

**Sleeping Bear Dunes National Lakeshore**  
Empire, MI

**Request for Proposals**  
**Lease No. SLBE001-16**  
**Sleeping Bear Inn and Garage**



|   |  |
|---|--|
| <b>Key dates for this Request for Proposals are as follows:</b> |  |
| <b>RFP Release Date:</b><br>September 30, 2016                  | <b>Initial Proposal Submittal Deadlines:</b><br>January 30, 2017   |
| <b>Site Tour:</b><br>Available Upon Request                     | <b>Subsequent Submittal Deadlines:</b><br>N/A                      |
| <b>Question Submission Deadline:</b><br>October 31, 2016        | <b>Anticipated Lease Effective Date:</b><br>Subject to Negotiation |

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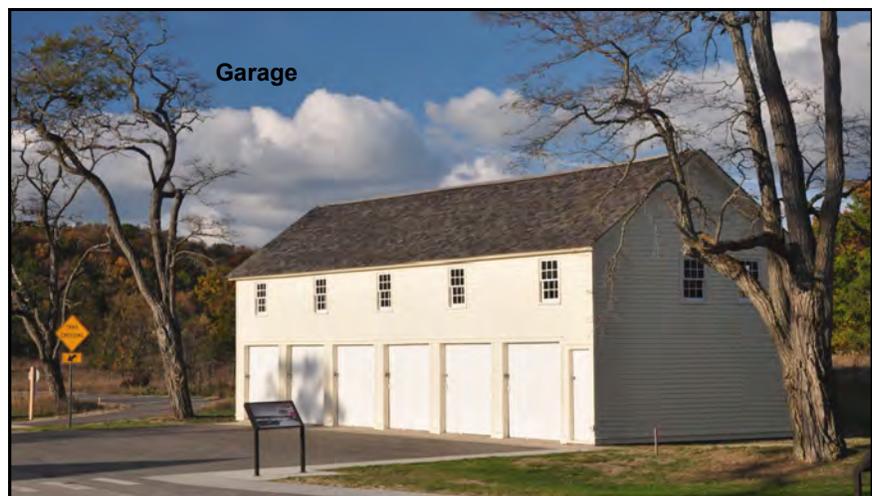
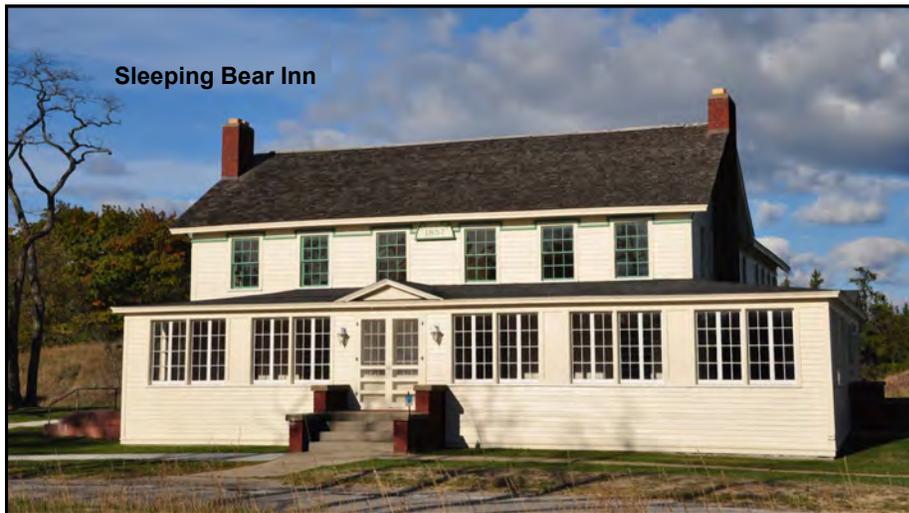
- A – Draft Lease
- B—Business History Information Form
- C—Business Organization—Corporate and LLC
- D—Business Organization—Individual and Partnership
- E— Financial Forms (Investments and Start-Up Costs, Proforma Income Statement, Assumptions) in Excel
- F—Sample Offeror Transmittal Letter

## A. SUMMARY OF LEASING OPPORTUNITY

This Request for Proposals (RFP) provides the opportunity for any interested individual or organization (hereinafter referred to as “Applicant(s)” or “Offeror(s)”) to submit proposals to the National Park Service (NPS, “Lessor”) to lease NPS property at Sleeping Bear Dunes National Lakeshore (National Lakeshore) under the following general terms and conditions. The selected Offeror (Lessee) 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 Sleeping Bear Inn and Garage are located near Lake Michigan in the historic village of Glen Haven. The Inn and Garage, in their current condition, provide a pleasant street appearance. Work to rehabilitate the Inn into a functioning facility, however, is substantial and would require rehabilitating per the Secretary of the Interior's Standards.



