

REQUEST FOR QUALIFICATIONS
No. N40080LO10335

NAVAL AIR STATION PATUXENT RIVER
LEXINGTON PARK, MD

DRAFT

U.S. DEPARTMENT OF THE NAVY
Naval Facilities Engineering Command, Washington
Washington, DC 20374-3081

**ENHANCED USE LEASE
NAVAL AIR STATION PATUXENT RIVER
LEXINGTON PARK, MD**

Request For Qualifications No: N40080LO10335

**Issued By
Naval Facilities Engineering Command, Washington
Washington, DC 20374-3081**

May 21, 2010

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SECTION 1.0 – EXECUTIVE SUMMARY

1.1 AUTHORITY

Under its Enhanced Use Leasing (EUL) program, the Department of the Navy (hereinafter referred to as either the “Navy” or the “Government”) is making available for lease non-excess real property at the Naval Air Station (NAS) Patuxent River, Lexington Park, MD under the authority of Title 10, United States Code, Section 2667. This authority allows for military departments to outlease land or facilities to a private or a public entity, on a long-term basis where cash and/or in-kind consideration is received for use of the leased property.

1.2 NAS PATUXENT RIVER, LEXINGTON PARK, MD

NAS Patuxent River is located in southern Maryland on a peninsula between the Patuxent River and Chesapeake Bay. The installation comprises approximately 6,400 acres.

1.2.1 MISSION: NAS Patuxent River is the Navy’s principal research, development, test, evaluation, engineering and fleet support activity for naval aircraft, engines, avionics, aircraft support systems and ship/shore/air operations. NAS Patuxent River is home to the Naval Air Systems Command Headquarters, the Air Test Wing Atlantic, and the Naval Air Warfare Center Aircraft Division Commands. More than 17,000 people are stationed at NAS Patuxent River, including more than 3,000 active duty service members, approximately 6,900 civil service employees, 6,400 defense contractor employees, 2,000 military dependents, and 370 non-appropriated-fund employees.

1.3 EUL SITE

1.3.1 SITE/LOCATION: The properties proposed for outleasing include the following seven sites:

- Site 1: Approximately 7.1 acres located on the eastern side of Cuddihy Road near its intersection with Tate Road. Site 1 includes an unpaved lot currently used as a storage lot for boats and trailers.
- Site 2: Approximately 4.95 acres located on the eastern side of Cuddihy Road, halfway between Buse Road and Tate Road. Site 2 includes two ball fields.
- Site 3: Approximately 8.99 acres located on the northeast corner of Buse Road and Cuddihy Road. Site 3 includes a Youth Center, a pool, and three administrative buildings.

- Site 4: Approximately 3.27 acres located on the southeast corner of Buse Road and Cuddihy Road. Site 4 includes the Chaffee Court quarters which are planned for demolition during fiscal year 2010. Demolition is scheduled to be complete by August 2010.
- Site 5: Approximately 13.22 acres located on the western side of Buse Road across from the Naval Air Systems Command (NAVAIR) Integrated Product Team (IPT) Building. Site 5 includes nine administrative buildings.
- Site 6: Approximately 3.26 acres located near the Gate 1 entrance east of the aircraft display.
- Site 7: Approximately 4.52 acres located near the Gate 1 entrance north of the aircraft display.

1.3.2 CURRENT USE: The current uses of the properties proposed for outleasing are listed below.

- Site 1: The unpaved lot on Site 1 is currently used as a storage lot for boats and trailers.
- Site 2: The two ball fields are currently used as the main playing fields at NAS Patuxent River. The ball fields are currently operated by Morale, Welfare and Recreation (MWR).
- Site 3: The Youth Center and pool are currently operated by MWR. The three administrative buildings are Building 419 (Engineer and Support Office), Building 416 (NAVAIR Technical Data Office), and Building 2494 (Air Speed Project Office).
- Site 4: The Chaffee Court quarters are currently used for enlisted housing. The housing is a Public Private Venture (PPV) operated by Lincoln Military Housing. The quarters include Buildings 1600-1605 and are planned for demolition during fiscal year 2010. Demolition is scheduled to be complete by August 2010.
- Site 5: The nine administrative buildings are Building 462 (hospital administrative office), Building 433 (Defense Industrial Financial Management System (DIFMS) office space), Building 434 (Child Care Center), Building 435 (NAS Counselor's Office), Building 436 (Environmental Health Center), Building 437 (NAS Business and Finance Management Office), Building 438 (Counseling And Assistance Centers / Alcohol Rehabilitation Department (CAAC/ARD) office), Building 439 (Comptroller), and Building 440 (NAVAIR Corporate Operations).
- Site 6: Vacant.
- Site 7: Vacant.

1.4 BUSINESS OPPORTUNITY

The Navy seeks to competitively select a developer to lease the Premises. The successful Offeror will develop, operate and maintain the facility within the EUL area for the term of the lease and will provide in-kind consideration or cash to the Navy not less than the fair market value of the developer's leasehold interest in the leased Premises. To these ends, many development opportunities are considered compatible with the NAS Patuxent River mission and with the land-use and business objectives for the site.

1.5 PROJECT SUMMARY

1.5.1 PROJECT GOAL: The Navy is seeking a lessee to establish, operate and maintain a work campus office development in exchange for in-kind consideration at not less than the fair market value of the leased property, as identified in Appendix "G," subject to the prohibited uses and activities in Appendix "F".

1.5.2 PROJECT CONCEPT: The site will be leased for a term not to exceed fifty (50) years. The Navy may, if it determines it to be in the Government's best interest, enter into a succeeding lease of the site conditioned upon the Lessee's satisfactory performance during the initial lease term.

The Lessee shall finance, plan, design, construct, market, operate and maintain the facility on the site for the term of the Lease and receive market fees from end users. Ownership of the leased site shall remain with the Navy for the duration of the lease term.

Any use or operation of the site may be provided directly by the Lessee or through a third-party under a sublease or concession arrangement that has been reviewed and accepted in advance by the Navy.

1.5.3 PROJECT OBJECTIVES: The following objectives have been set for this project:

- Entering into a long-term lease with a responsible party who will provide good stewardship over the property;
- Maximizing value to the Navy in the form of in-kind services, enhancing quality of life for Navy personnel, and providing benefit to the surrounding community;
- Ensuring compatibility of proposed EUL site lease with the operational and security requirements of the Installation;
- Successfully integrating development activities with cultural resources and environmental policy management requirements compatible with the mission of the Installation;
- Complying with all National Environmental Policy Act (NEPA) requirements;

- Employing the best commercial practices to the benefit of both the Navy and the Developer.

1.5.4 BUSINESS AND LEASING PLAN: The Selected Developer will provide a Business and Leasing Plan (the “Business Plan”) detailing the development scope for constructing, financing, and managing the Premises. The Developer’s Business Plan shall propose the specific length of the business arrangement with the Navy and the term of the Lease (not to exceed 50 years) and will include sections on adherence to applicable Navy Safety, Security, and Environmental Protection guidelines. Upon completion of the Business Plan and final approval by the Navy, a Lease will be negotiated by the Navy and the Selected Developer to implement the Business Plan. The decision to implement the Business Plan will be made by the Navy at its sole discretion.

1.6 SELECTION STRATEGY

1.6.1 TWO-PHASED, BEST VALUE PROCESS: The source selection will utilize a two-phased, best value process. Phase I proposals will be evaluated based on their technical merit and associated risk ratings. One Offeror will be selected to submit a Phase II proposal and for the exclusive negotiations of the Business Plan.

In Phase I Offerors shall be required to submit written technical proposals reflecting the overall development concept. The Navy does not intend to meet with Offerors regarding revisions to their proposals but may contact Offerors to clarify certain aspects of their proposals or to correct clerical errors. Written or oral discussions with all Offerors who submit proposals are not anticipated. However, at the Navy’s discretion Offerors might be required to present their proposals orally to a Navy evaluation team in the event that the Navy decides to include all Offerors in a competitive range for subsequent discussions or to short-list some Offerors into a competitive range for subsequent discussions.

If the Navy determines that discussions are necessary, the Navy shall establish a competitive range for discussions.

- a. If an Offeror’s proposal is not included in the competitive range, it will be eliminated from further consideration. The rationale for eliminating an Offeror from the competitive range shall be documented. The Navy shall provide unsuccessful Offerors with prompt, written notice of their exclusion from the competitive range.
- b. If discussions are held, discussions shall be conducted with all Offerors in the competitive range. Discussions will be closed by the Navy’s written request for Revised Proposals. Upon conclusion of discussions, all Offerors remaining in the competitive range shall be afforded the opportunity to revise their proposals. If revisions to an Offeror’s initial proposal are made, the Offeror shall be required to clearly identify in its submission those portions of its proposal which have been revised.

- c. Revised Proposals will be evaluated by the Navy in the same manner employed for the evaluation of Offerors' initial proposals. The prior evaluations will be updated and will be documented in the same manner as Offerors' initial proposals.

It is the Navy's intent to select for Phase II the Offeror whose proposal, conforming to the RFQ, is considered to provide the best value and be the most advantageous to the Government. The rating methods set forth in this RFQ will be used in evaluating proposals. The relative strengths, deficiencies, weaknesses, and risks of each proposal will be evaluated. The Offeror selected for Phase II shall be determined financially capable and otherwise responsible within the meaning of Federal Acquisition Regulations (FAR) 9.104-1.

1.6.2 SELECTION FOR PHASE II EXCLUSIVE NEGOTIATIONS:

Following Phase I evaluations, one (1) Offeror will be selected for a period of exclusive negotiations. The Offeror to be selected for exclusive negotiation of a Business Plan will be that Offeror whose proposal provides the best overall value to the Government and is determined to be most advantageous to the Government; provided, however, that the Navy may at its option, and without any liability, choose to reject any and all proposals without a requirement for justification. Selection of an Offeror for negotiation of the Business Plan will be based on an objective best overall value determination.

SECTION 2.0 - EXISTING CONDITIONS

This Section describes existing conditions at the Premises. Information and/or documents pertaining to the property and provided to prospective Offerors are believed to be correct; however, the Navy does not warrant this information. This property is offered for outlease "as is, where is". The Navy does not warrant the condition of any of the structures, equipment, etc. offered for outlease.

2.1 LAND

The proposed EUL site comprises approximately 45.3 acres located at the western portion of NAS Patuxent River. Appendices "A", "B", "C" and "D" more particularly describe the property.

2.2 PRINCIPAL IMPROVEMENTS

The principal improvements of the properties proposed for outleasing are listed below.

- Site 1: An unpaved storage lot.
- Site 2: Two ball fields.

- Site 3: Building 1597 includes a Youth Center that is approximately 7,640 square feet and a bath house that is approximately 4,870 square feet. The pool is a 50-meter, eight-lane Olympic-size outdoor pool that is approximately 12,500 square feet in area. Building 416 (NAVAIR Technical Data Office) is approximately 17,200 square feet. Building 419 (Engineering Support Office) is approximately 17,600 square feet. Building 2494 (Air Speed Project Office) is approximately 5,500 square feet. The facilities were built in 1976 and are in good condition.
- Site 4: The Chaffee Court quarters includes Buildings 1600-1605. Buildings 1600, 1601, 1603, and 1604 are each approximately 6,400 square feet. Buildings 1602 and 1605 are each approximately 9,450 square feet. The six buildings include a total of 28 homes. The buildings are planned to be demolished in 2010 by Lincoln Military Housing and the land returned to the Navy.
- Site 5: All buildings on Site 5 are constructed with a timber frame and vinyl siding. Building 462 (hospital administrative office) is approximately 5,860 square feet and was built in 1948. Building 433 (DIFMS office space) is approximately 6,850 square feet. Building 434 (Child Care Center) is approximately 7,500 square feet. Building 435 (NAS Counselor's Office) is approximately 8,060 square feet. Building 436 (Environmental Health Center) is approximately 6,950 square feet. Building 437 (NAS Business and Finance Management Office) is approximately 7,440 square feet. Building 438 (CAAC/ARD office) is approximately 7,210 square feet. Buildings 433-438 were built in 1943. Building 437 was renovated in 2009. Building 439 (Comptroller) is approximately 21,897 square feet. Building 440 (NAVAIR Corporate Operations) is approximately 8,682 square feet. Both Building 439 and Building 440 were built in 1944.
- Site 6: None.
- Site 7: None.

2.3 INFRASTRUCTURE AND UTILITY SYSTEMS

Appendix "E", Environmental Condition of Property Report and Checklist, and Appendix "C", Utilities Diagram, include information on existing infrastructure and utilities.

2.4 DEVELOPMENT CONSIDERATIONS

2.4.1 HISTORICAL, CULTURAL, AND ARCHEOLOGICAL: Although the buildings on Site 5 and Buildings 419 and 416 on Site 3 were developed in the 1940's, none of the buildings have been recommended as eligible for the National Register as individual resources or as contributing resources to an existing or potential historic district. None of the other sites have historical, cultural, or archeological development considerations.

2.4.2 HAZARDOUS MATERIALS: Appendix "E", Environmental Condition of Property Report and Checklist (ECP), identifies the presence of any hazardous

materials on the sites. The Selected Developer will be responsible for accomplishing the abatement, removal and disposal of all hazardous materials present at the EUL site in accordance with all applicable standards and regulations. The cost of environmental clean-up will not be determined during the Phase I process. This will be one of the issues that will be addressed during the Phase II period of exclusive negotiations with the Selected Developer. The estimated costs of environmental clean-up will be factored into any business agreement between the Navy and the Selected Developer.

