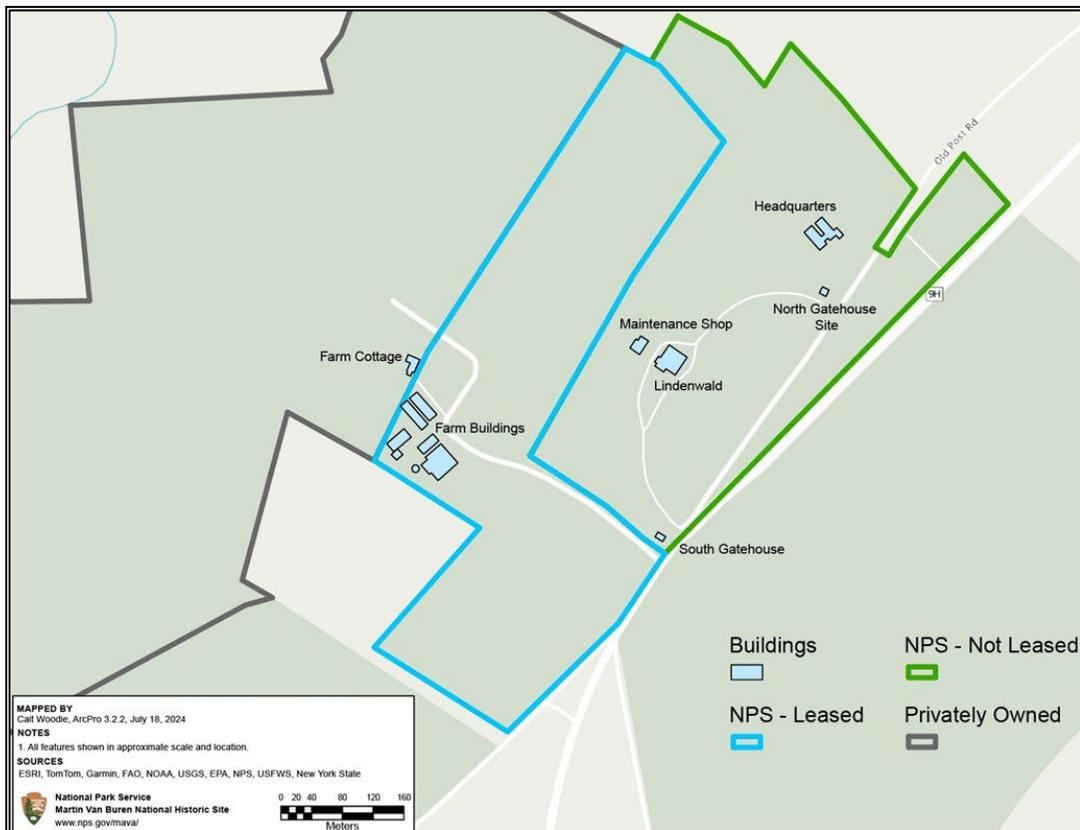
## SUMMARY OF LEASING OPPORTUNITY

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 Martin Van Buren National Historic Site Farm Lease under the following general terms and conditions.

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 Lease Premises offered through this RFP is located on NPS Tract 01-103 which is comprised of approximately 22.4 acres of agricultural land and a number of supporting structures. These include a 50’ x 36’ x 13’ pole barn, a 60’ x 26’ x 10’ concrete block garage, a 22’ x 24’ garage, two 30’ x 100’ greenhouses, and an approximately 6,600 SF barn and office.

