

REQUEST FOR QUALIFICATIONS
No. N40080LO10337

Naval Support Facility Indian Head
Indian Head, Maryland

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

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**ENHANCED USE LEASE
ELECTRICAL GENERATION PLANT AND LIGHT
INDUSTRIAL SITE
NAVAL SUPPORT FACILITY INDIAN HEAD
INDIAN HEAD, MARYLAND**

Request For Qualifications No: N40080LO10337

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

July 14, 2010

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ENHANCED USE LEASE AT NSF INDIAN HEAD, MD

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 Naval Support Facility (“NSF”) Indian Head, in Indian Head, Maryland, 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 are received for use of the leased property.

1.2 NSF INDIAN HEAD, INDIAN HEAD, MARYLAND

Located in Charles County in southwestern Maryland, about 30 miles outside of Washington, DC, at the confluence of the Potomac River and the Mattawoman Creek, NSF Indian Head, MD, is under the control of Naval Support Activity South Potomac (“NSASP”) and is home to several Navy commands, including the Naval Surface Warfare Center, Indian Head Division (“IHDIV, NSWC”), Naval Ordnance Safety and Security Activity (“NOSSA”), Naval Explosive Ordnance Disposal Technology Division (“EODTECHDIV”), Naval Sea Logistics Center, Detachment Indian Head (“SEALOG”), Joint Interoperability Test Command (“JITC”), and U.S. Marine Corps Chemical Biological Incident Response Force (“CBIRF”). NSF Indian Head, including the Indian Head and Stump Neck peninsulas, encompasses approximately 3,228 acres, contains about 1,591 temporary and permanent buildings occupying over 4.1 million square feet, and has approximately 127 miles of road.

1.2.1 MISSION: NSASP was established in 2005 as a component of Naval District Washington (“NDW”). The mission of NSASP is to help sustain combat readiness through effective and efficient shore installation management and support. NSASP serves as the host activity responsible for providing shore installation management for all supported commands resident on NSF Indian Head, MD, and nearby NSF Dahlgren, VA. As the base landlord at NSF Indian Head and NSF Dahlgren, NSASP provides management functions for all supported commands, as well as personnel support (Morale, Welfare and Recreation and child care), facility support (Public Works), public safety (physical security, law enforcement, fire department), environmental and waste management, supply (materials management, property disposal, and warehousing) and public affairs.

1.3 EUL SITES

1.3.1 SITE/LOCATION: The property proposed for outleasing includes two sites located at NSF Indian Head, MD. Site #1 (approximately 20 acres) is located inside the controlled industrial area at NSF Indian Head in proximity to the existing Goddard Power Plant, which is a coal-fired co-generation facility currently owned and operated by the Navy and planned for eventual deactivation. At the Developer's option, the water treatment facility that supports the Goddard Power Plant could also be included as part of Site #1. Site #2 (approximately 15 acres) is located on the northeastern corner of NSF Indian Head on the installation's perimeter, between the Town of Indian Head's community center and public-private venture military housing.

1.3.2 CURRENT USE: Site #1 is used to support public works, storage, and workshops, including support to the Goddard Power Plant. Site #2 is formerly a housing site that is currently unused.

1.4 BUSINESS OPPORTUNITY

The Navy seeks to competitively select a developer to lease both sites. Developers are encouraged but not required to bid on both sites. At the Navy's discretion, the Navy may enter into negotiations with a separate Developer for each site. The successful Offeror will develop, operate and maintain the facility within the EUL area for the term of the lease, 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, and will address any relocation requirements associated with the planned use of either site. To these ends, development opportunities must be considered compatible with the NSF Indian Head 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 commercial-scale, natural gas-fired electrical power generation facility on Site #1, and to develop a compatible commercial /light industrial facility on Site #2, in exchange for cash and/or in-kind-consideration at not less than the fair market value of the leased property, as identified in Appendix "I," subject to the prohibited uses and activities in Appendix "H" and the relocation requirements in Appendix "E".

