



Request for Proposals

To Lease the Rockaway Beach Clubs
Rockaway Peninsula, Queens, New York

1 Beach 193rd Street, Breezy Point, NY (a.k.a. “Silver Gull Beach Club”)

And / Or

1 Beach 227th Street, Breezy Point, NY (a.k.a. “Breezy Point Surf Club”)



Key Dates for this Request for Proposals

RFP Release Date: July 1, 2026

Site Tours: by Reservation Only on July 14, July 21, and August 4, 2026 at 10:30 AM EDT

Contact GATEWAY_BMD@nps.gov

Initial Question Submittal Deadline: August 21, 2026 at 5:00 PM EDT

(Additional dates may be designated if additional submittal deadlines are needed.)

Initial Proposal Submittal Deadline: September 18, 2026 at 5:00 PM EDT

(If no responsive proposals have been submitted by the submittal deadline, the NPS may choose to keep the submittal period open until an offeror has been selected.)

Anticipated Date for Selection of Qualified Proposals: Six to Twelve Weeks after Submittal Deadline

Anticipated Lease Effective Date: Subject to Negotiation (Estimated January 1, 2027)

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SUMMARY OF LEASING OPPORTUNITY

This Request for Proposals (RFP) provides the opportunity for any interested individual or organization, hereinafter referred to as “Offeror” to submit proposals to the National Park Service (NPS, ‘Lessor’) to lease NPS oceanfront beach club property at Breezy Point, Queens, New York, in the Gateway National Recreation Area, under the following general terms and conditions for a period not to exceed thirty years.

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

In the event the NPS and a selected Offeror fail to execute a lease, or in the event any such lease is terminated resulting in a vacancy, the NPS reserves the right to negotiate a lease with the next highest ranked Offeror. Until a Lease is executed, the NPS reserves the right to reject one or all proposals, discontinue the solicitation, or terminate negotiations without penalty or liability.

The buildings and associated land identified for use in connection with this RFP have been determined eligible for historic designation. Any alterations or improvements to the buildings, or changes which impact Historic Structures or Districts, must be approved in advance by NPS and made in a manner consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties.

It is incumbent upon the Offeror to conduct all due diligence. The information contained herein is considered generally reliable but not guaranteed.

Overview of Properties Offered for Lease

Two historic properties located within the Gateway National Recreation Area are available for lease to the public. Each property will require significant initial improvements; deficiencies at both properties include the fire hydrant system, the wastewater system, and the electrical system. The Offeror may present a proposal for one or both properties. Preference will be given to responsive proposals that include both properties.

1 Beach 193rd Street, Queens, NY (a.k.a. “Silver Gull Beach Club”)

This property offered for lease is a beach club and recreational facility. Existing structures include:

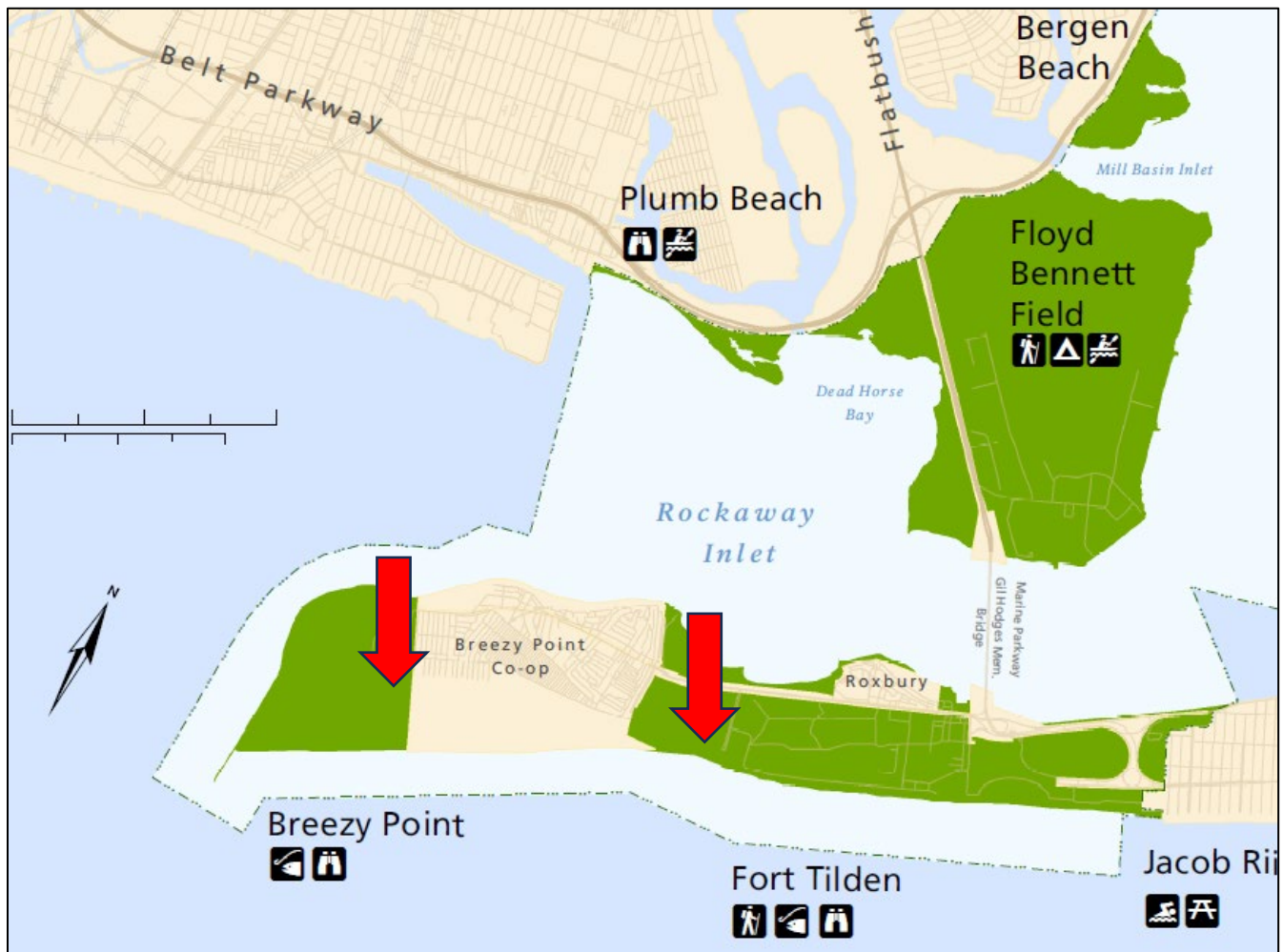
407 Cabanas (14’ x 6’) with hot and cold water; electricity.	Office	2 Pools
194 Cabanettes (4’ x 6’) with overhead lighting; changing bench.	Gym	Tiki Bar with seating for 30
176 Bath Cabins (4’ x 3’) with changing bench.	Kitchen	Lifeguard shack
Bathroom Building 24’ x 24’	Common Area Restrooms	8 Handball Courts
Food Service Building 32’ x 86’ with seating for 100	Ample parking	8 Tennis Courts
		2 Children Basketball Courts
		4 Adult Basketball Courts
		1 Children’s Pool (16’x24’)
		2 Bocce Ball Courts
		1 Playground
		2 Baseball Fields

