

Valley Forge National Historical Park
King of Prussia, PA

Request for Proposals
Lease No. VAFO001-14
Philander Chase Knox House



Key dates for this Request for Proposals are as follows:

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| RFP Release Date: Monday, September 30, 2013 | Proposal Submittal Deadline: Friday, December 6, 2013, 1:00 PM EST |
| Site Tour and Pre-Submittal Conference: Wednesday, October 30, 2013, 11:00 AM | Anticipated Date for Selection of Qualified Proposals: Three Months after Submittal Deadline |
| Question Submission Deadlines: Friday, November 1, 2013 | Anticipated Lease Effective Date: April 1, 2014 - Subject to Negotiation |

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- F – Sample Offeror Transmittal Letter

A. 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 Valley Forge National Historical Park 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 Draft Lease (See Attachment A). Elements of your proposal may be incorporated into the Draft Lease at Lessor’s discretion.

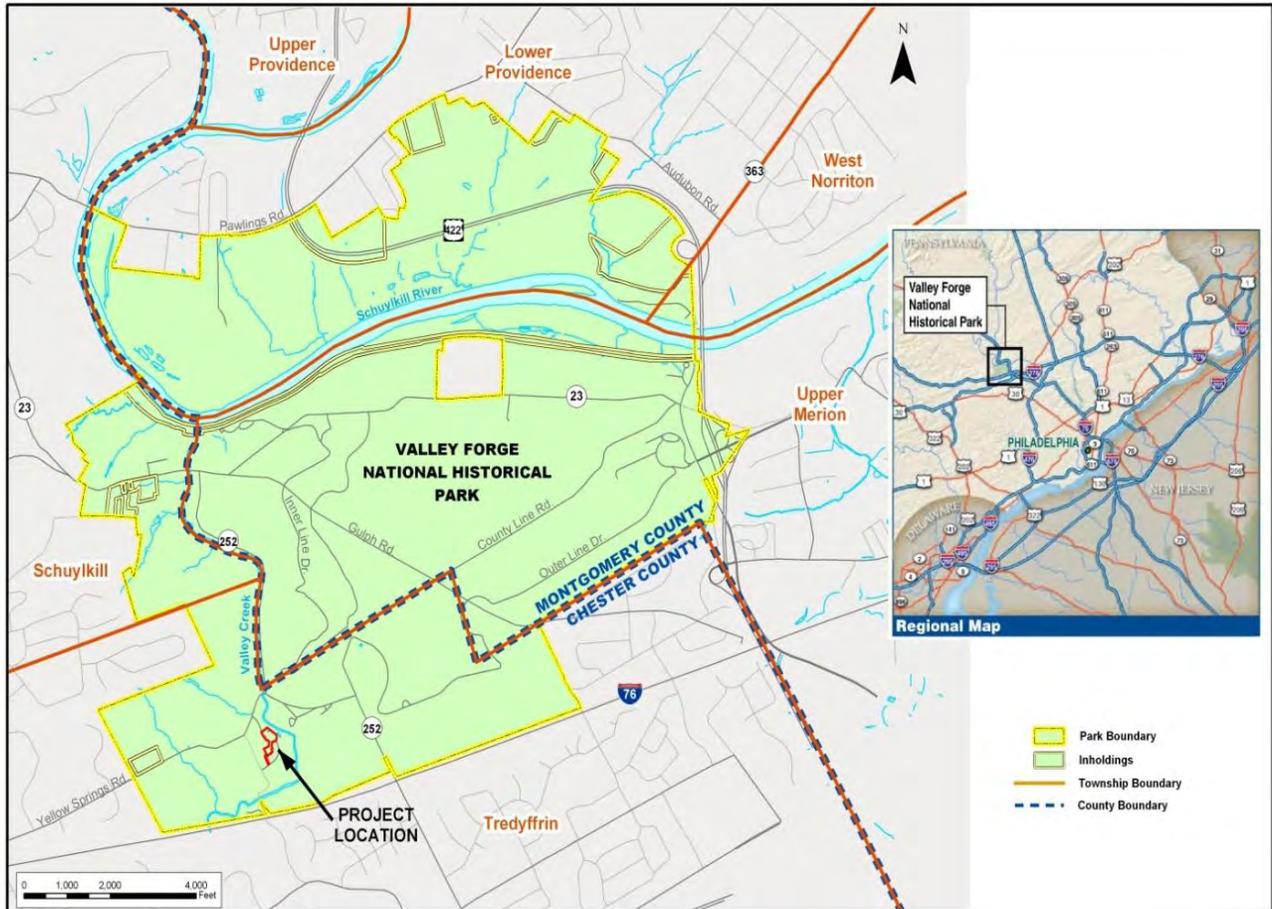
1) Property Offered for Lease

The Philander Chase Knox (PCK) house is a beautiful historical building with a rich history located in a private and picturesque setting. It is a truly exceptional place to hold events.



The location of the PCK house and associated lands offered for lease are depicted in Exhibit 1 below as “Project Location.”

Exhibit 1. Project Location.



The Lease Premises under this Request for Proposals (“RFP”) includes the exterior of the PCK house including the front porch, rear terrace and lands as depicted in Exhibit 2 “Exterior Lease Premises” and certain rooms within the PCK house including the porch, hall, stair well to the 2nd floor, living room, dining room, conservatory, pantry, restroom adjacent to the pantry, kitchen, provision room adjacent to the kitchen, kitchen screened porch, 2nd floor bedrooms “C” and “D” and bathrooms adjacent to 2nd floor bedrooms “C” and “D” as depicted in Exhibit 3 and 4 “Interior Lease Premises – First Floor” And “Interior Lease Premises – Second Floor” respectively.

Exhibit 2. Exterior Lease Premises.

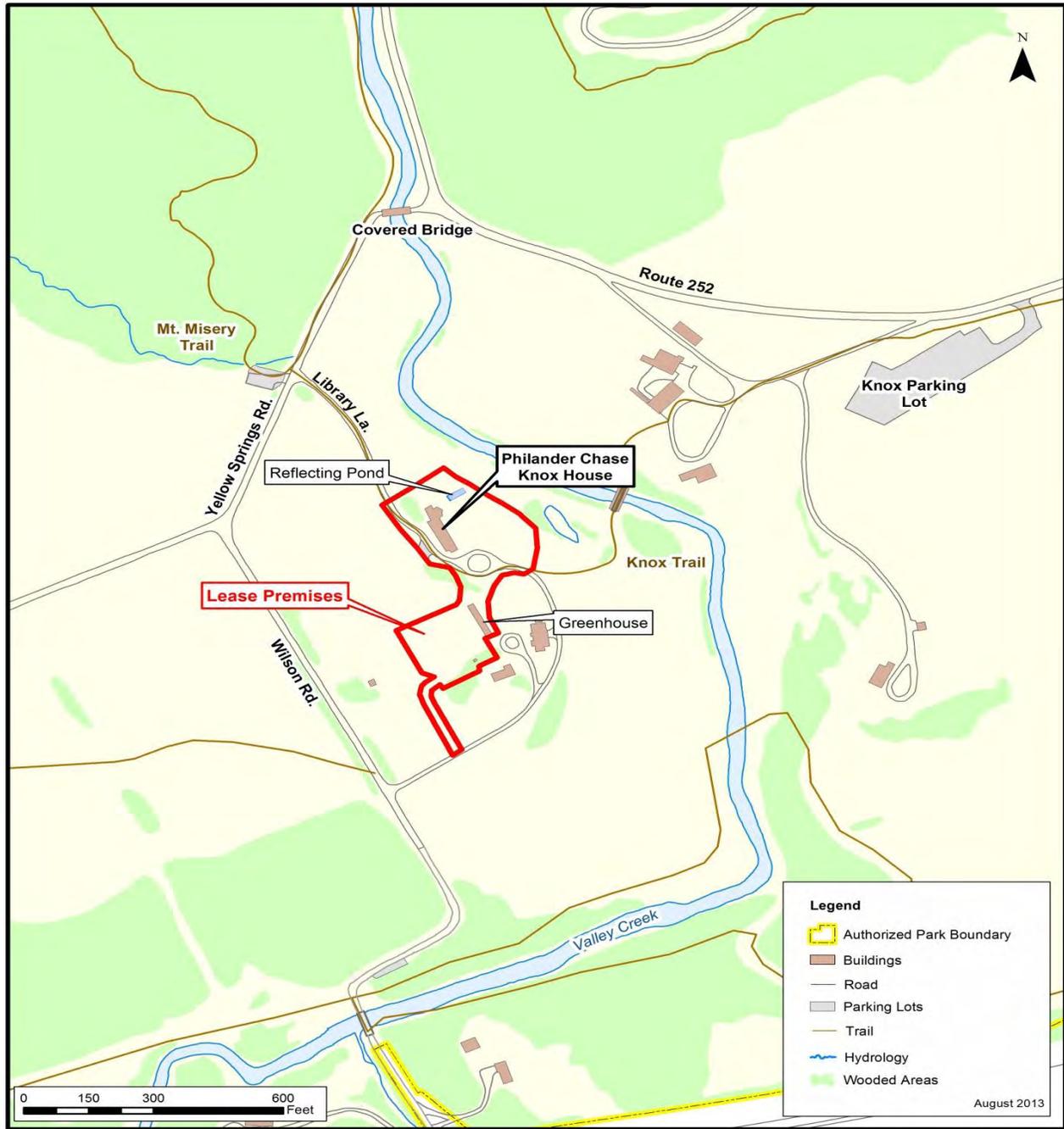


Exhibit 3. Interior Lease Premises - First Floor. Shaded areas are not included within the Lease Premises.

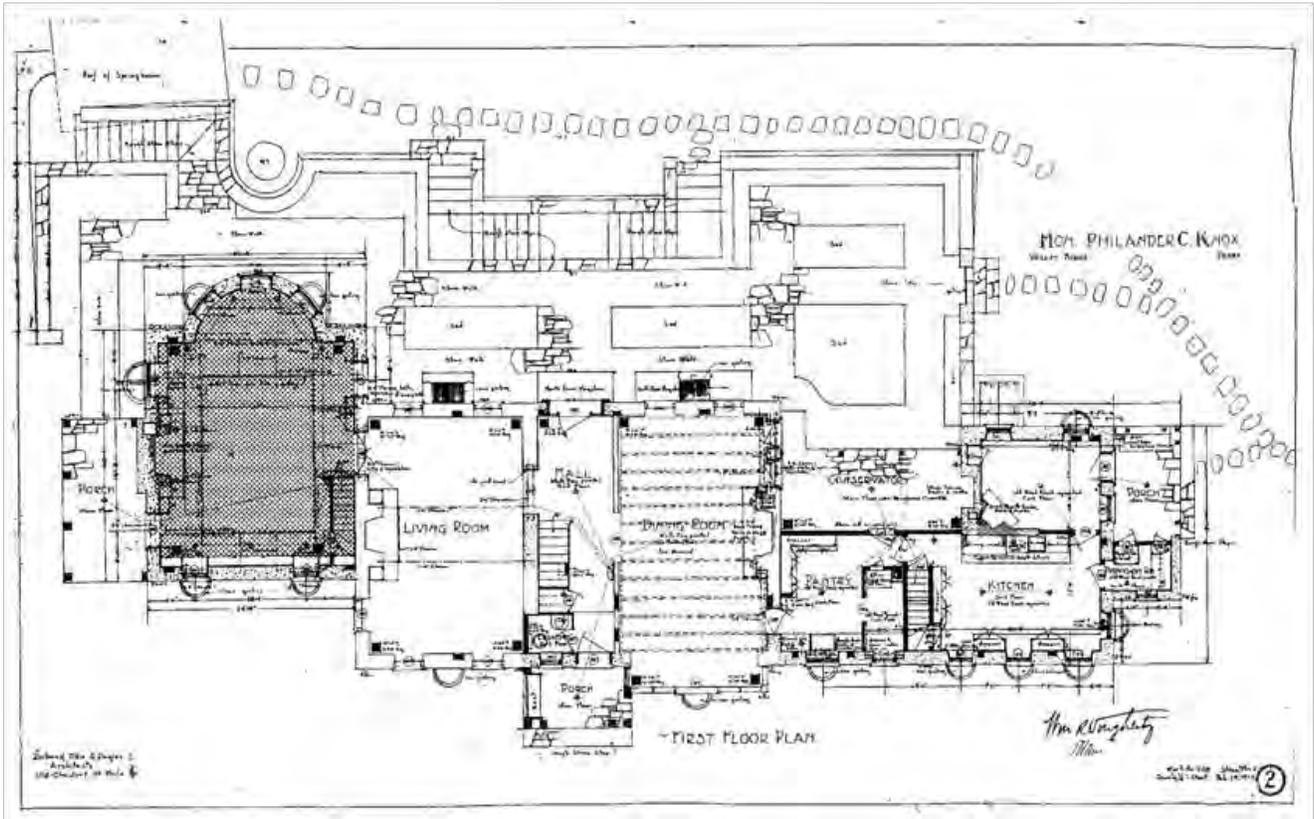
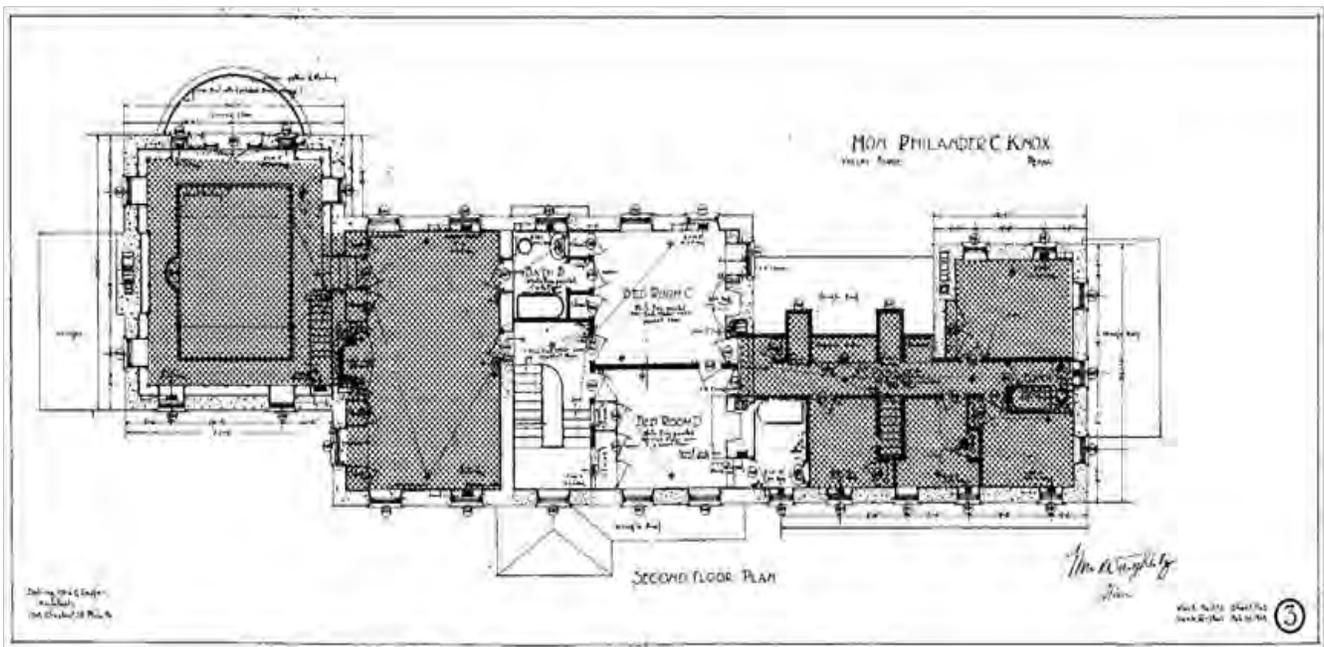