**EXHIBIT 1. PROJECT LOCATION.**

The Leased Premises under this Request for Proposals (“RFP”) includes the Sleeping Bear Inn and Garage located on 1.14 acres in the historic village of Glen Haven along State Highway M-209.



**EXHIBIT 2. EXTERIOR LEASE PREMISES.**







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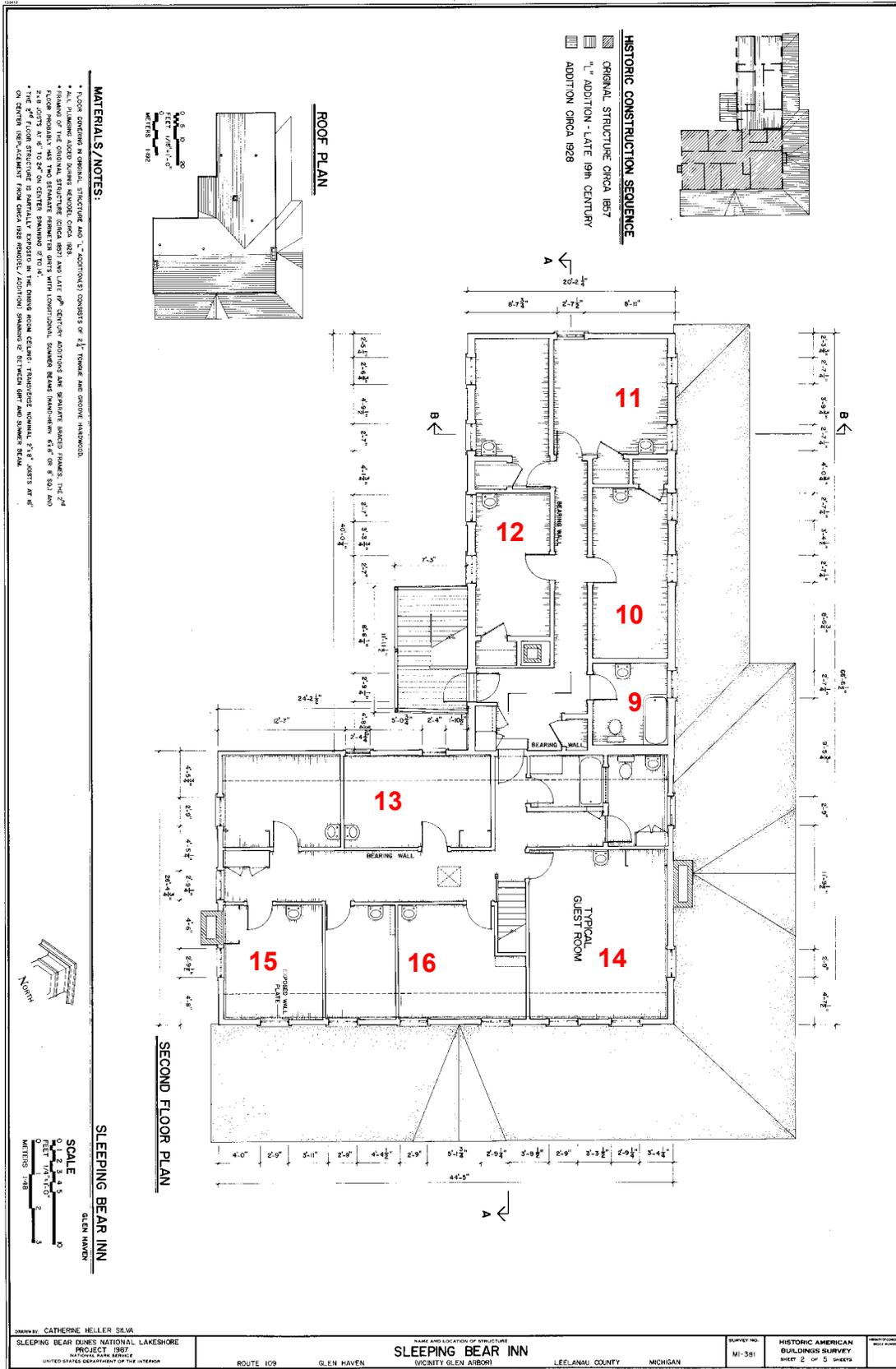