1 Beach 227th Street, Queens, NY (a.k.a. “Breezy Point Beach Club”)

This property offered for lease is a beach club and recreational facility. Improvements include:

630 Cabanas (8' x 16') with cold water and electricity.	Offices Gym Kitchen Food Service area with seating for 100 Common Area Restrooms	2 Pools 2 Tennis Courts 4 Basketball Courts 6 Bocce Ball Courts 1 Playground 1 Baseball Field
40 Cabanettes (6' x 12') with cold water and electricity.		
249 Bath Cabins (4' x 3') with changing bench	Ample parking	

Additional property details, site maps, and key information about each leasing opportunity can be found in Appendix A (Silver Gull Beach Club) and Appendix B (Breezy Point Surf Club).



Allowed Uses of the Lease Premises

Seasonal use of the beach club, which at a minimum shall be from Memorial Day weekend through Labor Day weekend, is required. This includes but is not limited to use of swimming pools, beaches, club amenities such as dining, sports fields and other recreational use, as well as related services, special events, and activities for members and guests.

Permitted uses include: Sale of seasonal and day-use passes for access to and use of the facilities; rental of seasonal and day-use of beach club accommodations; food/beverage sales and catering; vending machine sales of water, non-alcoholic beverages, and snacks.

The NPS will consider additional proposed uses if they are determined to be consistent with the NPS mission and values.

Lessee shall be solely responsible for ensuring sufficient lifeguarding personnel during operating hours.

The Lessee's activities on the premises shall be subject to the general supervision and inspection of the NPS and to such rules and regulations regarding ingress, egress, safety, sanitation, and security as may be prescribed by the Park Superintendent from time to time.

The facilities are located in an area accessible to the public; visitors to the park may not be prevented from accessing the beach frontage.

Key Information About This Leasing Opportunity

- **Property Condition:** The property will be delivered to the Lessee "as-is with all faults." It is incumbent upon the Offeror to conduct all due diligence. The information contained herein is considered generally reliable but not guaranteed.
- **Anticipated Lease Commencement:** The NPS anticipates lease commencement by January 2026, following acceptance of Lessee's Construction Documents for Initial Improvements.
- **Lessee Improvements:** Subject to NPS approval, Lessee will be permitted to make Improvements compliant with the 2024 International Code Council (ICC) family of codes and the 2023 National Electrical Code (NEC). NPS will adopt the newest editions of the codes as they become available.
 - Additionally, because the facilities are located in a coastal zone, the Lessee shall be responsible for obtaining any New York State or federal permits required in connection with such activities and adhering to seasonal restrictions related to nesting shorebirds and their habitat.
 - Rent may be offset by the NPS-approved cost of completed Initial Improvements and/or Alterations. The NPS has identified a tentative list of improvements that will be required over the term of the upcoming lease/s for each property in Appendices A and B. Each offeror is responsible for verifying the condition of the property, developing a detailed scope of work, and preparing a cost estimate for its proposed improvement plan.
- **Required Repair or Replacement of Fire and Life Safety Components:** Both properties require either repair or replacement of certain fire safety components as part of Initial Improvements. The system deficiencies must be cured by the Lessee, in a manner approved in advance by the NPS, prior to commencing any authorized use.