1.5.2 PROJECT CONCEPT: The new, natural gas-fired electric power generation facility to be located on Site #1 is envisioned to replace the Navy's existing Goddard Power Plant, which currently provides most of the Navy's needs for steam and part of the Navy's needs for electricity. In the future, the Navy intends to transition its steam power from the Goddard Power Plant to a decentralized steam distribution plant through an Energy Savings Performance Contract (ESPC), and close the Goddard Power Plant. The new electric power generation facility could offer several benefits to the Navy, including reducing or eliminating the Navy's use of the local public utility for electricity, reducing the Navy's electricity cost, and/or improving the reliability of electricity to NSF Indian

Head and/or other Navy facilities and installations in Naval District Washington. However the Navy expects that the new electrical power generation facility would sell much or all of its electricity into the grid. There is currently no natural gas service to Indian Head. The closest Washington Gas Light (WGL) infrastructure is a 72" 25 psig transmission line at the intersection of Hwy 210 and S. Hampton Dr. in Bryans Road.

Site #2 is offered for development of a private commercial or light industrial facility that could benefit from the increased electrical generating capacity created by the new electrical power plant, such as a data center, commercial building, research and development, laboratory, or other light industrial use that is compatible with the mission of NSF Indian Head and the surrounding neighborhood.

The two sites 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 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, provide for the Navy's electricity at a reduced cost to the Navy in the form of in-kind consideration or through a separate power purchase agreement with the Navy, and/or receive market fees from any other end-users. In addition to or instead of electricity at a reduced cost, the Navy expects to receive in-kind consideration of a monetary value at least equal to the Fair Market Value (FMV) of the property. Other potential forms of in-kind consideration are listed in Appendix "I". Ownership of the leased site shall remain with the Navy for the duration of the lease term.

Any use or operation of the sites 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;
- Meeting the current and future needs of the Navy for electricity at NSF Indian Head and elsewhere in Naval District Washington at reduced cost and increased reliability;
- 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 the 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;
- Implementing Best Management Practices (BMP's) to protect Mattawoman Creek and the Potomac River and to comply with the letter and intent of Maryland's Critical Area Act (Chesapeake Bay Act).

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, an Out-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 for Phase II for the exclusive negotiation of the Business Plan.

In Phase I Offerors shall be required to submit written technical proposals reflecting the overall development concept and their qualifications and financial strength. 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.

- 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.
- 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 FAR 9.104-1.

1.6.2 SELECTION FOR PHASE II EXCLUSIVE NEGOTIATIONS:

Following Phase I evaluations, one (1) or more Offeror(s) 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". Where the property contains buildings or structures currently occupied or used by the Navy, those occupants or users will need to be relocated in comparable facilities at a location on NSF Indian Head to be determined by the Navy. The "Facilities Relocation Area", as defined in Appendix "F", is the probable receiving area for relocated occupants or users. However, this site is subject to change. The Navy does not warrant the condition of any of the structures, equipment, etc. offered for outlease.

2.1 LAND

Two EUL sites are being proposed. Site #1 comprises approximately 24 acres located at in the controlled industrial area of NSF Indian Head without the water treatment facility and approximately 28 acres with the water treatment facility. Site #2 comprises approximately 15 acres outside the controlled industrial area near the perimeter fence of NSF Indian Head. Appendices "A", "B", "C" and "D" more particularly describe the property.

2.2 PRINCIPAL IMPROVEMENTS

Site #1

Site #1 is currently occupied by multiple structures which support operations at the existing power plant. A full list of improvements on Site #1 is included in Appendix “C”. The Goddard Power Plant, which is adjacent to Site #1 in the controlled industrial area, is a coal-fired power and steam co-generation plant built in the late 1930s and early 1940s, with an estimated remaining useful life of approximately ten (10) years. Boiler water comes from the Navy-owned and operated water treatment plant, which is adjacent to the Goddard Power Plant and may be included as part of Site #1.

Site #2

There are no improvements on Site #2 except for paved streets and underground utilities.