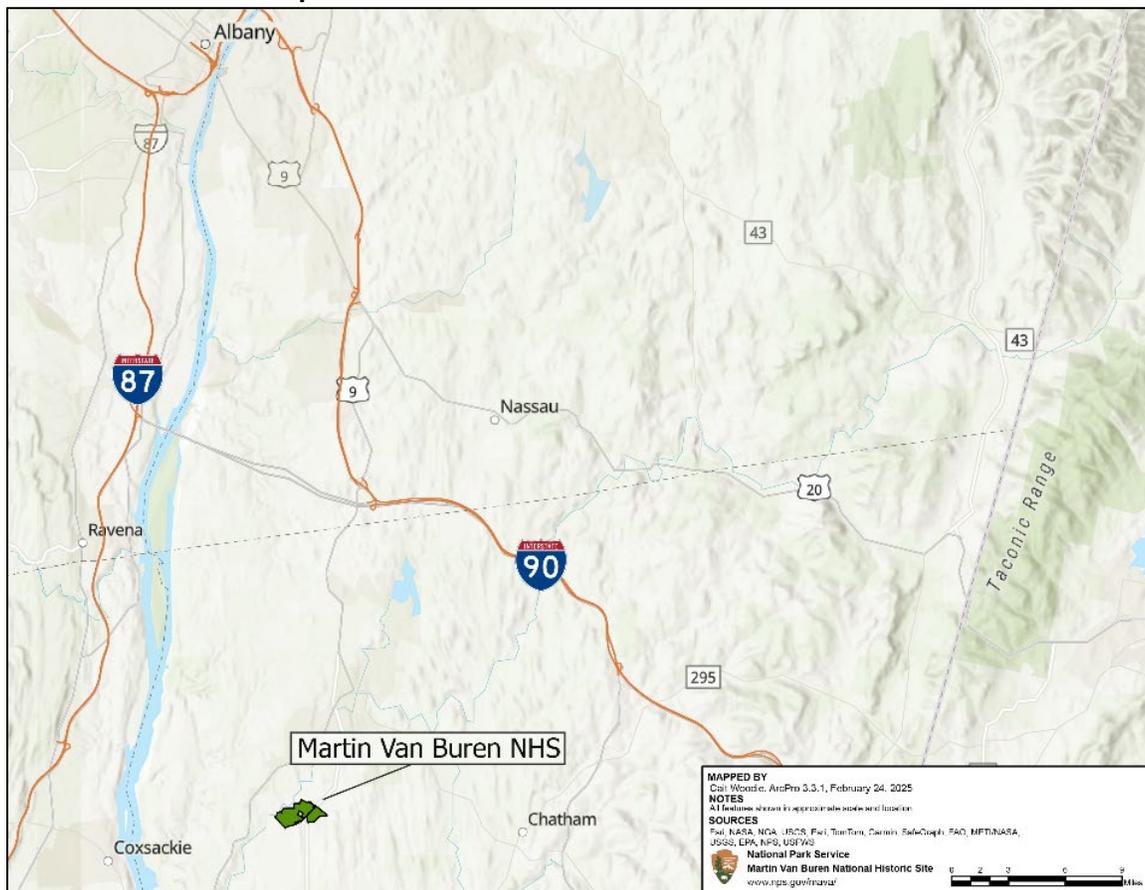


This lease encompasses agricultural land that was once part of the Martin Van Buren estate. Martin Van Buren National Historic Site was established in 1974, but the property and structures included in this lease were acquired by the NPS through a boundary expansion in 2009. An existing lease between Roxbury Farm and the former landowners, Open Space Institute, was assumed by the NPS when the property was acquired. This property has been in active cultivation for at least 350 years under European settlers and for several thousand years by the Stockbridge Munsee Band of Mohican Indians and their ancestors. Martin Van Buren lived and farmed here from 1841, when his presidency ended, until his death in 1862. After Van Buren’s death the agricultural land, the Farm Cottage, and Lindenwald Mansion passed through several owners.

