National Park Service
U.S. Department of the Interior

National Parks of Boston

Boston, Massachusetts

Request for Proposals

Building 125

Key Dates for this Request for Proposals

RFP Release Date: June 22, 2026
Site Tours: Scheduled upon request
Question Submission Deadlines: August 12, 2026 at 5:00 PM EDT/EST as applicable; if rolling, every following Wednesday until the solicitation is closed
Proposal Submission Deadlines: August 21, 2026 at 5:00 PM EDT/EST as applicable; if rolling, every following Friday until the solicitation is closed
Anticipated Date for Selection of Qualified Proposals: Four to six weeks after the solicitation is closed
Anticipated Lease Effective Date: January 1, 2027; subject to negotiation

Table of Contents

SUMMARY OF LEASING OPPORTUNITY **4**
Overview of Property Offered for Lease *4*
Exhibit 1 - Location Map 5
Exhibit 2 - Exterior Lease Premises – Site Plan 5
Allowed Uses of the Lease Premises *6*
Key Information About This Leasing Opportunity *6*
Jurisdiction *6*
Term of the Lease *7*
Rent *7*
Insurance *7*
Utilities *7*
Maintenance Responsibilities *7*
Lessee's Responsibilities 7
Lessor's Responsibilities 8
Potential Improvement Projects 8
Premises Condition *8*
Contractors *8*
Sustainability *8*
Other Terms and Conditions *8*
Competitive Process *9*
Appointments-Only Site Tour and Additional Information *9*
Initial and Rolling Submission Deadlines *9*
Proposal Submission Protocol *9*
Authority *10*
PARK PURPOSE **10**
REQUIREMENTS **10**
PROPOSAL EVALUATION AND SELECTION GUIDELINES **11**
PROPOSAL CONTENT AND CRITERIA **12**
Ensuring your Proposal is Responsive *12*
Required Information *12*
Offeror Identification 12
Criterion 1: Proposed Use and Operations Consistent with National Park Service Values 12
Criterion 2: Improvements, Maintenance, and Preservation of the Historic Quality of the Property 13
Criterion 3: Financial Capability of the Offeror 13
Criterion 4: Demonstrated Experience Operating a Similar Property 14
Criterion 5: Environmental Enhancement 14
Criterion 6: Financial and Other Terms Offered 14
EVALUATION AND SELECTION PROCESS **15**
ADDITIONAL INFORMATION AND MODIFICATION OF PROPOSALS **15**
LEASE TERMS AND CONDITIONS **15**
Term of Lease *15*
Conditions *15*
Lease Provisions *16*
PROPOSALS CONSIDERED PUBLIC DOCUMENTS **16**
ELIGIBILITY **17**
APPENDIX A: Building 125 Photographs **18**
ATTACHMENTS **20**
Attachment A: Sample Lease *20*
Attachment B: Business History Information and Business Organization Information Forms *20*
Attachment C: Offeror Financial Statements and Projections: Small Leases *20*
Attachment D: Sample Offeror Transmittal Letter *20*

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 National Parks of Boston for a Commercial Use under the following general terms and conditions.

The selected offeror ('Offeror', 'you', 'your') will have exclusive negotiation rights to enter into a lease based on the attached Sample Lease (See Attachment A). Elements of your proposal may be incorporated into the Lease at Lessor's discretion.

Overview of Property Offered for Lease

Building 125 is located at 125 Baxter Road, Charlestown, Suffolk County, Massachusetts. The building contains approximately 10,188 square feet of interior space. The land assignment includes approximately 3,493 square feet of adjacent land surrounding the building, approximately 217 square feet for the HVAC enclosure located on the north side of the building, and the adjacent approximately 1,072 square foot parking lot located to the east of the building which has parking for nine (9) vehicles, one (1) of which must be designated for accessible parking.

Constructed in 1905, Building 125 is a historic two-story red-brick structure which originally served as the Navy Yard paint shop. Positioned between Dry Docks 1 and 2 to facilitate hull painting operations, it was integral to the yard's mission of constructing and refitting naval vessels and was among the first buildings at the site to include an electric elevator as part of its original design.

Starting in 2016, Building 125 underwent major renovations to convert the former Navy Yard paint shop into loft-style office space. The building is constructed on piles, with concrete encased steel foundation girders, brick bearing walls, and steel framed concrete floors and roofs. Large windows provide natural light to the interior.

An adjacent dock and patio will be offered as an optional component to the lease. The dock is approximately 125 feet long by 18 feet at the widest point. The adjacent patio is approximately 2,470 square feet. The optional component will also include three (3) parking spaces. One (1) slip on the dock will be reserved for the park's law enforcement vessel, with 24/7 access to the gangway. The patio has been most recently used by the current tenant for special events.