2.4.3 REGULATORY: Land use and development within NAS Patuxent River is not governed by local zoning regulations. The St. Mary's County zoning map indicates that the leased premises are currently zoned as Unassigned. The zoning of the majority of the property adjacent to NAS Patuxent River is zoned as DMX (Commercial and Mixed Use District).

2.4.4 LEGISLATIVE JURISDICTION: Exclusive Federal jurisdiction applies to the NAS Patuxent River, including the EUL property.

2.4.5 EASEMENTS AND ENCUMBRANCES: Site 2 is impacted by an easement with the Southern Maryland Electric Cooperative, Inc. (SMECO) for a main 69kV transmission line that runs along the eastern portion of the site. Offerors are responsible for determining and complying with all easements and encumbrances.

2.4.6 UTILITIES: SMECO provides electricity to St. Mary's County and would be the provider of electricity to the EUL sites. Natural gas is available from Washington Gas. Water and sewer are serviced on base. Wastewater is collected and pumped to the on-base Pine Hill Wastewater Pump Station and is serviced by the St. Mary's County Metropolitan Commission. Water is obtained by on-base wells that provide over 248 million gallons of water per year. The base has sufficient water capacity for future growth. However, the Navy does not guarantee the continued provision and/or sufficiency of any utility services provided. The Successful Offeror will be charged the Navy's established rate for water service. This rate is set annually by Navy policy and is not negotiable. This rate will also incorporate any life-cycle costs associated with the improvements. Wastewater is collected and pumped to the on-base Pine Hill Wastewater Pump Station and is serviced by the St. Mary's County Metropolitan Commission. If the Successful Offeror chooses to obtain utility services from the local utility provider, the Offeror must obtain separate utility connections and operating agreements with the individual providers. (See Appendix "C" for a description of current utilities infrastructure.)

2.4.7 BUILDING CODES: Construction on the Premises shall comply with the International Building Code, the International Existing Building Code, the International Residential Code, the International Energy Conservation Code, and ASHRAE Standards 62.1, 62.2 and 90.1. Construction on the Premises shall also comply with the appropriate National Fire Protection Association Standards then

in effect for the type(s) of occupancy proposed, or such other more-stringent fire-protection and life safety codes, if any, then in effect and adopted by the State of Maryland or St. Mary's County. Facilities constructed should also qualify for certification under the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) guidelines. Upon completion of exclusive negotiations, the Selected Offeror shall retain, at no cost to the Government, an independent construction consultant to provide construction supervision and quality assurance, for the benefit of the Government.

2.4.8 ANTI-TERRORISM / FORCE PROTECTION (AT/FP) REQUIREMENTS:

Construction on the Premises shall comply with all applicable standards from the UNIFIED FACILITIES CRITERIA (UFC) DoD MINIMUM ANTITERRORISM STANDARDS FOR BUILDINGS, 4-010-01.

2.4.9 SOUND ATTENUATION: Sites 1-5 are located within the 60-65 DNL or 65-70 DNL noise zones. Sound attenuation should be considered in the design of buildings proposed in the Development Plan.

2.4.10 TRAFFIC STUDY: The Selected Developer and the Navy will work together on any requirements for traffic mitigation to include: changes, upgrades or modifications to the gates, roadways, and traffic patterns. These plans will conform to optimal levels of service and environmental conditions. A traffic study will be conducted to determine the impact of traffic during peak and non-peak hours leading on to the base in and around the sites. This study will be conducted by an engineering firm that specializes in traffic and transportation engineering, studies and mitigation. The study will include but is not limited to traffic volume counts, sight distance and turning radius. The traffic study will outline detailed analysis of traffic considerations and subsequent recommendations for the proposed development.

2.4.11 PHYSICAL SECURITY REQUIREMENTS: Provisions for physical access control between the EUL sites and areas utilized for Navy research, development, test, evaluation and fleet support shall be considered during the Phase II period of exclusive negotiations with the Selected Developer. The estimated costs of establishing adequate physical restrictions to accessing sensitive areas will be factored into any business agreement between the Navy and the Selected Developer. The Navy may also temporarily or permanently restrict access to the leased property due to needs of national defense. (Force Protection Condition (FPCON) may prevent non-DoD personnel from gaining access to installation.) The government is not responsible to the Selected Developer for lost rent based on tenants' inability to gain installation access.

SECTION 3.0 - ENHANCED USE LEASE REQUIREMENTS AND BUSINESS ARRANGEMENTS

This Section identifies the Navy's primary leasing requirements and anticipated business arrangements associated with the prospective Lessee. Refer to Section 4.4 and Appendix "J" for specific items to be included in proposals.

3.1 SUMMARY OF LEASING PROCESS

Following selection of the Developer, the Navy and the Selected Developer will work together to produce a Business Plan. The Navy will work with the Selected Developer in preparing a Lease and other documents required to implement the Business Plan. An initial sample outline for contents of the Business Plan is as follows:

- A further description of the Navy's goals, concepts and objectives for the leasing arrangement and methods for meeting them;
- Sources of capital, including debt and equity, for the project;
- Overall leasing and development schedule;
- Roles and responsibilities of the Navy, NAS Patuxent River, and the Selected Developer, including a description of any anticipated partnership or joint ventures by the Selected Developer;
- Development plans and timelines, including facility drawings, site plans, etc;
- Documents required to comply with the National Environmental Policy Act (NEPA) and other applicable laws;
- Community relations plan;
- A detailed description of any opportunities identified during the planning process that cannot be accommodated by the current lease authority, and, if feasible, a plan for proceeding under an alternative authority; and
- The specific consideration to be provided to the Navy for the outleasing of the property.

The Selected Developer shall provide adequate and appropriate personnel resources during the period of exclusive negotiations in order to efficiently and expeditiously carry out the negotiations and preparation and development of the Business Plan and related documents.

The Selected Developer will prepare a draft of the Business Plan for review by the Navy and its advisors. The Navy will work with the Selected Developer to arrange for review by relevant stakeholders.

At the end of the planning stage, the Business Plan and supporting documents will be submitted to the Navy for review and approval.

For a complete discussion of the Phase II process see Section 5.3 of this RFQ.

3.2 LEASE PAYMENT PROVISIONS

A specific price proposal shall be submitted by the Selected Developer during Phase II with the Developer's draft Business Plan. Consideration to the Navy shall be no less than the fair market value of the Developer's leasehold interest in the leased Premises. Consideration may be in the form of cash rental and/or "in-kind" consideration. The Navy will determine the precise form of the consideration to be provided. The Selected Offeror will not be paying the Navy a consultant's fee, transactional fee, or other similar fee. The proposed Business Plan must show how the rent and/or in-kind consideration proposed will benefit the Navy over the term of the Lease. Details regarding these payments will be provided in the Business Plan. The Navy requires that in-kind consideration be contributed to an interest bearing In-Kind Consideration Account (ICA) that will be created in association with this EUL project. The ICA is an escrow account established by the Selected Developer that can be used to obtain goods or services at a later date when the Navy's needs are better understood or when sufficient funds have been accumulated in the ICA. All interest on deposits in the ICA shall accrue to the benefit of the Navy in the form of additional In-Kind Credits available for the use of the Navy. Examples of "in-kind" consideration include small or large construction projects, repair or improvement to existing NAS Patuxent River facilities, and/or maintenance services. When the Navy has decided on the specific "in-kind" consideration to be delivered, the Lessee (Selected Developer) may be requested to accomplish and complete the tasks or projects identified.

3.3 USE RESTRICTIONS

See Appendix "F" for a list of prohibited uses and activities.

3.4 DESIGN

Any improvements or alternations shall promote compatibility of activities and design within and surrounding the property, and shall provide for efficient vehicular and pedestrian ingress and egress.

3.5 UTILITIES AND SUPPORT SERVICES

The Developer will be responsible for coordination of all utilities and support services used in the operation and management of the leased property. Utility lines are available within the vicinity of the site. The Developer will be responsible, at its cost, for connecting with existing utility lines. The Navy is capable of providing water service to the EUL project site. Such service shall be metered and the Developer will be responsible for paying the Navy for such service at rates to be established by the Navy District Washington. The Navy does not guarantee the continued provision and/or sufficiency of any utility services provided.

The Navy does not provide electric power, sewage disposal and treatment, natural gas service, or communications service to the site. The Developer shall be responsible for procuring such services as it may require directly from the service providers. The Developer will need to coordinate with the Navy to obtain approval for utility connections that cross Navy land not included in the lease agreement. SMECO provides electricity to St. Mary's County and would be the provider of electricity to the EUL sites. Natural gas is available from Washington Gas.

Wastewater is collected and pumped to the on-base Pine Hill Wastewater Pump Station and is serviced by the St. Mary's County Metropolitan Commission. Any associated costs for such services are the financial responsibility of the Developer.

The Navy does not provide refuse removal or recycling collection at the site. Local government or other third party refuse and recycling services may be available. Any associated costs for such services are the financial responsibility of the Developer.

The Navy's intent is to provide first responder (police, fire protection) services to the EUL project site. The Developer will be responsible for paying the Navy for such services at rates to be established by the Navy District Washington.

3.6 PROPERTY MAINTENANCE/MANAGEMENT

The Developer will have responsibility for all property maintenance and management items throughout the life of the project. The Business Plan shall establish provisions for management of operations on the property, including property management, facilities maintenance, capital repair and replacement, environmental management, historic preservation, community relations, and any commercial activities. The Business Plan shall describe the approach to day-to-day operations and long-term stewardship of the property, and shall demonstrate the means for ensuring compliance with all applicable laws, regulations, codes, standards, and criteria.

3.7 ENVIRONMENTAL CONSIDERATIONS

Prior to the execution of a lease, the Developer shall prepare, in cooperation with the Navy, an Environmental Assessment (EA) or other appropriate environmental documentation for its proposed project. If the Developer uses a contractor to prepare the EA or other appropriate environmental documentation, the Navy must approve the contractor. The EA or other appropriate environmental documentation must comply with all applicable requirements under the National Environmental Policy Act (NEPA), including without limitation, relevant DoD and Navy policies. The Navy has final approval regarding the adequacy of the prepared NEPA documentation. Any proposed use shall limit and mitigate any adverse environmental impact to the greatest extent practical. The prospective Developer must demonstrate a full understanding of the potential environmental consequences associated with its proposal, take into account the time and cost implications of applicable environmental compliance activities, and be willing to fund any necessary studies and reviews beyond those already funded by the Navy as may be required to ensure adequate review of environmental implications. Should the EA or other appropriate environmental documentation result in a finding of significant impact, additional study and effort by the selected Developer, at its cost, would be required before a Navy decision was possible to proceed with execution of a Lease or not to proceed with execution of a Lease. The prospective Developer must also address at their own expense the abatement, removal, disposal and remediation of any hazardous materials present at the EUL sites, including adherence to applicable Federal standards for such removal and disposal work, as well as other required mitigation. The selected Offeror shall also be responsible, at its cost, for obtaining its own clean-air permits, hazardous waste license, and similar State and local permits which may be applicable to the proposed private development of the EUL site.

3.8 CONSERVATION

Any proposed use shall incorporate pollution prevention, energy, and water conservation initiatives into all facilities and activities where practicable or as required by local or State regulations or guidelines. Such initiatives shall include provisions for: waste reduction and waste management; energy efficiency and energy conservation; waste resource conservation and management; and recycling and reuse.

3.9 TAXES

The selected Developer shall be independently responsible for any and all taxes or assessments that may be levied against its leasehold interest or against its activities or operations on the property.

3.10 INSURANCE REQUIREMENTS

The selected Developer shall ensure appropriate insurance is in place for the property. Appendix “H” provides additional information on insurance requirements.

3.11 APPROPRIATIONS

No appropriations have been provided for the design, construction, marketing, leasing, or operation of this project. Nor does the Government contemplate the expenditure of appropriated funds for such purposes.

SECTION 4.0 - PROPOSAL SUBMISSION INSTRUCTIONS

4.1 PROVISIONS

Offerors are required to comply with the following instructions while developing their proposal. Where instructions, conflicts, and no order of precedence are specified, the most stringent requirement applies. A reference to, or direction to comply with, a particular Section shall include, as appropriate, all subsections thereunder. Oral explanations or instructions given before the signing of the Lease will not be binding. Any written information concerning the proposal given to any prospective Offeror will be furnished promptly to all other prospective Offerors. If the information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offeror, the information shall be furnished as an amendment to this RFQ. By submitting a proposal, the Offeror agrees to provide non-discrimination and Civil Rights assurances if applicable.

Additional provisions the Offeror should note include:

- The information provided by the Offeror may be used by the Navy to conduct a comprehensive background and credit check.
- The Selected Developer will provide the facilities and services to the Navy as agreed upon in the Business Plan.