- The Lessee shall be responsible for the design, repair, replacement, and commissioning of all fire hydrants and associated underground fire service infrastructure to ensure full operational capability and compliance with NPS RM 58, NFPA 24 (2022), NFPA 25, IFC Section 507 and applicable International Building Code (IBC) provisions. This may entail coordination with NPS for components of such systems which are outside the leased premises.
- The facilities are located in a coastal zone, and the Lessee shall be responsible for obtaining any New York State or federal permits required in connection with such activities and adhering to seasonal restrictions related to nesting shorebirds and their habitat.
- At a minimum, the operator shall:
 - Provide plans and specifications for NPS AHJ review/approval prior to construction.
 - Replace or rehabilitate hydrants, valves, and piping as necessary to achieve fully functional, code-compliant systems.
 - Ensure hydrants meet required flow and residual pressure (verified by flow testing per NFPA 291).
 - Provide and maintain fire apparatus access to all hydrants in accordance with IFC 507.5.1.
 - Perform hydrostatic testing, flushing, disinfection, and acceptance testing per NFPA 24, with NPS witnessing.
 - Establish and maintain an inspection, testing, and maintenance (ITM) program in accordance with NFPA 25.
- All work must be completed within a defined timeframe defined in the negotiated lease. All work is subject to NPS review, inspection, and final approval.
- **Required Repair or Replacement of Wastewater Components:** Both properties require either repair or replacement of components necessary to meet current U.S. Environmental Protection Agency (EPA) standards and New York State (NYS) Department of Health standards for wastewater onsite treatment as part of Initial Improvements.
- **Required Abatement of Lead Paint and Asbestos Containing Material:** Both properties should be assumed to contain lead-based paint and asbestos containing materials that will require abatement or management, meeting EPA and NYS standards, as part of Initial Improvements.
- **Potential Maintenance or Replacement:** Any food or beverage service must be approved by the Lessor in advance and must meet the most recent version of the Food and Drug Administration Food Code. Food service is limited to pre-packaged items until such time as appropriate maintenance and replacement of kitchen equipment and fixtures is approved by the Lessor.
- **Historic Preservation:** Due to the historic nature of all offered properties, the character-defining features of the buildings and surrounding landscapes must be maintained. Any design and construction will be required to comply with one or more 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. Planned Improvements 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.

- **Survey of Premises:** To ensure the lease premises are properly demarcated and understood, the Lessee shall, at its sole cost and expense and within 180 days of Commencement Date, obtain a metes and bounds survey performed by a third-party licensed land surveyor. The scope of work for the survey must be approved in advance in writing by the Lessor.

Jurisdiction

For purposes except building codes and zoning 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.

Premises Condition

The Lease Premises will be delivered to Lessee, "As-is with all faults."

Term of the Lease

NPS anticipates a Lease Term not to exceed thirty (30) years.

Rent

NPS is required under 36 C.F.R. Part 18 to receive, at a minimum, Fair Market Value Rent (FMVR). The Lessor may offset Rent for the costs of completed Initial Improvements incurred by the Lessee in accordance with the terms of the Lease.

- The minimum FMVR for the **Silver Gull Beach Club** is **\$526,490/Year absolute Net (NNN)**.
- The minimum FMVR for the **Breezy Point Surf Club** is **\$513,700/Year absolute Net (NNN)**.

You may offer an annual rent higher than the minimum FMVR to increase the competitiveness of your proposal. All rent payments will be subject to an annual Consumer Price Index (CPI) adjustment.

Insurance

During the term of this Lease, the Lessee shall maintain adequate Property and General Liability insurance coverage. Further information regarding insurance requirements can be found in Attachment A: Sample Lease. Insurance coverage amounts will be periodically reviewed by the NPS.

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 and permitting authorities (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

The Lessee is solely responsible for all costs, expenses, charges, and impositions of every kind and nature relating to the Premises, such as but not limited to:

- all cleaning and custodial services;
- all grounds maintenance within the Premises, including, without limitation, raking beach area, regular grass mowing, snow removal, pest management, and trash management and removal;
- all repair and maintenance of the Premises, including unscheduled or emergency work, during the Lease Term.

Contractors

Upon consultation and prior written permission from Gateway National Recreation Area, the lessee may utilize contractors to perform repairs, replacements, and improvements.

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

Environmental Management

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

- 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.
- Lessee shall ensure that its use does not interfere with nesting shorebirds. Seasonal restrictions on use will be required (such as, minimum distance from nests and restrictions on access to dune areas, etc.).

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 Tours and Additional Information

Site tours are by reservation only. To arrange a site visit, or if you have any questions about the RFP or the Lease Premises, please contact the park via email at GATEWAY_BMD@nps.gov and GATE_BMD@nps.gov.

Questions not addressed in this RFP will be collected and responded to through issuance of Question & Answers (Q&A) that will be made available to the general public through the park's website. Q&A's along with this RFP and attachments can be found at <https://www.nps.gov/gate/getinvolved/dobusinesswithus.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.
- Modify, amend, cancel, or suspend any and all aspects of the RFP and selection process.
- Reissue an RFP.
- 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 requesting 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 submittal deadline the RFP solicitation will remain open on a rolling 1-week basis until a proposal has been selected or the NPS terminates the solicitation. Rolling submittal periods will end on Fridays at 5:00 PM EDT/EST (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.