The building sits on Pier 3 in the historic Charlestown Navy Yard. When the Navy Yard closed in 1974 after nearly 175 years of serving the fleet, 30 acres became part of Boston National Historical Park. The yard is the permanent berthing place for two historic naval vessels, *USS Constitution* and *USS Cassin Young*. Buildings within the park house interpretive exhibits, visitor information, the USS Constitution Museum, park administration, and staff housing. The navy yard attracts over 1,000,000 visitors annually.

One hundred (100) acres of the Navy Yard have been the focus of reuse in partnership with the private sector, under the purview of the Boston Planning Department. Completed and ongoing work includes rehabilitation of historic structures and construction of new facilities for office, healthcare, residential, and retail uses, with a commitment to maintain an open and accessible waterfront.

Exhibit 1 - Location Map

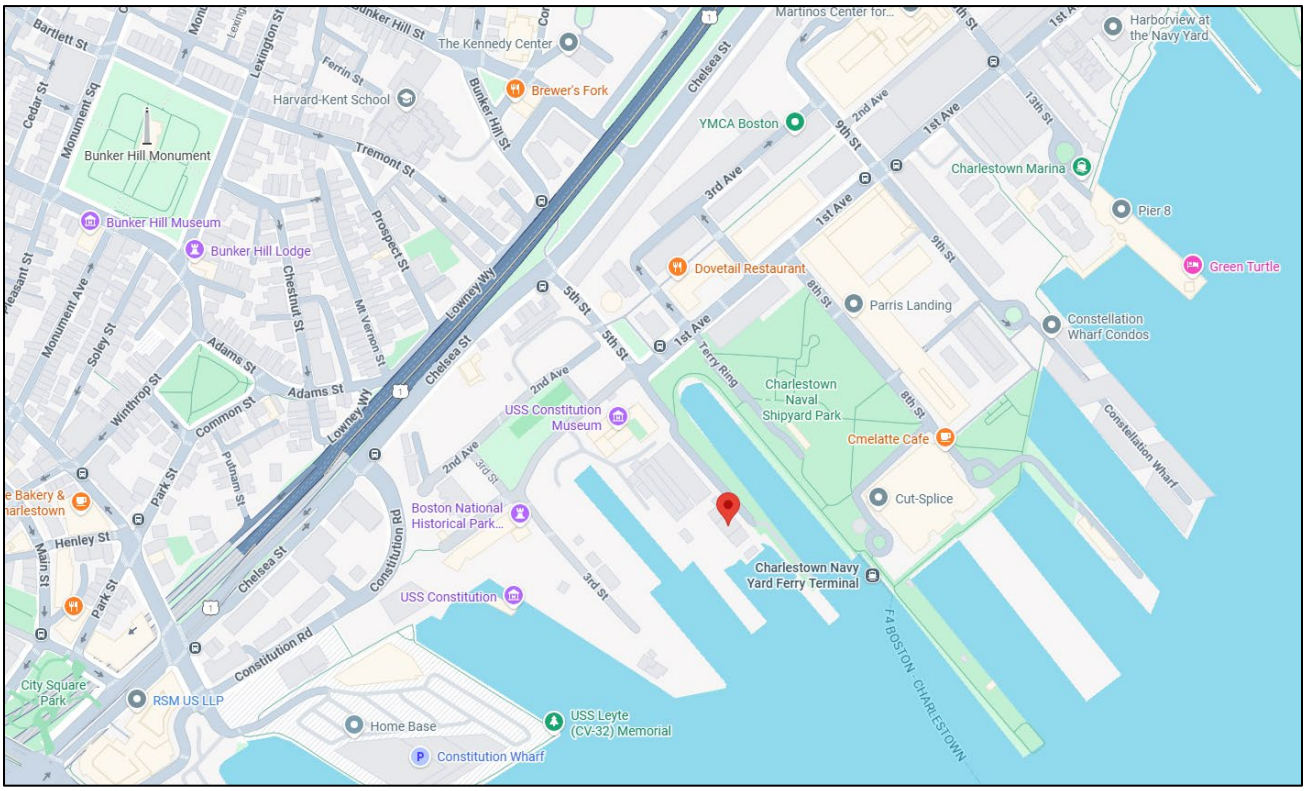
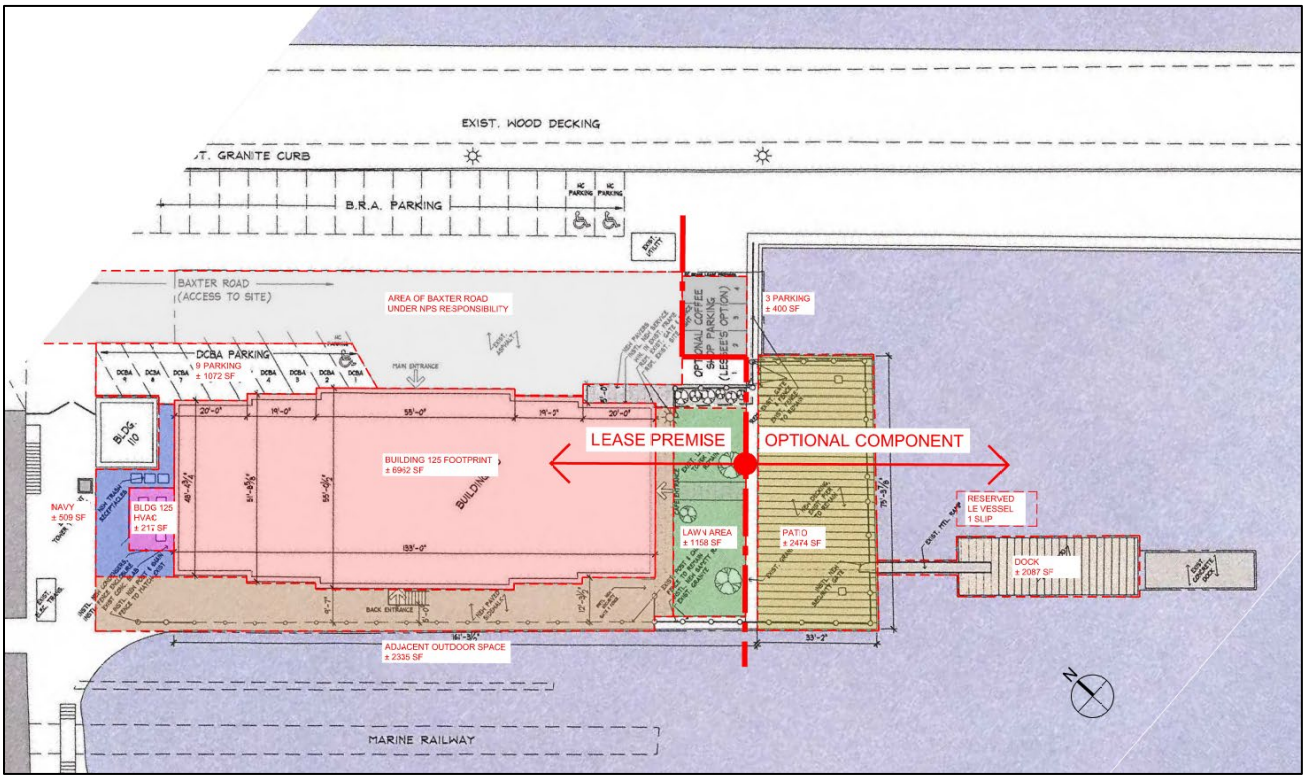