- The Offeror may joint venture with another party. A joint venture (team arrangement) shall meet the following requirements:
 - ◆ All proposals submitted by joint ventures must include an original of the executed joint venture agreement.
 - ◆ Parties to the joint venture must sign the proposed Lease or Leases, as agreed to in the Business Plan. In the case of corporations that are joint venture entities, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, prior to Lease award. The joint venture must also provide a certificate, which identifies a single point of contact, i.e., a principal representative (by name) of the joint venture for purposes of resolution of lease matters and payment issues.
- Alvarez & Marsal Real Estate Advisory Services LLC (“A&M REAS”) is serving as an advisor to the Navy on this project (and has recused itself from the competition). Each Offeror must certify they are not currently using nor have they used A&M REAS, or any of its subcontractors or affiliates, or any other contractor for or advisor to the Navy on this project (hereinafter collectively referred to as a “Prohibited Participant”) to assist in the preparation of any proposal related to this project. A “no-conflict-of-interest” certification to be executed by the Offeror and returned with its proposal is included as Appendix “I”.

4.2 AMENDMENTS TO THE RFQ

This RFQ may be amended by a formal amendment document, letter, or facsimile. If this RFQ is amended, then all terms and conditions, which are not modified, remain unchanged. Offerors shall acknowledge receipt of any amendments to the RFQ by the date and time specified in the amendment(s). Acknowledgement shall be made by signing and returning the amendment(s), or sending a letter or electronic acknowledgement.

4.3 ORAL PRESENTATIONS

If any oral presentation is required, it shall be limited to 60 minutes. During the oral presentation, Offerors should be prepared to provide information concerning any aspect of the written proposal submitted. At the conclusion of the oral presentation, Offerors should plan on approximately 30 additional minutes to respond to questions. Offerors should be prepared to provide a pictorial representation of the project concept through the use of renderings, sketches, photomontages, or other types of graphic media. The visual media will be used for illustrative purposes only and is not expected to be an exact or detailed representation of the project concept. The Offeror will be responsible for providing all required equipment. The Offeror should bring ten (10) complete hard copy sets and one electronic file media (CD or DVD) of all overheads and any other handouts to the oral presentation. As applicable, the time and date for presentation will be scheduled individually with the Offerors after the written proposals have been submitted and evaluated.

4.4 PROPOSAL CONTENTS AND FORMAT

Appendix “J” to this RFQ identifies the information Offerors shall provide as part of their Phase I proposal and the formatting requirements.

4.5 SUBMISSION OF PROPOSALS

Proposals are due at 5:00 PM Eastern Time on the date and at the address specified below. The words “**Request For Qualifications No. N40080LO10335**” must appear clearly and legibly on the Proposal package. In addition, the sealed package should be labeled with the Offeror’s name, address, contact person, and time specified for the receipt.

Proposals must be received No Later Than:

Time: 5:00 p.m. (Eastern Time)

Date: August 30, 2010

Ten (10) copies and one signed original of the Proposal, plus one electronic copy, shall be submitted in sealed packages addressed to:

Naval Facilities Engineering Command, Washington
ATTN: Ms. Debbie Moomey
Real Estate Contracting Officer
Asset Management
1314 Harwood Street, SE
Building 212
Washington Navy Yard, DC 20374-5018

Electronic, telegraphic, or facsimile offers and modifications will not be considered without express prior written authorization of the Real Estate Contracting Officer.

Any submission received after the time and date specified above will be rejected and returned to the sender unopened.

SECTION 5.0 - SOURCE SELECTION

5.1 EVALUATION FACTORS

The evaluation factors for Phase I are identified below. Factor 1, Offeror’s Relevant Experience, Including Past and Present Performance, and Factor 2, Offeror’s Financial Strength, are of the greatest importance and are approximately equal in importance. Factor 3, Achievement of Navy Goals, Concepts and Objectives, Factor 4, Offeror’s Development Plan, and Factor 5, Demonstrated Maintenance and Management Capability, are of lesser importance than Factors 1 and 2 but are more important than Factors 6, 7, and 8 and are approximately equal in importance to each other. The remaining three (3) factors (Factors 6-8) are approximately equal in importance and are of lesser importance than Factors 1-5. Sub-Factors, when identified, are approximately equal in importance within that Factor.

The Evaluation Factors and component Sub-Factors are as follows:

Factor No. 1 Offeror's Relevant Experience, Including Past and Present Performance

- (a) Relevant Project Experience
- (b) Past and Present Performance

Factor No. 2 Offeror's Financial Strength

Factor No. 3 Achievement of Navy Goals, Concepts and Objectives Capability

Factor No. 4 Offeror's Development Plan

- (a) Understanding of Anticipated Design and Construction Elements
- (b) Risk Mitigation
- (c) Understanding of Relocation/Replacement Requirements, including Hazardous Materials for Navy/Government Tenants

Factor No. 5 Demonstrated Maintenance and Management Capability

Factor No. 6 Capability/Qualifications for Development of the Business and Leasing Plan

- (a) Staffing Plan
- (b) Qualifications of Key Personnel

Factor No. 7 Marketing Plan

Factor No. 8 Ability to Effectively Manage Community Relations

5.2 FOCUS OF INDIVIDUAL EVALUATION FACTORS

RELEVANT EXPERIENCE, INCLUDING PAST AND PRESENT PERFORMANCE: This factor considers the extent of the Offeror's corporate and key personnel experience in successfully developing major construction projects especially in the design, construction, operations, and maintenance of the EUL facility. The Navy's evaluation may consider information about other projects performed by the Offeror and identified through any and all means (relevant and recent), including but not limited to customer surveys and comments from Government agencies.

FINANCIAL STRENGTH: This factor considers the extent of the Offeror's capability to finance large, complex projects, especially under a leasing arrangement as well as the Offeror's strategy to secure financing.

ACHIEVEMENT OF NAVY GOALS, CONCEPTS AND OBJECTIVES: This factor considers the extent to which the Offeror's approach indicates the understanding of the Navy's goals, concepts and objectives, as described in Section 1.5 of this RFQ, and a realistic approach to accomplishing them.

DEVELOPMENT PLAN: This factor will be used to evaluate and demonstrate that the Offeror has a clear understanding of the anticipated design and construction elements of the project; including the phasing of the proposed Development Plan, traffic mitigation plan, relocation plan, and the removal, remediation and mitigation of any hazardous materials present in significant quantities in the Premises (if applicable). This factor also will be used to evaluate and demonstrate that the Offeror has a strategy to mitigate any risks to the performance of its proposed Development Plan.

MAINTENANCE AND MANAGEMENT CAPABILITY: This factor considers the Offeror's capability to understand and address the project's maintenance and management responsibilities including maintenance, repair, operations, and management experience. This feature is critical to the development's long-term viability.

CAPABILITY/QUALIFICATIONS TO DEVELOP BUSINESS AND LEASING PLAN: This factor considers the extent of the Offeror's corporate and key personnel capability and qualifications to develop the Business and Leasing Plan, the extent to which the Offeror is planning to commit key staff and other resources to the project and to development of the Plan, and the extent to which its key personnel have worked together as a team on projects of the same or greater, financial magnitude and on projects of the same nature.

MARKETING PLAN: A project of this scope will require significant marketing to potential users. Offerors should recognize that the project is solely a commercial venture and not dependent on the provision of services to any Navy/NAS Patuxent River identified users. This factor will be used to evaluate and demonstrate (1) that the Offeror has an understanding of the type of uses for the Premises which are consistent with Navy goals and objectives; and (2) that the Offeror has a feasible plan to identify an experienced and capable end-user for the Premises.

ABILITY TO EFFECTIVELY MANAGE COMMUNITY RELATIONS: This factor considers the extent of the Offeror's experience in dealing with community relations in successfully completing major developments.

5.3 PHASE II

The Offeror invited to participate in the Phase II period of exclusive negotiations will be required to submit a written technical and financial proposal which reflects the availability and amount of funding and project requirements, objectives, and priorities. The proposal shall fully describe the physical characteristics and design of the proposed development; the financing plan proposed to implement the development; the plan proposed to operate, manage and maintain the development over the term of up to 50 years; the schedule proposed for achieving key milestones in the development process, and the financial compensation to be provided to the Navy. The Developer's Phase II proposal shall propose the specific length of the business arrangement and the Lease.

The Offeror shall submit for Navy review a draft Business and Leasing Plan (the Business Plan) covering the leasing and development of the Premises. The Business Plan shall include both a detailed design plan for the proposed project and a price proposal detailing the specific cash and/or in-kind consideration to be paid to the Navy. Such consideration shall be not less than the appraised fair market value of the Developer's leasehold interests in the Premises.

The Navy and Developer will work together to develop a final Business Plan for approval by Navy Headquarters. The Developer will be expected to thoroughly, creatively, and professionally identify issues, analyze solutions, and determine entrepreneurial processes to ensure successful implementation of the Business Plan. The Developer will be expected to provide a Local Site Manager to serve as the Developer's primary point of contact during the development phase. The Local Site Manager shall be empowered to take all actions, including but not limited to corrective action, as necessary to effectively monitor site development.

Upon final approval of the Business Plan by the Navy, a real estate lease (the Lease), with subordinate agreements and other associated instruments as necessary, will be negotiated by the Navy and the Developer to implement the Business Plan. The Lease shall include relevant characteristics of the development, define all terms and conditions, schedules, and financial arrangements between the parties, and shall include the FAR Provisions and Mandatory Clauses Required by Federal Law (see Appendix "K" hereto).

Phase II negotiations may result in terms and conditions which differ from the terms and conditions originally submitted. This does not mean that a new offer has been submitted as the basic framework of the original offer shall remain the same.

The decision to implement the Business Plan will be made solely by the Navy at its discretion. In the event the Navy and the selected Developer cannot agree on a Business and Leasing Plan, implementing Lease or other required documents, or if the Business Plan is not accepted by Navy Headquarters, the Navy, at its sole option, may terminate negotiations with the selected Developer and direct the Developer to cease all work on the project.

If the selected Developer's participation in the project is terminated, the Navy shall not be responsible for the payment of any fees or have any liability to the Developer for the Business Plan or work product generated in developing the Business Plan. Additionally, the Navy shall have the right, at no cost to itself, to make full use of the Business Plan and to proceed to negotiate and work with a replacement Developer.

SECTION 6.0 - EVALUATION OF PROPOSALS

6.1 SOURCE SELECTION

It is the intent of the Navy that after a thorough review and evaluation of all compliant proposals received, a single Offeror will be selected for the exclusive negotiation of a Business and Leasing Plan. The Developer to be selected for the period of exclusive negotiations will be that Offeror whose proposal provides the best overall value to the Navy and is determined to be most

advantageous to the Navy; provided, however, that the Navy may at its option, and without any liability, choose to reject any and all proposals without a requirement for justification. Selection of an Offeror for negotiation of a Business and Leasing Plan will be based on an objective best overall value determination considering the information submitted in response to the RFQ. The Offeror selected for Phase II must be determined to be financially capable and otherwise responsible within the meaning of FAR 9.104-1.

6.2 EVALUATION PROCESS

A Navy evaluation team comprised of civilian employees of the Navy and uniformed military personnel will evaluate each proposal. The team will determine the overall value of the proposal to the Navy and the potential for meeting the goals of the leasing arrangement, in accordance with the evaluation factors previously stated. Therefore, the proposal should contain all information that the Offeror deems is needed by the Navy to make a selection. Proposals will be evaluated on their own merit, independently and objectively. While the Navy does not intend to meet with Offerors regarding revisions to their proposals prior to any oral presentations, the Navy may contact Offerors to clarify certain aspects of their proposal or to correct clerical errors.

The information submitted in the Offeror's written proposal will be reviewed by the evaluation team prior to any oral presentation. This will allow the team members time to become familiar with the Offeror's experience, project approach and financial elements, and to generate questions that may be posed in anticipation of any oral presentation. The Navy reserves the right to form a basis for determining a competitive range before or after any oral presentations. After the final evaluation of the proposals the Navy will select the Offeror whose proposal is determined to offer the best overall value to the Navy and to be most advantageous to the Navy.

Selection will be based on an integrated assessment of the evaluation factors and evaluation ratings set forth in Sections 5.0 and 7.0, respectively, of this RFQ. Upon selection of an Offeror, the Navy and the Selected Offeror/Developer will commence work, as outlined in this RFQ, on the Business Plan with the intent to enter into a leasing arrangement.

6.3 INELIGIBILITY

The following persons (including entities) are ineligible to be an Offeror or a team member of an Offeror or otherwise participate in the Project (including as a contractor, subcontractor, or professional): (a) any person that has been debarred or suspended from doing business with Navy; (b) any person that is listed on the most current "Excluded Parties List System" published by the U.S. General Services Administration at <http://epls.arnet.gov/>, as updated from time to time; (c) any person who poses a security or safety risk, as determined by the Secretary of State, including but not limited to any person who either represents a country, or is a member of or provides political, financial, or military support to a group, that is listed in the most current "Patterns of Global Terrorism" report, issued by the Secretary of State in compliance with 22 U.S.C. § 2656f(a), available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402 and also available at http://www.state.gov/www/global/terrorism/annual_reports.html; and (d) any person who is subject to a criminal indictment or information for a felony in any U.S. court. Navy reserves the

right to require any participant in the Project to confirm that it is not ineligible under the foregoing criteria.

SECTION 7.0 - EVALUATION RATINGS AND RISK ASSESSMENTS

After each technical factor is rated, each technical proposal will receive an overall rating of Exceptional, Good, Satisfactory, Marginal, or Unsatisfactory.

For each Evaluation Factor proposal risk and performance risk will also be evaluated. The “proposal risk” assessment shall identify and assess the risks associated with an Offeror’s proposal as it relates to meeting the RFQ requirement. The “performance risk” assessment shall assess the Offeror’s qualifications, experience and present and past work record to determine confidence in the Offeror’s ability to successfully perform its proposal.