Exhibit 4. Interior Lease Premises - Second Floor. Shaded areas are not included within the Lease Premises.



2) Use of the Lease Property

Lessee will use the Premises for the following authorized use: venue for private events such as weddings, corporate retreats and family parties. Key information about the authorized use is summarized below. Please refer to the draft Operating Plan, Exhibit C to the Lease for more detailed information.

Key information about authorized use:

- Lessee has the right to schedule an event or events on each and every day of the term of the Lease.
- Lessor may cancel events in the event of weather or other emergencies, an uncompleted repair or maintenance project within the Lease Premises that causes a safety issue that cannot be mitigated, or a U. S. Government shutdown.
- Lessee is granted exclusive use of the Premises the day before, the day of, and the day after any event and non-exclusive use of the Premises on all other days during the term of the Lease.
- The interior of the Premises will be available year-round. The interior and exterior of the Premises will be available April through October of each year of the Lease Term. All events will end no later than 11:00 PM, with last Lessee staff leaving the site by 12:00 AM
- Event capacity as determined by Lessor is thirty (30) people for indoor-only events and two hundred (200) people for indoor/outdoor events held April through October.
- Lessee will be permitted to construct a leveling platform with a tent to serve as a ballroom space for larger indoor/outdoor events and leave it in place for the seven-month outdoor event season beginning in April and ending in October.
- Lessee will be required to (1) rehabilitate the first floor restroom to make it accessible in accordance with the Americans with Disabilities Act and (2) design and construct a fully reversible, temporary ramp system in accordance with the Americans with Disabilities Act to make the downstairs indoor and outdoor spaces fully accessible. Plans must be approved in advance by Lessor.
- Lessee may, at its sole option and expense, renovate one or both 2nd floor restrooms . Plans must be approved in advance by Lessor.
- Due to limited parking capacity, Lessee will be required to valet park event guests' vehicles at nearby parking area(s).
- Due to limited wastewater capacity, Lessee will be required to provide an accessible mobile restroom(s) for all indoor/outdoor events.
- Due to limited electric capacity, Lessee will be required to provide generator(s) to supply all exterior power needs (except existing exterior lighting), including those to the tent.
- Alcohol is permitted. Lessee and any contractor hired by the Lessee must comply with all applicable laws and maintain any required licenses, permits and/or certificates. Lessee will not permit events that it has reason to believe may involve excessive drinking and/or disorderly behavior.
- There is no air conditioning at the PCK house. Temporary air conditioning systems may be used, but must be approved in advance and in writing by the Lessor.
- The heating system in the PCK house is currently operational, but due for replacement. Lessee is advised that the heating system could fail during the Lease Term. In the event of a heating system failure, the NPS may install a new heating system during the Lease Term. Any work on the heating system would be scheduled in consultation with Lessee to minimize disruption to Lessee operations inasmuch as possible. If, for whatever reason, the NPS is unable to replace the heating system, the lease may be terminated for convenience in accordance with the Lease.

3) **Term of the Lease**

The Lease term could commence as early as April 1, 2014 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 five (5) years.

4) **Rent**

NPS is required under 36 CFR Part 18 to receive, at a minimum, fair market value rent. The Lessee will be required to pay NPS both Annual Rent and Participation Rent.

- **Annual Rent** – The Annual Rent will be a fixed dollar value as defined in the attached Draft Lease. During the Lease Term, Lessee shall pay to Lessor Annual Rent for the Premises of at least \$35,000 for the first Lease Year, \$52,500 for the second Lease Year, and \$70,000 for the third Lease year. After the third Lease Year, the Annual Rent will increase three percent (3%) for each successive Lease Year to account for inflation, rounded to the nearest dollar. Annual Rent will be payable in advance in equal monthly installments on the first day of each calendar month. Offerors must, at a minimum, include these amounts in their proposal. Offerors may offer to pay higher amounts of Annual Rent to enhance the competitiveness of their proposal.
- **Participation Rent** – In addition to Annual Rent, the Lessee shall pay Participation Rent to the Lessor in the amount of at least \$3,500.00 per indoor/outdoor event and \$300 per indoor-only event for the first Lease Year. These amounts will increase by three percent (3%) each successive Lease Year to account for inflation, rounded to the nearest dollar. Participation Rent will be payable in arrears on a monthly basis by the first day of each calendar month. Offerors must, at a minimum, include these per-event amounts in their proposal. Offerors may offer to pay a higher amounts of Participation Rent to enhance the competitiveness of their proposal.
- **Once Annual Rent and Participation Rent paid during any Lease Year together equal the total Annual Rent due for that Lease Year, no additional monthly payments of Annual Rent will be required; however, Participation Rent payments shall continue through the remainder of that Lease Year.**

5) **Nature of Use Granted by Lease**

Lessee is granted exclusive use to the Premises on the day before, the day of, and the day after an event as defined in the Lease. In the case of multiple Events booked on consecutive days, exclusive use to the Premises is authorized on the day before the first Event, the day of each Event, and the day after the last consecutive Event. During exclusive use, NPS staff will retain the right to access the Premises to periodically monitor use and in emergency situations.

Lessee is granted non-exclusive or shared use of the Premises on all other days during the term of the Lease. Accordingly, the exterior portions of the Premises, with the exception of the Lessee's tent, will be open to the public and the interior portions of the Premises may be used by the NPS for normal operations including meetings, facilitation of volunteer projects, and visitor access to the library (by appointment).

The Lessee will develop and maintain a scheduling calendar accessible by the Lessor to ensure there are no scheduling conflicts between events and NPS use.

Please carefully review the draft Lease and Operating Plan (Exhibit C to the Lease) for details on the exclusive and non-exclusive use granted by the Lease.

6) **Other Terms and Conditions**

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

7.1 Premises Condition

Facility will be delivered to Lessee, “As Is with all faults.”

7.2 Contractors

- a) Lessee may utilize contractors to provide event services.
- b) Contractors must abide by all Lease provisions as well as all local and national laws and regulations.
- c) Lessee will require Contractors to maintain appropriate insurance coverage that names the Lessee and the United States of America as an additional insured.
- d) 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.

7.3 Utilities

The Lessor shall provide fuel oil, electricity, water and wastewater for the PCK House, except as noted in the Operating Plan found in Exhibit C. The Lessee is permitted to use water from the PCK house for the purposes of operating the mobile bathroom, general cleaning, and limited food preparation throughout the Lease Premises. The Lessee is permitted to use the existing PCK electrical infrastructure for existing interior and exterior lighting and limited food and beverage preparation within the PCK house and for other interior power needs with advance, written approval from the Lessor; provided, however, the Lessor may bill the Lessee for estimated electrical usage attributable to Lessee operations.

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.

7.4 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.

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

7.5 Landscaping

The Lessee is responsible for basic landscaping and grounds maintenance in accordance with the Housekeeping and Grounds Maintenance Plan as approved by the NPS. This will include maintaining the grounds of the Premises in good condition, including, without limitation, regular grass mowing, ornamental plantings within containers, trash removal and snow removal. Lessor will be responsible for all in ground plantings and tree maintenance unless agreed to in advance and in writing by both parties.

7.6 Parking

Due to the layout of the Premises and limited available parking, Lessee will be required to valet park all cars for all events. Event parking is permitted in: the four-vehicle lot across from the front door of the PCK house; approximately one-half of the circle adjacent to the PCK kitchen screen porch; and the PCK valet lot.

The PCK valet lot is a proposed 18,000 square foot gravel lot within the walled garden west of the greenhouse as depicted in Exhibit 5 to be constructed by the NPS. The PCK lot has been designed to accommodate 75 closely parked, medium sized sedans.

The Knox lot, on Route 252 east of the Covered Bridge, is available for overflow parking with advance, written permission from Lessor. Event parking is not permitted on Wilson Road or in the proposed Yellow Springs lot off of Wilson Road.

7.7 Key Personnel

Lessee shall be required to maintain and provide to NPS an updated list of its qualified and experienced personnel, including a list of all subcontractors it uses.

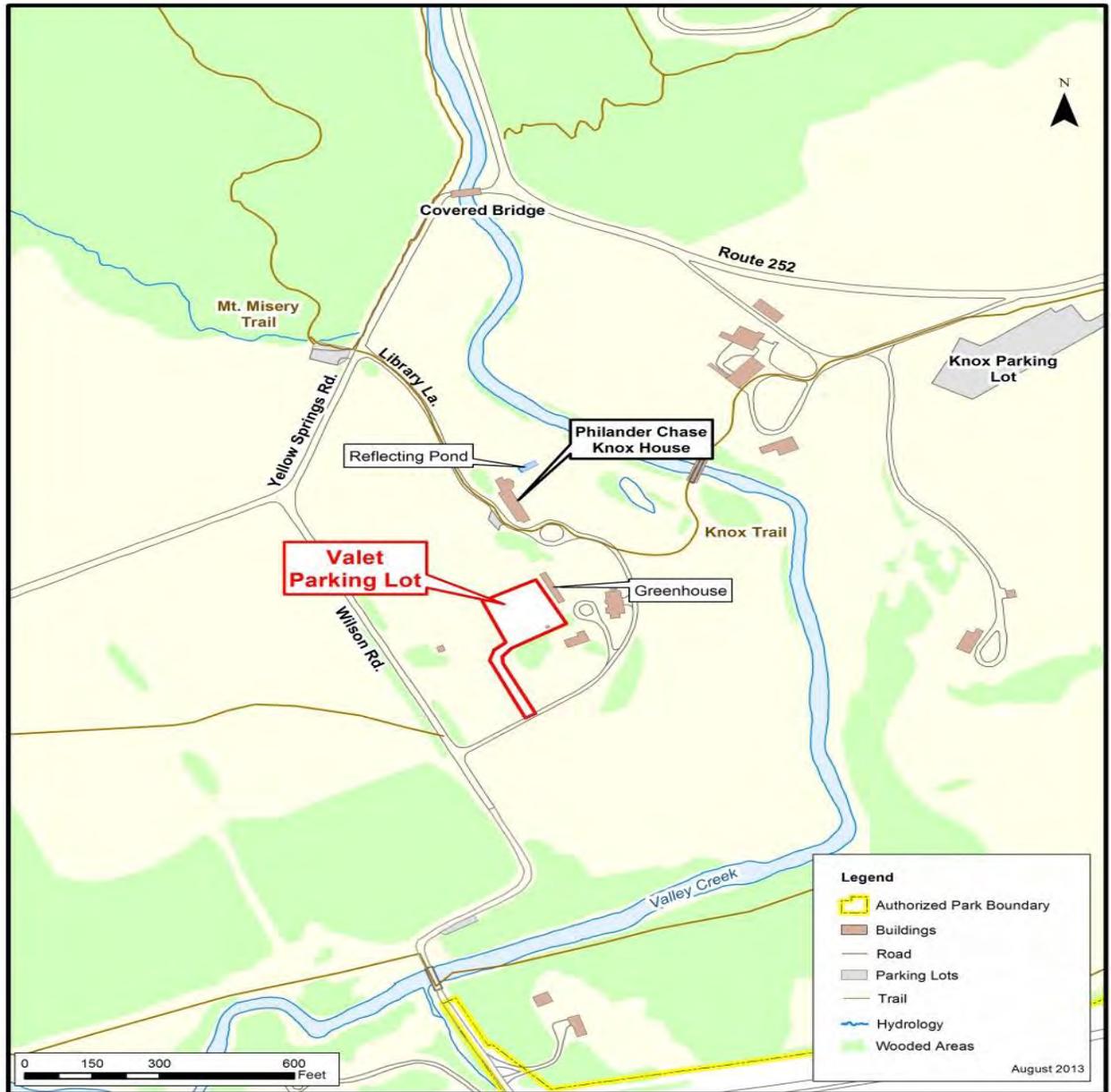
7.8 Jurisdiction

Under exclusive jurisdiction, the Federal Government possesses all of the governmental authority with limited exceptions. For example, the State has the right to serve civil or criminal process in the Park for activities which occurred outside the Park and the State has a limited right to levy and collect certain kinds of State taxes.