Proposals are not deemed received until NPS provides written confirmation of receipt.

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 C.F.R. 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 U.S.C. § 306121](#)), as well as the authority to lease NPS-administered buildings and associated property pursuant to the National Park Service General Leasing Authority ([54 U.S.C. Ch. 1021](#)), and other applicable authorities.

NATIONAL PARK SERVICE AND GATEWAY NATIONAL RECREATION AREA

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 Gateway National Recreation Area, established in 1972, provides a national park experience in the country’s largest metropolitan area. The park preserves a mosaic of coastal ecosystems and natural areas interwoven with historic coastal defense and maritime sites around New York’s Outer Harbor. Beaches, marshes, waters, scenic views and open space offer resource-based recreational opportunities to the public. It is a destination for millions of visitors every year. <https://www.nps.gov/gate/index.htm>

The park includes 26,000 acres of land and water, spanning locations in New York and New Jersey. It has three distinct, non-contiguous Units: Staten Island Unit, Sandy Hook Unit and Jamaica Bay Unit. Except for Sandy Hook, which forms the northern tip of the New Jersey shore, the Area occupies coastal land in the boroughs of Brooklyn, Queens and Staten Island in the City of New York.

REQUIREMENTS

Proposals may be for one or both properties. Proposals must be submitted electronically to Gateway_BMD@nps.gov with a copy to NER_Leasing@nps.gov.

Proposals must be submitted on or before the time and date provided on the first page of this Request for Proposals. The subject line should include the following: **GATE_Beach Clubs_RFP_[Club Name(s) for which you are submitting a proposal]_Lease Proposal_[Your surname or the name of your business entity or organization]**

Proposals are limited to 20 pages or less, for each property you are including in your proposal, not including attachments. Any proposals over these limits will be deemed non-responsive and not evaluated further.

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

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 C.F.R. § 18.8\(e\)](#), require that proposals be evaluated by:

- 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 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.
 - II. An estimate of how many people will use the property.
- B. Please describe how your proposed use and operations will be compatible with the purposes of the park area.

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

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 the manner in which you will maintain the Lease Premises after the initial 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.
 - III. If proposing seasonal use only, steps to secure and maintain the property when not occupied
- B. 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 identify 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 Repairing and Maintaining a Similar Property (e.g. historic structure)

This section should demonstrate your qualifications to responsibly improve and maintain the Lease Premises in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Property. 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 rehabilitating, repairing, and maintaining historic property.
- B. Describe Offeror's relevant and specialized experience and its role in current and past projects of similar scope and complexity.
- C. If proposing to sublease as long or short-term rental, describe, in detail, your experience managing a similar property including the total years of operation of that property and any repairs you made to the property

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. No annual rent offer for less than the Fair Market Value Rent (FMVR) will be accepted.

- A. Please state the amount of Annual Rent offered in Lease Year 1.
- B. Please state the length of the lease term you propose. Shorter length of lease term will be evaluated more favorably.

- C. Please describe any terms and conditions in the Sample Lease that you intend to negotiate with NPS, but do not include a marked-up version of the Sample Lease. Fewer contested terms and conditions will be evaluated more favorably.

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 term not to exceed thirty (30) 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.

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 C.F.R. 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;
- 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.

PROPOSALS CONSIDERED PUBLIC DOCUMENTS

All proposals submitted in response to this Prospectus may be disclosed by the Service to any person, upon request, to the extent required or authorized by the Freedom of Information Act (5 U.S.C. § 552). If you believe that your proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, mark the cover page of each copy of the proposal with the following legend:

“The information specifically identified on pages of this proposal constitutes trade secrets or confidential commercial or financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act. The Offeror requests that this information not be disclosed to the public, except as may be required by law.”

You must specifically identify what you consider to be trade secret information or confidential commercial or financial information on the page of the proposal on which it appears, and you must mark each such page with the following legend:

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

Information so identified will not be made public by the NPS except in accordance with law. The NPS does not warrant and assumes no liability for the accuracy of the information provided in this RFP.

ELIGIBILITY

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

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



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APPENDIX A: Silver Gull Beach Club Property Details

It is incumbent upon the Offeror to conduct all due diligence. The information contained herein is considered generally reliable but not guaranteed.