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# Exhibit 4. SLEEPING BEAR INN - SECOND FLOOR





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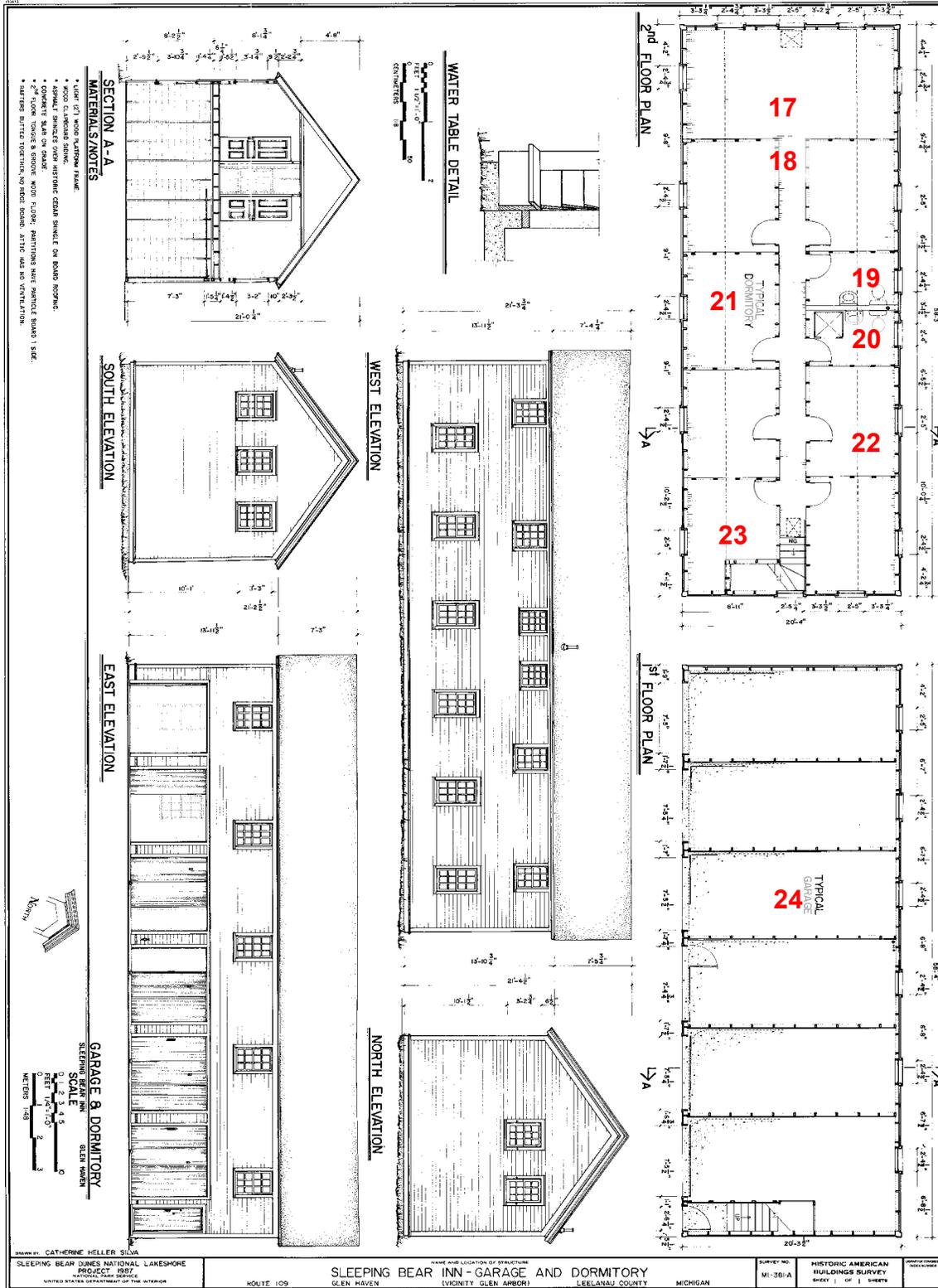