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.

Exhibit 5: PCK Valet Lot



7) 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.

8) Site Tour and Additional Information

The NPS will hold a site tour and pre-submittal conference at 11:00 AM on Wednesday, October 30, 2013. Interested parties should meet at the PCK House at Library Lane and Yellow Springs Road in King of Prussia, PA. Participants must RSVP in order to attend this site tour. To RSVP for the site visit, submit questions, or obtain further information regarding this Request for Proposals, please contact Patrick Madden, Valley Forge NHP Business Manager, by e-mail at pat_madden@nps.gov or by mail at the following address:

Valley Forge National Historical Park
 1400 North Outer Line Drive
 King of Prussia, PA 19406-1009

Questions not addressed in this RFP will be collected and responded to through issuance of Question & Answers (Q&A) to all registered interested parties. Questions must be submitted by Friday, November 1, 2013, via email to pat_madden@nps.gov. Q&A’s along with this RFP and attachments can be found at the Park’s website, www.nps.gov/vafo/parkmgmt/index.htm. Interested parties are encouraged to e-mail pat_madden@nps.gov to ensure that any modifications to the RFP, additional documentation, or new Q&A sheets can be provided.

Key dates for this Request for Proposals are as follows:

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|--|--|
| RFP Release Date | Monday, September 30, 2013 |
| Site Tour and Pre-Submittal Conference | Wednesday, October 30, 2013, 11AM |
| Questions Submission Deadline | Friday, November 1, 2013; NPS will make every attempt to answer all questions on or before Friday, November 15, 2013 |
| Proposal Submittal Date | Friday, December 6, 2013, by 1 PM EST |
| Anticipated Date for Selection of Lessee | Approximately three months after submittal date |
| Lease Effective Date | April 1, 2014 – Subject to Negotiation |

9) **Proposal Submission Protocol**

Proposals that are not actually received at the designated address by the specified deadline will not be considered. NPS will not consider proposals that have been mailed or postmarked prior to the deadline but which are not delivered to the designated address prior to the deadline.

Telephonic proposals, faxes, e-mail, and other means of transmittal will not be considered. Please refer to Section I. Proposals Considered Public Documents, 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.

10) **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 buildings through the National Historic Preservation Act (16 U.S. C. Section 470h-3), as amended, the National Park Service General Leasing Authority 16 USC 1a-2(k) passed in 2001 which authorizes the NPS to lease federally owned property within boundaries of the park, and other applicable authorities.

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

B. NATIONAL PARK SERVICE AND VALLEY FORGE NATIONAL HISTORICAL PARK

America's 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." Additionally, Congress has declared that the National Park System should be "preserved and managed for the benefit and inspiration of all the people of the United States." To learn more about the National Park Service, visit our website at www.nps.gov. This site includes information about who we are, our mission, NPS policies and individual parks.

Valley Forge National Historical Park was established in 1976 and is located west of King of Prussia, Pennsylvania. The Park includes approximately 3,500 acres of land managed by the NPS to preserve and interpret cultural and natural resources associated with the winter encampment of General George Washington and the American Continental Army in 1777-78 during the American Revolutionary War. Although this represents only a brief period of the American Revolution, it marks a significant period in American history. As such, it has become essential to the understanding and commemoration of the founding principles of the United States. Over 1.4 million people visit the Park each year.

By the time of the encampment most of the land in the area had been cleared for agriculture. Within what is now the park, 18 landowners established fairly prosperous farms on the choice agricultural soil. Along Valley Creek, an iron works named Valley Forge was established and a small industrial village developed. Upon arrival the soldiers would have found an open, rolling landscape divided into small crop farms and pastures, with a few farmhouses and out buildings.

Although the scale and intensity of the encampment devastated the landscape, the farmers were able to recover quickly. As well, during the 19th century industry thrived in the villages of Valley Forge and Port Kennedy. It was not until the eve of the encampment's hundredth anniversary that citizens began to think about and plan for preservation and commemoration of the encampment.

In December 1877, citizens convened and incorporated as the Centennial and Memorial Association in order to commemorate the centennial of the encampment and preserve Washington's Headquarters. The building was acquired in 1879, restored, and furnished. A rising interest in the Valley Forge story also resulted in the establishment of Pennsylvania's first state park in 1893. Little by little, the Valley Forge Park Commission acquired the lands on which the encampment had taken place, including the project area, and created a memorial park with monuments and managed landscapes for both commemoration and recreation. As the country began to celebrate its bicentennial, the park was transferred to the NPS in 1976.

The park is nationally significant for its association with the winter 1777-1778 encampment of General George Washington and the Continental Army. It also is significant for the commemorative activities and features developed by the Commonwealth of Pennsylvania when it was a state park, and for its agricultural, industrial, and transportation history and resources.

C. HISTORY OF PCK HOUSE AND GROUNDS

Lands including the site offered for lease were occupied and used by Native American peoples from about 8,000 BCE to the 17th century, when William Penn received a charter for what would become Pennsylvania from British King Charles II. Several owners controlled the site up until the time of the Encampment of 1777-78. Although the P.C. Knox House is traditionally identified as the site of Brigadier General William Maxwell's quarters, research has revealed that no structure stood at this location during the Encampment. It is likely that Maxwell, commander of the New Jersey Brigade, established his headquarters somewhere nearby rather than here, despite the legend. The earliest section of what became the P.C. Knox House was not constructed until 1785.

In 1893 the land was purchased by the Matthews family, who had become millionaires as a result of the California gold rush. They converted the ordinary farmhouse into a gentleman's country seat, extensively remodeling it into an elaborate Queen Ann style mansion with numerous additions. The estate was completed with the construction of a swimming pool, bath house, racetrack, and tennis court. Here they bred horses, making the estate famous as a stock farm.

The property was purchased by Philander Chase Knox in 1903. He wanted a place a reasonable distance from Washington, D. C. that could serve as a weekend retreat and where his son's love of horse breeding and stock raising could be indulged. Knox had been a successful lawyer in Pittsburgh, serving clients such as Henry Clay Frick and Andrew Mellon. He also was a member of the South Fork Fishing and Hunting Club, a private resort serving the wealthy industrialists of Pittsburgh and centered on Lake Conemaugh. When the club's unmaintained dam failed and the resulting flood killed over 2,200 people in what became known as the Johnstown Flood, Knox successfully defended a subsequent suit, arguing that the failure was an act of God. Knox played a key role in the 1892 workers' strike against the Carnegie Steel plant in Homestead, Pennsylvania, during which there was a gun battle between the steel workers and Pinkerton guards. He had proposed hiring the guards, and later convinced the Pennsylvania Chief Justice to charge the strike leaders with treason. Ultimately, Knox handled setting up the U.S. Steel Corporation when Andrew Carnegie sold out to J.P. Morgan.

Knox was appointed United States Attorney General at the start of President William McKinley's second term in 1901. At the request of Theodore Roosevelt, Knox remained in that position after McKinley's assassination. Surprisingly, given the emphasis of his former law practice, his most outstanding accomplishment was implementation of laws and policies restraining monopolies and cartels, changing the

manner in which the federal government handled interstate commerce, and for his leadership in the “trust busting” suit against Northern Securities, a large railroad holding company. In 1904 he was appointed the U.S. Senator for Pennsylvania by the governor. Knox unsuccessfully ran for nomination as the Republican presidential candidate in 1908, and then served as the Secretary of State under President William Howard Taft from 1909-1913. During this term he devoted much effort to the promotion of the “Open Door” policy of increasing U. S. trade by supporting American enterprises in Europe, Latin America, and the Far East. Knox was involved in the development of many important federal acts and bills of legislation involving trusts and the regulation of corporations. He was instrumental in drafting the legislation that created the Departments of Commerce and Labor, and helped to reorganize the State Department. He again served as a U.S. Senator from 1916 until his death in 1921.

For the first seven years of Knox’s ownership, the property essentially was kept as it had been during the Matthews years. On the east side of the creek, Knox added a large house as a wedding present for his daughter; the house now is known as the Knox-Tindle House. It was designed by the fashionable architect, R. Brognard Okie, of Duhring, Okie, and Ziegler of Philadelphia. Okie was a successful and sophisticated exponent of the Colonial Revival style, particularly that with roots in the stone houses of southeastern Pennsylvania.

When Knox first retired from public service in 1913 he began extensive alterations, hiring Okie once more to transform the P.C. Knox House from a Queen Anne-style mansion into the Colonial Revival estate that is seen today. The extensive alterations included the removal of the main roof to create a lower plate line, removal of the entrance pavilion to create an open entrance porch, and replacement of the glass porch with a large library with fireplace and half circle bay window. The interior received new millwork of the Colonial Revival genre. Four complete bathrooms and a powder room were added, along with floor to ceiling windows in the dining room. The outside was transformed with the removal of the porte-cochère and the addition of a stone terrace featuring Mercer tiles depicting 18th century craftsmen. Formal stairs lead from the terrace to the lawns, pool, and the creek below. The large stone barn was demolished and replaced by a nearby garage with chauffeur’s quarters.

Okie gave close attention to many details such as mantels, stair parts, and cabinets. The woodwork was painted in the typical revival fashion of off-white, with paper covering the walls. The house was considered such a success that it was featured in the 1916 Yearbook of the Philadelphia Chapter of the American Institute of Architects.

After Knox’ death in 1921, his daughter moved into the main house, keeping it as it had been during her father’s lifetime. Until her death, Mrs. Tindle, an avid gardener, maintained the terraced gardens, a greenhouse, a walled garden, and a summer house southwest of the main house. In 1965 the property was sold by her sons to the Commonwealth of Pennsylvania to become part of Valley Forge State Park. In July of 1976 the state park was recognized for its importance in the creation of the United States and as such became part of the National Park System.

P.C. Knox’s former law library now houses the park’s Horace Willcox Memorial Library. The former parlor and dining room serve as a park meeting space.

D. PROPOSAL SUBMISSION REQUIREMENTS

Please submit two (2) paper copies of your proposal accompanied by a transmittal letter signed by a principal of the proposed lessee. The copies must be on 8-1/2" x 11" paper punched with 3 holes on the left side and unstapled (suitable for NPS to put in binders) with double-sided copying.

The proposal must be enclosed in a sealed envelope and received at the NPS office stated below by the date and time stated above. The face of the sealed envelope must state the Offeror's name and address along with the following information:

Superintendent
Valley Forge National Historical Park
Proposal for Lease of the Philander Chase Knox House
Proposal Submission Date: *[insert date submitted here]*
1400 North Outer Line Drive
King of Prussia, PA 19406-1009

You must submit along with your proposal a flash drive with a pdf of your entire proposal and an Excel file for Attachment E – Financial Forms.

Proposals must be delivered in person, by the U.S. Mail, or by another delivery service. Proposals submittal by telephone, fax, e-mail, or other methods will not be considered. Proposals will not be returned.

E. PROPOSAL SELECTION CRITERIA OVERVIEW

The NPS will select the best responsive proposal received under this RFP under the following selection criteria:

- (1) The compatibility of the proposal's intended use of the offered property with respect to preservation, protection, and visitor enjoyment of the park area;
- (2) The compatibility of the proposal with the historic qualities of the property;
- (3) The financial capability of the Offeror to carry out the terms of the lease;
- (4) The experience of the Offeror demonstrating the managerial capability to carry out the terms of the lease;
- (5) 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;
- (6) 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.

F. PROPOSAL CONTENT

1) In General

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.

2) Information Requested

a. Offeror Identification

Please provide full identification of the person(s) responsible for each proposal submitted: Name(s), address(es), telephone number(s), fax number(s), and e-mail address(es). In addition, please supply the names, addresses, phone numbers, and e-mail addresses of two personal and two professional references.

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 sole proprietorships/partnerships and for corporations. All financial statements submitted must be audited.

b. Use

Please describe the steps your operation will take to preserve and protect this historic property and accommodate visitor use in adjacent park lands.

c. Improvement Plan

Please describe your concept for site improvements including but not limited to the tent; generator; mobile restrooms; exterior accessible walkway; interior accessible walkway; the renovation of the first floor restroom into an accessible restroom; and the renovation of the second floor restroom(s), if proposed.

d. Financial Capability

Please complete and submit the Initial Investment Form, Income Statement Form and Income Statement Assumptions Form located in Attachment E, explaining in detail the basis of all estimates included on the form.

Please submit documentation of the source and availability of funds for the estimated investment costs through bank statements, bank financing commitment letters, or similar documents that convincingly substantiate your financial capability.

e. Experience

Please explain in detail and document how your experience and background qualifies you as being managerially capable of satisfactorily performing the terms and conditions of the offered lease including the successful marketing and operation of an event venue similar to the PCK House.

Please complete and submit the Resume/Individual Experience and Related Background Form contained in the attached Proposal Forms for each key individual/entity.

f. 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.

g. Rent Offered

Please state how much annual rent you offer to pay. The amount of rent will be negotiated with the selected Offeror, provided that, the final rent must at least equal fair market rental value as determined by the government.

G. 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.

H. 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.

I. LEASE TERMS AND CONDITIONS

1) Term of Lease

The Lease to be awarded under this RFP will have a maximum term of five (5) 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.