The Silver Gull Beach Club, located at 1 Beach 193rd Street, Breezy Point, New York, was built circa 1930. Existing structures include:

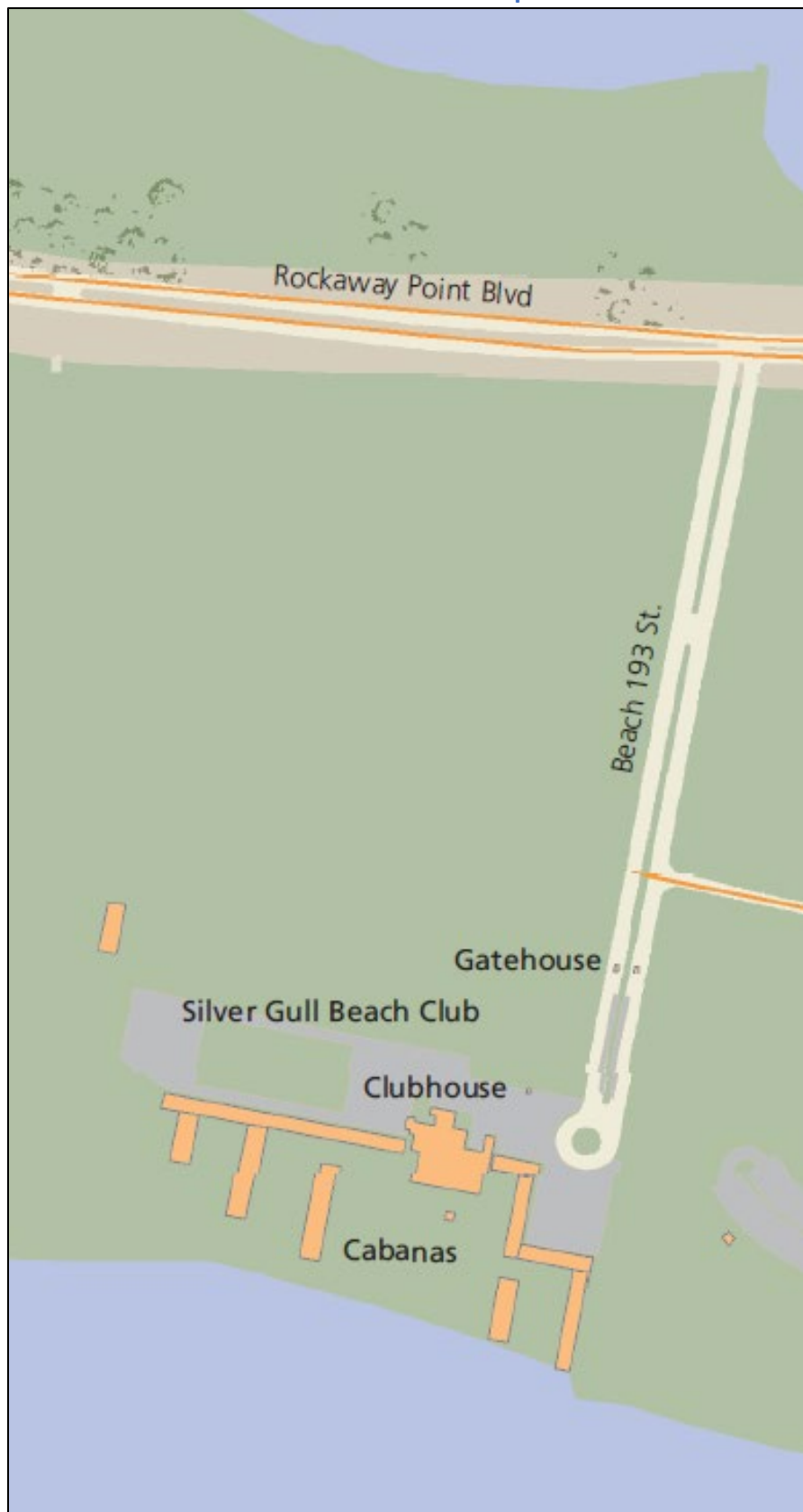
407 Cabanas (14' x 6') with hot and cold water; electricity.	Office	2 Pools
194 Cabanettes (4' x 6') with overhead lighting; changing bench.	Gym	Tiki Bar with seating for 30
176 Bath Cabins (4' x 3') with changing bench.	Kitchen	Lifeguard shack
Bathroom Building 24' x 24'	Common Area Restrooms	8 Handball Courts
Food Service Building 32' x 86' with seating for 100		8 Tennis Courts
		2 Children Basketball Courts
		4 Adult Basketball Courts
		1 Children's Pool (16'x24')
		2 Bocce Ball Courts
		1 Playground
		2 Baseball Fields

Silver Gull 2024 Annual Gross Receipts \$4,049,925

Silver Gull 2023 Annual Gross Receipts \$4,031,043

Silver Gull 2022 Annual Gross Receipts \$4,081,880

Silver Gull Beach Club – Exhibit 1 – Site Map



Silver Gull Beach Club – Exhibit 2 – Existing Improvements

The NPS record of improvements at the Silver Gull Beach Club is below. This information is considered generally reliable, but it is not guaranteed. Offerors should independently confirm site improvements.