Exhibit 2 - Exterior Lease Premises – Site Plan



Allowed Uses of the Lease Premises

Building 125: Commercial/office/retail/flex use, excluding restaurants or other types of businesses that have a substantial food service component. Optional dock and patio: Commercial/industrial/private watercraft docking.

Key Information About This Leasing Opportunity

Deferred Maintenance: Despite recent major interior renovations, the roof of Building 125 needs to be replaced. Preference will be given to offerors that propose to oversee this project. The NPS has 100% fully scoped design and construction documents that can be made available to you upon request. A rental payment offset will be made available if a Lessee completes the work. Please contact bost_permits@nps.gov to request these documents.

Building Codes and Zoning: The Lease Premises are owned by the Federal Government and are not subject to the zoning regulations or building codes of Boston, Massachusetts. However, the NPS will expect any work done on the property, where relevant, to meet the standards set forth by the 2024 ICC family of Codes and all codes referenced in those codes. For fire codes, follow all codes referenced in NPS Director's Order #58 and NPS Reference Manual #58. For accessibility, work must meet the ICC Codes and the Architectural Barriers Act Accessibility Standard (ABAAS). Additionally, Certificates of Occupancy are issued by the NPS Building Code Official.

Historic Preservation: Construction design, authorization, regulatory compliance, and permitting will be required to comply with one or several of the following: the Secretary of the Interior's Standards and Guidelines; National Historic Preservation Act (NHPA) and Section 106 compliance; National Environmental Policy Act (NEPA); NFPA 914 Code for Protection of Historical Structures. Please note that your proposal may trigger compliance processes in accordance with one or more of the laws, regulations or policies listed above. The cost of any such compliance process as well as the costs of plan check, code review and construction inspections will be borne by the Lessee.

Dock & Adjacent Patio: If an offeror is interested in utilizing the dock and adjacent patio space, they must include their intended uses for these elements and the additional rent they are willing to pay in their proposal. If the dock and adjacent patio will not be utilized by the selected offeror at lease commencement, they may be added to the lease at a later date for additional rent upon mutual agreement between the NPS and the Lessee or may be offered for lease at a later date through a competitive solicitation.

Jurisdiction

The Lease Premises are subject to concurrent jurisdiction. Under concurrent jurisdiction, Federal and State governments share the governmental authority, and unless otherwise stated, the laws of both governments are applicable.