SECTION 8.0 - SPECIAL CONDITIONS AND LIMITATIONS

8.1 ACQUISITION REQUIREMENTS

This RFQ and any subsequent lease are not governed by the Federal Acquisition Regulations (“FAR”). However, certain FAR provisions have been incorporated into this RFQ for administrative convenience and/or to comply with Federal law. Appendix “K” identifies such FAR provisions.

8.2 MANDATORY CLAUSES

Offerors shall consider the Mandatory Clauses Required by Federal Law (identified in Appendix “K”) during preparation of their proposal. These clauses shall become part of the Lease and shall flow through to sub-lease agreements, as applicable.

8.3 NO OBLIGATION

While the Navy intends to enter into a Lease with an Offeror selected through the process set forth in this RFQ, the Navy is under no obligation to do so. The Navy reserves the right to cancel this RFQ at any time, or to reject any and all submissions prepared in response to this RFQ.

8.4 HOLD HARMLESS

By participating in the RFQ process, Offerors agree to hold the United States of America its officers, employees, and advisors harmless from all claims, liabilities, and costs related to all aspects of this RFQ. Under no circumstances shall the United States of America be liable for any “bid and proposal” costs, real estate brokerage commissions, finder’s fees, or other forms of compensation related in any way to activities undertaken by any person as a result of the submission of the RFQ proposal.

8.5 WAIVER

The Navy reserves the right to waive informalities and minor irregularities in offers received if it is determined that it is in the best interest of the Government to do so.

8.6 NAVY-FURNISHED INFORMATION

The Navy does not warrant the accuracy of any site-related information provided. Site-related information furnished by the Navy and/or its representatives in support of this RFQ shall be considered as informational only. Such information may include historical utilities usage quantities, locations and capacities of existing utility systems, technical reports and studies, building conditions reports, or other technical information intended to support the Offerors' development applications. Offerors are expected to verify all site related information provided by the Navy to avoid unforeseen costs.

8.7 DAVIS-BACON WAGE REQUIREMENTS

Davis-Bacon wage requirements may apply depending on the nature of the work on the property. The Lessee will be responsible for compliance (40 U.S.C. 276a et seq.). Davis-Bacon prevailing wage requirements usually apply to public buildings and public works. As a matter of Government policy, the provisions of the Davis-Bacon Act will be applicable to the initial rehabilitation, development, and/or construction of the Premises.

SECTION 9.0 - POINT OF CONTACT FOR INFORMATION AND CLARIFICATIONS

All questions, clarifications and general information requests shall be submitted in writing to:

Office	Name	Address	Phone, Fax & E-mail
Naval Facilities Engineering Command, Washington	Ms. Debbie Moomey, Real Estate Contracting Officer, Asset Management	1314 Harwood Street, SE Building 212 Washington Navy Yard, DC 20374-5018	Phone: (202) 685-3069 Fax: (202) 685-3350 E-mail: deborah.moomey@navy.mil

APPENDIX A
DRAFT REQUEST FOR QUALIFICATIONS No. N40080LO10335
ENHANCED USE LEASE AT NAS PATUXENT RIVER, LEXINGTON PARK, MD

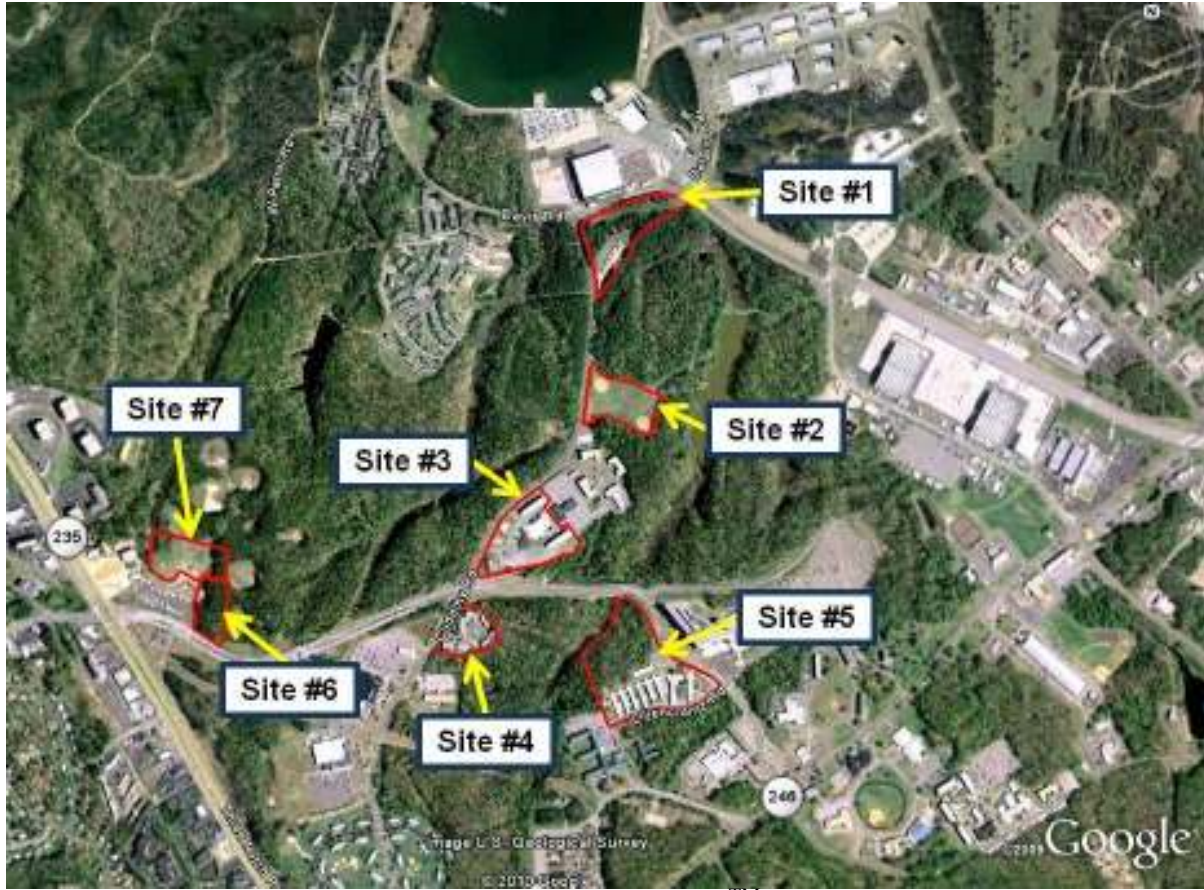
PROPERTY AND VICINITY MAPS OF THE NAS PATUXENT RIVER EUL SITES

The accompanying maps are provided for illustrative purposes only. A legal metes and bounds survey has not been prepared. The sites comprise approximately 45.3 acres located on the western portion of the NAS Patuxent River. Below is an aerial diagram illustrating the general area of the EUL sites.



Source: Google Earth™

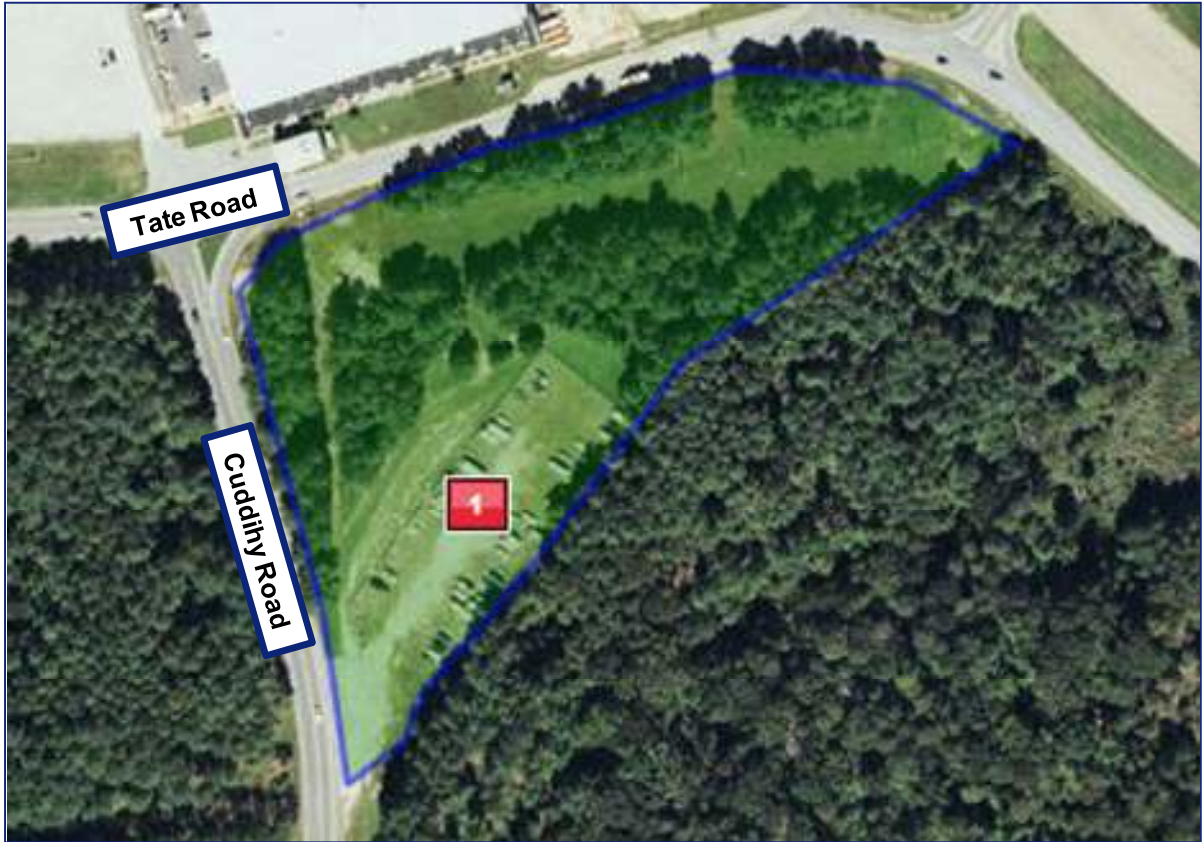
Below is an aerial diagram showing the defined area of each EUL site.



Source: Google Earth™

Site #1

Site #1 is an approximately 7.1 acre parcel located on the eastern side of Cuddihy Road near its intersection with Tate Road. Site #1 includes an unpaved storage lot where boats and trailers are currently parked. Use of the site will require an offeror to provide replacement of the unpaved storage lot. Below is an aerial diagram of Site #1.



Source: Bing™

Site #2

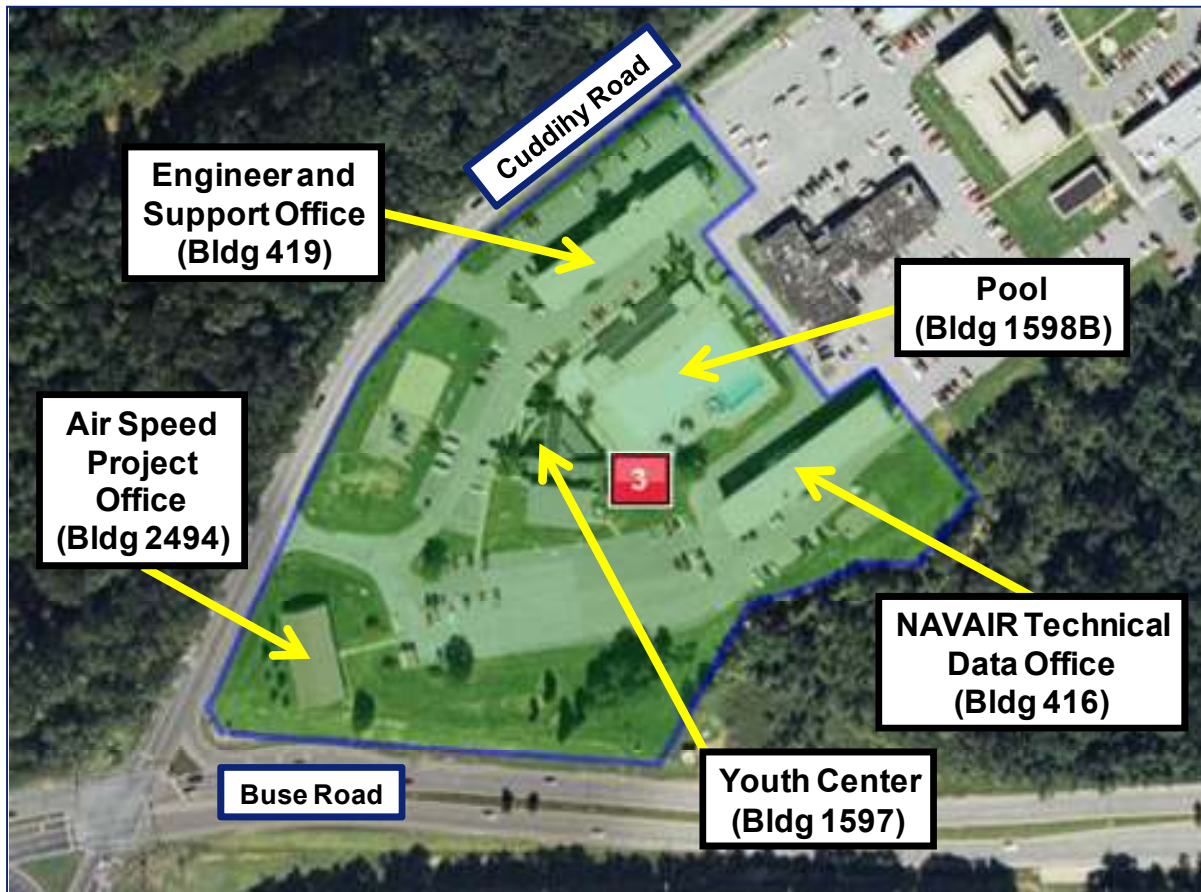
Site #2 is an approximately 4.95 acre parcel located on the eastern side of Cuddihy Road, halfway between Buse Road and Tate Road. Site #2 includes two ball fields that are surrounded by steep slopes and wetlands. The site also has a utilities easement for power lines along the eastern portion of the site. Use of the site will require replacement of the two ball fields. Below is an aerial diagram of Site #2.