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# Exhibit 5. SLEEPING BEAR INN - GARAGE





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## **2) Use of the Lease Property**

The Inn, circa 1865, was used as a lodging and dining facility until 1972. The Garage, built in 1928, was used to house the chauffeurs, staff, patrons, and cars of the investors in the Day Forest Estates project. Although the Inn was historically used for lodging and dining, the NPS seeks proposals which also include an adaptive reuse of the facilities. The NPS welcomes the submission of proposals for other types of business opportunities consistent with the terms of this RFP. Applicants should note; however, that the following are activities that would not be considered appropriate uses of the buildings:

- Private Residences
- Adult Entertainment
- Gambling Enterprises

In addition, proposed uses for museum or similar purposes must be consistent with the provisions of NPS Management Policies 2006, Chapter 7.1, for the conduct of interpretive and educational programs in an area of the National Park System. The complete NPS Management Policies are available on the NPS website at [www.nps.gov](http://www.nps.gov).

## **3) Term of the Lease and Rent**

36 C.F.R. Part 18 states that the term of an NPS lease may be up to 10 years but directs that the term could be extended based on negotiations, and taking into account the financial obligations of the lessee and other relevant factors. No lease term will exceed 60 years.

Leases awarded under this RFP will require the payment of at least fair market value rent to the NPS. The determination of fair market value rent will take into account the lessee's rehabilitation costs associated with the leased property, the limitation on the uses of the property, and other relevant considerations.

To establish fair market value rent, the NPS will secure an appraisal of the property to be leased subsequent to selection of lease proposals. In general, applicants should anticipate paying rent comparable to rents for similar space and uses in the Sleeping Bear Dunes area. The rent will be adjusted over the lifetime of the lease based on the annual Consumer Price Index (CPI) as published by the U.S. Department of Labor.

## **4) Nature of Use Granted by Lease**

Lessee is granted exclusive use of the Premises. During exclusive use, NPS staff will retain the right to access the Premises in emergency situations and to periodically monitor use. The exterior portions of the Premises will be available to the public.

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

## **5) 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.

### **5.1 Premises Condition**

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

### **5.2 Contractors**

- a) Lessee may utilize contractors for renovations.
- 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 information document that will inform the contractor(s) of all pertinent information about the site.

### **5.3 Utilities**

Lessee is solely responsible for all utilities. Telephone, natural gas, and electrical are available in the Glen Haven area, but water and sewer are not available as community utility services. A septic and a well water system will need to be built on site.

### **5.4 Sustainability**

The National Lakeshore 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.

### **5.5 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.

## **5.6 Building Restoration**

The Lessee is responsible for a Building Restoration Plan that identifies Character Defining Features to be preserved and for working with the NPS staff to identify the Character Defining Features of the Inn and Garage. The Lessee will submit a detailed list of proposed modifications that will be made to the structures that will need to be reviewed by the State Historic Preservation Office (SHPO) and approved by the National Lakeshore prior to commencing.

## **5.7 Buildings Maintenance Plan**

Upon completion of the construction and prior to the opening of the Inn and Garage, the NPS will develop an initial maintenance plan and work with the Lessee to finalize the plan. The plan will state how and when maintenance will be undertaken (i.e., painting schedules, roofing schedules, and any cyclic repairs needed to maintain the structures for the term of the lease should be included).

## **5.8 Parking**

Parking for the Sleeping Bear Inn is located behind the Inn with ten (10) spaces available for guests and employees.

## **5.9 Historic Preservation Tax Credit**

Historic buildings are tangible links with the past. They help give a community a sense of identity, stability and orientation. The federal and state governments encourage the preservation of historic buildings through various programs including federal and state income tax incentives and grant programs to support the rehabilitation of historic and older buildings. The rehabilitation of the Inn and Garage may be eligible to participate in the Tax Incentives for Historic Buildings program.

**Federal income tax credits** are available to help promote the rehabilitation of National Register-listed, income-producing properties. The projects must be certified by the National Park Service, in consultation with the SHPO. Downloadable guidelines and forms, and links to relevant websites can be found at <https://www.nps.gov/tps/tax-incentives.htm> .