2) Lease Provisions

The Lease to be awarded under this RFP will contain the provisions required by 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) A termination for cause or default provision and a termination for convenience 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 NPS;
- d) 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;
- 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 NPS; and
- h) Appropriate provisions that describe and limit the type of activities that may be conducted by the Lessee on the leased property.

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

J. 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.



EXPERIENCE YOUR AMERICA™

ATTACHMENT A



DRAFT LEASE

BETWEEN THE

**UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
(LESSOR)**

AND

(LESSEE)

**VALLEY FORGE NATIONAL HISTORICAL PARK
PHILANDER CHASE KNOX HOUSE LEASE**

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- EXHIBIT F: Annual Rent and Participation Rent Schedule**

LEASE

THIS LEASE is made and entered into by and between the United States Department of the Interior, acting through the National Park Service, an agency of the United States of America (Lessor), and _____, (Lessee).

WITNESSETH THAT:

WHEREAS, Congress designated Valley Forge National Historical Park (Park Area) as a unit of the national park system;

WHEREAS, the Park Area contains property (the Premises) that has been determined suitable for leasing under Title 36, Code of Federal Regulations, Part 18 (Part 18);

WHEREAS, the Lessor has determined that the use and occupancy of the Premises that is made available under this Lease is consistent with the Park Area's General Management Plan and the requirements of Part 18; and

WHEREAS, the Lessee desires to lease the Premises on the terms and conditions set forth in this Lease;

NOW THEREFORE, in consideration of their mutual promises, the Lessor and Lessee hereby agree as follows:

Section 1. DEFINITIONS

As used in this Lease, the following defined terms are applicable to both singular and plural forms.

1.1. Alterations - means any construction, physical modifications, rehabilitation, reconstruction, and/or restoration of the Premises.

1.2. Applicable Laws - means all present and future laws, statutes, requirements, ordinances, judgments, regulations, and administrative and judicial determinations that are applicable by their own terms to the Premises or the Lessee, even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction over the Premises now or hereafter enacted or in effect (including, but not limited to, Part 18 and the Park Area's General Management Plan, environmental laws and those relating to accessibility to, usability by, and discrimination against, disabled individuals), and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to the Lessee or to all or any portion of the Premises, or to the use, occupancy, possession, operation, and maintenance of the Premises even if compliance therewith results in interference with the use or enjoyment of all or any portion of the Premises.

1.3. Annual Rent - means the annual fixed rent to be paid to Lessor by Lessee under Section 5.

1.4. Assignment - means the transfer, whether it is direct or indirect, voluntary or by operation of law, assignment, sale, or conveyance, of the Lessee's leasehold estate, or the Lessee's rights under this Lease in whole or part. Such transfer may be designated as a sale, a conveyance, or an assignment. The sale, conveyance, or assignment (including by consolidation, merger or reorganization) of a controlling interest in the Lessee (if such entity is a corporation), or any sale or other transfer of a controlling

interest in the partnership interests (if such entity is a partnership), whether in a single transfer or in a series of related transfers, and whether directly or by sales or transfers of underlying partnership or corporate ownership interests, is an assignment. For a corporate entity, the term controlling interest means an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee. For a partnership, limited partnership, joint venture, limited liability company, or individual entrepreneur, controlling interest means the beneficial ownership of the capital assets of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee.

1.5. Commencement Date - means the first day of the Lease term as stated in Section 4 of this Lease.

1.6. Encumbrance - means the direct or indirect, voluntary or by operation of law, encumbrance, pledge, mortgage, or other hypothecation of the Lessee's interest or rights under this Lease and/or the Premises or Lessee's leasehold estate.

1.7. Event – means a continuous occupancy of the Premises by event guests lasting six hours or less.

1.8. Expiration Date - means the last day of the Lease Term as stated in Section 4 of this Lease.

1.9. FF&E - means all furniture, fixtures and equipment in or on the Premises included in the Inventory and Condition Report.

1.10. Hazardous Materials - means any material or other substance: (a) that requires investigation or correction under Applicable Laws; (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant, under Applicable Laws; (c) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated under Applicable Laws; (d) that, without limitation of the foregoing, contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that, without limitation of the foregoing, contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (f) without limitation of the foregoing, contains radon gas. The term Hazardous Materials as used in this Lease includes Pre-Existing Hazardous Materials unless otherwise stated in a particular provision of this Lease.

1.11. Hazardous Materials Occurrence - means any use, treatment, keeping, storage, sale, release, disposal, migration, transport, or discharge of any hazardous materials from, on, under, or into the Premises or other Park Area property that occurs during the Lease Term.

1.12. Historic Property - means building(s) and land located within the boundaries of the Park Area that are part of a pre-historic or historic district or site included on, or eligible for inclusion on, the National Register of Historic Places.

1.13. Interest Rate - means the percentage of interest charged based on the current value of funds to the United States Treasury that is published annually in the Federal Register or successor publication.

1.14. Inventory and Condition Report - means the document contained in Exhibit B to this Lease that describes the FF&E in the Premises and the condition of the Premises (including FF&E) as of the Commencement Date.

1.15. Lease Term - is the term of this Lease as stated in Section 4 of this Lease.

1.16. Lease Year - means a year of the Lease Term. The first Lease Year shall commence on the Commencement Date and shall end on the expiration of the twelfth full calendar month following thereafter. Each subsequent Lease Year shall commence on the next day following the expiration of the preceding Lease Year, and shall end on the expiration of the twelfth full calendar month following thereafter, or on the last day of the Lease Term, whichever occurs first.

1.17. Notice of Default - means an instrument in writing from the Lessor to the Lessee providing notice of that the Lessee is in default of the lease.

1.18. NPS 28 - means the National Park Service document entitled, A Cultural Resource Management Guideline that is hereby made a part of this Lease by reference.

1.19. Park Area - means Valley Forge National Historical Park.

1.20. Part 18 - means Part 18 of Volume 36 of the Code of Federal Regulations.

1.21. Participation Rent – means rent per event to be paid to the Lessor by the Lessee under Section 5.

1.22. Personal Property - means all furniture, fixtures, equipment, appliances, and apparatus placed in or on the Premises that are neither permanently attached to or form a part of the Premises.

1.23. Pre-existing Hazardous Materials - means hazardous materials (including storage tanks) that existed in, on, or under the Premises or other Park Area property prior to the Commencement Date.

1.24. Premises - means the property of the Park Area that is described in Section 2 of this Lease

1.25. Preservation Maintenance Plan - is a document that sets forth a plan for the Lessee's repair and maintenance of Historic Property.

1.26. Rent - means the rent to be paid Lessor by Lessee described in Section 5 of this Lease and any additional Rent this Lease may require.

1.27. Secretary's Treatment Standards - shall mean the Secretary of the Interior's Treatment Standards for Historic Property (36 Code of Federal Regulations Part 68) that are hereby made a part of this Lease by reference.

1.28. Sublease - means an agreement under which the Lessee grants a person or entity (a Sublessee) the right to use, occupy, or possess a portion of the Premises.

1.29. Termination Date - means the date this Lease may be terminated or cancelled in accordance with its terms prior to the Expiration Date.

Section 2. LEASE OF PREMISES

2.1. Lease of Premises; Reservation of Rights

(a) The Lessor hereby leases and demises to the Lessee under the authority of Part 18, and the Lessee hereby leases, upon and subject to the covenants and agreements contained in this Lease, from the Lessor, the Premises described as follows:

The exterior of the Philander Chase Knox (PCK) house including the front porch, rear terrace and lands depicted in Exhibit A-1 and certain rooms within the PCK house including the porch, hall, stair well to the 2nd floor, living room, dining room, conservatory, pantry, restroom adjacent to the pantry, kitchen, provision room adjacent to the kitchen, kitchen screened porch, 2nd floor bedroom "C" and bathroom adjacent to 2nd floor bedroom "C", 2nd floor bedroom "D" and bathroom adjacent to 2nd floor bedroom "D" as depicted in Exhibit A-2.

(b) Subject to all Applicable Laws, and all liens, encumbrances, restrictions, rights and conditions of law or of record or otherwise; and

(c) Excepting and reserving to the Lessor the right to cancel any event in accordance with the Operating Plan found in Exhibit C;

(d) Excepting and reserving exclusive rights to all oil, gas, hydrocarbons, and other minerals in, under, or on the Premises and ownership of any current or future water rights applicable to the Premises.

2.2. Waiver

The Lessee hereby waives any claims for damages for any injury or inconvenience to or interference with the Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by the Lessor's exercise of its rights under this Lease or by the Lessor's actions taken for the management and protection of the Park Area's resources and visitors.

2.3. Easements

Nothing contained in this Lease shall give or be deemed to give the Lessee a right to grant any type of easement or right-of-way affecting the Premises. Lessor agrees to execute, if otherwise appropriate as determined by the Lessor, such easements for utilities as Lessee shall require in connection with the use and operation of the Premises.

2.4. Ownership of the Premises

This Lease does not vest in the Lessee any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with the Lessor.

2.5. Historic Property

The Premises (or portions of the Premises) are Historic Property.

Section 3. Acceptance of the Premises

3.1. As Is Condition of the Premises

The Lessee agrees to lease the Premises in their existing “as is” condition and acknowledges that in entering into this Lease, the Lessee does not rely on, and the Lessor does not make, any express or implied representations or warranties as to any matters including, without limitation, any characteristics of the Premises or improvements thereon, the suitability of the Premises for the intended use, the likelihood of deriving trade from or other characteristics of the Park Area, the economic or programmatic feasibility of the Lessee’s use and occupancy of the Premises, or hazardous materials on or in the vicinity of the Premises.

3.2. Lessee’s Due Diligence

Prior to entering into this Lease, the Lessee in the exercise of due diligence has made a thorough, independent examination of the Premises and all matters relevant to the Lessee’s decision to enter into this Lease, and the Lessee is thoroughly familiar with all aspects of the Premises and is satisfied that they are in an acceptable condition and meet the Lessee’s needs.

3.3. Inventory and Condition Report

In the exercise of its due diligence, Lessee has taken into account the Inventory and Condition Report found in Exhibit B and acknowledges that it is complete and accurate.

Section 4. LEASE TERM AND ABANDONMENT

4.1. Lease Term

The Lease Term shall be a period of _____ (___) years commencing on _____ (Commencement Date) and expiring on _____ (Expiration Date) or ending on such earlier date as this Lease may be terminated in accordance with its terms (Termination Date).

During the Lease Term, the Lessee is authorized use of the site in accordance with the Operating Plan found in Exhibit C.

4.2. Abandonment

If the Lessee fails to hold an event within the Premises for nine consecutive months, the Lessee may be determined to be in default for abandoning the Premises.

Section 5. RENT

5.1. Net Lease and Rent Payments

(a). All Rent shall be absolutely net to Lessor without any abatement, deduction, counterclaim, set-off or offset. Lessee shall pay all costs, expenses and charges of every kind and nature relating to the Premises, including, without limitation, all taxes and assessments.

(b) All Rent payments consisting of \$10,000 or more shall be deposited electronically by the Lessee using the Treasury Financial Communications System. Interest at the Interest Rate will be assessed on overdue Rent payments. The Lessor may also impose penalties for late Rent payments to the extent authorized by Applicable Law.

5.2. Annual Rent

During the Lease Term, Lessee shall pay to Lessor Annual Rent for the Premises in accordance with the schedule found in Exhibit F, payable in advance in equal monthly installments on the first day of each calendar month. Once Annual Rent and Participation Rent paid during any Lease Year together equal the total Annual Rent due for that Lease Year, no additional monthly payments of the Annual Rent will be required; however, Participation Rent payments shall continue through the remainder of that Lease Year.

5.3. Participation Rent

In addition to Annual Rent, the Lessee shall pay to the Lessor Participation Rent in accordance with the schedule found in Exhibit F. The Participation Rent shall be due in arrears on a monthly basis by the first day of each month.

Section 6. USE OF PREMISES

6.1. Authorized Uses

The Lessee may utilize the Premises as an event venue in accordance with the Operating Plan found in Exhibit C.

6.2. Changes to Authorized Uses

The Lessee may amend or change approved uses subject to the prior written approval of the Lessor. No change of the uses of the Premises shall be approved unless the Lessor, among other matters, determines the proposed use to be consistent with Part 18, the Park Area's General Management Plan, all other Applicable Laws, and that the proposed change will not have an adverse impact on the Lessor's ability to manage and protect the Park Area's resources and visitors.

6.3. Applicable Laws

The Lessee shall comply with all Applicable Laws and Requirements (including Federal, state, and local laws, rules, regulations, requirements and policies) in its use and occupancy of the Premises. It is the responsibility of the Lessee to determine whether it is subject to specific laws, taxes or assessments, and abide by those applicable statutes.

6.4 Forbidden Uses

In no event shall the Premises be used for any purpose that is not permissible under Part 18 or, even if so permissible, may be dangerous to life, limb, property or public health; that in any manner causes or results in a nuisance; that is of a nature that it involves substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode, or that otherwise harms the health or

welfare of Park Area resources and/or visitors; or that results in any discharge of Hazardous Materials in, on or under the Premises.

6.5. Site Disturbance

Lessee shall neither cut any timber nor remove any other landscape features of the Premises such as shrubs or bushes without Lessor's prior written consent. The Lessee shall conduct no mining or drilling operations, remove no sand, gravel or similar substances from the ground, and commit no waste of any kind.

6.6. Protection of Cultural and Archeological Resources

The Lessee shall ensure that the interior and exterior of the PCK house, including the terrace and masonry walls around the terrace, are not disturbed or damaged.