Source: Bing™

Site #3

Site #3 is an approximately 8.99 acre parcel located at the northeast corner of Buse Road and Cuddihy Road. Site #3 includes a Youth Center, a pool, and administrative buildings. Use of the site will require an offeror to provide replacement facilities. Below is an aerial diagram of Site #3.



Source: Bing™

Site #4

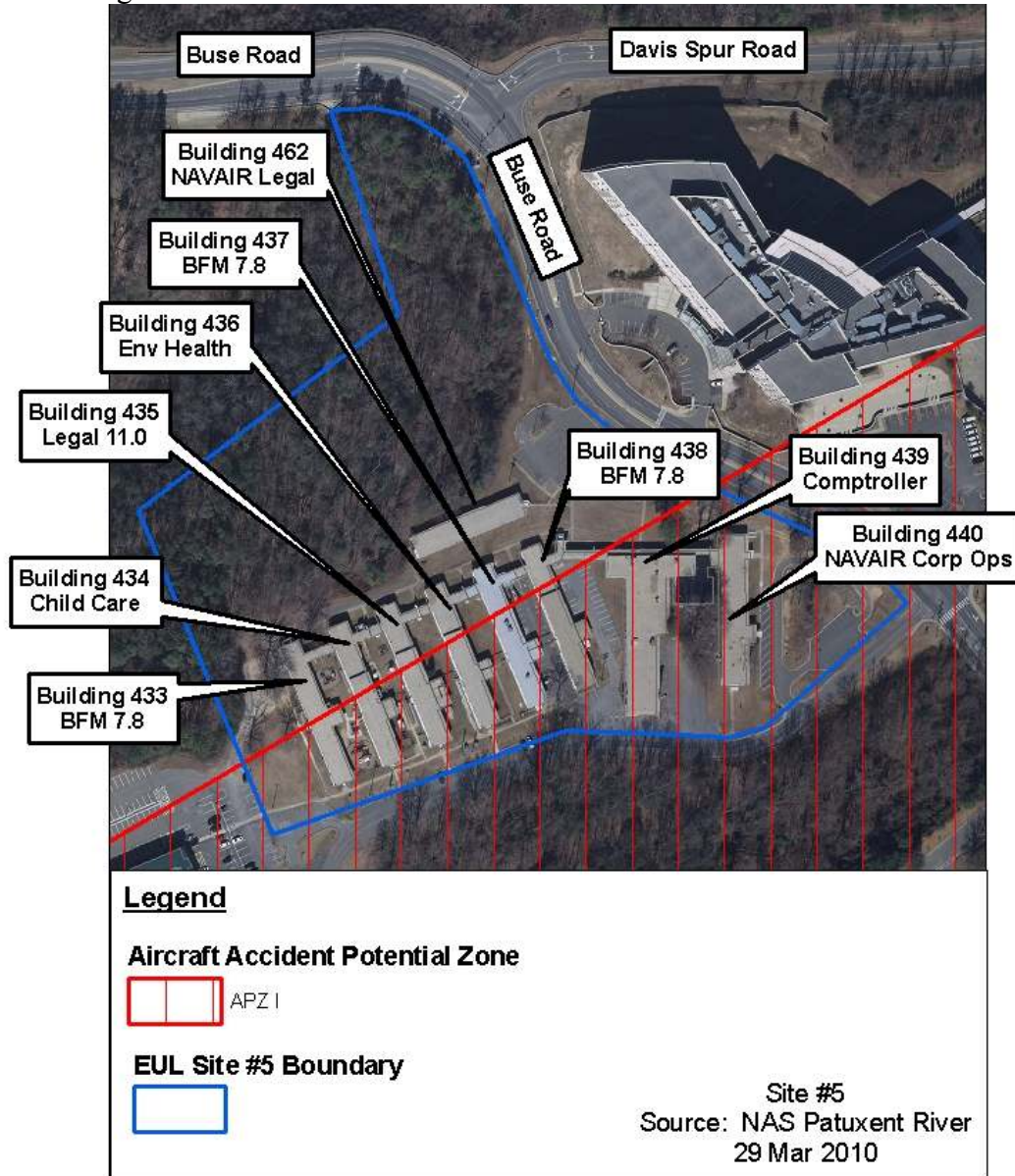
Site #4 is an approximately 3.27 acre parcel located at the southeast corner of Buse Road and Cuddihy Road. Site #4 includes the Chaffee Court quarters (Buildings 1600-1605), a PPV housing area that will be demolished by Lincoln Military Housing in 2010. Demolition is scheduled to be complete by August 2010. Below is an aerial diagram of Site #4.



Source: Bing™

Site #5

Site #5 is an approximately 13.22 acre parcel located on the western side of Buse Road across from the NAVAIR IPT Building (Building 2272). Site #5 includes nine administrative buildings. Use of the site will require the offeror to provide replacement facilities. Below is an aerial diagram of Site #5.



Site #6

Site #6 is an approximately 3.26 acre parcel located near the Gate 1 entrance east of a static aircraft display. Below is an aerial diagram of Site #6.



Source: Bing™

Site #7

Site #7 is an approximately 4.52 acre located near the Gate 1 entrance north of a static aircraft display. Below is an aerial diagram of Site #7.



Source: Bing™

APPENDIX B
DRAFT REQUEST FOR QUALIFICATIONS No: N40080LO10335
ENHANCED USE LEASE AT NAS PATUXENT RIVER, LEXINGTON PARK, MD

DESCRIPTION OF PRINCIPAL IMPROVEMENTS

Site #1

Site #1 includes an unpaved lot that is known as the Housing Boat Compound Storage. The site is currently used for parking for boats and campers and is operated by MWR. The site is fenced. Wetlands surround the site to the north, east, and south, creating a U shape. If the project were to occur within 100' of the wetland indicated on GIS, a wetlands delineation would be required. The very northern tip of the site is in the critical area (1000' buffer). Any tree removal in that area would require mitigation at a 1:1 ratio. The site is not impacted by an easement. Replacement requirements include a flat surface area with fenced compound and front locked gate. A prospective Offeror interested in Site 1 must propose as part of its Development Plan a plan for relocation of the unpaved storage lot to an acceptable alternate location within one or more of the seven sites identified in this solicitation or another location within the boundaries of NAS Patuxent River. Below is a photo of Site #1.



Photo of unpaved lot on Site 1

Site #2

Site #2 includes two playing fields that serve as the main playing fields at NAS Patuxent River. The fields are currently operated by MWR and are in good condition. Wetlands are located to the north of the ball fields. If construction were to occur within 100' of wetlands indicated on GIS, a wetlands delineation would be required. The site is also impacted by an easement with the Southern Maryland Electric Cooperative, Inc. (SMECO). The easement is for a main 69kV transmission line that serves Substation #1, located on Millstone Road. The transmission lines are owned and operated by SMECO. Relocation of the transmission line is subject to SMECO and Navy mission requirements. Replacement requirements for the site include a flat surface area with regulation playing fields. A prospective Offeror interested in Site 2 must propose as part of its Development Plan a plan for relocation of the two ball fields to an acceptable alternate location within one or more of the seven sites identified in this solicitation or another location within the boundaries of NAS Patuxent River. Below is a photo of Site #2.



Source: NAS Patuxent River

Site #3

Site #3 includes the following facilities: Building 1597 (Youth Center), Building 1598 (MWR Bath House), 1598B (MWR Pool), Building 416 (NAVAIR Technical Data Office), Building 419 (Engineering Support Office), and Building 2494 (Air Speed Project Office).

The following are the building areas for each facility: Youth Center: 7,637 SF; MWR Bath House: 4,866 SF; Pool: 12,500 SF; NAVAIR Technical Data Office: 17,197 SF; Engineering Support Office: 17,592 SF; and Air Speed Project Office: 5,500 SF. The pool is a 50-meter, eight-lane Olympic-size outdoor pool.

The Youth Center and pool are used by Active-duty, retired military, reserves, DOD employees and Civilian Recreation Association membership. Buildings 416, 419, and 2494 are general administrative offices. The facilities were built in 1976 and are in good condition. The site is not impacted by an easement. Replacement of facilities is required if an offeror redevelops the site. A prospective Offeror interested in Site 3 must propose as part of its Development Plan a plan for relocation of the impacted facilities to an acceptable alternate location within one or more of the seven sites identified in this solicitation or another location within the boundaries of NAS Patuxent River. Below is a photo of the pool.



Photo of Olympic-size pool



Photo of Building 416



Photo of Building 419

Site #4

Site #4 includes the Chaffee Court quarters that will be demolished by Lincoln Military Housing in 2010 and the land returned to the Navy. Demolition is scheduled to be complete by August 2010.

The site is not impacted by an easement. There is a small stream/creak located just to the east of the site. If the project were to occur within 100' of the stream, a wetlands delineation would be required. Replacement of facilities is not required.

Site #5

Site #5 includes the following facilities: Building 433 (DIFMS Office Space), Building 434 (Child Care Center), Building 435 (NAS Counselor's Office), Building 436 (Environmental Health Center), Building 437 (NAS Business and Finance Management Office), Building 438 (CAAC/ARD Office), Building 439 (Comptroller), Building 440 (NAVAIR Corporate Operations), and Building 462 (Hospital Administrative Office).

The following are the building areas of each facility: Building 433: 6,845 SF; Building 434: 7,496 SF; Building 435: 8,063 SF; Building 436: 6,946 SF; Building 437: 7,439 SF; Building 438: 7,212 SF; Building 439: 21,897 SF; Building 440: 8,682 SF; and Building 462: 5,856 SF. Buildings 433-438 were built in 1943. Buildings 439-440 were built in 1944. Building 462 was built in 1948. Building 437 was renovated in 2009.

The site is not impacted by an easement. Wetlands occur northwest of the site. If construction were to occur within 100' of the wetlands, a wetlands delineation would be required. Replacement of facilities would be required. A prospective Offeror interested in Site 5 must propose as part of its Development Plan a plan for relocation of the impacted facilities to an acceptable alternate location within one or more of the seven sites identified in this solicitation or another location within the boundaries of NAS Patuxent River. Below is a photo of Building 433.



Photo of Building 433

Below is a photo of Building 462.

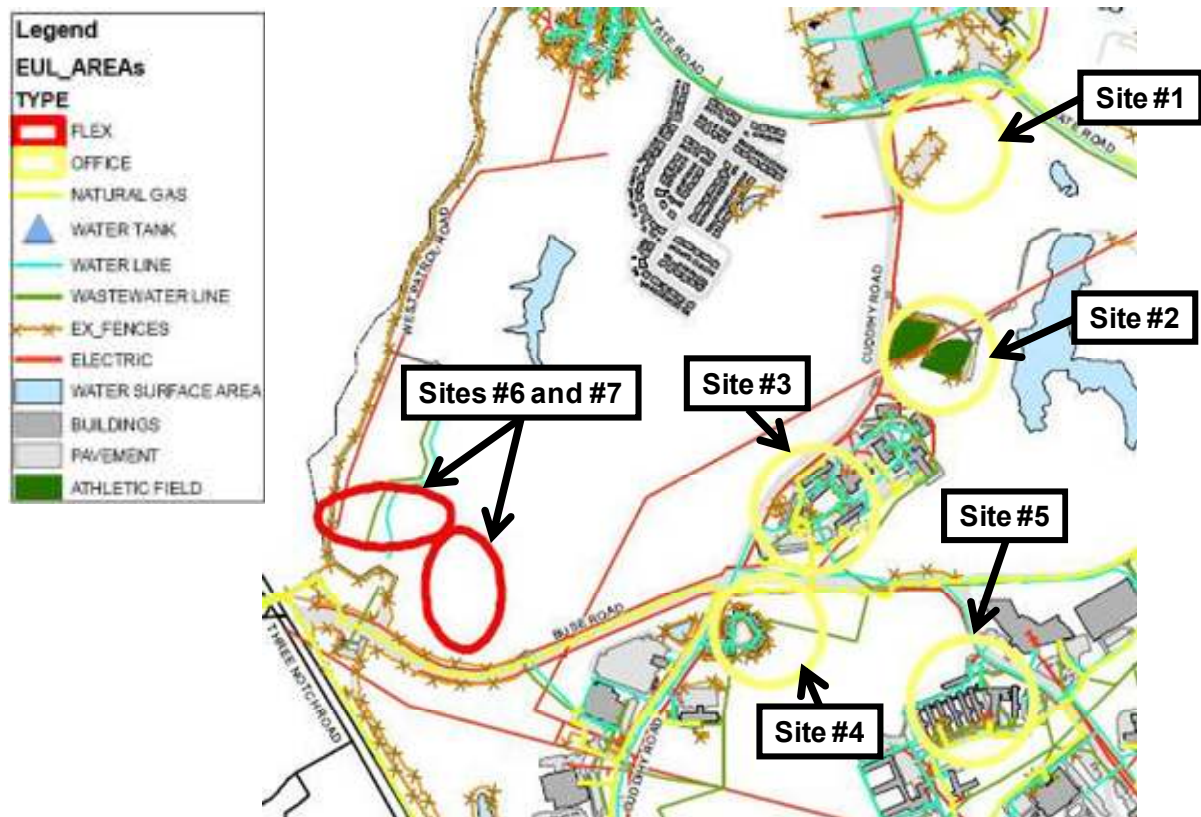


Photo of Building 462

APPENDIX C
DRAFT REQUEST FOR QUALIFICATIONS No: N40080LO10335
ENHANCED USE LEASE AT NAS PATUXENT RIVER, LEXINGTON PARK, MD

UTILITIES DIAGRAM

Below is a diagram illustrating utilities available at or near the EUL sites.