FMSS Location #	Marshall & Swift Description
112152	BU-BPSG-P SGBC Play Area Shelter NEC1774-5300-B
112153	BU-BPSG-P SGBC Cabana A Complex NEC1774-5300-B00
112154	BU-BPSG-P SGBC Cabana B Complex NEC1774-5300-B00
112155	BU-BPSG-P SGBC Cabana 3-C Complex NEC1774-5300-B
45687	BU-BPSG-P SGBC Restaurant NEC1774-5300-B002-03
112156	BU-BPSG-P SGBC Cabana 4-C Complex NEC1774-5300-B
112157	BU-BPSG-P SGBC Cabana 5-D Complex NEC1774-5300-B
112158	BU-BPSG-P SGBC Cabana 6-D Complex NEC1774-5300-B
112159	BU-BPSG-P SGBC Cabana 7-D Complex NEC1774-5300-B
112160	BU-BPSG-P SGBC Cabana 8-D Complex NEC1774-5300-B
112161	BU-BPSG-P SGBC Cabana 9-D Complex NEC1774-5300-B Demolished
112165	BU-BPSG-P SGBC Pool Pump Bldg-1 NEC1774-5300-B00
112166	BU-BPSG-P SGBC Pool Pump Bldg-2 NEC1774-5300-B00
112167	BU-BPSG-P SGBC Pool Pump Bldg-3 NEC 1774-5300-B002
112168	BU-BPSG-P SGBC Entrance-1 NEC1774-5300-B002-03
112169	BU-BPSG-P SGBC Entrance-2 NEC1774-5300-B002-03
115630	BU-BPSG-P Restroom Building
115631	BU-BPSG-P Lifeguard Shack
115632	BU-BPSG-P Outdoor Bar
115656	BU-BPSG-P Maintenance Office / Garage
112210	BU-BPSG-P SGBC UB Septic System
112206	UT-BPSG-P SGBC Wastewater Collection System
112209	UT-BPSG-P SGBC Electric

Silver Gull Beach Club – Exhibit 3 – Site and Premises Condition

- **Existing Conditions:** The property will be delivered to the Lessee “as-is with all faults.”
- **Lessee Improvements:** The NPS has identified the following Initial Improvements that must be completed. Each offeror is responsible for verifying the condition of the property, developing a preliminary scope of work, and preparing a cost estimate for its proposed improvement plan. All improvements must be approved in advance by the NPS.
 - Building Systems
 - Determine suitability of electrical systems and repair or replace as needed.
 - Determine suitability of septic systems and repair or replace as needed. The existing wastewater system consists of a septic tank and leach field which has reached the end of its service life.
 - Determine suitability of fire hydrant and fire suppression systems and repair or replace as needed.
 - Exterior
 - Determine suitability of roofs and repair or replace as needed.
 - Interior
 - Determine suitability of ceilings and repair or replace as needed.
 - Kitchen area must be updated to meet current Food and Drug Administration Food Code.
 - Other
 - Pool chlorination tanks must be replaced to comply with the US Centers for Disease Control and Prevention Model Aquatic Health Code, and pool equipment located in an underground vault must be relocated above grade to remove confined space hazard.
 - The hot tub is not usable in its current condition and will require replacement that meets Model Aquatic Health Code.
 - Property is assumed to contain lead-based paint and asbestos containing materials that will require abatement or management as part of Initial Improvements.

APPENDIX B: Breezy Point Surf Club Property Details

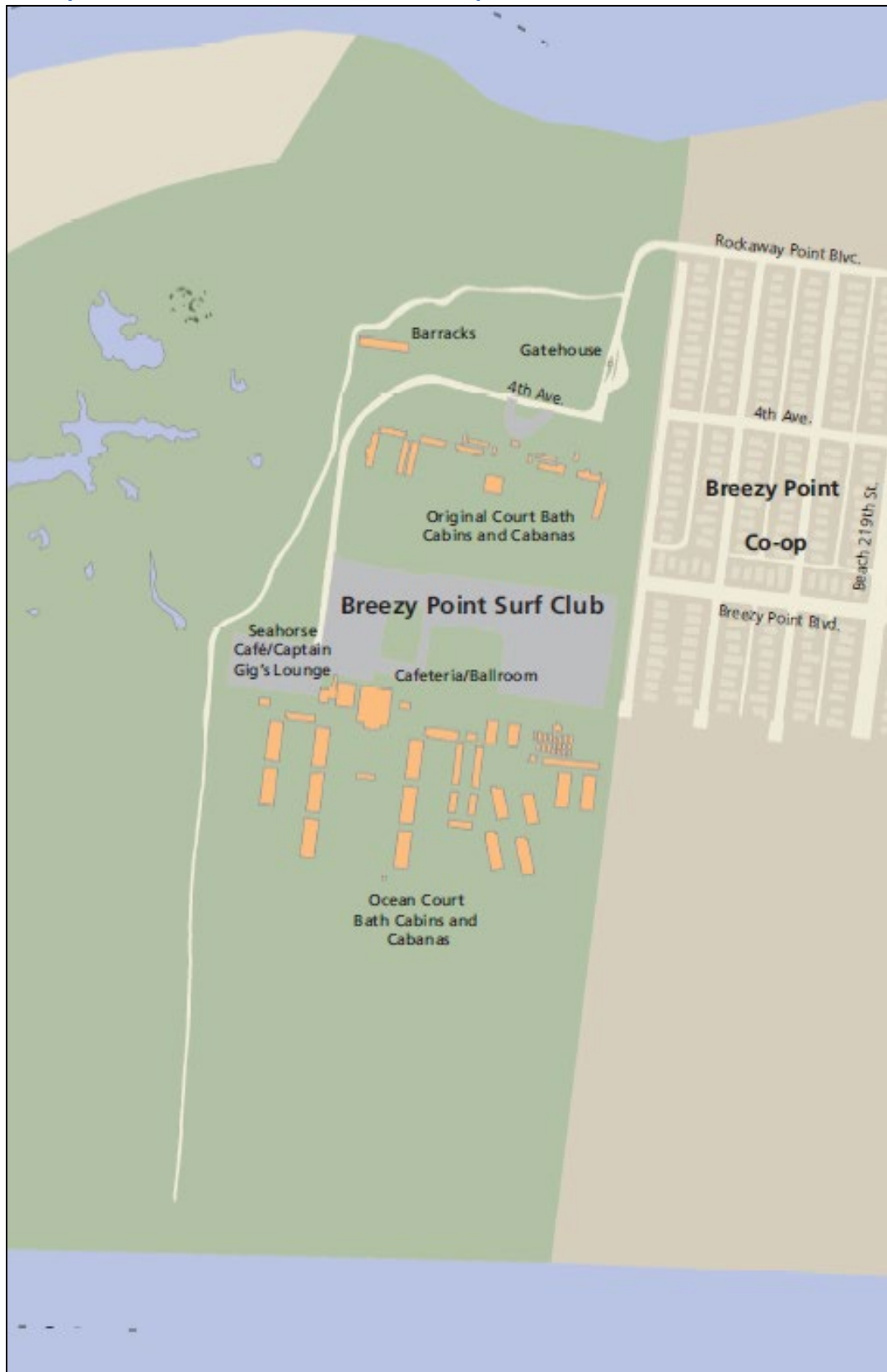
It is incumbent upon the Offeror to conduct all due diligence. The information contained herein is considered generally reliable but not guaranteed.