2.3 INFRASTRUCTURE AND UTILITY SYSTEMS

Appendix “D”, Utilities Diagram and Description, details existing utilities at NSF Indian Head at and around the EUL sites. Appendix “G”, Environmental Condition of Property Report and Checklist, includes information on existing infrastructure and utilities.

Major existing utilities systems at NSF Indian Head include the Goddard Power Plant, which is a steam/electricity co-generation facility; the “Steam B” plant, which provides back-up steam production capabilities; a compressed air system; an electrical distribution system; a potable water system; a river water system used for fire suppression and process cooling; and a wastewater treatment plant.

2.4 DEVELOPMENT CONSIDERATIONS

2.4.1 HISTORICAL, CULTURAL, AND ARCHAEOLOGICAL:

There is an archaeological area on the far eastern point of Site #2. See Appendix “B”. In addition, the proposed Facilities Relocation Area has historical and cultural constraints. See Appendix “F”.

2.4.2 HAZARDOUS MATERIALS:

Appendix “G”, Environmental Condition of Property Report and Checklist (ECP), identifies the presence of nitrocellulose on Site #1. Other hazardous materials may be present at this EUL site. The Selected Developer will be responsible for accomplishing the abatement, removal and disposal of all hazardous materials present at the EUL site and Facilities Relocation Area 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 REGULATION:** Land use and development within NSF Indian Head is not governed by the local land use plan, local zoning regulations, subdivision regulations, or building codes.
- 2.4.4 LEGISLATIVE JURISDICTION:** Exclusive federal jurisdiction applies to NSF Indian Head, including the EUL property.
- 2.4.5 EASEMENTS AND ENCUMBRANCES:** There are no known third-party easements or encumbrances adversely affecting the two EUL sites or Facilities Relocation Area. Offerors are responsible for determining and complying with all easements and encumbrances.
- 2.4.6 UTILITIES:** Navy has the potential to provide electricity, water, sewage except industrial waste, and wastewater service to the Offeror, if requested. Natural gas service is not currently available. The Successful Offeror will be charged the Navy's established rate for each service that it provides. These rates are set annually by Navy policy and are not negotiable. The Navy does not guarantee the continued provision and/or sufficiency of any utility services provided. 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 "D" for a description of current utilities infrastructure.) The Developer will need to coordinate with the Navy to obtain approval for utility connections that cross Navy land not included in the lease agreements. Any associated costs for such services are the financial responsibility of the Developer.
- 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, Charles County, or Town of Indian Head. Facilities constructed should also qualify for certification under the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED") guidelines. Facilities constructed must also comply with Anti-Terrorism/Force Protection ("AT/FP") standards as provided in the Unified Facilities Criteria ("UFC") DoD Minimum Antiterrorism Standards for Buildings. 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.

SECTION 3.0 - ENHANCED USE LEASE REQUIREMENTS AND BUSINESS ARRANGEMENTS

This Section identifies the Navy's primary objectives, requirements, and anticipated business arrangements associated with the prospective Lessee. Refer to Section 4.4 and Appendix "M" 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 Facility 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 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, tenant relocation, 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 Offeror 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 reduced electricity rates, small or large construction projects, repair or improvement to existing NSASP 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 "H" 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, shall provide for efficient vehicular and pedestrian ingress and egress, and shall conform with the Navy's AT/FP requirements and conform to the Installation Appearance Plan (IAP).

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. Electrical utility lines are available within the vicinity of the sites; however, the sites are not currently served by natural gas. The Developer will be responsible, at its cost, for connecting with existing utility lines. The Navy's intent is to provide most utility services, to include electric power, water for personnel use, sewage disposal and treatment (except for industrial waste), as needed, to the EUL project sites. The Navy will not provide steam, will not accept industrial waste water, and will not provide water in sufficient volume for industrial use. Such services provided shall be metered and the Developer will be responsible for paying the Navy for such services at rates to be established by Naval District Washington. The Navy does not guarantee the continued provision and/or sufficiency of any utility services provided.