Source: NAS Patuxent River

APPENDIX D
DRAFT REQUEST FOR QUALIFICATIONS No: N40080LO10335
ENHANCED USE LEASE AT NAS PATUXENT RIVER, LEXINGTON PARK, MD

EUL SITE RELOCATION REQUIREMENTS

Site #1

The site is currently used for boats and campers and is operated by Morale, Welfare and Recreation (MWR). Replacement requirements include a flat surface area with fenced compound and front locked gate. A prospective Offeror interested in Site 1 must propose as part of its Development Plan a plan for relocation of the unpaved storage lot to an acceptable alternate location within one or more of the seven sites identified in this solicitation or another location within the boundaries of NAS Patuxent River.

Site #2

The site is currently used as a main playing field at NAS PAX River and is operated by MWR. The replacement requirements include a flat surface area with regulation playing fields. A prospective Offeror interested in Site 2 must propose as part of its Development Plan a plan for relocation of the two ball fields to an acceptable alternate location within one or more of the seven sites identified in this solicitation or another location within the boundaries of NAS Patuxent River. The site is impacted by an easement with Southern Maryland Electric Cooperative Inc. (SMECO). SMECO is a provider for all utilities at NAS PAX under a PPV. Relocation of the easement is subject to SMECO's, Navy Mission and Real Estate Requirements.

Site #3

The site is currently used as a youth center area which includes a bath house and pool. The pool is also used by active-duty, retired military, reserves, DOD employees and Civilian Recreation Association membership. Facilities 416, 419, and 2494 are general administrative offices.

A prospective Offeror interested in Site 3 must propose as part of its Development Plan a plan for relocation of the impacted facilities on Site 3 to an acceptable alternate location within one or more of the seven sites identified in this solicitation or another location within the boundaries of NAS Patuxent River.. The lessee of Site 3 will be responsible, at its cost, for meeting the relocation requirements set forth in this Appendix D.

Site #4

The site currently includes 28 homes to be demolished in 2010. Replacement of facilities is not required.

Site #5

The site includes the following administrative buildings (tenant, space requirements): Building 433 (DIFMS Office Space, 6,845 SF), Building 434 (Child Care Center, 7,496 SF), Building 435 (NAS Counselor's Office, 8,063 SF), Building 436 (Environmental Health Center, 6,946 SF), Building 437 (NAS Business and Finance Management Office,

7,439 SF), Building 438 (CAAC/ARD Office, 7,212 SF), Building 439 (Comptroller, 21,897 SF), Building 440 (NAVAIR Corporate Operations, 8,682 SF), and Building 462 (Hospital Administrative Office, 5,856 SF). Replacement of these facilities would be required.

A prospective Offeror interested in Site 5 must propose as part of its Development Plan a plan for relocation of the impacted facilities on Site 5 to an acceptable alternate location within one or more of the seven sites identified in this solicitation or another location within the boundaries of NAS Patuxent River. The lessee of Site 5 will be responsible, at its cost, for meeting the relocation requirements set forth in this Appendix D.

Site #6 and Site #7

There are state listed plant species occurring on the site. Consultation with Legal and NAS Patuxent River Environmental staff will be made to determine what compliance would be required by the contractor. There are no relocation requirements for this site.

APPENDIX E
DRAFT REQUEST FOR QUALIFICATIONS No: N40080LO10335
ENHANCED USE LEASE AT NAS PATUXENT RIVER, LEXINGTON PARK, MD

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) REPORT

The ECP Report will be available to prospective Offerors at the Navy's EUL website:
https://portal.navfac.navy.mil/portal/page/portal/navfac/navfac_ww_pp/navfac_hq_pp/navfac_bdd_pp/navy_eul.

APPENDIX F
DRAFT REQUEST FOR QUALIFICATIONS No: N40080LO10335
ENHANCED USE LEASE AT NAS PATUXENT RIVER, LEXINGTON PARK, MD

PROHIBITED USES AND ACTIVITIES

The following uses for the EUL sites at NAS Patuxent River are prohibited:

- a. Casinos or any other type of establishment which facilitates gambling.
- b. Facilities, operations, or uses generating large quantities of waste material, or where significant concern exists about the presence and/or use of hazardous materials and/or petroleum products that would, as deemed by the Navy, adversely affect the NAS Patuxent River mission or adversely impact the Navy's relationship with its neighboring communities. Includes any heavy industrial use, such as a petroleum refinery and/or storage facility, a Liquefied Natural Gas (LNG) or Liquefied Propane Gas (LPG) facility, electrical generation plant, or other heavy industrial use.
- c. Open Storage without appropriate screening.
- d. Abandoned property of any kind.
- e. Use of explosives without permission from the Navy, including fireworks, pyrotechnics, and small arms.
- f. Alterations or revisions to developer's facilities without permission from the Navy.
- g. Structures with heights greater than 150 feet Above Ground Level (AGL) at any of the proposed sites, in accordance with Federal Aviation Administration (FAA) Criteria. Any proposed structure approaching 150 feet in height will have to be examined for its specific location relative to the runways and the runway heights.
- h. Electromagnetic and radio frequency emissions that would interfere with aircraft, aircraft communications systems, or aircraft navigational equipment.
- i. The release into the air of any substance that would impair the visibility or otherwise interfere with the operations of aircraft, such as, but not limited to, steam, dust and smoke.
- j. Light emissions, either direct or indirect (reflective), which might interfere with pilot vision.
- k. Any use of the land that would unnecessarily attract birds or waterfowl, such as, but not limited to, operation of sanitary landfills, water impoundment areas, maintenance of feeding stations or the growing of certain types of vegetation or activities attractive to flocks of birds or waterfowl.
- l. A portion of Site #5 lies within Accident Potential Zone 1 (APZ-1). In general, land use restrictions limit densities to 25 persons per acre in APZ-1. Appropriate uses in APZ-1

include parking structures, storage, utilities, and storm water management structures. Detailed guidance can be found in OPNAV INSTRUCTION 11010.36C.

- m. Use of the leased Premises by non-United States citizens is prohibited. The Selected Offeror, its lessees, tenants, invitees and employees entering upon the leased Premises must be U.S. citizens. Non-U.S. citizens may be permitted as visitors to the EUL site but must be screened in advance of any entry onto the EUL site.

This list of Prohibited Uses is subject to revision if and as necessary to fully reflect the requirements of the NAS Patuxent River and the U.S. Navy.

APPENDIX G
DRAFT REQUEST FOR QUALIFICATIONS No: N40080LO10335
ENHANCED USE LEASE AT NAS PATUXENT RIVER, LEXINGTON PARK, MD

IN-KIND CONSIDERATION

The Navy is seeking in-kind consideration at not less than fair market value of the leased property. The types of possible in-kind consideration acceptable to the Navy include, but are not limited to:

1. Rent-free office space in the work campus office development in an amount to be determined during exclusive negotiations between the Navy and the Selected Offeror.
2. Facilities maintenance services at NAS Patuxent River.
3. Construction of a new Child Development Center, a new Hospital facility, a new office building, parking lots, sidewalks, landscaping, or new athletic facilities at NAS Patuxent River or other installations under the control of NAS Patuxent River.
4. Replace Windows or roofs in buildings at NAS Patuxent River or other installations under the control of NAS Patuxent River.
5. Provide services for the Navy as follows: Preventive Maintenance Inspection (PMI) and repair of all HVAC equipment, air compressors, emergency generators, material handling equipment (e.g. forklifts), uninterruptible power sources (UPS), electrical power transmission and distribution systems, lightning arrestors and grounding devices, fire protection systems, fire extinguishers, elevators, electrical generators and welders, government vehicles, unfired pressure vessels, oil water separators, force protection equipment (e.g. gates, barricades, security monitoring and reporting equipment), compressed air systems, Energy Management Systems, overhead and sliding doors and backflow prevention devices. In addition, other periodic services such as building relamping, performance of scheduled power outages and restoration of electrical power after scheduled and unscheduled electrical outages, refuse collection and recycling, janitorial service, field pest management, termite inspections and control, sanitation, grass cutting / snow removal, plant / shrub / tree trimming, locksmithing, spill prevention, control and countermeasures, hazardous waste management, biological, oil and hazardous substance spill response services / equipment / supplies, asbestos/ lead/ PCB/ ODS/ Universal and solid waste program management, environmental sampling, testing and laboratory analytical services.

APPENDIX H
DRAFT REQUEST FOR QUALIFICATIONS No: N40080LO10335
ENHANCED USE LEASE AT NAS PATUXENT RIVER, LEXINGTON PARK, MD

INSURANCE REQUIREMENTS

- 1.1.** The Lessee shall, in any event and without prejudice to any other rights of the Government, bear all risk of loss or damage or destruction to the Leased Premises, including any buildings, improvements, fixtures, or other property on them, arising from any causes whatsoever, with or without fault by the Government.
- 1.2.** During the entire period this Lease shall be in effect, the Lessee, at no expense to the Government, must carry and continuously maintain the following insurance coverages:
 - 1.2.1.** Property insurance coverage against loss or damage by perils covered by Insurance Services Office (“ISO”) special cause-of-loss form or its equivalent in an amount not less than One Hundred Percent (100%) of the full replacement cost of the buildings, building improvements, improvements to the land, fixtures, and personal property on the Leased Premises. The policies of insurance carried in accordance with this Condition shall contain a “Replacement Cost Endorsement.” The full replacement cost shall be determined from time to time, upon the written request of the Government or the Lessee, but not more frequently than once in any twenty-four (24) consecutive calendar month period (except in the event of substantial changes or alterations to the Leased Premises undertaken by the Lessee as permitted under the provisions of this Lease).
 - 1.2.1.1.** If the Leased Premises are located in a state, or an area of a state, that is prone to suffer property loss and damage, in the sole judgment of the Government, from earthquake, flood, windstorm, or rainstorm, a special risks or perils endorsement from a commercial insurer or from a state or Federal program, in amounts and with limitations and retentions satisfactory to the Government.
 - 1.2.1.2.** Comprehensive general liability insurance using the most recent occurrence form or its equivalent, covering bodily injury, premises, operations, products, completed operations, and independent contractors, including coverage for the contractual liability assumed by the Lessee under this Lease, and shall afford immediate protection at the time of the Term Beginning Date, and at all times during the term of this Lease, with single limit coverage of \$2 million each occurrence and \$5 million aggregate.

- 1.2.1.3.** If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.
- 1.3.** During the entire period this Lease shall be in effect, the Lessee shall either carry and maintain the insurance required below at no expense to the government, or require any contractor performing work on the Leased Premises to carry and maintain the following at no expense to the Government:
- 1.3.1.** The property insurance coverage required under subparagraph 1.2.1 above, which shall include the general property form that provides coverage in connection with any construction or work permitted pursuant to this Lease;
- 1.3.2.** Fire and any other applicable insurance provided for in this section that, if not then covered under the provisions of existing policies, shall be covered by special endorsement related to any Alterations (as defined in this Lease), including all materials and equipment incorporated in, on, or about the Leased Premises (including excavations, foundations, and footings) under an ISO special cause-of-loss, completed value, builder's risk form or its equivalent; and
- 1.3.3.** Workers' compensation for the Lessee and any contractor of the Lessee.
- 1.4.** All policies of insurance that this Lease requires the Lessee or any contractor to purchase and maintain, or cause to be purchased and maintained under this Insurance clause, must be underwritten by insurers authorized to do business, and to underwrite insurance, in the state where the Leased Premises are located, and that have a rating of at least B+ by the most recent edition of *Best's Key Rating Guide*. In all policies, the Government must be named as additional insured for its interest in, but not limited to, the Leased Premises and any personal property included with the Leased Premises (under ISO forms CG 2011 and CG 2028 or their equivalents). The Government shall appear in all policies as "The United States of America, c/o Commanding Officer, NAVFAC WASHINGTON."
- 1.4.1.** All policies shall provide (a) that no cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Government of written notice; (b) that the insurer shall have no right of subrogation against the Government; and (c) shall be reasonably satisfactory to the Government in all other respects, including, without limitation, the amounts of coverages and retentions from time to time. In no circumstances will the Lessee be entitled to assign to any third party rights of action that the Lessee may have against the Government. Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective upon thirty (30) days' written notice to the Government. The Lessee understands and agrees that

cancellation of any insurance coverage required to be carried and maintained by the Lessee or contractor under this Insurance clause will constitute a failure to comply with the terms of the Lease, and the Government shall have the right to terminate the Lease upon receipt of any cancellation notice, but only if the Lessee fails to cure the noncompliance to the extent allowed under this Lease.