The Lessee must comply, at its sole cost and expense, with all Applicable Laws and Requirements (including Federal, State, and local laws, rules, regulations, requirements, and policies) in fulfilling its obligations under the Lease.

It is the responsibility of the Lessee to determine whether it is subject to specific taxes and assessments and abide by those applicable statutes. Any comments made by the NPS in this RFP do not alter those responsibilities, if any, nor should they be construed to take a position nor express a view on behalf of the Lessee.

Term of the Lease

The term of the lease will be negotiated with the selected Offeror. The term shall be as short as possible, while considering the financial obligations of the lessee and other factors related to determining an appropriate lease term. No lease shall have a term of more than 60 years and the NPS anticipates a term of 10 years for this opportunity. Offered term lengths over 10 years must be justified by the cost of improvements as part of your proposal. The lease term will commence as soon as possible following the expiration of the current lease on 12/31/2026, and selection of the best offer pending completion of any required compliance work.

Rent

NPS is required under 36 CFR Part 18 to receive, at a minimum, Fair Market Value Rent (FMVR). The FMVR determination has considered restrictions the NPS has placed on the use of the property and terms of the lease that limit the value and/or the highest and best use of the property and any requirements under the lease for the lessee to restore, rehabilitate or otherwise improve the leased property. The amount of rent will be negotiated subsequently with the selected offeror, provided that the final rent must at least equal the FMVR as determined by the NPS.

Rent Payment Offsets may be considered for expenditures on capital investments made to improve the property. These Rent Payment Offsets may substantially reduce rent payments.

The minimum FMVR for this opportunity has been determined to be $24/square foot NNN ($244,512/year).

Insurance

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

Utilities

The Lessee is solely responsible for all 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.

Maintenance Responsibilities

Lessee's Responsibilities

- Lessee will be responsible for the maintenance and repair of structural portions (i.e., footings, slabs, columns, exterior walls, roof) and other structural elements of the Premises.
- Lessee will be responsible for scheduled repair and maintenance of the buildings within the Lease Premises.
- Lessee will be responsible for any unscheduled, emergency work (e.g. after-hours drain clearing, plumbing or electrical work) necessary to ensure the successful operation of the Lease Premises.
- Lessee will be responsible for routine housekeeping of the Lease Premises and its exterior facilities including parking spaces, and if applicable, the dock and adjacent patio.

- Lessee will be responsible for grounds maintenance within the Lease Premises. This includes maintaining the grass and the grounds in good condition, including, without limitation, regular grass mowing, care of trees and ornamental plantings, snow removal and trash removal.
- Lessee will be responsible for the repair and maintenance of the light tower located south of the building.
- Lessee will be responsible for the scheduled inspections of all building systems on the Premises. Provide Lessor ability to conduct annual inspection of Lease Premises with Lessee.
- If included as an option, the Lessee shall be solely responsible for all repair, maintenance, and improvements of the Patio and upper and lower dock areas.

Lessor's Responsibilities

- Subject to the availability of appropriated funds, the Lessor shall be solely responsible for the repair and maintenance of Lessor's owned portion of the access road that leads to the Premises.

Potential Improvement Projects

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

Premises Condition

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

Contractors

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

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

Sustainability

The Park manages its sustainability program under an Environmental Management System, which sets forth goals ranging from solid waste and energy conservation to renewable energy and climate change education.

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

Other Terms and Conditions

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

Competitive Process

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

To be selected by the NPS you must demonstrate that you have the capacity to plan, carry out, and finance your proposal. Evaluation criteria and the process for selecting a Lessee are described in detail in the PROPOSAL CONTENT AND CRITERIA and EVALUATION AND SELECTION PROCESS sections of this RFP. The NPS reserves the right to reject one or all proposals or terminate lease negotiations at any time prior to executing a final lease without penalty or liability.

Appointments-Only Site Tour and Additional Information

Requests for site tours and questions about the RFP or the Lease Premises should be sent via email to: bost_permits@nps.gov

Questions from interested parties will be answered via a Question & Answers (Q&A) or Frequently Asked Questions (FAQs) section on the park's website. Questions must be submitted by the dates provided on the first page of this RFP. The Q&As or FAQs, as well as the RFP and attachments, can be found at: https://www.nps.gov/bost/getinvolved/leasing.htm

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

- Waive or correct any defect or technical error as to form or content of this RFP or in any response, proposal, or proposal procedure, as part of the RFP or any subsequent selection and negotiation process.
- Reissue an RFP.
- Modify, amend, cancel, or suspend any and all aspects of the RFP and selection process.
- Modify the scope of the Lease or the required responses or modify the components of the Lease.
- Request that Respondents clarify, supplement, or modify the information submitted.
- Extend deadlines for accepting RFP responses, or request amendments to responses after expiration of deadlines.
- Consider comparable projects owned, developed, or operated by a Respondent.