## **5.10 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.

## **5.11 Jurisdiction**

Under concurrent jurisdiction, the United States and the states jointly hold and exercise all rights accorded a sovereign, with the broad qualification that such authority is held concurrently. The United States, however, has the superior right under the Supremacy Clause of the Constitution to carry out federal functions unimpeded by state regulation. Under the Supremacy Clause of the Constitution, federal law and regulations preempt conflicting state law.

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.

## 6) Competitive Process

This Lease opportunity is open to all interested persons and businesses on a competitive basis. Whoever submits the proposal determined 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.

## 7) Additional Information and Site Tour

Any questions regarding this RFP must be submitted in writing by October 31, 2016. Anyone interested in obtaining an RFP or a site visit should contact Chief Ranger Phil Akers by mail at 9922 W. Front St., Empire, MI, 49630, by phone at 231-326-4740, or email at phil\_akers@nps.gov. Electronic copies of the RFP are also available on the park's website at: [www.nps.gov/slbe](http://www.nps.gov/slbe). If you choose to retrieve a copy from the park's website, please notify Mr. Akers so you are placed on the mailing list to receive notifications and correspondence regarding this RFP.

### Key dates for this Request for Proposals are as follows:

|   |                        |
|---|------------------------|
| RFP Release Date:                         | September 30, 2016     |
| Site Tour:                                | Available Upon Request |
| Question Submission Deadline:             | October 31, 2016       |
| Initial Proposal Submittal Deadline:      | January 30, 2017       |
| Subsequent Proposal Deadlines:            | N/A                    |
| Anticipated Date for Selection of Lessee: | 2017                   |
| Lease Effective Date:                     | Subject to Negotiation |

## **8) Proposal Submission Protocol**

Proposals that are not 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 J. 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.

## **9) Authority**

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

## **B. NATIONAL PARK SERVICE AND SLEEPING BEAR DUNES NATIONAL LAKESHORE**

The National Park Service was created in 1916 by Congress to “conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations.” Additionally, Congress has declared that the National Park System should be “preserved and managed for the benefit and inspiration of all the people of the United States.” To learn more about the National Park Service, visit our web-site at [www.nps.gov](http://www.nps.gov). This site includes information about who we are, our mission, NPS policies and links to each of the 413 units of the National Park Service.

Sleeping Bear Dunes National Lakeshore was established in 1970 by an act of Congress and formed from lands purchased from private owners and from lands and water areas donated by the State of Michigan. The mission of the Lakeshore is to preserve outstanding natural features including forests, beaches, dunes, and ancient glacial phenomena along 64 miles of Lake Michigan shoreline, in order to perpetuate the natural setting for the benefit and enjoyment of the public, and to protect it from developments and inappropriate uses that would destroy its scenic beauty, scientific and recreational value.

Included within the boundaries of the National Lakeshore are inland lakes and rivers, glacial features, and habitat necessary for the continued survival of threatened and endangered species such as Pitcher’s Thistle and Piping Plover. In March of 2014, over 47 percent of the National Lakeshore was designated as wilderness protecting over 32,557 acres of dunes and forest.

Cultural resources within the Lakeshore include remnants of prehistoric Native American use, logging, farming, outdoor recreation, and maritime commerce. The maritime commerce is represented in the historic maritime landscape of the Glen Haven area. This historic maritime landscape is of a size and quality that are unique on the Great Lakes and rare elsewhere on the U.S. coastline. The Sleeping Bear Inn and Garage are two significant structures located within Glen Haven.

### C. HISTORY OF SLEEPING BEAR INN AND GARAGE

The Sleeping Bear Inn and Garage are located in the historic village of Glen Haven along State Highway M-209. The Inn is located across the Sleeping Bear Dunes Road from Glen Haven Beach and has views of Sleeping Bear Bay, the Manitou Passage, and both North and South Manitou Islands.

The date of construction for the front portion of the Inn is not certain but is believed to be 1865. Local folklore stated that the building was built in 1857 and a sign is attached to the building that states, "Erected 1857". However, this date is not consistent with other archival information now available. The first mention of Glen Haven is found in a biological sketch from Charles Dumbrill, Glen Lake's master mill wright. Dumbrill indicated that C.C. McCarty built a dock at Glen Haven in 1865, and from this notation it is believed the Inn was also built at that time.