The Lessee shall ensure that any protected sites and archeological resources within the Park Area are not disturbed or damaged by the Lessee except in accordance with Applicable Laws and only with the prior written approval of the Lessor. Discoveries of any archeological resources by the Lessee shall be promptly reported to the Lessor. The Lessee shall cease work or other disturbance, which may impact any protected site or archeological resource until the Lessor may grant approval to continue upon such terms and conditions as the Lessor deems necessary to protect the site or resource.

6.7. Signs

The Lessee may not post signs on the Premises of any nature without the Lessor's prior written approval. Any approval of a sign that may be given by the Lessor shall specify the type, size, and other appropriate conditions concerning its display. The Lessor may post signs on the Premises as appropriate for the administration of the Park Area.

6.8. Permits and Approvals

Except as otherwise may be provided in this Lease, the Lessee shall be solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Lease.

6.9. Alterations

The Lessee shall not make Alterations of any nature to the Premises without the written permission of the Lessor. Any such permission that may be given will be subject to an amendment of this Lease to incorporate appropriate terms and conditions regarding the nature of the Alterations and construction requirements, including, without limitation, construction insurance requirements and compliance with the Secretary of the Interior's Standards for Historic Preservation.

Section 7. RECORDS AND AUDITS

The Lessee shall provide the Lessor and its agents and affiliates, including without limitation, the Comptroller General of the United States, access to all books and records relating to the Premises and the Lessee's use of the Premises under this Lease for the purpose of conducting audits to verify the

Lessee's compliance with the terms and conditions of this Lease for any of the five (5) preceding Lease Years. The Lessee shall keep and make available to the Lessor these books and records at a location in the Premises or within the locale of the Park Area.

Section 8. MAINTENANCE AND REPAIR

8.1. Lessor's Responsibilities

Unless otherwise agreed to in writing by the Lessor and Lessee, the Lessor shall be responsible for the repair and maintenance of the Premises during the Lease Term, to the extent funds are available. This responsibility includes:

- (a) The performance of all repairs, maintenance, replacement, upgrading, capital improvements, (whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary) necessary to maintain the Premises and the improvements thereon in good order, condition, and repair in compliance with all Applicable Laws;
- (b) the replacement, as they become worn out or obsolete, of all FF&E;
- (c) the repair or replacement in-kind of broken elements, parts, surfaces or FF&E so as to keep the existing appearance of the Premises; provided, however, the Lessee shall be responsible for the cost of such repair or replacement-in-kind;
- (d) scheduled inspections of all building systems on the Premises.
- (e) ornamental plantings in the ground and tree maintenance

8.2 Lessee's Responsibilities

The Lessee shall be responsible for housekeeping including routine or periodic work to mitigate wear and tear, and grounds maintenance work in accordance with the Housekeeping and Grounds Maintenance Plan. The plan, when approved by Lessor, shall include all work performed by the Lessee on the Lease Premises and shall become Exhibit E to this Lease without further action and the Lessee shall comply with its terms. The Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises. The Housekeeping and Grounds Maintenance Plan will include:

- (a) housekeeping and routine and periodic work as approved by the Lessor scheduled to mitigate wear and tear without altering the appearance of the Premises; and
- (b) maintaining the grounds of the Premises in good condition, including, without limitation, regular grass mowing, ornamental plantings within containers, trash removal and snow removal.

Section 9. UTILITIES

The Lessor shall provide fuel oil, electricity, water and wastewater for the PCK House, except as noted in the Operating Plan found in Exhibit C. The Lessee is permitted to use water from the PCK house for the purposes of operating the mobile bathroom as well as for general cleaning and limited food preparation

throughout the Lease Premises. The Lessee is also permitted to use the existing PCK electrical infrastructure for existing interior and exterior lighting and limited food and beverage preparation within the PCK house and for other interior power needs with advance, written approval from the Lessor; provided, however, the Lessor may bill the Lessee for estimated electrical usage attributable to Lessee operations.

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.

Section 10. HAZARDOUS MATERIALS

The Lessee shall comply with the following provisions concerning Hazardous Materials:

(a) No Hazardous Materials shall be used, treated, kept, stored, sold, released, discharged or disposed of from, on, about, under, or into the Premises except in compliance with all Applicable Laws and as approved by the Lessor in writing;

(b) The Lessee shall use, manage, treat, keep, store, release discharge and dispose of its approved Hazardous Materials in accordance with all Applicable Laws. The Lessee is responsible for timely acquisition of any permits required for its Hazardous Materials and related activities and will be fully responsible for compliance with the provisions and conditions of such permits;

(c) If any Hazardous Materials Occurrence caused by Lessee results in any contamination of the Premises, other Park Area property or neighboring property, the Lessee shall promptly take all actions at its sole expense as are required to comply with Applicable Laws and to allow the Premises or such other property to be used free of any use restriction imposed under Applicable Laws as a result of the Hazardous Materials Occurrence. Except in cases of emergency, the Lessor's written approval of such actions shall first be obtained;

(d) If the Lessee discovers any unapproved Hazardous Materials in or on the Premises or becomes aware of a Hazardous Materials Occurrence related to the Premises, the Lessee shall immediately notify the Lessor.

Section 11. INSURANCE AND INDEMNIFICATION

11.1. Insurance During the Lease Term

At all times during the Lease Term and at the Lessee's sole expense, it shall obtain and keep in force for the benefit of the Lessee and Lessor the insurance coverages set forth in Exhibit D to this Lease.

11.2. Insurance Requirements Modification

If the Lessor at any time, but not more than annually, believes that the limits or extent of coverage, conditions, deductibles or self-insurance retention, with respect to any of the insurance required by this

Lease are insufficient for a prudent owner of property of the nature of the Premises, the Lessor may determine the proper and reasonable limits and extent of coverage, conditions, deductibles and self insurance retention limits for such insurance and such insurance shall thereafter be carried by the Lessee until changed pursuant to the provisions of this section.

11.3. Disposition of Insurance Proceeds

All insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of the Lessee's Personal Property), less actual expenses incurred in connection with their collection, shall be held by the Lessee in an interest bearing account, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, an insurance trustee acceptable to the Lessor shall hold such proceeds for application in accordance with this Lease.

11.4. Inadequate Insurance Coverage

The Lessee's responsibilities under this Lease assume full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

11.5. Indemnity

The Lessee shall indemnify, defend, save and hold the United States of America, its employees, successors, agents and assigns, harmless from and against, and reimburse the United States of America for any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses, including without limitation expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy or manner of use or occupancy of the Premises by the Lessee or any other person or entity, the design, construction, maintenance, or condition of any improvements on the Premises, the condition of the Premises, and/or any accident or occurrence on the Premises from any cause whatsoever; provided, however, that the Lessee shall not be liable to the extent that the damages, expenses, claims or suits result from the willful misconduct or negligence of the United States of America, or its employees, contractors, or agents; provided, further, that the United States of America shall be liable only to the extent such claims are covered by the Federal Tort Claims Act (28 USC 2671 et seq.). The provisions of this section shall survive the Expiration Date or Termination Date of this Lease.

Section 12. DAMAGE OR DESTRUCTION

If the Premises or any portion thereof are damaged or destroyed at any time during the Lease Term and the Lessor decides not to repair or rebuild, the Lessor may terminate this Lease without liability and the Lessee shall pay to the Lessor as additional rent the insurance proceeds resulting from the damaged or destroyed Premises less actual expenses incurred in connection with their collection. Under no circumstances, unless otherwise required by the NPS, shall the Lessee permit or advise the insurance company to send a check or payment in the insurer's name, even as a representative of the Lessee, to Lessor. Rather, all such checks or payments must be administered in accordance with Section 11.3

above, "Disposition of Insurance Proceeds," and Lessee shall thereupon pay an exact equivalent amount to the Lessor as the additional rent.

13. LIENS

13.1. No Power in Lessee to Create

The Lessee shall have no power to take any action that may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion, fee interest or other estate of the Lessor or of any interest of the Lessor in the Premises, except as otherwise may be expressly approved by the Lessor in writing in accordance with the terms of this Lease.

13.2. Discharge of Liens by Lessee

The Lessee shall not suffer or permit any liens known to the Lessee to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee shall cause it to be discharged of record within sixty calendar (60) days after notice to the Lessee of filing the lien. If the Lessee fails to discharge or contest the lien within this period and the failure shall continue for a period of fifteen calendar (15) days after notice by the Lessor, then, in addition to any other right or remedy of the Lessor, the Lessor may, but shall not be required, to procure the discharge of the lien either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by the Lessor for any of these purposes, and all other expenses of the Lessor and all necessary disbursements in connection with them, shall become due and payable forthwith by the Lessee to the Lessor upon written demand therefore as additional Rent.

13.3. No Consent or Waiver by Lessor

Nothing in this Lease shall be deemed to be or be construed in any way as constituting the consent or request of the Lessor, expressed or implied, by inference or otherwise, to any person, firm or corporation, for performance of any labor or the furnishing of any materials in connection with the Premises.

Section 14. ASSIGNMENTS AND ENCUMBRANCES

14.1. Assignments

The Lessee shall not effectuate an Assignment of this Lease, in whole or in part, or any real property on the Premises, nor Sublease the Premises to a Sublessee or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this Lease, without the express prior written permission of the Lessor. Approval of any Assignment is in the discretion of the Lessor and in no event shall the Lessor grant an approval unless it is able to determine that the proposed assignee or Sublessee is financially and managerially capable of carrying out the terms of this Lease.

With respect to proposed assignments and without otherwise limiting the criteria upon which the Lessor may withhold its consent to any proposed assignment, the Lessee shall furnish to the Lessor the following information: [1] all instruments proposed to implement the transaction; [2] a statement as to the existence of any litigation questioning the validity of the proposed transaction; [3] a description of the management qualifications and financial background of the proposed transferee, if any; [4] a detailed description of the financial aspects of the proposed transaction including but not limited to

prospective financial forecast statements that have been examined by an independent accounting firm and that demonstrate to the satisfaction of the Lessor that terms of the transfer do not impede or interfere with the financial ability of the Lessee to perform the requirements of this Lease; [5] if the transaction may result in an encumbrance on the Lessee's assets, full particulars of the terms and conditions of the encumbrance; and [6] such other information as the Lessor may reasonably require. The Lessor shall have the right to approve the form of any assignment. Any consideration for transfers of leasehold interests (as such costs are approved by the Lessor) received by the Lessee from an assignee for or in connection with an assignment of this Lease shall be payable to the Lessor. The Lessor has an unconditional right to assign this Lease or any or all of its rights and obligations under it at any time.

14.2. Encumbrances

The Lessee may not effectuate an Encumbrance on the Premises without the prior written permission of the Lessor. Approval of any Encumbrance is in the discretion of the Lessor and in no event shall an encumbrance be approved unless the Lessor is able to determine that it only grants its holder, in the event of a foreclosure, to assume the responsibilities of the Lessee under this Lease or to select a qualified new lessee subject to the written approval of the Lessor, and that it does not grant its holder any rights to alter or amend in any manner the terms and conditions of this Lease.

Section 15. TERMINATION, DEFAULTS AND LESSOR'S REMEDIES

15.1 Termination for Convenience

If, for whatever reason, the Lessor is unable to meet its maintenance and repair responsibilities under Section 8.1, either party may terminate the Lease by providing thirty days advanced written notice to the other party.

15.2 Termination for Default

The Lessor may terminate this Lease for default if the Lessee fails to keep and perform any of the terms and conditions of this Lease, provided that the Lessor shall first give the Lessee written notice of at least fifteen (15) calendar days in the case of monetary defaults and thirty calendar (30) days in the case of non-monetary defaults of the Lessor's intention to terminate if the default is not cured within the applicable time period. The Lessor may terminate this Lease for default without notice after three monetary defaults or two non-monetary defaults. If the Lessor terminates this Lease, all of the rights of the Lessee under this Lease and in the Premises shall terminate.

15.3. Bankruptcy

The Lessor may terminate this Lease, in its discretion, in the event of a filing or execution of: (a) a petition in bankruptcy by or against the Lessee which is not dismissed within ninety calendar (90) days of its filing; (b) a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor; (c) an assignment for the benefit of creditors; (d) a petition or other proceeding against the Lessee for the appointment of a trustee, receiver or liquidator; or (e) the taking by any person of the leasehold created by this Lease or any part thereof upon execution, attachment or other process of law.

15.4. No Waiver

No failure by the Lessor to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default, and no acceptance by the Lessor of full or partial rent during the continuance of any default shall constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by the Lessor. No waiver of any default shall affect or alter this Lease, but each and every term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default.

15.5. Lessor's Right to Cure Lessee Defaults

If a default occurs under the terms of this Lease and the Lessee fails to correct the default within the applicable grace period, the Lessor may choose to correct the default (entering upon the Premises for such purposes if necessary), and the Lessor shall not be liable or in any way responsible for any loss, disturbance, inconvenience, or damage resulting to the Lessee as a result, and the Lessee shall pay to the Lessor upon demand the entire expense of the correction as additional Rent, including, without limitation, compensation to the agents, consultants and contractors of the Lessor and related expenses. The Lessor may act upon shorter notice or no notice at all if necessary in the Lessor's judgment to meet an emergency situation or governmental time limitation or to protect the Lessor's interest in the Premises.

Section 16. SURRENDER AND HOLDING OVER

16.1. Surrender of the Premises

(a) On or before the Expiration Date or Termination Date of this Lease, the Lessee shall surrender and vacate the Premises, remove Lessee's Personal Property, and return the Premises, including the FF&E, to as good an order and condition as that existing upon the Commencement Date as documented in the Inventory and Condition Report.