Initial and Rolling Submission Deadlines

Proposals must be submitted on or before the time and date provided on the first page of this RFP. The initial RFP solicitation will be open for a minimum of 60 days, if the NPS has not received a responsive proposal by the initial submission deadline the RFP solicitation will remain open on a rolling 1-week basis until a responsive proposal has been selected or the NPS terminates the solicitation. During a rolling submission period, questions must be submitted by Wednesdays at 1:00 PM EST/EDT (as applicable). Rolling submission periods will end on Fridays at 5:00 PM EST/EDT (as applicable).

Proposal Submission Protocol

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

Telephonic proposals, faxes, e-mails to other addresses, and other means of transmittal will not be considered. Please refer to the **Proposals Considered Public Documents** section, in this RFP if you believe that a proposal

contains trade secrets or confidential commercial and financial information that you do not want to be made public.

Authority

This RFP is issued under the authority of Title 36 of the Code of Federal Regulations Part 18 Leasing of Properties in Park Areas (36 CFR Part 18). This RFP and the Sample Lease are subject to and incorporate all terms and conditions of Part 18 as applicable. In the event of any conflict between the terms of this RFP and Part 18, Part 18 controls.

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

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

The National Park Service and National Parks of Boston

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

The National Parks of Boston is a collection of three National Park System sites – Boston National Historical Park, Boston African American National Historic Site, and Boston Harbor Islands National and State Park. Established by individual legislation and for designated purposes, the three units have come together under a unified organizational umbrella to collaborate in ways that celebrate our cultural heritage, reconnect people to history and nature, and provide outdoor recreation opportunities on land and on the water.

PARK PURPOSE

The National Parks of Boston are three unique parks all connected by stories of revolution. Boston is the birthplace of the American Revolution, and a driver of social and environmental revolutions of the 1800s and 1900s. The National Parks of Boston, including Boston African American National Historic Site, Boston National Historical Park, and Boston Harbor Islands National and State Park, invites visitors to explore the seeds of revolution, and the on-going and many-sided struggle for civil rights and liberties.

Out on Boston's Trails to Freedom, visitors can explore the meaning of freedom through sites and stories that explore the motivations that pressed for independence from Britain, and launched revolutionary movements to abolish slavery, extend the vote, and safeguard civil rights and liberties to all people.

Heading out by ferry, visitors experience the fruits of an environmental revolution that resulted in the clean-up of Boston Harbor and creation of Boston Harbor Islands National and State Park. They can visit a Civil War-era fort, explore tide pools, camp under the stars, or simply enjoy an expansive 360-degree view—all within reach of downtown Boston.

REQUIREMENTS

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

Proposals must be submitted on or before the time and date provided on the first page of this Request for Proposals.

***The subject line should include the following*: BOST_Building 125_Lease Proposal_[Your name or the name of your business entity or organization]** (please do not include the brackets).

Proposals are limited to 20 pages or less, not including attachments. Any proposals over these limits will be deemed non-responsive and not evaluated further.

Offerors should submit their proposal in electronic format *as one cohesive document* in the Adobe PDF format. The required **Business History Information** form (Form 10-352), and required **Business Organization Information** form (either Form 10-353 or 10-354), the required **Offeror Financial Statements and Projections: Small Leases** form (Form 10-355A), financial statements, and credit reports should be incorporated into your PDF submission as attachments. If you do not have PDF management software, such as Adobe Acrobat, there are free websites, such as PDFCandy or PDFgear, that will allow you to convert other document formats into PDFs and combine PDF documents. Proposals must be formatted to 8-1/2" x 11"-page size. Proposals submitted by mail, in-person delivery, telephone, fax, or other methods will not be considered.

While there is no limit on the file size of your proposal, the total file size of the email submission, including all attachments, cannot exceed 40MB. If your proposal exceeds this limit, you must separate your document into smaller files and send them in separate emails. If you do this, please separate your proposal into as few files as possible and clearly name the files so they can be reassembled in your intended order.

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

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

PROPOSAL EVALUATION AND SELECTION GUIDELINES

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

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

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

PROPOSAL CONTENT AND CRITERIA

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

Ensuring your Proposal is Responsive

The requirements for NPS RFPs are fairly complex; in order to help you develop a responsive proposal we have created a checklist of the required components your proposal must include, see Attachment E: Responsive Proposal Checklist. We highly encourage you to utilize this checklist.

Required Information

Offeror Identification

Please fully identify the person(s) associated with your proposal, by providing: Name(s), address(es), telephone number(s), e-mail address(es), and fax number(s), if applicable. **If your party consists of more than one individual, you should identify the primary contact for your group or organization**. The NPS will send all communications to that contact person. **Your proposal must include a Transmittal Letter signed by the primary contact**; a sample is provided in Attachment D: Sample Offeror Transmittal Letter**.**

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

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

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

A. Please describe your proposed use or uses of the property, this should include:
   I. A detailed operating plan describing your normal operations, special events, and expected hours of operation.
      - If your proposed use is primarily customer-facing, please provide details for how you will manage access to the premises and customer parking.
      - If there is seasonality to your proposed use, please provide a seasonal calendar for how your operations would change throughout the year.
      - If there is a retail component to your proposed use, please provide a marketing and/or sales plan.