The Navy does not provide natural gas service or communications service to the site. The Developer shall be responsible for procuring such natural gas service, telephone, Internet service, cable/satellite television, and/or other communications 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. Any associated costs for such services are the financial responsibility of the Developer.

The closest natural gas line is a main distribution line owned and operated by Washington Gas that is located approximately six (6) miles to the north of NSF Indian Head on Route 210.

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 Naval 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, appropriate environmental documentation that complies with the requirements of the National Environmental Policy Act (NEPA) for its proposed project. The Navy expects this documentation to take the form of either an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). If the Developer uses a contractor to prepare the EA or EIS, the Navy must approve the contractor. The documentation must comply with all applicable requirements under NEPA, including without limitation, relevant DoD and Navy policies. The Navy has final approval regarding the adequacy of the prepared NEPA documentation. The Developer shall participate in public meetings and hearings associated with the EA or EIS for this project. 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 NEPA analysis 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 demonstrate a full understanding of the abatement, removal, disposal and remediation of hazardous materials known to be present at the EUL sites, including adherence to applicable Federal standards for such removal and disposal work, which will be performed at the selected Offeror's cost. 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 "J" 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.

3.12 CONSTRUCTION SCREENING AND BACKGROUND VERIFICATION

The selected Developer shall comply with NSF Indian Head procedures regarding screening and background verification for all construction personnel whose participation in the EUL development or the construction of relocation facilities will require access to NSF Indian Head. Appendix "K" contains NSASP INSTRUCTION 5560.1 which details the construction screening and background verification procedures for NSF Indian Head.

3.13 RELOCATION REQUIREMENTS

The selected Developer shall be responsible for providing suitable replacement facilities at its own expense for use by tenants that currently occupy Site #1. Land will be made available by the Navy within the Facilities Relocation Area to accommodate the construction of replacement facilities. Appendix "E" provides information on the relocation requirements of

the Navy. Additional information will be provided to the selected Developer on building size, location, design, and construction standards during Phase II exclusive negotiations.

3.14 PROPOSED RELOCATION SITE

The Navy will make available land within the Facilities Relocation Area to accommodate construction of suitable replacement facilities for the use of tenants that currently occupy Site #1. Appendix “F” includes information regarding the proposed relocation site, including principal improvements and development constraints. Redevelopment of this site could involve compliance with historic preservation requirements

SECTION 4.0 - PROPOSAL SUBMISSION INSTRUCTIONS

4.1 PROVISIONS

Offerors are required to comply with the following instructions while developing their proposal. Where instructions conflict and no order of precedence is 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 information 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 using nor have they used A&M REAS, or any of its current 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 “L”.

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 amendments(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 “M” 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. N40080LO10337**” 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: October 15, 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: 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. The remaining six (6) factors (Factors 3-8) are approximately equal in importance and are of lesser importance than Factors 1 and 2. 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 Offeror's Development Plan

- (a) Understanding of Anticipated Design and Construction Elements
- (b) Experience and Performance with Hazmat Removal, Disposal and Remediation (if applicable)

Factor No. 4 Marketing Plan

Factor No. 5 Demonstrated Maintenance and Management Capability

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

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

Factor No. 7 **Achievement of Navy Goals, Concepts and Objectives**

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 type of facility or facilities being proposed. 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 energy and commercial/light industrial (C/LI) projects, especially under a leasing arrangement, as well as the Offeror's strategy to secure financing.

DEVELOPMENT PLAN: This factor will be used to evaluate and demonstrate that the Offeror has a clear understanding of the anticipated permitting, design and construction elements of the project; including the requirement to relocate displaced tenants, comply with historic preservation requirements, as needed, and remove, remediate and mitigate hazardous materials known to be present in significant quantities in the Premises.

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 identified users, although the Navy may want to acquire reduced-cost electricity from the project through a separate power purchase agreement or in the form of in-kind consideration. 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's goals and objectives; and (2) that the Offeror has a feasible plan to identify an experienced and capable end-user, operator or offtaker.