The date of construction of the back wing of the Inn is also not known. It was probably built within the first few years after the front portion was built. The cordwood operation at the Glen Haven dock was busy accommodating the arrivals of the many steamships to Glen Haven. The original structure would have been too small to accommodate the people and operations necessary during this time.

The Inn received a major rehabilitation in 1928 in anticipation of the Day Forest Estates Housing and Recreational Development for Alligator Hill located directly south of Glen Haven. This work altered the basic floor plan of the Inn. The major changes were the addition of an enclosed porch on the front and north side, relocation of the chimneys, the addition of bathrooms and other plumbing fixtures, the addition of electric service and lighting to the structure, the modernization of the kitchen, separated second floor sleeping rooms, the expansion of the hand-dug basement, and the construction of the Sleeping Bear Inn Garage.

The existing Inn is an "L" shaped, two-story structure with entrances facing east to M-209, and north to Sleeping Bear Road and Lake Michigan. The original structure was a two-story rectangular structure measuring 44'-5"x 26'-6" with the long axis oriented north and south. The back addition is also a two-story rectangular structure measuring 40' x 20' with the long axis oriented east and west. This addition is connected to the original structure on the northeast corner creating the "L" shaped plan. **The approximate square footage of the Inn, including the two stories and the basement, is 5,022 square feet.**

Building features for the Sleeping Bear Inn include vertical plank construction for the original structure, and balloon frame construction for the rear addition. The entire structure is covered with clapboard siding and has gabled roof ends. An enclosed wrap-around porch was added to the east and north side of the original structure in 1928. The roof is covered in cedar shingles.

The Sleeping Bear Inn Garage was built in 1928 for the convenience of the investors in the Day Forest Estates project. The six-bay garage was set up to house not only their cars, but the chauffeurs and additional staff brought by the patrons. The Garage was constructed using standard 2x4 construction and is a two story rectangular structure measuring 58'-4"x 20'-3" with the long axis oriented north and south. The Garage is located directly south of the Sleeping Bear Inn facing M-209. **The approximate square footage of the garage including the 2nd story is 2,080 square feet.**

Telephone, natural gas, and electrical service are available in the Glen Haven area, but water and sewer are not available as community utility services. A septic and a well water system will need to be built on site.

Stabilization of the structures was accomplished by the National Park Service in 1978-79 and included exterior painting, replacement of some structural members, and roofing. Cedar roofs were added in 2005. The Inn and Garage were painted in 2010 and included repair of the wooden porches and siding.

The Sleeping Bear Inn, in its current condition, provides a pleasant street appearance reflecting an exterior building envelope that is in reasonably good shape. Work to restore the Inn into a functioning facility; however, is substantial and would require rehabilitating the interior to provide required utility life safety, and Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA) infrastructure; all done in accordance with the Secretary of Interior Standards for the Treatment of Historic Properties.

The original structure had no central heating or cooling system (HVAC). There is no fire suppression system. A well and water system will be required as would a functioning septic system. In addition to HVAC, a year round operation would need to consider window replacement to provide a reasonable thermal barrier. Some doors would need to be upgraded to meet fire code. Asbestos and lead-based paint testing and removal will be required.

Building features for the Garage include wood platform frame construction with seasonal sleeping quarters on the second floor above the six vehicle bays on the first floor. The building is covered with clapboard siding and the gable roof is covered with cedar shingles.

A rough cost estimate for these improvements is shown below. The estimate does not include a number of additional costs that might depend upon the use and business plan. The estimates do not include the costs of furnishings, window treatments, or kitchen appliances including ranges, ventilating hoods, dish washers, utility sinks, cabinets and countertops.

| The Inn                             | Estimated Cost |
|-------------------------------------|----------------|
| Portable Water Well                 | \$40,000       |
| Septic (includes archeology)        | 90,000         |
| Plumbing                            | 80,000         |
| Electrical                          | 100,000        |
| Heating/AC                          | 140,000        |
| Flooring                            | 50,000         |
| Fire Suppression                    | 200,000        |
| Foundation/Structure/Stairs Repairs | 175,000        |
| Exterior                            | 75,000         |
| Interior                            | 150,000        |
| Asbestos/Lead Testing               | 1,500          |
| Asbestos/Lead Removing              | 30,000         |
| Trim                                | 50,000         |
| Window Repair                       | 50,000         |
| Interior & Exterior Doors           | 30,000         |
| ADA Compliant                       | 60,000         |
| Total                               | \$1,321,500    |