B. An estimate of how many people will occupy the property, the number of clients that may be expected to visit the property on a daily basis, and your estimate of the number of people you will employ, and an estimate of the number of parking spaces needed for employees and clients. If you plan to host special events, the same explanation should be provided for these times of additional capacity.

C. Please describe how your proposed use and operations will add to the visitors' enjoyment of the park area. Of special note, while the Lessee has exclusive use of the Lease Premises, members of the public will, on occasion, ignore signs and walk through the Lease Premises. Please describe the training you will provide your staff on how to handle interactions with the public in these and similar situations.

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

This section should describe your concept for improvements to the Lease Premises and how they will enhance your proposed use. Your response must show how you plan to take full responsibility for all repairs and maintenance of the property. Additionally, any work performed on the structure must conform to all applicable standards, including the Secretary of Interior's Standards for the Treatment of Historic Property.

A. Please describe all repairs, rehabilitation, and improvements you propose for the Lease Premises.
   I. Submit documentation of the cost estimates for all building repairs, rehabilitation, and improvements.
   II. Submit a timeline for design, commencement, and completion of proposed repairs, rehabilitation, and improvements.
   III. Describe the steps you will take to comply with the Architectural Barriers Act and otherwise facilitate access by mobility impaired individuals within the Lease Premises.
   IV. Submit conceptual designs for the repairs, rehabilitation, and improvements you propose to the buildings or grounds. Furthermore, provide conceptual plans and specifications for major systems repairs or replacements.
   V. Please state whether you are willing to undertake the roof replacement project for a rent payment offset.
      - If you are willing, please provide a rough cost estimate. Contact bost_permits@nps.gov for the fully designed Construction Documents.
   VI. Please state whether you would like to utilize the Dock and Patio option. If so, please be sure to include all repairs, rehabilitation, and improvements associated with it.
B. Please describe the manner in which you will maintain the Lease Premises after the initial repairs, rehabilitation, and improvements have been completed, this should include:
   I. An estimated annual maintenance budget considering material, labor, and service contract costs.
   II. A calendar of maintenance tasks categorized into daily, weekly, monthly, quarterly, annual, or other time periods as appropriate.
C. Please describe the manner in which you will preserve the historic quality of the Lease Premises and how you will meet the standards set forth by the Secretary of Interior's Standards for the Treatment of Historic Property.

Criterion 3: Financial Capability of the Offeror

This section should demonstrate that you are capable of making the financial investment required to fund what you propose. Offerors must identify the manner by which they will fund the Improvements and other start-up costs they propose for the premises.

A. Submit the source, and proof of the availability, of the funds necessary to carry out the obligations described in your proposal and under the terms of the proposed lease. You must submit a **Business History Information Form (Form 10-352)** for each owner or principal in your organization and one of the **Business Organization Information Forms (Form 10-353 or Form 10-354),** as appropriate for the structure of your organization, provided in Attachment B. **You must provide a financial summary which details total assets, cash assets, and financial liabilities for your organization (or for each partner or principal if you will be forming a new entity for this opportunity); and you must provide bank statements, financing commitment letters, investment account statements, or similar documents that substantiate your financial claims**.
B. Demonstrate that you have a credible, proven track record of meeting your financial obligations, that your proposal is financially viable and that you understand the financial obligations of the lease. At a minimum, this includes **a credit report, *with credit score* for your organization, from within the last 30 days** from one of the major credit reporting agencies (Equifax, Experian, or TransUnion). If you are

forming a new entity for this opportunity, you should include a credit report for each owner or principal in your organization.

C. Provide start-up expenses, stabilized revenues, and operational expense estimates and a proforma projecting revenue and expenses over the Lease Term using Form 10-355A. This form can be found in Attachment C, please include:
    I. An estimate of the start-up expenses and investments, revenues and operating expenses for all years covered by your proposed Lease term. You should identity all revenue sources and any fees to be charged as part of the Lease terms. Describe the basis of all assumptions in the pro forma to the fullest extent possible, including those regarding each source of income, any inflation factors, other occupancy and management costs.

Criterion 4: Demonstrated Experience Operating a Similar Property

This section should demonstrate your qualifications to provide top quality management of the Lease Premises. To be considered qualified, responsive and responsible, an Offeror must submit the items listed below.

A. Provide resumes of the Offeror's owners and key managers. To the extent possible, please ensure these resumes document the Offeror's demonstrated experience and success in managing a similar business to your proposed use, sales & marketing, and event management.
B. Provide examples of current and past projects of similar scope and complexity. Provide at least three brief descriptions of experience on similar projects that highlight Offeror's ability to provide superior performance.
C. Describe, in detail, your experience managing a similar property including the total years of operation of that property, any improvement projects you oversaw, and any relevant experience you have with managing rehabilitation or preservation of historic buildings.