(b) For these purposes, the Lessor and Lessee shall prepare an inventory and condition report of the Premises to constitute the basis for settlement by the Lessee to the Lessor for Lessor's FF&E, or elements of the Premises shown to be lost, damaged or destroyed. Any such FF&E, or other elements of the Premises shall be either replaced or returned to the condition required under this Section by the Lessee, ordinary wear and tear excepted, or, at the election of the Lessor, reimbursement made therefore by the Lessee at the then current market value thereof.

16.2 . Holding Over

This Lease shall end upon the Expiration Date or Termination Date and any holding over by the Lessee or the acceptance by the Lessor of any form of payment of rent or other charges after such date shall not constitute a renewal of this Lease or give the Lessee any rights under this Lease or in or to the Premises.

Section 17. EQUAL OPPORTUNITY LAWS

The Lessee and Lessee's Agent's shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964 (as amended), as well as Executive Order 11246 of September 24, 1965, as amended by

Executive Order 11375 of October 13, 1967; (b) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, Public Law 93-112 (as amended), which prohibits discrimination on the basis of disability and requires government contractors and subcontractors to take Affirmative Action to employ and advance in employment qualified handicapped individuals; (c) 41 C.F.R. Chapter 60, which prescribes affirmative action requirements for government contractors and subcontractors; (d) the Age Discrimination in Employment Act of December 15, 1967 (as amended); (e) the Americans with Disabilities Act, 42 U.S.C. Sections 12101 et seq.; (f) and all other Applicable Laws relating to nondiscrimination in employment and in providing facilities and services to the public. The Lessee shall do nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment.

Section 18. NOTICES

Except as otherwise provided in this Lease, any notice, consent or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand, sent by courier, sent by prepaid registered or certified mail with return receipt requested and addressed as appropriate to the following addresses (or to such other or further addresses as the parties may designate by notice given in accordance with this section):

If to the Lessor:

Superintendent
Valley Forge National Historical Park
1400 North Outer Line Drive
King of Prussia, PA 19406

If to the Lessee:

[Insert mailing address for Lessee]

Section 19. GENERAL PROVISIONS

The following general provisions apply to this Lease:

(a) The Lessor is not for any purpose a partner or joint venture participant of the Lessee in the development or operation of the Premises or in any business conducted on the Premises. The Lessor under no circumstances shall be responsible or obligated for any losses or liabilities of the Lessee. The Lessee shall not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of the Lessee or its services or products by the Lessor or any other governmental agency.

(b) This Lease shall not, nor be deemed nor construed to, confer upon any person or entity, other than the parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Lease.

(c) This Lease provides no right of renewal or extension to the Lessee, nor does it provide the Lessee with the right to the award of a new lease upon termination or expiration of this Lease. No rights shall be acquired by virtue of this Lease entitling the Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

(d) The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the Lessor shall have the right to terminate this Lease for Default.

(e) In case any one or more of the provisions of this Lease shall for any reason be held to be invalid, such invalidity shall not affect any other provision of this Lease, and this Lease shall be construed as if the invalid provisions had not been contained in this Lease.

(f) All Exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease.

(g) Time is of the essence to this Lease and all of its terms and conditions.

(h) The laws of the United States shall govern the validity, construction and effect of this Lease.

(i) This Lease constitutes the entire agreement between the Lessor and Lessee with respect to its subject matter and supersedes all prior offers, negotiations, oral and written. This Lease may not be amended or modified in any respect except by an instrument in writing signed by the Lessor and Lessee.

(j) The voluntary sale or other surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation, or the termination by the Lessor pursuant to any provision of this Lease, shall not work a merger, but, at the option of the Lessor, shall either terminate any or all existing subleases hereunder or operate as an assignment to the Lessor of any or all of subleases.

(k) If more than one Lessee is named in this Lease, each Lessee shall be jointly and severally liable for performance of the obligations of this Lease.

(l) Any and all remedies available to Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of Lessor's rights, including, but not limited to, court costs.

(m) The Lessee shall not construct new buildings or structures on the Premises, except that, with the prior written approval of the Lessor, the Lessee may construct minor additions, buildings and/or structures determined by the Lessor to be necessary for support of the uses authorized by this Lease.

(n) Nothing contained in this Lease shall be construed as binding the Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations. Nothing in this Lease shall be

construed as preventing the cancellation of this Lease by the Lessor in the exercise of sovereign authority otherwise provided by Applicable Laws.

IN WITNESS WHEREOF, the Regional Director, Northeast Region, National Park Service, acting on behalf of the United States of America, in the exercise of the delegated authority from the Secretary of the Interior, as Lessor, and the Lessee have executed this Lease by proper persons thereunto duly authorized as of the date heretofore written.

LESSOR

THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

Dennis R. Reidenbach
Regional Director
Northeast Region

Date

LESSEE

[Name of Lessee]

Signature of Authorized Representative

Date

Printed Name: _____

Title: _____

EXHIBIT A-1: Exterior Lease Premises

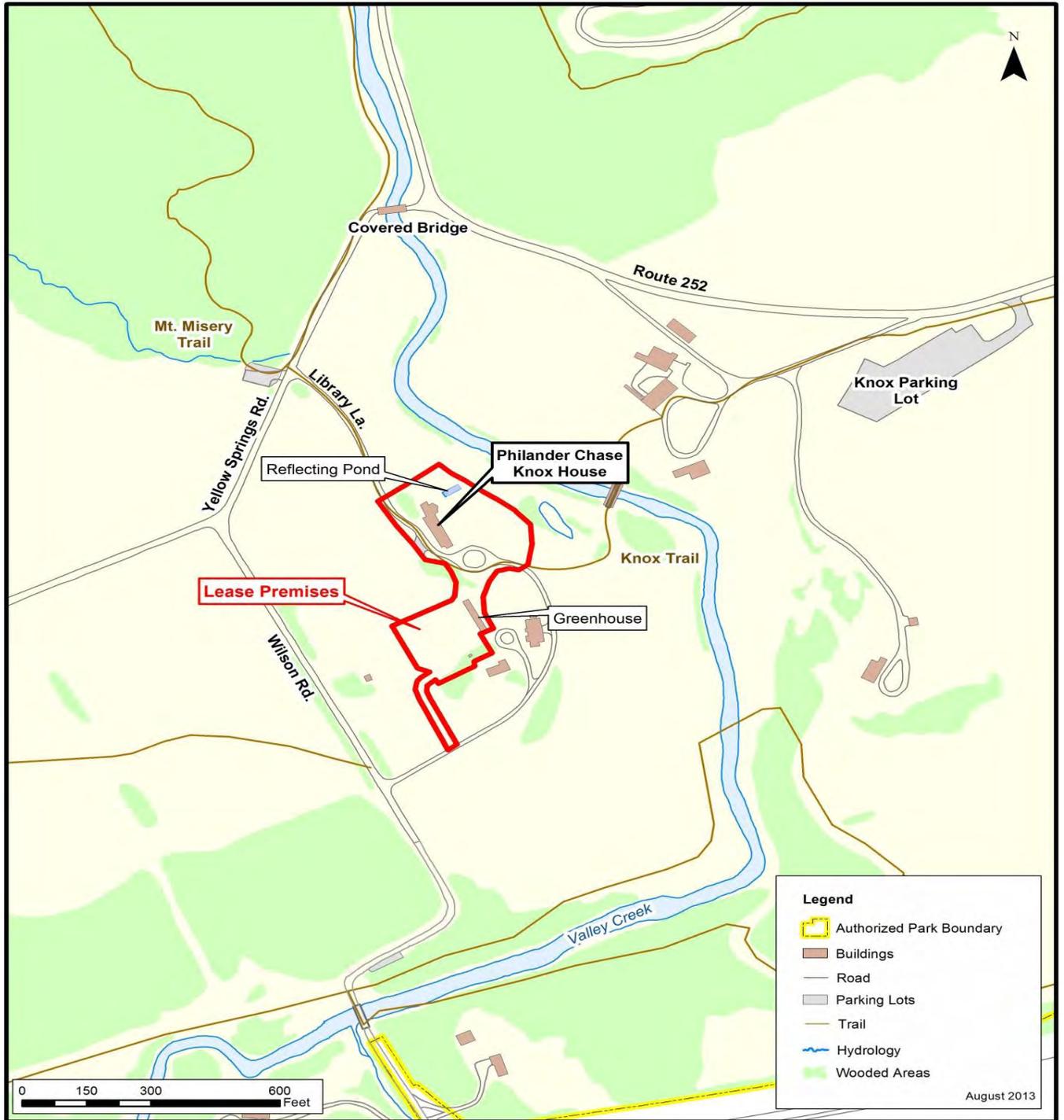
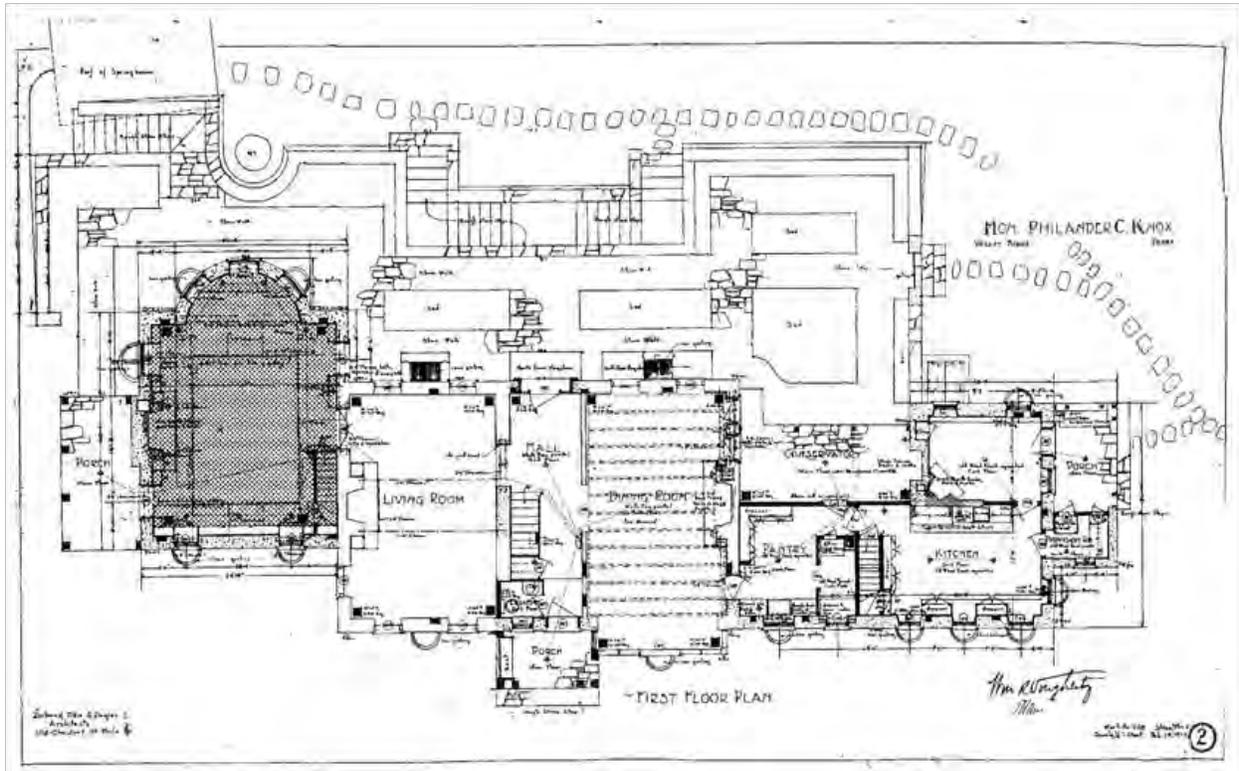


EXHIBIT A-2: Interior Lease Premises

First Floor



Second Floor

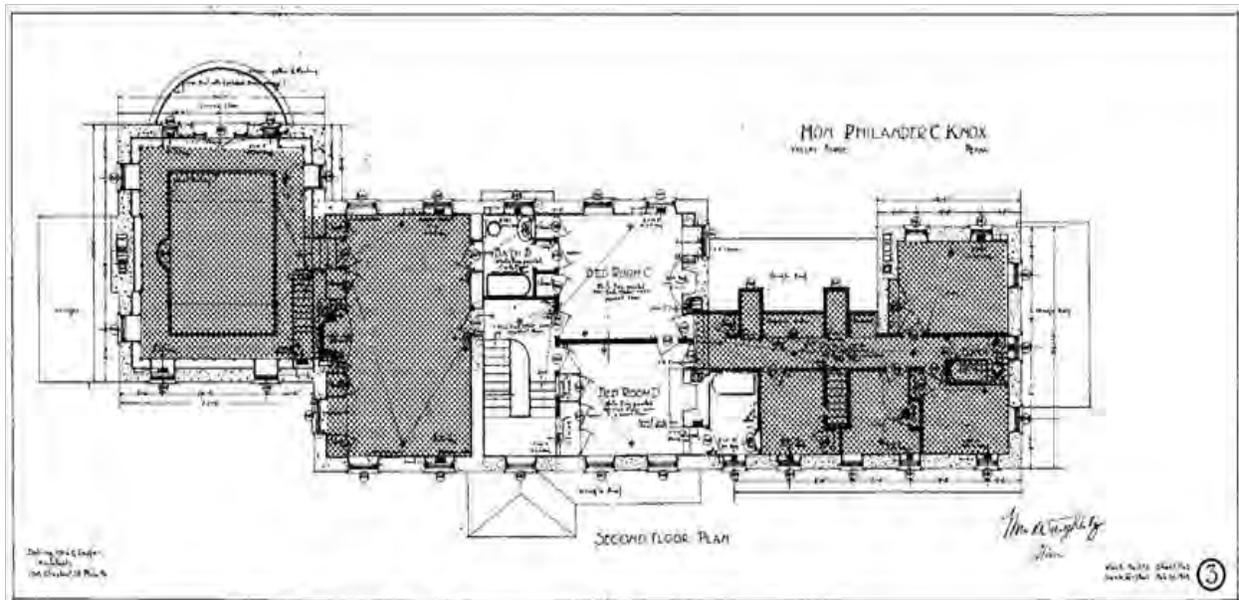


EXHIBIT B: Inventory and Condition Report

To be developed prior to Lease execution

EXHIBIT C: Operating Plan

This Operating Plan between the Lessor and Lessee will serve as a supplement to the Lease. It describes the specific conditions of the Lessee's Authorized Use of the Premises.