The Breezy Point Surf Club, located at 1 Beach 227th Street, Breezy Point, New York was built circa 1930. Existing structures include:

630 Cabanas (8' x 16') with cold water and electricity.	Offices	2 Pools
40 Cabanettes (6' x 12') with cold water and electricity.	Gym	2 Tennis Courts
249 Bath Cabins (4' x 3') without water or electricity.	Kitchen	4 Basketball Courts
	Food Service area with seating for 100	6 Bocce Ball Courts
	Common Area Restrooms	1 Playground
		1 Baseball Field

Breezy Point 2024 Annual Gross Receipts \$3,951,567
Breezy Point 2023 Annual Gross Receipts \$3,882,505
Breezy Point 2022 Annual Gross Receipts \$3,730,479

Breezy Point Surf Club – Exhibit 1 – Site Map



Breezy Point Surf Club – Exhibit 2 – Existing Improvements

The NPS record of improvements at the Breezy Point Surf Club. This information is considered generally reliable, but it is not guaranteed. Offerors should independently confirm site improvements.

FMSS Location #	Marshall & Swift Description
45688	BU-BPSC-P A-1 Office NEC17745300-B001-03
112048	BU-BPSC-P A- 2 Bar NEC17745300-B001-03
112050	BU-BPSC-P BC- 1 Bath Cabin Complex NEC17745300-
112051	BU-BPSC-P BC- 2 Bath Cabin Complex NEC17745300-
112052	BU-BPSC-P BC- 3 Bath Cabin Complex NEC17745300-
112053	BU-BPSC-P BC- 4 Bath Cabin Complex NEC17745300
112054	BU-BPSC-P BC- 5 Bath Cabin Complex NEC17745300-
112055	BU-BPSC-P BC- 6 Bath Cabin Complex NEC17745300-
112056	BU-BPSC-P BC- 7 Bath Cabin Complex NEC17745300-
112057	BU-BPSC-P BC- 8 Bath Cabin Complex NEC17745300-
112058	BU-BPSC-P BC- 9 Bath Cabin Complex NEC17745300-
112059	BU-BPSC-P BC- 10 Bath Cabin Complex NEC17745300
112060	BU-BPSC-P BC- 11 Bath Cabin Complex NEC17745300
112061	BU-BPSC-P BC- 12 Bath Cabin Complex NEC17745300
112062	BU-BPSC-P BC- 13 Bath Cabin Complex NEC17745300
112063	BU-BPSC-P BC- 14 Bath Cabin Complex NEC17745300
112064	BU-BPSC-P BC- 15 Bath Cabin Complex NEC17745300
112065	BU-BPSC-P BC- 16 Bath Cabin Complex NEC17745300
112066	BU-BPSC-P BC- 17 Bath Cabin Complex NEC17745300
112067	BU-BPSC-P BC- 18 Bath Cabin Complex NEC17745300
112068	BU-BPSC-P BC- 19 Bath Cabin Complex NEC17745300-
112070	BU-BPSC-P C-1 Cabana Complex NEC17745300-B001-0
112071	BU-BPSC-P C-2 Cabana Complex NEC17745300-B001-
112072	BU-BPSC-P C-3 Cabana Complex NEC17745300-B001-0
112075	BU-BPSC-P C-4 Cabana Complex NEC17745300-B001-
112076	BU-BPSC-P C-5 Cabana Complex NEC17745300-B001-
112077	BU-BPSC-P C-6 Cabana Complex NEC17745300-B001-
112078	BU-BPSC-P C-7 Cabana Complex NEC17745300-B001-
112079	BU-BPSC-P C-8 Cabana Complex NEC17745300-B001-
112080	BU-BPSC-P C-9 Cabana Complex NEC17745300-B001-
112081	BU-BPSC-P C-10 Cabana Complex NEC17745300-B001
112082	BU-BPSC-P C-11 Cabana Complex NEC17745300-B001
112083	BU-BPSC-P C-12 Cabana Complex NEC17745300-B001
112084	BU-BPSC-P C-13 Cabana Complex NEC17745300-B001
112085	BU-BPSC-P C-14 Cabana Complex NEC17745300-B001