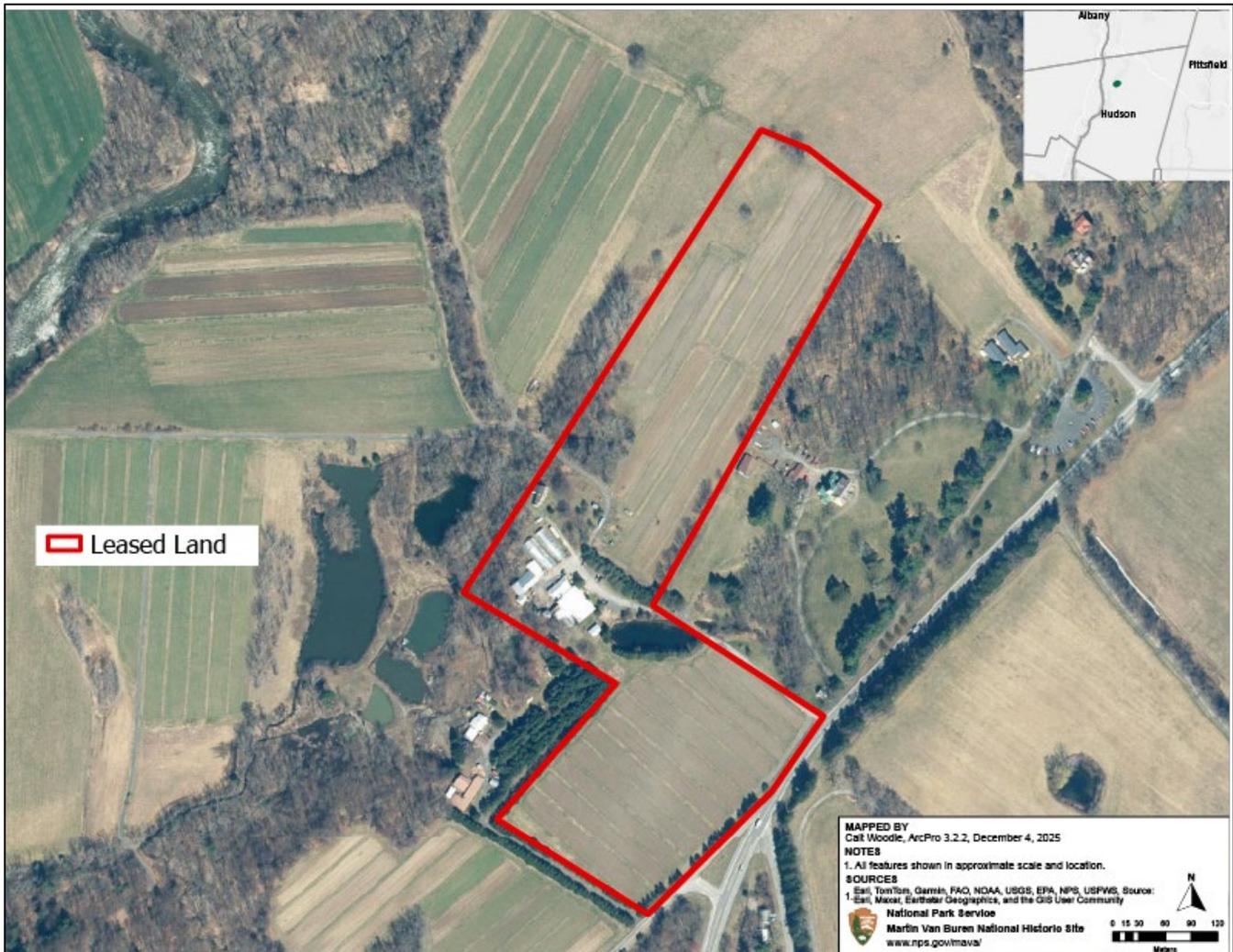
During the Van Buren era, the fields were planted primarily as orchards with sections devoted to crops like cabbage and potatoes. In the mid-20<sup>th</sup> century, the remnants of the Van Buren orchards were removed, and the fields have been planted with vegetable crops since. For a significant period in the 20<sup>th</sup> century the fields included in this lease were planted with potatoes. This monoculture farming necessitated the heavy use of fertilizers and pesticides leaving the soil high in phosphorus levels.

Roxbury Farm has leased the property since the early 2000s, they are a certified organic farm and grow a variety of crops. In 2016 the Olmsted Center for Landscape Preservation, National Park Service produced the attached document, *Agricultural Management Guidelines for the Martin Van Buren National Historic Site*. This document formalizes expectations for sustainable agriculture that prioritizes long term soil health and fertility, erosion control and water management. Many elements of these guidelines have been integrated into this RFP and will be included in the final lease.

### Exhibit 1: Location Map



## Exhibit 2: Lease Premises



### Authorized Use of the Lease Premises

Lessee will be authorized to use the premises for commercial farming. This may include vegetables, flowers, berries, and fruit. Raising bees is permitted, however, raising poultry or other livestock will not be allowed.