- 1.5.** The Lessee shall deliver, or cause to be delivered, upon execution of this Lease and prior to the occupancy of the Leased Premises or the commencement of any work on (and thereafter not less than thirty (30) days prior to the expiration date of each policy furnished pursuant to this Insurance clause, to the Government a complete copy of the original policy or policies with all endorsements evidencing the insurance required by this Lease. A CERTIFICATE OF INSURANCE AT THE COMMENCEMENT OF THIS LEASE WILL NOT BE ACCEPTABLE AS EVIDENCE OF ANY REQUIRED INSURANCE UNLESS OTHERWISE AGREED TO IN ADVANCE AND IN WRITING BY THE GOVERNMENT IN ITS SOLE DISCRETION. However, the Government will accept a certificate of insurance with required coverages that is signed by the insurer or its authorized agent and received thirty (30) days prior to any renewal of the term of this Lease.

APPENDIX I
DRAFT REQUEST FOR QUALIFICATIONS No: N40080LO10335
ENHANCED USE LEASE AT NAS PATUXENT RIVER, LEXINGTON PARK, MD

CONFLICT OF INTEREST CERTIFICATION

The Offeror hereby certifies that Alvarez & Marsal Real Estate Advisory Service did not assist in the development of this proposal for the NAS Patuxent River EUL Project.

The Offeror further certifies that, as a condition of its offer, should the Offeror be selected by the Government for the period of exclusive negotiation of the Business and Leasing Plan, the Offeror will not contract with any Prohibited Participant, as defined in the Request For Qualifications, for work relating to this project for a period of two years after the date of this selection, nor at any time with Alvarez & Marsal Real Estate Advisory Service, or any of its current subcontractors, for work relating to this EUL project.

Name: _____

Company: _____

Date: _____

Signature: _____

This form should be signed by the person authorized to represent the significant parties comprising the project team and should be included in the Offeror's proposal.

APPENDIX J
DRAFT REQUEST FOR QUALIFICATIONS No: N40080LO10335
ENHANCED USE LEASE AT NAS PATUXENT RIVER, LEXINGTON PARK, MD

INFORMATION TO BE SUBMITTED BY OFFERORS

FORMAT FOR OFFEROR SUBMISSIONS

The Offeror's proposal shall consist of a single original document and ten (10) copies with the sections below clearly labeled. All sections of the Proposal will be provided in a ten (10) font size or greater.

Submittal			
Section	Description of Factor	Number of Submittals	Page Limit¹ (8.5 x 11")
I	Executive Summary	One original, 10 copies and one electronic copy ²	5 pages
II	Relevant Experience/Past and Present Performance	One original, 10 copies and one electronic copy ²	10 pages
III	Financial Strength	One original, 10 copies and one electronic copy ²	10 pages
IV	Achievement of Navy Goals. Objectives and Concepts.	One original, 10 copies and one electronic copy ²	5 pages
V	Development Plan	One original, 10 copies and one electronic copy ²	10 pages
VI	Maintenance/Management Capability	One original, 10 copies and one electronic copy ²	5 pages
VII	Capability/Qualifications to Develop Business and Leasing Plan	One original, 10 copies and one electronic copy ²	5 pages
VIII	Marketing Plan	One original, 10 copies and one electronic copy ²	5 pages
IX	Ability to Effectively Manage Community Relations.	One original, 10 copies and one electronic copy ²	5 pages
	TOTAL		60 pages

NOTES:

- Any pages exceeding the limits set above will be destroyed and not evaluated. Supporting data such as mandatory forms, resumes, financial statements, certifications, site plans, design drawings, photos, organizational charts, etc. do not count against the page limits indicated above.
- All sections of the proposal should be submitted on the same disk/CD ROM EXCEPT Section VI, Development Plan, which may be submitted as a separate CD-ROM.
- All sections of the Proposal will be provided in a ten (10) font size or greater.

PROPRIETARY INFORMATION: The Offeror shall mark all information that is proprietary and not releasable to the public as proprietary.

REQUIRED SUBMISSION INFORMATION: The Offeror's submission must include the nine (9) sections identified below and include a description of the Offeror's approach to the evaluation factors. These factors comprise the minimum compliance with the Navy's goals and must be submitted in order for proposals to be considered complete. It is the desire of the Navy that Offerors attempt to exceed these minimum requirements where possible.

SECTION I: OFFEROR'S EXECUTIVE SUMMARY

The Executive Summary is intended to familiarize the Navy with the Offeror's organization, not to summarize the remaining sections of the proposal. The Offeror's Executive Summary will not be rated. The Executive Summary shall contain the following information:

- The name, address, telephone, e-mail, and fax numbers of each principal, partner, and/or co-venturer participating on the Offeror's team and full contact information for the representative authorized to act on behalf of the team who will serve as the main point-of-contact for all communications relating to the RFQ.
- Identification of any affiliation or other relationship between any of the members of the team responding to the RFQ and any development company, parent company, or subsidiary.
- A description of the Offeror's status (whether a corporation, a nonprofit or charitable institution, a partnership, a limited liability company, a business association, or a joint venture) indicating jurisdiction under whose law the Offeror is organized and operating, and a brief history of the Offeror's organization and its principals.
- Date and location of establishment and the date of incorporation under the present name.
- Explanation of types of services the Offeror provides and how they relate to the proposal.
- Whether the Offeror (or any team member) has ever been terminated for default, non-compliance, or non-performance on a contract or lease. The Offeror shall provide a detailed description; and whether it (or any team member), has been within the past five (5) years, in litigation, arbitration, or have had any judgments against the Offeror (or team member). If so, provide a detailed description.
- Has the Offeror ever maintained or currently maintain errors and omissions insurance and, if so, the amount of the coverage, deductible, and the carrier of the insurance.
- If your Offeror is a corporation, provide the following: (1) Articles of Incorporation and by-laws; (2) Names, addresses, dates of birth, citizenship, places of birth, and Social Security numbers of officers and participating principals; (3) Corporate resolution authorizing the proposed transaction; and (4) Summary of Corporate Activity.
- If the Offeror is a partnership/joint venture, the following: (1) partnership/joint venture agreement; (2) names, addresses, dates of birth, citizenship, places of birth, and Social Security numbers of the partners and (3) each principal member's appropriate history and background, assigned areas of responsibility, and any legally enforceable agreements or other mechanisms that will be relied on to ensure the Offeror's successful long-term operation.

- If the Offeror is a sole proprietorship, provide the Social Security number, date of birth, citizenship, place of birth, and current address.

SECTION II: OFFEROR'S RELEVANT EXPERIENCE, PAST AND PRESENT PERFORMANCE:

Relevant Project Experience: Offerors shall provide the following information on projects which the Offeror (or a team member) acted as the prime developer. Identified projects must demonstrate an ability to perform a project of comparable magnitude and complexity to the requirement.

- A list of the major projects which the Offeror successfully completed or currently has in progress covering the past ten (10) years. In the case of joint ventures, any principal member's projects over the last ten (10) years.
- For each project listed, the following information shall be provided:
 - The name, address, type, cost (design and construction), and size of the project;
 - The name and address of the owner of each project;
 - A minimum of one (1) and a maximum of three (3) photos of each project (each photo not exceeding 8-1/2" by 11" in size);
 - A description of how the project achieved an acceptable level of quality in the project planning, creation, design, and construction;
 - A description of project economics and finance including the following: (1) total development costs including hard and soft costs; (2) financing including debt and equity amounts and sources; (3) ownership structure including percentage of ownership by principal members; (4) economics of sharing arrangements between principal members or investors including identification of sources of return to the owners and investors;
 - A description of property management/maintenance services provided including scope of services and standards of performance;
 - A description of marketing efforts, including their demonstrable achievements;
 - The Offeror's role and services provided for each project;
 - The name, address, telephone, e-mail address, and fax number of a point of contact for the client or other stakeholder for each project (This individual must be familiar with the project and the role the Offeror played in the project, must be able to respond to Navy inquiries, and must also know that they will be contacted as a reference); and
 - Any other pertinent information to sufficiently describe each project.

Past and Present Performance:

- The Offeror shall provide the name, address, telephone and fax numbers of at least four (4) clients or other stakeholders for whom the Offeror (or each team member) has successfully developed a project within the past ten (10) years.
- In addition to clients, the Offeror will be encouraged to provide the above information from other project stakeholders that the Offeror considers important for the Navy to understand the success of the Offeror's projects. These references should be able to assess the degree of client (or other stakeholder) satisfaction. The Navy intends to

contact the Offeror's references who may be asked to discuss the Offeror with respect to the following:

- Quality of the working relationship with the client (facility tenant and/or owner)
- Professionalism and integrity with which the Offeror conducted business
- Responsiveness to the client's needs and expectations
- Level of communication
- Value added to the project as the result of cost savings, favorable financing, positive asset management, etc.
- Delivery of the project within budget and on schedule
- Quality control of the project design and construction
- Other relevant aspects of the management of a project development for a client
- The Offer shall be required to list all material instances of litigation or formal Alternative Dispute Resolution (ADR) processes (e.g. - binding arbitration) during the last ten (10) years and involving a claim in excess of \$50,000 to which each principal member has been a party relating to partnering and/or financial performance. For those matters involving a claim equal to or in excess of \$500,000, the Offeror shall be required to provide a detailed description of the litigation or ADR process.

SECTION III: OFFEROR'S FINANCIAL STRENGTH: This factor considers the extent of the Offeror's capability to finance large, complex projects, especially under a leasing arrangement as well as the Offeror's strategy to secure financing. The Offeror shall provide the following:

- Dun & Bradstreet numbers for all team members.
- Audited financial statements (or 10Ks if the entity is publicly owned) for the last three (3) years (parent and holding companies should submit audited financial statements if they intend to commit resources to a developer or joint venture in which they own a controlling interest). The financial statements should be prepared in accordance with generally accepted accounting principles (GAAP) and the financial auditor must be a nationally recognized firm in the accounting industry. The submission must include an assertion as to the accuracy made by the auditor. Auditor contact information should also be provided.
- If audited financial statements have not been performed for the Offeror's corporation or partnership, or if the Offeror is an individual, a complete and current personal financial statement for the Offeror and all the Offeror's partners/officers.
- A description of financing arrangements that the Offeror has structured for major projects within the past ten (10) years that are similar in scope to the NAS Patuxent River project. Include information on previous debt and equity sources, terms and any fees.
- The names, addresses, telephone numbers, and e-mail addresses of at least two (2) commercial or institutional credit references from which the Offeror has previously obtained financing. The Offeror shall attach a letter authorizing each credit reference to respond to inquiries from the Navy.
- The Offeror shall identify the sources, and, if possible, the relative amounts from these sources, from which the Offeror expects to derive revenue during implementation and operation of the EUL project.
- Discuss the envisioned economics of sharing agreements between principal members or investors including identification of sources of return to the owners and investors.

- Describe the Offeror's plan for reinvesting revenues earned back to the project itself. This should include anticipated timing and levels of refinancing and the proposed disposition of proceeds from refinancing as well as plans for adjusting the reinvestment approach in response to market standards.
- Provide a description and documentation demonstrating the Offeror's strategy to obtain financing (i.e. – debt or equity) for the project, including anticipated costs and why this strategy offers the best value to the Government.
- Discuss the Offeror's capability to secure operating capital for the project as well as the Offeror's capability to secure payment or performance bonds (or other types of security) for the envisioned project.

SECTION IV: ACHIEVEMENT OF NAVY GOALS, CONCEPTS AND OBJECTIVES:

This factor considers the extent to which the Offeror's approach indicates an understanding of the Navy/NAS Patuxent River goals (as articulated in Sections 1.5 and 3.1 of the RFQ) and a realistic approach to accomplishing them. Specifically, Offerors should describe how their proposed approach and how the goals of the Navy will be achieved during the project term.

SECTION V: OFFEROR'S DEVELOPMENT PLAN: This factor will be used to evaluate and demonstrate that the Offeror has a clear understanding of the anticipated design and construction elements of the project, including the phasing of the proposed Development Plan, traffic mitigation plan, relocation plan, and the removal, remediation and mitigation of hazardous materials known to be present in significant quantities in the Premises, and a strategy to mitigate development risks.

Understanding of Anticipated Design and Construction Elements:

- The Offeror shall submit a detailed narrative describing its proposed project concept and vision, including an accurate overall description of the intended project design and construction methodology. Special emphasis will be required on how the Offeror's approach addresses the entire project and how it demonstrates a clear understanding of the scope and complexity associated with the project.
- The Offeror shall provide a concept outline which shall include, but is not limited to, the following items: 1) quality control plan; 2) safety plan; 3) phasing/sequencing, including detailed logic diagram with major milestones (i.e. notice to proceed, design completion, obtaining the building permit, subcontractor selection, certificate of occupancy); and 4) project coordination (A&E involvement). The Navy/NAS Patuxent River is seeking a developer that can bring creativity and innovation to the project.