Criterion 5: Environmental Enhancement

This section should explain how you plan to use and manage the Lease Premises in an environmentally enhancing manner. At a minimum describe the ways in which you will address:

A. Ecological protection.
B. Energy conservation.
C. Water conservation.
D. Waste reduction.
E. Recycling.

Criterion 6: Financial and Other Terms Offered

This section should explain the financial and material benefit your proposed use will provide to the NPS. Due to NPS leasing regulations, no annual rent offer of an amount less than the Fair Market Value Rent (FMVR) shall be accepted. The FMVR determination will consider any restrictions on the use of the property or terms of the lease that limit the value and/or the highest and best use of the property and any requirements under the lease for the lessee to restore, rehabilitate or otherwise improve the leased property.

A. Please state the amount of Annual Rent offered in Lease Year 1. Proposals that offer below the determined minimum FMVR will be deemed non-responsive and not evaluated further. An Offeror may propose Annual Rent higher than the minimum FMVR to increase the competitiveness of their proposal.
B. If you choose to offer Percentage Rent, please state the amount of Percentage Rent offered. Percentage Rent shall be expressed as a set percentage of Gross Revenue. The Offeror, at its sole discretion, may offer more than one form of percentage rent. Percentage Rent(s) will remain constant over the entire Lease Term. Using the proforma you created using Form 10-355A, please project the total Percentage Rent in each Lease Year and include those figures in your response. Provided NPS fully accepts the

revenue assumptions in your proforma, higher Percentage Rent compared to that proposed by other Offerors will increase the competitiveness of your proposal.

C. If you are interested in utilizing the Dock and Patio option, please state how much additional rent you are willing to pay.
D. Please state the length of the lease term you propose.
E. Please detail any terms and conditions in the Sample Lease that you intend to negotiate with NPS, but do not include a marked-up version of the Sample Lease.

EVALUATION AND SELECTION PROCESS

The National Park Service will review all responses to this RFP through an evaluation panel assisted by technical consultants as appropriate.

All proposals will first be screened for adherence to the requirements of this RFP. The NPS will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the NPS. The NPS will only use information provided in the appropriate section of a proposal during the evaluation process, please organize your proposal carefully.

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

NPS will negotiate the terms of the final Lease with the selected Offeror. 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 Lease or terminate this solicitation without liability to any person.

The NPS reserves the right to reject one or all proposals, terminate lease negotiations, or cancel this RFP Solicitation at any time prior to executing a final lease without penalty or liability.

ADDITIONAL INFORMATION AND MODIFICATION OF PROPOSALS

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

LEASE TERMS AND CONDITIONS

Term of Lease

The Lease to be awarded under this RFP will have a minimum term of ten (10) years. The Lease may be extended once for a period not to exceed one (1) additional year if the NPS determines that an extension is necessary because of circumstances beyond the control of the NPS. In accordance with applicable policy guidance, all leases with a term of five or more years must contain a CPI adjustment provision; and, and all leases with a term of fifteen or more years must contain a rent reconsideration provision.

Conditions

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

Lease Provisions

The Lease to be awarded under this RFP will contain the provisions required by 36 CFR Part 18 as well as other provisions determined by the NPS to be necessary to assure use of the leased property in a manner consistent with the purposes of the park area, and where applicable, to assure the preservation of historic property. Required provisions include, without limitation:

- A termination for cause or default provision and a termination for convenience provision;
- Appropriate provisions requiring the Lessee to maintain the leased property in good condition throughout the term of the Lease;
- Appropriate provisions stating that subletting of a portion of the leased property and assignment of a lease, if permissible under the terms of the lease, must be subject to the written approval of NPS;
- Appropriate provisions requiring the Lessee to pay for use of all services and utilities not provided by the Lessor and to pay all taxes and assessments imposed by federal, state, or local agencies applicable to the leased property or to Lessee activities;
- Appropriate provisions stating that the Lessee has no rights of renewal of the Lease or to the award of a new Lease upon Lease termination or expiration;
- Appropriate provisions stating that the Lessee may not construct new buildings or structures on leased property except in limited circumstances;
- Appropriate provisions requiring that any improvements to or demolition of leased property to be made by the Lessee may be undertaken only with written approval from the NPS; and
- Appropriate provisions that describe and limit the type of activities that may be conducted by the Lessee on the leased property.

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

PROPOSALS CONSIDERED PUBLIC DOCUMENTS

All proposals submitted in response to this Prospectus may be disclosed by the NPS 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 guarantee and assumes no liability for the accuracy of the information provided in this RFP.

ELIGIBILITY

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

Applicants who are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency, or whose legal authorizations to undertake operations on park lands or to use and occupy park lands and facilities have been revoked, suspended, or terminated, or whose obligations for payments have been deemed delinquent and have been deferred to the United States Treasury, are not eligible for consideration.