In the event of any conflict between the terms of the Lease and this Operating Plan, the terms of the Lease, including its designations and amendments, will prevail.

This Operating Plan will be reviewed annually by the Lessor in consultation with the Lessee, and revised as determined necessary by the Lessor. Any revision to this Operating Plan will be commemorated through an updated Operating Plan.

The use of the Premises is authorized as follows:

Event Scheduling – The Lessee has the right to schedule an event or events on each and every day of the term of the Lease. The Lessee will develop and maintain a scheduling calendar accessible by Lessor to ensure there are no scheduling conflicts between events and NPS use.

Lessor Right to Cancel Events – Lessor may cancel events in the event of weather or other emergencies, an uncompleted repair or maintenance project within the Lease Premises that causes a safety issue that cannot be mitigated, or a U. S. Government shutdown. Lessee must state this provision within their contract for any event held on the Premises.

Exclusive Use of the Premises – Except as noted below in “Conditions of Exclusive Use of the Premises,” Lessee is granted exclusive use to the Premises on the day before, the day of, and the day after an event as defined in the Lease. In the case of multiple Events booked on consecutive days, exclusive use to the Premises is authorized on the day before the first Event, the day of each Event, and the day after the last consecutive Event. During exclusive use, NPS staff will retain the right to access the Premises to periodically monitor use and in emergency situations.

Conditions of Exclusive Use of the Premises

- Library Lane:
 - Vehicles belonging to general visitors will not be permitted on Library Lane on any day on which there is an Event.
 - The Knox Trail runs past the PCK house on Library Lane towards Yellow Springs Road and general visitors will continue to have pedestrian or bicycle access to Library Lane on Event days.
 - On the day of any event, the Lessee will be permitted to reroute the Knox Trail to run past the PCK garage on Library Lane towards Wilson Road to avoid potential accidents between event guests arriving by vehicle and park users walking or biking on Library Lane or Library Lane circle.
 - The Lessee will be authorized to park vehicles or stage equipment on approximately half of the Library Lane circle so as to not block traffic. Any vehicles or equipment must be removed from the site at the conclusion of each event.
- Side Yard – This yard South of the House and adjacent to the Library Lane circle may be used for operations of the Lessee, including access by staff.
- Main Lawn – The Lessee may install a leveling platform and tent as described below.

Non-Exclusive Use to the Premises – Non-exclusive or shared use of the Premises is authorized on all other days during the Lease Term. Accordingly, the exterior portions of the Premises, with the exception of the Lessee’s tent, will be open to the public and the interior portions of the Premises may be used by the NPS for normal operations including meetings, facilitation of volunteer projects and visitor access to the library (by appointment).

Types of Authorized Events – The Premises will be used for private events such as weddings, corporate retreats and family parties. The Lessee will not permit events that it has reason to believe may involve excessive drinking and/or disorderly behavior.

Period of Availability – The interior of the Premises will be available year round. The interior and exterior of the Premises will be available April through October of each year of the Lease Term. All events will end no later than 11:00 pm, with last Lessee staff leaving the site by 12:00 midnight.

Maximum Attendance – As determined by Lessor, thirty (30) people is the maximum attendance for indoor-only events, and two hundred (200) people is the maximum attendance for indoor/outdoor events held April through October.

Noise Limit – Sounds generated by events may only be minimally audible (as determined by the Lessor) to the visiting public at Valley Creek or on the Mount Misery Trail and shall not be audible from any privately owned residences.

Tent – The Lessee is authorized to construct a leveling platform and tent, which may remain on-site during the outdoor event season beginning in April and ending in October. Lessee also will be authorized to change the size of the tent as needed. The tent must be made of a flame resistant / retardant material. The tent must be placed on a level platform above the grass. The height of the tent will be as low as possible. Guard rails and stairs will be provided as required by safety codes, as determined by Lessor. The size and location of the tent must be approved in advance by the Lessor. The tent will not be open to the general public at any time unless approved and managed by the Lessee.

Alcohol – Alcohol is permitted. Lessee and any contractor hired by the Lessee must comply with all applicable laws and maintain any required licenses, permits and/or certificates.

Food Service – Food and beverage may only be provided to event guests. Caterers must be in compliance with the U.S. Food and Drug Administration (FDA) food code and any other applicable codes or laws related to food service.

Kitchen – Cooking is not permitted within the PCK house. However, limited preparation including plating of already cooked foods and brewing of coffee is permitted. It is anticipated that the Lessee will use an offsite location for food preparation and a catering truck / mobile kitchen as necessary. Siting of any catering truck / mobile kitchen must be approved in advance and in writing by the Lessor. Unless otherwise approved by the Lessor, any mobile kitchen must be removed from the Premises when Lessee has non-exclusive access.

Accessibility – The Lessee will be required to: (1) rehabilitate first floor restroom to make it accessible in accordance with the Americans with Disabilities Act; and (2) design and construct a fully reversible, temporary ramp system in accordance the Americans with Disabilities Act to make both the downstairs

indoor and outdoor spaces fully accessible. The Ramp system must allow mobility impaired guests full access in and between the vehicle drop-off location, the front porch, the downstairs rooms within the PCK house available for guest use, the rear terrace, the tent and the exterior restrooms.

Parking – Due to the layout of the Premises and limited available parking, Lessee will be required to valet park all cars for all events. Event parking is generally permitted at: the four-vehicle lot across from the front door of the PCK house; approximately one-half of the circle adjacent to the PCK kitchen screen porch; and the PCK valet lot to be constructed by the Lessor. The PCK valet lot will be 18,000 square foot gravel lot within the walled garden west of the greenhouse. The PCK valet lot has been designed to accommodate 75 closely parked, medium sized sedans. The Knox lot on Route 252 east of the Covered Bridge is available for overflow parking with advance, written permission from NPS. Event parking is not permitted on Wilson Road, in the proposed Yellow Springs lot off of Wilson Road, or on Library Lane except as noted above.

Bathrooms – Due to limited wastewater capacity, the Lessee will be required to provide a fully accessible, mobile restroom(s) for all events with over 30 guests. Siting of the mobile restroom must be approved in advance by the Lessor. Unless otherwise approved by the Lessor, any mobile restroom must be removed from the Premises when Lessee has non-exclusive access.

Electrical Infrastructure – Due to limited electric service, Lessee will be required to provide power via mobile generator(s) for all exterior power needs including those for additional exterior lighting, mobile bathrooms and tent lighting, audio/visual equipment, and HVAC equipment. Any electrical cords will be free of frays and appropriate for the use they are being applied to. All cords on the ground that are exposed for more than 2 feet will be covered with dams to prevent a tripping hazard. All electrical connections will be to code. Any cord that cannot be covered by a dam will be marked with a tape or a sign. Siting of the mobile generator must be approved in advance by the Lessor. Unless otherwise approved by the Lessor, any mobile generator, electrical cords and other electrical equipment must be stored in accordance with the “Storage” provision or removed from the Lease Premises when Lessee has non-exclusive access. The Lessee is permitted to use the existing PCK electrical infrastructure for existing exterior lighting and interior power needs with advance, written approval from the Lessor; provided, however, the Lessor may bill the Lessee for estimated electrical usage attributable to Lessee operations.

Exterior Lighting – Temporary exterior lighting for way-finding purposes is permitted in the area of the front porch where valet drivers will take cars from and return cars to guests, the rear terrace, any walkways to the tent and/or mobile restroom(s). Temporary lighting of the PCK lot and the path between it and the PCK house is permitted. The location and type of all lighting must be approved in advance in writing by the Lessor. All temporary lighting must be stored in accordance with the “Storage” provision or removed from the Lease Premises when Lessee has non-exclusive access.

HVAC – The PCK house has no air conditioning. Temporary air conditioning systems may be used, but must be approved in advance and in writing by the Lessor. The heating system in the PCK house is currently operational, but due for replacement. Lessee is advised that the heating system could fail during the Lease Term. In the event of a heating system failure, the NPS may install a new heating system during the Lease Term. Any work on the heating system would be scheduled in consultation with the Lessee to minimize disruption to Lessee operations inasmuch as possible. If, for whatever reason, the NPS is unable to replace the heating system, the lease may be terminated for convenience in accordance with Lease Section 15.1.

Key Personnel – The Lessee shall be required to provide to the NPS an updated list of its qualified and experienced key personnel, including a list of all contractors it uses.

Lessee Staffing – A fully trained employee of the Lessee must be present at the Premises during any event-associated activity including deliveries, set-up, the event itself, or break-down. An employee of a contractor of the Lessee does not meet this requirement unless agreed to in advance by the Lessor.

Lessee Staff Training – The Lessor and Lessee will collaborate on the development of a training program to be provided to all Lessee staff in the following:

- History and significance of the PCK estate, Valley Forge National Historical Park and the National Park Service;
- Fire and Life Safety procedures outlined in the Fire and Life Safety Plan;
- How to access and secure the building;
- How to interact with the visiting public regarding events and park areas closed for events;
- How to ensure interior occupancy does not exceed capacity; and
- Who to contact for fire, police, medical or maintenance issues.

Lessee Contractors

- The Lessee may utilize contractors to provide event services.
- Contractors must abide by all Draft Lease and Draft Operating Plan language as well as all local and national laws and regulations.
- The Lessee will require contractors to maintain appropriate insurance coverage that names the Lessee and the United States of America as an additional insured.
- The 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.

Fire and Life Safety Plan – The Lessee shall develop and submit to the Lessor a Fire and Life Safety plan for the Lessor’s approval during the first 30 days of the Lease Term. Subsequently, the Fire and Life Safety Plan shall be updated and submitted to the Lessor for its approval before the beginning of each Lease Year.

Signs and Decorations – Non-staked sandwich boards may be used in and around the Premises to inform the visiting public about an ongoing event. Wording must be approved in advance by the Lessor. Signs directing event guests to the Premises are not permitted within the Park. Nothing may be affixed to any interior or exterior wall of the Premises. All signs, decorations, etc. must be free-standing or presented on easels. No nails may be placed in walls.

Smoking – Smoking is prohibited in or within 25 feet of the PCK house or any of the structures.

Pest Control – The Lessee is prohibited from placing or spraying any chemicals to kill or deflect rodents or insects, including mosquitoes and other insects common to a riparian environment, without express written permission and direction from the Lessor. Any problems will be reported to the Lessor and the problem will be treated or written instructions will be given on what is permitted to remedy the situation.

Storage – Lessee may store its supplies, property and equipment in the tent during the Lease Term. The Lessee assumes all liability for any supplies, property or equipment left within the Lease Premises.

Trash – All trash must be removed from the Premises on the day of the event or the day following the event that generated the trash. Any trash not removed the day of the event must be kept in closed containers immediately following an event. The Lessee shall ensure that hazardous and universal waste generated from the site is disposed of in accordance with state and local laws. The Lessee shall ensure that all trash, recycling and composting meet applicable federal, state, and local requirements and goals.

EXHIBIT D: Insurance Requirements

During the term of this Lease, the Lessee shall maintain the following insurance coverage (where applicable as determined by the Lessor) under the following general terms and conditions and under such specific terms and conditions as the Lessor may further require with respect to each particular insurance policy.

1. Types of Insurance

(a) Property Insurance - An all risk or special form, including fire, vandalism and malicious mischief insurance. The amount of such insurance shall be the full insurable value of the Premises as determined by the Lessor. All such policies shall specify that proceeds shall be payable whether or not any damaged or destroyed improvements are actually rebuilt. All such policies shall waive any requirement that a building or structure be replaced at its original site.

(b) Boiler and Machinery Insurance – At full replacement cost. The policy shall specify that proceeds shall be payable whether or not any damaged or destroyed improvements are actually rebuilt. The policy shall include an endorsement that waives any provision of the policy that requires a building or structure to be replaced at its original site, provided that, such endorsement shall not operate to increase the insurance company's liability under the policy.

(c) Worker's Compensation and Employer's Liability Insurance - Worker's compensation insurance in the statutory amounts and coverage required under worker's compensation, disability and similar employee benefit laws applicable to the Premises and to the Lessee's use and occupancy of the Premises.

(d) General Liability - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than One Million Dollars (\$1,000,000.00) per incident and Three Millions Dollars (\$3,000,000.00) aggregate for the Premises.
Such insurance shall insure the performance by the Lessee of its indemnity obligations under this Lease.

(e) Business Interruption and Extra Expense Insurance - Business interruption and extra expense to cover the loss of income and continuation of fixed expenses in the event of damage to or loss of the Premises, including, without limitation and, with respect to the interests of the Lessor, the loss (or reduction) of Rent payments to the Lessor by the Lessee.

(f) Other - All other insurance that the Lessee should maintain to adequately protect the Premises, Lessor, and Lessee including but not limited to Liquor Liability Insurance. with limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury per incident and Three Million Dollars (\$3,000,000.00) aggregate, or such higher amounts as may be required by law.

2. Conditions of Insurance

(a) All property and liability insurance policies shall name the United States of America as an additional insured.

(b) All of the insurance required by this section and all renewals shall be issued by one or more companies of recognized responsibility licensed to do business in the state in which the Park Area is located with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best's Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.