| The Garage                          | Estimated Cost |
|-------------------------------------|----------------|
| Portable Water Well                 |                |
| Septic (includes archeology)        |                |
| Plumbing                            |                |
| Electrical                          | \$7,500        |
| Heating/AC                          |                |
| Flooring                            | 5,000          |
| Fire Suppression                    |                |
| Foundation/Structure/Stairs Repairs | 10,000         |
| Exterior                            | 5,000          |
| Interior                            | 10,000         |
| Asbestos/Lead Testing               | 750            |
| Asbestos/Lead Removing              | 3,000          |
| Trim                                | 2,000          |
| Window Repair                       | 18,000         |
| Interior & Exterior Doors           | 2,000          |
| ADA Compliant                       |                |
| Total                               | \$63,250       |

Grand Total: \$1,384,750.00

#### **D. PROPOSAL SUBMISSION REQUIREMENTS**

Please submit three (3) 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 on page 1. The face of the sealed envelope must state the Offeror's name and address along with the following information.

Concessions and Leasing Manager  
National Park Service  
Midwest Regional Office  
601 Riverfront Drive  
Omaha, Nebraska 68102

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

Proposals must be delivered by the U.S. Mail, by another delivery service, or in person. Proposals submitted by telephone, fax, e-mail, or other methods will not be considered and 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 National Lakeshore area;
- 2) The financial capability of the Offeror to carry out the terms of the lease;
- 3) The experience of the Offeror demonstrating the managerial capability to carry out the terms of the lease;
- 4) The ability and commitment of the Offeror to conduct its activities in the National Lakeshore area in an environmentally enhancing manner through, among other programs and actions, energy conservation, waste reduction, and recycling;
- 5) The compatibility of the proposal with the historic qualities of the property;
- 6) The benefit to the NPS of the financial and other terms and conditions of the proposal, including without limitation , the scope of proposed improvements (if applicable), the amount of rent proposed, the proposed term of the lease, and other proposed lease terms and conditions.

#### **F. PROPOSAL CONTENT**

##### **1) In General**

Proposals submitted in response to the 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. Applicant 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.

### **b. Proposed Uses**

Please describe your proposed use or uses of the property and explain why it is compatible with the preservation, protection and visitor enjoyment of the park area. If the proposed use or uses are revenue producing, describe the business in detail

### **c. Improvement Plan**

Please submit an improvement plan specifying how the applicant intends to improve the leased property taking into account its historic qualities. The plan should comprehensively describe the proposed improvements that the applicant will undertake and complete, and outline a detailed schedule for program development, construction, completion, and opening for operation. Appropriate preliminary plans and drawings should be included in the plan. Detailed cost estimates should also be included.

### **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 a venue similar to the Sleeping Bear Inn.

### **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 be at least equal fair market rental value as determined by the government.

**h. Term Requested**

Please state the term of the lease that would be acceptable to you. When considering the term, please keep in mind that the NPS is required to award leases with as short a term as possible, taking into account the financial obligations of the lease and other related factors.

**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.

The 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, the 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 term of the lease will be negotiated with the selected applicant. 36 C.F.R. Part 18 states that the term of an NPS lease may be up to 10 years but directs that the term could be extended based on negotiations, and taking into account the financial obligation of the lessee and other relevant factors. No lease term will exceed 60 years.

## 2) Lease Provisions

The Lease to be awarded under this RFP will contain the provisions required by 36 CFR Part 18 as well as other provisions determined by the NPS to be necessary to assure use of the leased property in a manner consistent with the purposes of the National Lakeshore area, and where applicable, to assure the preservation of historic property. Required provisions include, but are not limited to the following:

- a) A termination for cause or default provision;
- b) Appropriate provisions requiring the Lessee to maintain the leased property in good condition throughout the term of the Lease;
- c) Appropriate provisions stating that subletting of a portion of the leased property and assignment of a lease, if permissible under the terms of the lease, must be subject to the written approval of the 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 demolitions 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. CONFIDENTIALITY OF PROPOSALS

If you believe that a proposal contains trade secrets or confidential commercial and financial information that you do not want to be made public, please include the following sentence on the cover page of each copy of the proposal:

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

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

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

Information so identified will not be made public by NPS except in accordance with the requirements of the Freedom of Information Act.

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