Risk Mitigation Plan:

- The Offeror shall provide a narrative describing the Offeror's strategy to mitigate any risks to the performance of its proposed Development Plan. Each undesirable event that might affect the success of the Development Plan should be identified and assessed as to the likelihood and the consequence of occurrence. Below defines the levels of risk (1 through 5) associated with likelihood and consequence of occurrence.

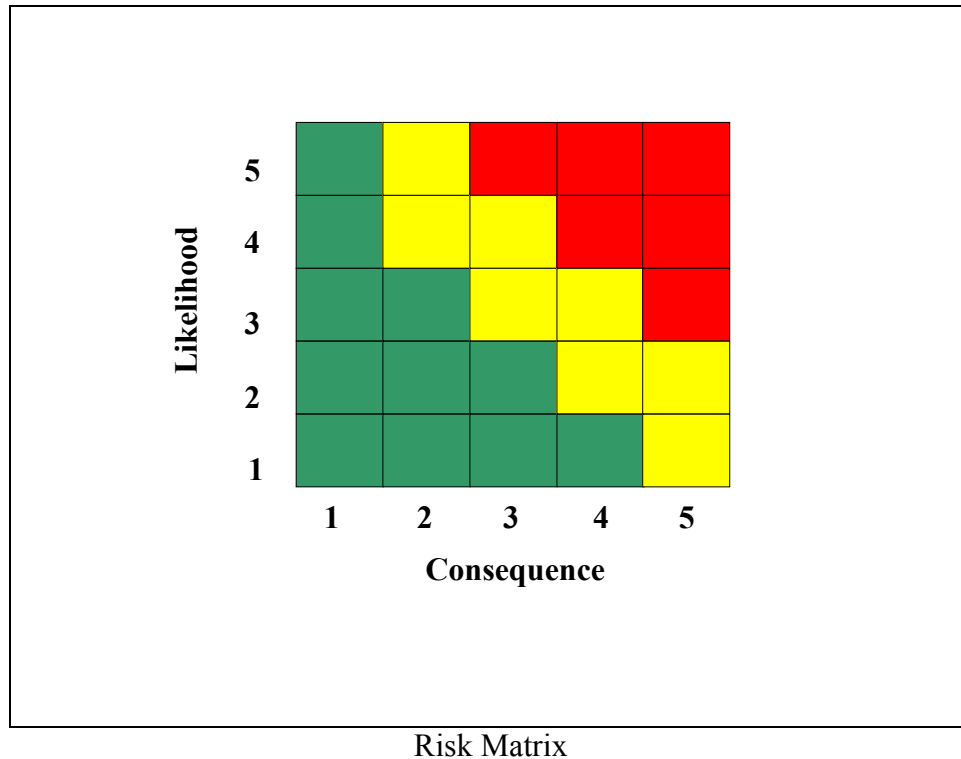
Level of Risk	Likelihood of Occurrence
1	Not Likely (~10% probability)
2	Low Likelihood (~30% probability)
3	Likely (~50% probability)
4	Highly Likely (~70% probability)
5	Near Certainty (~90% probability)

Levels of Risk Associated With Likelihood of Occurrence

Level of Risk	Consequence of Occurrence
1	Minimal or no impact on the performance of the Development Plan with no reduction in value to the Navy.
2	Minor impact on the performance of the Development Plan with little or no reduction in value to the Navy.
3	Moderate impact on the performance of the Development Plan with limited reduction in value to the Navy.
4	Significant impact on the performance of the Development Plan with major reduction in value to the Navy that may jeopardize the success of the Development Plan.
5	Severe impact on the performance of the Development Plan with near elimination of all value to the Navy that will jeopardize the success of the Development Plan.

Levels of Risk Associated With Consequence of Occurrence

The levels of likelihood and consequence identified for each root cause within the proposed Development Plan should be plotted in the corresponding single square on the Risk Matrix. The resulting levels of risk for each anticipated event is then identified as low (green), moderate (yellow), or high (red). The Offeror's risk mitigation plan should address contingency plans for any risk that may be identified as moderate or high.



Understanding of Relocation/Replacement Requirements, including Hazardous Materials for Navy/Government Tenants:

- If the Offeror proposes a development plan for Sites 1-3, or 5, the Offeror's proposal must include a relocation plan for the Navy/Government occupants located on those Sites, meeting the requirements outlined in the Request for Qualifications.
- The Offeror shall submit information describing the Offeror's approach to the removal, disposal and remediation of hazardous materials known to be present in the Premises, including friable asbestos and lead-based paint, and adherence to applicable Federal standards for such removal and disposal work.

SECTION VI: DEMONSTRATED MAINTENANCE AND MANAGEMENT CAPABILITY: This factor considers the Offeror's capability to understand and address the project's maintenance and management responsibilities including maintenance, repair, operations, and management experience. Specifically, the Offeror should provide their approach to maintenance/management of the project as well as describe previous comparable projects where they have performed similar functions. In addition, the Offeror should include detailed information (e.g. resumes) on personnel that will be involved in the management of the project.

A project of this scope will require significant marketing to potential users. Offerors should recognize that the project is solely a commercial venture and not dependent on the provision of services to any Navy/NAS Patuxent River identified users. The Offeror will provide a detailed narrative describing how the Offeror will market the Premises and a summary of the experience of the Offeror's team in marketing property for third-party use. Specifically, the Offeror shall

provide an overview of the marketing plan to research and identify the necessary users to make the overall project financially feasible.

SECTION VII: CAPABILITY/QUALIFICATIONS TO DEVELOP BUSINESS AND LEASING PLAN:

Staffing Plan: The Offeror will be required to provide the following:

- Describe its organizational approach to executing its responsibilities, providing the overall project coordination, and responding to the Navy during all phases of the project. Furnish an organizational chart and staffing plan that demonstrates the Offeror's capability of carrying out all functions required for the project. If applicable, the Offeror will be required to present a timetable for hiring any additional staff required.
- For each of the last five (5) years, the Offeror will be required to summarize its workload, expressed in terms of the annualized dollar value of the projects being developed and the number of full time staff engaged in managing project development.
- The extent to which the Offeror is planning to commit staff and other resources to the project and to development of the Business and Leasing Plan.
- The extent to which the Offeror's key personnel have worked together on projects of a complexity and magnitude similar to the proposed project.

Qualifications of Key Personnel: The Offeror will be required to provide the following:

- Identify its "key personnel" (those persons considered critical to the accomplishment of the project) and their respective roles during development of the Business and Leasing Plan. Indicate the extent to which its key personnel have worked together as a team on projects of the same or greater, financial magnitude and on projects of the same nature.
- A resume for each of the Offeror's "key personnel". Each resume shall be limited to one (1) page, must include a description of the individual's duties and responsibilities, education, knowledge, skills, expertise, and other qualifications relevant to development of the Business and Leasing Plan. The resume must clearly indicate whether the individual is or is not currently an employee of the Offeror.
- For each "key personnel" resume, the Offeror will be required to attach a statement defining the extent of the individual's availability and corporate commitment. The statement must clearly indicate whether the individual is or is not currently an employee of the Offeror and, if not so employed, what kind of commitment the Offer has obtained from the person or offer of employment the Offeror has made to the person to assure availability of this person during the development of the Business and Leasing Plan.

SECTION VIII: MARKETING PLAN: This factor will be used to evaluate and demonstrate (1) that the Offeror has an understanding of the type of uses for the Premises which are consistent with Navy goals and objectives; and (2) that the Offeror's has a feasible plan to identify an experienced and capable end-user for the Premises.

A project of this scope will require significant marketing to potential users. Offerors should recognize that the project is solely a commercial venture and not dependent on the provision of services to any Navy/NAS Patuxent River identified users. The Offeror will provide a detailed narrative describing how the Offeror will market the Premises and a summary of the experience

of the Offeror's team in marketing property for third-party use. Specifically, the Offeror shall provide an overview of the marketing plan to research and identify the necessary users

SECTION IX: ABILITY TO EFFECTIVELY MANAGE COMMUNITY RELATIONS:

The Offeror will be required to explain its philosophy and specific approach to managing community relations during the planning, construction, and operation and maintenance of major development projects. With respect to projects listed by the Offeror under "Relevant Project Experience", the Offeror will be required to describe its experiences in managing relations with the surrounding community.

OFFEROR'S COVER PAGE

The Offeror's proposal must include a completed Cover Page which shall consist of a completed and signed copy of Appendix "L" to this RFQ.

SIGNIFICANT CHANGES

The Offeror shall advise the RECO in writing within five (5) business days of any significant changes affecting the proposal submission.

APPENDIX K
DRAFT REQUEST FOR QUALIFICATIONS No: N40080LO10335
ENHANCED USE LEASE AT NAS PATUXENT RIVER, LEXINGTON PARK, MD

**FEDERAL ACQUISITION REGULATION PROVISIONS AND MANDATORY
CLAUSES INCORPORATED BY REFERENCE**

In accordance with 10 U.S.C. § 2667, competitive procedures will be used to select a lessee. However, the RFQ does not seek offers for a contract for the procurement of property or services like those contemplated by 31 U.S.C. § 3551 and 41 U.S.C. § 601-613. Consequently, this RFQ and any subsequent lease are not governed by the Federal Acquisition Regulations (FAR).

Although this solicitation is not governed by the FAR, certain FAR provisions have been incorporated into this RFQ for administrative convenience and/or to comply with Federal law. The full text of these provisions may be found on web site <http://acquisition.gov/comp/far/index.html>.

Davis-Bacon wage requirements may apply depending on the nature of the work on the property. The Lessee will be responsible for compliance (40 U.S.C. 276a et seq.) Davis-Bacon prevailing wage requirements usually apply to public buildings and public works. As a matter of Government policy, the provisions of the Davis-Bacon Act will be applicable to the initial rehabilitation, development, and/or construction of the Premises.

The following provisions shall apply to the selection of the Offeror that enters into the Lease or other business arrangement contemplated by the Government.

Offerors are required to incorporate the following clauses into their proposals. The successful Offeror's proposal will be incorporated into the Lease covering the Premises, and these clauses will thereby become binding on the Offeror.

1. FAR 52.203-3, Gratuities (APR 1984)
2. FAR 52.203-5, Covenant Against Contingent Fees (APR 1984)
3. FAR 52.203-7, Anti-Kick Back Procedures (JUL 1995)
4. FAR 52.203-8, Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
5. FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
6. FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)

7. FAR 52.203-13 and 14, Code of Ethics (DEC 2007)
8. FAR 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006)
9. FAR 52.215-2, Audit and Records – Negotiation (JUN 1999)
10. FAR 52.222-3, Convict Labor (JUN 2003)
11. FAR 52.222-6, Davis-Bacon Act (JUL 2005)
12. FAR 52.222-7, Withholding of Funds (FEB 1988)
13. FAR 52.222-8, Payrolls and Basic Records (FEB 1988)
14. FAR 52.222-9, Apprentices and Trainees (JUL 2005)
15. FAR 52.222-10, Compliance with Copeland Act Requirements (FEB 1988)
16. FAR 52.222-11, Subcontracts (Labor Standards) (JUL 2005)
17. FAR 52.222-12, Contract Termination – Debarment (FEB 1988)
18. FAR 52.222-13, Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
17. FAR 52.222-14, Disputes Concerning Labor Standards (FEB 1988)
18. FAR 52.222-15, Certification of Eligibility (FEB 1988)
19. FAR 52.222-21, Prohibition of Segregated Facilities (FEB 1999)
20. FAR 52.222-23, Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)
21. FAR 52-222-26, Equal Opportunity (MAR 2007)
22. FAR 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
23. FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
24. FAR 52.223-6, Drug-Free Workplace (MAY 2001)
25. FAR 52.225-9, Buy American Act – Construction Materials (JAN 2005) (applicable to construction estimated at less than \$7,443,000)

26. FAR 52.225-11, Buy American Act – Construction Materials under Trade Agreements (AUG 2007) (applicable to construction estimated at \$7,443,000 or more)
27. FAR 52.233-1, Disputes (JUL 2002)

APPENDIX L
DRAFT REQUEST FOR QUALIFICATIONS No: N40080LO10335
ENHANCED USE LEASE AT NAS PATUXENT RIVER, LEXINGTON PARK, MD

OFFEROR'S COVER PAGE

(Name of Offeror)

(Point of Contact)

(Street Address)

(Telephone Number)

(City, State and Zip Code)

(Fax Number)

(Electronic Mail Address)

1. This offer is valid for a period of 180 days from the date hereinafter written.
2. Receipt of amendment(s) [insert amendment number, if applicable] is acknowledged.
3. Statement of Authority to Release Proprietary Information
I hereby certify that I have read the Request for Qualifications and understand and approve of the release of the information in all proposal submittals to the Government and its contractors for the purpose of providing advisory/consulting services in the Government's evaluation of this Solicitation. I further understand that the Government and its contractors will not disclose any confidential information identified as such in these submissions.
4. Conflicts of Interest
I hereby certify that to the best of my knowledge no potential conflict of interest exists between the above-identified Offeror and any "Prohibited Participant" as defined in the Request for Qualifications. As a condition of this offer, should my firm be the Selected Offeror for negotiations of the Business and Leasing Plan with the Government, my firm will not contract with any Prohibited Participant for work relating to this project for a period of two years after the date of this selection, nor at any time with Alvarez & Marsal or any of its current subcontractors for work relating to this project.

Authorized representative and signatory for Offeror:

(Print) Name

Title

Date

Signature