### Key Information About This Leasing Opportunity

- The lease will be informed by Agricultural Management Guidelines: Martin Van Buren National Historic Site (Attachment E). Key points of the management guidelines include, but are not limited to:
  - Lessee will use farming techniques that promote long term soil health and fertility and improve soil structure, including the use of cover crops, crop rotation, minimal tillage, and the use of driving lanes to minimize soil compaction.
  - Lessee will maintain soil nutrient levels using fertilizer while avoiding water pollution associated with overapplication and runoff.
  - Lessee will use sustainable pest management practices including the use of organic and bio-insecticides (such as *Bacillus thuringiensis*), and the use of physical barriers like greenhouse screens and floating row covers.

- Lessee will use sustainable weed and invasive plant management practices. This may include non-herbicide control strategies including planting smother crops, hand-pulling weeds, mowing and strategic use of mulch.
- Lessee will implement proactive erosion control strategies. This may include the use of driving lanes, buffers around fields or taking sections of fields out of cultivation.
- There is no onsite water source for irrigation. Lessee is responsible for acquiring their own water access as well as any necessary permitting and compliance with New York DEC regulations.
- Because of the proximity to the Martin Van Buren NHS orchard, and a privately owned certified organic farm, the lessee is required to follow organic farming guidelines. Lessee may be required to submit documentation of organic practices to lessor and/or adjacent landowner. Organic certification is encouraged but not required.
- All chemicals and inorganic fertilizers will be stored in lockable storage cabinets that comply with Occupational Safety and Health Standards (OSHA) regulations. Material Safety Data Sheets (MSDS), which outline safe use and potential hazards of a particular chemical will be kept available in or posted on the chemical storage facility.
- Application of pesticides including biological controls, rodenticides, and insecticides must be applied by a NY State certified applicator. Pesticide use must be logged, reported, and approved by the park Integrated Pest Management (IPM) Coordinator on an annual basis.
- Lessee shall not handle or disturb any archeological artifacts including, projectile points (commonly referred to as arrowheads), debitage (stone flakes created during the production of stone tools), stone shards, stone tools, pottery sherds, or bricks found on the surface or brought to surface through tilling or other agricultural activity.
- Outside of planting, tilling, or harvesting crops, lessee must inform lessor and receive written approval at least 90 days in advance of any planned ground disturbance.
- Lessee is granted exclusive use of the Premises.
- During a government shutdown, access to leased facilities is permitted.

### Term of the Lease

The Lease term could commence as early as March 1, 2026 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 10 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.

- **Annual Rent** – The minimum Annual Rent in Lease Year 1 is \$24,000. Annual Rent will be adjusted by the consumer price index (“CPI”) for each successive Lease Year, rounded to the nearest hundred. Annual Rent will be paid in advance in four equal installments on the first day of each quarter during the lease term. **An Offeror may propose to pay a higher Annual Rent or additional rent comprised of a percentage of revenue to increase the competitiveness of their proposal.**

## Rent Payment Offsets

Rent Payment Offsets may be considered for mutually agreed upon expenditures on initial improvements and ongoing capital investment made towards improving the property. For any expenditure to be considered for a rent offset it must be approved in writing in advance by the NPS.

## Insurance

During the term of this Lease, the Lessee shall maintain General Liability, Property & Casualty, Worker's Compensation and Employer's Liability, and Business Interruption and Extra Expense insurance in amounts set by the Lessor. Further information regarding insurance requirements can be found in Attachment A (Sample Lease). Lessee's insurance coverage amounts will be periodically reviewed by the Lessor. These reviews will ensure the Lessee has appropriate coverage in light of any changing circumstances.

## Maintenance

### Lessee's Responsibilities

- Lessee will be responsible for scheduled repair and maintenance of the buildings within the Lease Premises.
- Lessee will be responsible for any unscheduled, 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 routine housekeeping of the Lease Premises and its exterior facilities including.
- 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 removal.
- Lessee will be responsible for pest management within the Lease Premises.

### Lessor's Responsibilities

- Lessor will be responsible for all tree maintenance unless agreed to in advance and in writing by both parties.

### Potential Improvement Projects

- Lessor may undertake projects intended to improve the Lease Premises or utilities serving the Lease Premises during the Lease Term. Lessor will coordinate with Lessee to minimize the impact on Lessee's operations.