112086	BU-BPSC-P C-15 Cabana Complex NEC17745300-B001
112087	BU-BPSC-P C-16 Cabana Complex NEC17745300-B001
112088	BU-BPSC-P C-17 Cabana Complex NEC17745300-B001
112089	BU-BPSC-P C-18 Cabana Complex NEC17745300-B001
112090	BU-BPSC-P C-19 Cabana Complex NEC17745300-B001
112091	BU-BPSC-P C-20 Cabana Complex NEC17745300-B001
112092	BU-BPSC-P C-21 Cabana Complex NEC17745300-B001
112093	BU-BPSC-P C-22 Cabana Complex NEC17745300-B001
112094	BU-BPSC-P C-23 Cabana Complex NEC17745300-B001
112096	BU-BPSC-P C-24 Cabana Complex NEC17745300-B001
112097	BU-BPSC-P E-1 Storage Bldg. NEC17745300-B001-03
112100	BU-BPSC-P RR-1 Restrooms NEC17745300-B001-03
112101	BU-BPSC-P RR-2 Restrooms NEC17745300-B001-03
112102	BU-BPSC-P RR-3 Restrooms NEC17745300-B001-03
112103	BU-BPSC-P RR-4 Restrooms NEC17745300-B001-03
112104	BU-BPSC-P RR-5 Restrooms NEC17745300-B001-03
112105	BU-BPSC-P RR-6 Restrooms NEC17745300-B001-03
112106	BU-BPSC-P RR-7 Restrooms NEC17745300-B001-03
112107	BU-BPSC-P RR-8 Restrooms NEC17745300-B001-03
112108	BU-BPSC-P RR-9 Restrooms NEC17745300-B001-03
112109	BU-BPSC-P G-1 Entrance Building NEC17745300-B001-0
112110	BU-BPSC-P M-1 Bird House NEC17745300-B001-03
112111	BU-BPSC-P W-1 Bayberry Room NEC17745300-B001-03
112122	BU-BPSC-P BC- 20 (C-34) Bath Cabin Complex NEC17
112123	BU-BPSC-P BC- 21 (C-35) Bath Cabin Complex NEC17
115610	BU-BPSC-P C-25 Cabana Complex (old section)
115611	BU-BPSC-P C-26 Cabana Complex (old section)
115613	BU-BPSC-P C-27 Cabana Complex (old section)
115615	BU-BPSC-P C-28 Cabana Complex (old section)
115616	BU-BPSC-P C-29 Cabana Complex (old section)
115617	BU-BPSC-P C-30 Cabana Complex (old section)
115618	BU-BPSC-P C-31 Cabana Complex (old section)
115619	BU-BPSC-P C-32 Cabana Complex (old section)
115620	BU-BPSC-P C-33 Cabana Complex (old section)
115621	BU-BPSC-P Pool Building
115622	BU-BPSC-P Rear Guard Shack at ocean access entry
112049	BU-BPSC-P A- 3 Restaurant NEC17745300-B001-03

Breezy Point Surf Club – Exhibit 3 – Site and Premises Condition

- **Existing Conditions:** The property will be delivered to the Lessee “as-is with all faults.”
- **Lessee Improvements:** The NPS has identified the following Initial Improvements that must be completed. Each offeror is responsible for verifying the condition of the property, developing a preliminary scope of work, and preparing a cost estimate for its proposed improvement plan. All improvements must be approved in advance by the Lessor.
 - Building Systems
 - Determine suitability of electrical systems and repair or replace as needed.
 - Determine suitability of septic systems and repair or replace as needed. The existing wastewater system consists of dry wells for wastewater treatment. There are areas of displaced piping, and the system needs to be updated to meet current US Environmental Protection Agency and New York State wastewater onsite treatment standards.
 - Determine suitability of fire hydrant and fire suppression systems and repair or replace as needed.
 - Exterior
 - Determine suitability of roofs and repair or replace as needed.
 - Determine suitability of wood decking and repair or replace as needed.
 - Interior
 - Determine suitability of ceilings and repair or replace as needed.
 - Kitchen area must be updated to meet current Food and Drug Administration Food Code.
 - Other
 - Children’s pool must be updated to meet the Model Aquatic Health Code.
 - Property is assumed to contain lead-based paint and asbestos containing materials that will require abatement or management as part of Initial Improvements.

Attachment A: Sample Lease

Attachment B: Business History Information and Business Organization Information Forms

Form 10-352

Form 10-353

Form 10-354

Attachment C: Offeror Financial Statements and Projections: Small Leases

Form 10-355A

Attachment D: Sample Offeror Transmittal Letter

Attachment E: Responsive Proposal Checklist