(c) All insurance policies shall provide that such policies shall not be cancelled, terminated or altered without thirty (30) days prior written notice to the Lessor. The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and annually thereafter. The Lessee shall maintain all policies provided throughout the Lease Term and the Lessee shall renew such policies before the expiration of the term of the policy.

(d) If the Lessor at any time, but not more than annually, believes that the limits or extent of coverage, deductibles or self-insurance retention, with respect to any of the insurance required by this section are insufficient for a prudent owner of property of the nature of the Premises, the Lessor may determine the proper and reasonable limits and extent of coverage, deductibles and self insurance retention limits for such insurance and such insurance shall thereafter be carried by the Lessee until changed pursuant to the provisions of this section.

(e) The Lessee assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

(f) The Lessee and Lessee's Agents shall not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this section.

EXHIBIT E: Housekeeping and Grounds Maintenance Plan

To be developed based on Offeror's proposal and subsequent negotiation prior to Lease execution

EXHIBIT F: Annual Rent and Participation Rent Schedule

To be developed based on Offeror’s proposal and subsequent negotiation prior to Lease execution

ATTACHMENT B

BUSINESS HISTORY INFORMATION FORM

Business history information should be provided for the Offeror AND all parent companies. If the Offeror has not been formed yet, business history information should be provided for each Offeror-Guarantor.

The information provided below is for the entity: _____

- 1) Has Offeror ever defaulted from or been terminated from a management contract, lease, concession contract, 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 Bankruptcies, Receiverships, Foreclosures, Transfers in Lieu of Foreclosure, and/or Work-Out/Loan Modification Transactions during the past five years. (If none, then so indicate). Attach an explanation of the circumstances, including nature of the event, date, type of debt (e.g., secured or unsecured loan), type of security (if applicable), approximate amount of debt, name of lender, resolution, bankruptcy plan, and/or other documentation as appropriate.
- 3) Describe any pending litigation or administrative proceeding (other than those covered adequately by insurance) which if adversely resolved could materially impact the financial position of the Offeror.
- 4) Describe any lawsuit, administrative proceeding or bankruptcy case within the past five years that concerned the Offeror's alleged inability or unwillingness to meet its financial obligations.

Attachment C

| |
|---|
| BUSINESS ORGANIZATION AND CREDIT INFORMATION Corporation/Limited Liability Company |
|---|

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

| | |
|-------------------------------|--|
| Name of Entity | |
| Address | |
| Telephone Number | |
| Fax Number | |
| Email Address | |
| Contact Person | |
| Title | |
| Tax ID# | |
| State of Incorporation | |
| Date of Incorporation | |

| NAME(S) OF OWNERS WITH CONTROLLING INTERESTS OR KEY PRINCIPALS | ADDRESS | NUMBER AND TYPE OF SHARES OR PERCENTAGE OF OWNERSHIP | CURRENT VALUE OF INVESTMENT |
|--|---------|--|-----------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total of All | | | |
| Total Shares Outstanding | | | |

| CORPORATE OFFICERS AND BOARD OF DIRECTOR OR MANAGING MEMBERS | ADDRESS | TITLE AND/OR AFFILIATION |
|--|---------|--------------------------|
| | | |
| | | |
| | | |

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 D

| |
|--|
| BUSINESS ORGANIZATION AND CREDIT INFORMATION Individual/Partnership |
|--|

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

| OWNERSHIP | | | |
|--|-------------------------|---------------------------|--------------------------|
| Names and Addresses of Each Partner or Sole Proprietor | Percentage of Ownership | Current Value of Business | Role in Lease Operations |
| | | | |
| | | | |
| | | | |
| | | | |

INITIAL INVESTMENTS AND START-UP EXPENSES FORM

Company Name

Grey Cells are Input Cells

ASSETS

Existing Assets:

Assets necessary to the operation, already owned by the Offeror, that will be allocated to the operation of the Lease.

| | | | | | |
|------------------------|----|---|--|--|--|
| Personal Property | \$ | - | | | |
| Inventory and Supplies | \$ | - | | | |
| Other (describe) | \$ | - | | | |
| Other (describe) | \$ | - | | | |
| Subtotal | \$ | - | | | |

Immediate Purchase of New Assets:

Assets necessary to the operation, that Offeror will need to purchase for the operation of the Lease.

| | | | | | |
|------------------------|----|---|--|--|--|
| Personal Property | \$ | - | | | |
| Inventory and Supplies | \$ | - | | | |
| Other (describe) | \$ | - | | | |
| Other (describe) | \$ | - | | | |
| Subtotal | \$ | - | | | |

TOTAL \$ _____ -

OTHER

| | | | | | |
|-------------------|----|---|--|--|--|
| Start-Up Expenses | \$ | - | | | |
| Working Capital | \$ | - | | | |
| Security Deposit | \$ | - | | | |
| Other (describe) | \$ | - | | | |
| Other (describe) | \$ | - | | | |

TOTAL \$ _____ -

TOTAL INITIAL INVESTMENTS AND START-UP EXPENSES \$ _____ -

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 Lease.
- 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 Lease.
- 7) Expenditures entered into this form should not be included in the proforma income statement.

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).

PROFORMA INCOME STATEMENT FORM

| Company Name | | | | | | |
|---|---|-------------|-------------|-------------|-------------|-------------|
| Grey Cells are Input Cells | | | | | | |
| | % | 2014 | 2015 | 2016 | 2017 | 2018 |
| Gross Receipts (from Income Statement Assumptions worksheet) | | | | | | |
| Outdoor / Indoor Events | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Indoor Events | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Food and Beverage | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Equipment Rental | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other (describe) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other (describe) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other (describe) | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Gross Receipts | | \$ - |
| Cost of Sales | | \$ - |
| Gross Profit | | \$ - |
| Direct Expenses | | | | | | |
| Direct Salaries, Wages, Payroll Taxes, and Benefits | | | | | | |
| Operating Supplies | | | | | | |
| Equipment Rental | | | | | | |
| Utilities | | | | | | |
| Other (Identify) | | | | | | |
| Other (Identify) | | | | | | |
| Other (Identify) | | | | | | |
| Total Direct Expenses | | \$ - |
| Indirect Expenses | | | | | | |
| Mgmt and Admin Salaries, Payroll Taxes & Benefits | | | | | | |
| General and Administrative | | | | | | |
| Marketing | | | | | | |
| Insurance | | | | | | |
| Corporate Overhead (Office rent, insurance, etc.) | | | | | | |
| Other (describe) | | | | | | |
| Other (describe) | | | | | | |
| Other (describe) | | | | | | |
| Total Indirect Expenses | | \$ - |
| Total Operating Expenses | | \$ - |
| Net Operating Income | | \$ - |
| Less: Rent Paid to NPS | | \$ - |
| Interest Expense | | | | | | |
| Depreciation | | | | | | |
| Amortization | | | | | | |
| Net Profit Before Taxes | | \$ - |
| Income Tax | | | | | | |
| Net Income | | \$ - |

NOTES

- 1) Formulas included in this form are provided by NPS as guidance only. The Offeror is responsible for its financial projections and their accuracy.
- 2) Grey cells represent categories that need to be explained on the "Income Statement Assumptions" worksheet.
- 3) Fully explain and document your Gross Revenue build-up. State annual inflation rate assumptions, rate increase assumptions, utilization assumptions and any estimates of real growth you anticipate.
- 4) All Direct Expenses should be supported with a clear rationale. Labor costs should be supported by a footnote identifying Full Time Equivalents (FTE) occupied for each operating department identified.
- 5) Clearly describe the composition of each item classified under Undistributed and Fixed Expenses. If the expense item is allocated from or shared with a parent or related entity, please describe the allocation method. In particular, if you intend to assess a Management Fee, or other form of corporate overhead and profit, you must clearly describe what this fee is comprised of (Officer salaries, human resources, accounting, marketing, profit, etc.).

PROFORMA INCOME STATEMENT ASSUMPTIONS

Company Name: _____

Grey Cells are Input Cells

| Annual Gross Receipts | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|--------------|------------------|------------------|--------------|-------------|
| Annual Gross Receipts | | | | | |
| Outdoor / Indoor Events | | | | | |
| Indoor Events | | | | | |
| Food and Beverage | | | | | |
| Equipment Rental | | | | | |
| Other (describe) | | | | | |
| Other (describe) | | | | | |
| Other (describe) | | | | | |
| Total Annual Gross Receipts | \$ - | \$ - | \$ - | \$ - | \$ - |
| Cost of Sales | | | | | |
| Cost of Sales | _____ | | | | |
| Direct Expenses | | | | | |
| | <i>Labor</i> | <i>Taxes/Ben</i> | <i>Other Exp</i> | <i>Total</i> | |
| Direct Salaries, Wages, Payroll Taxes & Benefits | _____ | | | | |
| Operating Supplies | _____ | | | | |
| Equipment Rental | _____ | | | | |
| Utilities | _____ | | | | |
| Other (describe) | _____ | | | | |
| Other (describe) | _____ | | | | |
| Other (describe) | _____ | | | | |
| Indirect Expenses | | | | | |
| Mgmt and Admin Salaries, Payroll Taxes & Benefits | _____ | | | | |
| General and Administrative | _____ | | | | |
| Marketing | _____ | | | | |
| Insurance | _____ | | | | |
| Corporate Overhead (Office rent, insurance, etc.) | _____ | | | | |
| Other (describe) | _____ | | | | |
| Other (describe) | _____ | | | | |
| Other (describe) | _____ | | | | |

NOTES

1) In the description sections of this form, please provide an explanation of sufficient detail to allow a reviewer to fully understand how the estimates were determined.

EXAMPLES

Revenue Assumption Description Example

*****The following example does not reflect the above opportunity and is provided for the purpose of illustration only.*****

Revenue inflation is expected to increase at the same rate as the Consumer Price Index which is predicted to grow at a rate of 2.7% annually, based upon historical growth as reported by the Bureau of Labor Statistics. No real growth is expected to occur, keeping in line with historical revenues. Therefore, overall revenue growth is forecast to occur at an average annual rate of 2.7% over the life of the Lease.

Expense Assumption Description Example

*****The following example does not reflect the above opportunity and is provided for the purpose of illustration only.*****

Direct expenses are expected to surpass historical direct expenses, as fuel and insurance prices increase. Studies by the Department of Commerce indicate that fuel prices are expected to rise at a rate of 10% annually over the next ten years, as opposed to the historical ten-year rate of 4% annually. Additionally, insurance costs, according to a nationwide insurance broker survey, are expected to rise at 15% annually for the next 10 years, as opposed to the historical ten-year rate of 2% annually. Accordingly, direct expenses associated with the operation are forecast to increase from an annual average of 10% of Gross Revenue to an annual average of 20% of Gross Revenues over the life of the Lease.

ATTACHMENT F

SAMPLE OFFEROR TRANSMITTAL LETTER

Kate Hammond, Superintendent
Valley Forge National Historical Park
1400 North Outer Line Drive
King of Prussia, PA 19406

Dear Ms. Hammond:

I hereby submit the enclosed proposal to lease the Kennedy-Suplee Mansion in Valley Forge National Historical Park in accordance with the Request for Proposals (RFP) released by the National Park Service (NPS) on September 30, 2013.

[This paragraph should only be used for Offerors that are an existing business entity, not for individual Offerors or Offerors that are a business entity that is not yet in existence] I certify that I am the _____ of the *[select one: corporation/partnership/limited liability company/joint venture]* named as Offeror herein; that I submit this proposal for and on behalf of the Offeror, with full authority under its governing instrument(s), and within the scope of its powers.

[This paragraph should only be used for Offerors that are not yet in existence, not for individual Offerors or Offerors that are existing business entities] I certify that I am a guarantor of the name Offeror, a business entity that is not yet in existence.

I certify that all information provided is complete, true, and correct, and understand that false statements may subject me and/or the Offeror to criminal penalties under 18 U.S.C. 1001.

I also certify that the individual, individuals, entity or entities acting as the Offeror, having an ownership interest in the Offeror, acting as guarantor(s) of an Offeror that is not yet in existence at this time, or otherwise seeking to participate in the proposed lease:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency.
- have not, within three years preceding submission of the Proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, or for violation of federal or state antitrust statutes or for commission of embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local unit of the government with commission of any of the aforementioned offenses.
- have not had one or more public transactions (federal, state or local) terminated for cause or default within the three-year period preceding submission of the proposal.

If selected for award of the lease, the Offeror hereby agrees to:

- 1) the terms and conditions of the Draft Lease provided as Attachment A to the RFP.
- 2) negotiate the final Lease in good faith within sixty working days after the Offeror may be selected for award of the lease.
- 3) *[Include only if the Offeror is not yet in existence]* provide the entity that is to be the Lessee with the funding, management, and other resources required under the Draft Lease and/or described in its Proposal.
- 4) *[Include only if the Offeror is a business entity, rather than an individual]* deliver current copies of the following documents to the NPS within ten calendar days after receiving notice of selection for award of the lease:
 - Certificate from its state of formation indicating that the entity is in “good standing” (if such form is issued in that state for Offeror’s type of business entity);
 - Governance documents of Offeror (e.g. articles of incorporation and by-laws for corporations; operating agreement for LLCs; partnership agreement for partnerships; or venture agreement for joint ventures); and
 - If the business entity was not formed in the Commonwealth of Pennsylvania, evidence that it is qualified to do business there.

OFFEROR or, if the Offeror is not yet in existence at this time, OFFEROR-GUARANTOR:

NAME OF OFFEROR _____

SIGNATURE _____

DATE _____

TYPED OR PRINTED NAME _____

TITLE _____

ADDRESS _____