## Utilities

The Lessee is solely responsible for all electricity, fuel oil, and utilities including telephone, cable and internet access. 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.

## 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.

## Key Personnel

Lessee shall be required to maintain and provide to NPS an updated list of its management team and/or point of contact.

## Premises Condition

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

## Contractors

Lessee may utilize contractors to perform repairs, replacements, and improvements. Contractors must abide by all Lease provisions as well as all local and national laws and regulations.

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

## Sustainability

- 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.

## 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, carry out, and finance your proposal. Evaluation criteria and the process for selecting a Lessee are described in detail in the [PROPOSAL CONTENT AND SELECTION CRITERIA](#) and [EVALUATION AND SELECTION PROCESS](#) sections of this RFP. 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 must be made via email to: [NER\\_MAVA\\_Leasing@nps.gov](mailto:NER_MAVA_Leasing@nps.gov)

Questions not addressed in this RFP will be collected and responded to through issuance of Question & Answers (Q&A) that will be made available to the general public through the Park’s website. For the initial submission period questions must be submitted by the dates provided on the first page of this RFP and in the section immediately below via email to Q&A’s along with this RFP and attachments can be found at the Park’s website:

<https://www.nps.gov/articles/000/request-for-proposals-to-lease-the-farm-complex-at-martin-van-buren-national-historic-site.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.

**Key Dates for this Request for Proposals**

RFP Release Date: December 5, 2025
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Anticipated Lease Effective Date: March 1, 2026

The initial RFP solicitation will be open for 60 days, if the NPS has not received a responsive proposal by the initial submission 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 Title 36 of the Code of Federal Regulations Part 18 Leasing of Properties in Park Areas ([36 CFR Part 18](#)). This RFP and the offered lease are subject to and incorporate all terms and conditions of Part 18 as applicable. In the event of any conflict between the terms of this RFP and Part 18, Part 18 controls.

The NPS has the authority to lease historic property through the Historic Leasing Authority ([54 USC 306121](#)), as well as the authority to lease NPS-administered buildings and associated property pursuant to the National Park Service General Leasing Authority ([54 USC Ch. 1021](#)), and other applicable authorities.

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

## REQUIREMENTS

Proposals must be submitted electronically to: [NER\\_MAVA\\_Leasing@nps.gov](mailto:NER_MAVA_Leasing@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: **“MAVA\_Farm Complex\_Lease Proposal\_[Surname of the primary contact or the name of your organization]”**, please do not include the brackets or quotation marks.

**Proposals are limited to 60 pages or less, not including attachments.** Any proposals over these limits will be deemed non-responsive and not evaluated further.

**Offerors should submit their proposal in electronic format *as one cohesive document* in the Adobe PDF format.** The required Business History Information form (Form 10-352), the appropriate Business Organization Information form (either Form 10-353 or Form 10-354), the Offeror Financial Statements and Projections: Small Leases (10-355A), 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, 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, the total file size of the email submission, including all attachments, cannot exceed 40MB. If your proposal exceeds this limit, you must separate your document into smaller files and send them in separate emails. If you do this, please separate your proposal into as few files as possible and clearly name the files so they can be reassembled in your intended order.

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

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 SELECTION 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

- Transmittal Letter signed by all managing members, owners, partners, or principals.**
- Your Proposal**, with clearly labeled sections for:
  - Offeror Identification
  - Criterion 1: Proposed Use and Operations Consistent with National Park Service Values
  - Criterion 2: Improvements, Maintenance, and Preservation of the Historic Quality of the Property
  - Criterion 3: Financial Capability of the Offeror
  - Criterion 4: Demonstrated Experience Operating a Similar Property
  - Criterion 5: Environmental Enhancement
  - Criterion 6: Financial and Other Terms Offered
- Form 10-352 Business History Information Form.** If your organization is or will be comprised of multiple individuals or entities, you should provide a 10-352 Form for each individual or entity.
- Depending on the nature of your organization, one of the of the following:*
  - Form 10-353 Business Organization Information: Individual or Sole Proprietorship**, include separate forms for the submitting business entity and any and all parent entities or individuals, if relevant
  - Form 10-354 Business Organization Information: Corporation, Limited Liability Company, Partnership, or Joint Venture**, include separate forms for the submitting business entity and any and all parent entities
- Form 10-355A Offeror Financial Statements and Projections: Small Leases**
- One of the following:*
  - If this is for an existing business entity:*
    - Audited or reviewed income statements for the two most recent fiscal years
    - Balance sheets, for:
      - The most recent fiscal year