EXPERIENCE YOUR AMERICA™

APPENDIX A: Building 125 Photographs

For more photographs, please visit this website.

Parking Lot

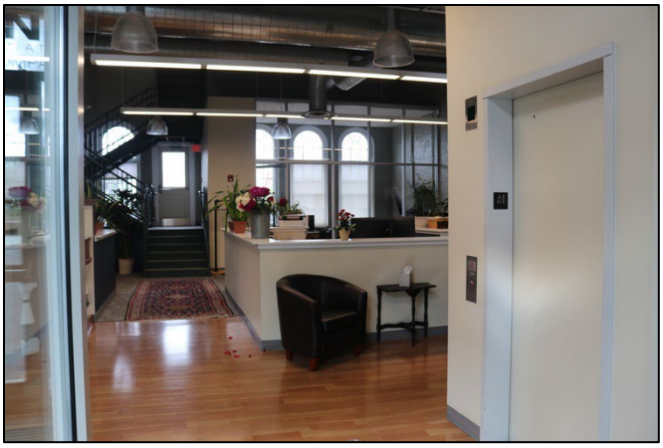
Side Entrance

Back of the building

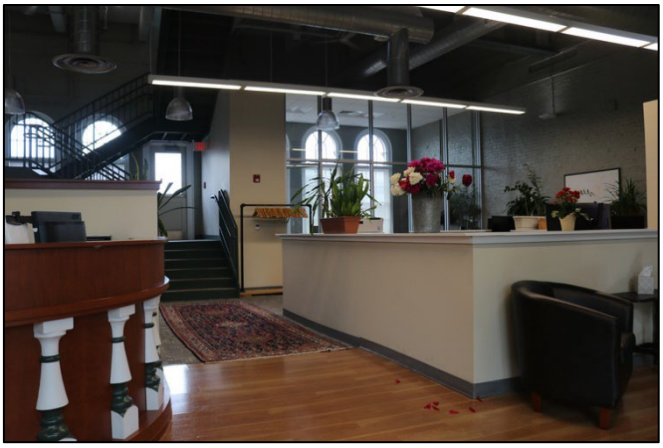
Patio and back grassy area

Patio

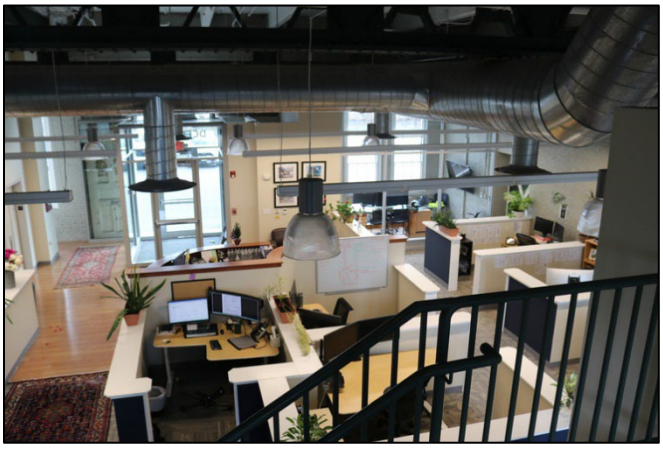
Pier and dock



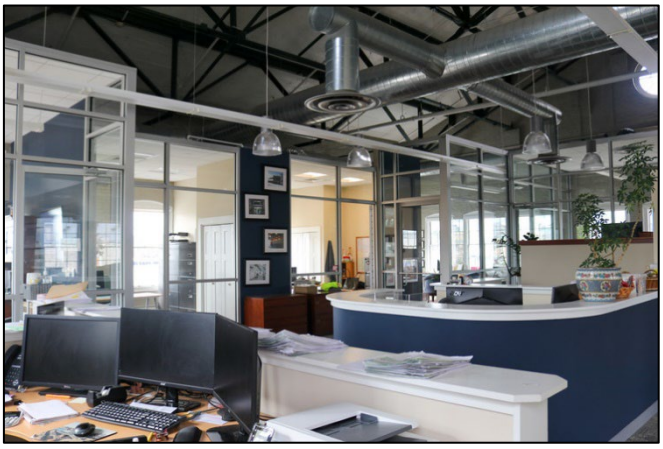
First floor entrance & elevator lobby



First floor reception area



Stairs overlooking first floor



Second floor stair landing area

Second floor office

Second floor open office area

ATTACHMENTS

Attachment A: Sample Lease

Sample Lease

Attachment B: Business History Information and Business Organization Information Forms

Form 10-352 (fillable PDF)
Form 10-353 (fillable PDF)
Form 10-354 (fillable PDF)

Attachment C: Offeror Financial Statements and Projections: Small Leases

Form 10-355A (PDF)

Attachment D: Sample Offeror Transmittal Letter

Sample Offeror Transmittal Letter

Attachment E: Responsive Proposal Checklist

Responsive Proposal Checklist