- A sheet from the end of the most recent month prior to the submission of your proposal.
- 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 opportunity:*
  - 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
- If this for a Sole Proprietor or Individual:*
  - 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.
  - A credit report for the Sole Proprietor or Individual (and Business if available), **with credit score**, from within the last 30 days

Please 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 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 signed Transmittal Letter, a sample is provided in Attachment D. **If your party consists of more than one individual**, you should identify the primary contact for your group or organization. The NPS will send all communications to that contact person.

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

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

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

1. A detailed operating plan describing your normal operations, special events, and 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.
2. Generations of people including Martin Van Buren and his extended family, indigenous people, European settlers, and enslaved people lived and worked on this land. Archeological artifacts associated with these people may surface during normal agricultural operations. Please describe training you will provide to ensure staff does not collect archeological artifacts.

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

This section should describe your plans 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.

1. An Annual Maintenance Plan including an estimated maintenance budget and a calendar of maintenance tasks broken down into daily, weekly, monthly, quarterly, annual, or other time periods as appropriate.
2. This property is a key element of the historic cultural landscape of Martin Van Buren NHS and the agricultural soil has been identified as an important park resource. Please describe how your proposed agricultural use supports preservation and protection of the soil and historic landscape.

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

This section should demonstrate that you can make the financial investment required to fund what you propose. Offerors must identify how they will fund the Improvements, and other start-up costs they propose for the premises.

1. 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 a **Business History Information Form (Form 10-352)** and one of the **Business Organization Information Forms (Form 10-353 or Form 10-354)**, as appropriate for the organizational structure of your organization, provided in Attachment B for each manager or principal in your organization. **You must provide a financial summary which details total assets, cash assets, and financial liabilities for your organization (or for each partner or principal if you will be forming a new entity for this opportunity); and you must provide bank statements, financing commitment letters, investment account statements, or similar documents that substantiate your financial claims.**
2. 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).
3. Provide start-up expenses, stabilized revenues, and operational expense estimates and 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:
  - a. 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. Fully describe the basis of all assumptions in the pro forma, including those regarding each source of income, any inflation factors, other occupancy and management costs.

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

Demonstrate your qualifications to manage an agricultural business. To be considered qualified, responsive and responsible, an Offeror must submit the items listed below. If this information is not provided, the Offeror may be determined non-responsive and will not be evaluated further.

1. 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 managing a certified organic farm (or an agricultural operation following organic principles). This should include experience with all phases of agricultural planning and management, managing soil health, business management experience, and marketing experience.

2. Describe, in detail, your experience managing a similar agricultural business, including the total years of operation; the average number of employees and average annual revenue.

#### **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:

1. Ecological protection.
2. Energy conservation.
3. Water conservation.

#### **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) shall be accepted.

1. Please state the amount of Annual Rent you are willing to pay in Lease Year 1.
2. 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. During the evaluation process the NPS will only use information provided in the appropriate section of a proposal, 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 lease proposals that appear most suitable under the selection criteria and will request additional information or presentations from those groups 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 ten (10) 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. 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.

### 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.

## **ELIGIBILITY**

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

[Sample Lease](#)

## **Attachment B: Business History Information and Business Organization Information Forms**

Form 10-352 ([fillable PDF](#)) ([Word Doc](#))

Form 10-353 ([fillable PDF](#)) ([Word Doc](#))

Form 10-354 ([fillable PDF](#)) ([Word Doc](#))

## **Attachment C: Offeror Financial Statements and Projections: Small Leases**

Form 10-355A ([PDF](#)) ([Word Doc](#))

## **Attachment D: Sample Offeror Transmittal Letter**

[Sample Offeror Transmittal Letter](#)

## **Attachment E: Agricultural Management Guidelines - Martin Van Buren National Historic Site**

[Agricultural Management Guidelines – Martin Van Buren National Historic Site](#)