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 of large, complex energy and CO/LI projects. 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.

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 Sections 1.5 and 3.1 of this RFQ, and a realistic approach to accomplishing them.

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 of the type being proposed.

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 that 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, net of relocation costs required to accommodate tenants displaced in Site #1.

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 “N” 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 out-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. 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.

SECTION 7.0 - EVALUATION RATINGS AND RISK ASSESSMENTS

7.1 EVALUATION RATINGS

Each evaluation factor will be assigned one of the ratings defined below. After each technical factor is rated, each technical proposal will receive an overall rating, also in accordance with the ratings defined below.

EXCEPTIONAL (E): (Proposal/factor) demonstrates a thorough and detailed understanding of requirements. Technical approach and capabilities significantly exceed minimum performance and capability standards in a way beneficial to the Government. Proposal/factor offers one or more strengths. Strengths significantly outweigh weaknesses, if any.

GOOD (G): (Proposal/factor) demonstrates a good understanding of requirements. Technical approach and capabilities exceed minimum performance and capability standards in a manner that demonstrates added value above a satisfactory response. Proposal/factor offers one or more strengths. Strengths outweigh weaknesses, if any.

SATISFACTORY (S): (Proposal/factor) demonstrates an acceptable understanding of requirements. Technical approach and capabilities meet minimum performance and capability standards. Proposal/factor offers no strengths, or, if there are any strengths, these strengths are offset by weaknesses.

MARGINAL (M): (Proposal/factor) demonstrates a limited understanding of requirements. Technical approach and capabilities are questionable as to whether or not they meet minimum performance and capability standards necessary for acceptable contract performance. Proposal/factor contains weaknesses and offers no strengths, or, if there are any strengths, these strengths are outweighed by weaknesses. Proposal/factor might be made satisfactory with additional information and without a major revision of the proposal.

UNSATISFACTORY (U): (Proposal/factor) demonstrates a lack of understanding of requirements. Technical approach and capabilities do not meet minimum performance and capability standards necessary for acceptable contract performance. Proposal/factor contains major errors, omissions, significant weaknesses and/or

deficiencies. Proposal/factor could only be made satisfactory with a major revision of the proposal.

7.2 RISK ASSESSMENTS

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.

The following definitions shall be used when assessing “Proposal Risk”:

LOW RISK (L): Any weaknesses identified by the evaluators have little potential to cause disruption to the planning and implementation phases. Normal contractor/government effort and monitoring will probably minimize any difficulties.

MODERATE RISK (M): There are weaknesses identified by the evaluators that can potentially cause disruption to the planning and implementation phases. Special contractor/government effort and close monitoring will probably minimize any difficulties.

HIGH RISK (H): These are weaknesses identified by the evaluators that have the potential to cause significant disruption to the planning and implementation phases even with special contractor/government effort and close monitoring.

The following definitions shall be used when assessing “Performance Risk”:

LOW RISK (L): Little doubt exists, based on the Offeror’s performance record, that the Offeror can perform the proposed effort.

MODERATE RISK (M): Some doubt exists, based on the Offeror’s performance record, that the Offeror can perform the proposed effort.

HIGH RISK (H): Significant doubt exists, based on the Offeror’s performance record, that the Offeror can perform the proposed effort.

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 “N” identifies such FAR provisions.

8.2 MANDATORY CLAUSES

Offerors shall consider the Mandatory Clauses Required by Federal Law (identified in Appendix “N”) during preparation of their proposal. These clauses shall become part of the out-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

Depending on the in-kind services that might be provided to the Navy, Davis-Bacon wage requirements may apply. Davis-Bacon prevailing wage requirements usually apply to public buildings and public works.

8.8 INSPECTION ON-SITE VISIT

Offerors are encouraged to participate in the on-site visit to the sites that will be arranged for all attendees to the Industry Forum.

SECTION 9.0 - POINT OF CONTACT FOR INFORMATION AND CLARIFICATIONS

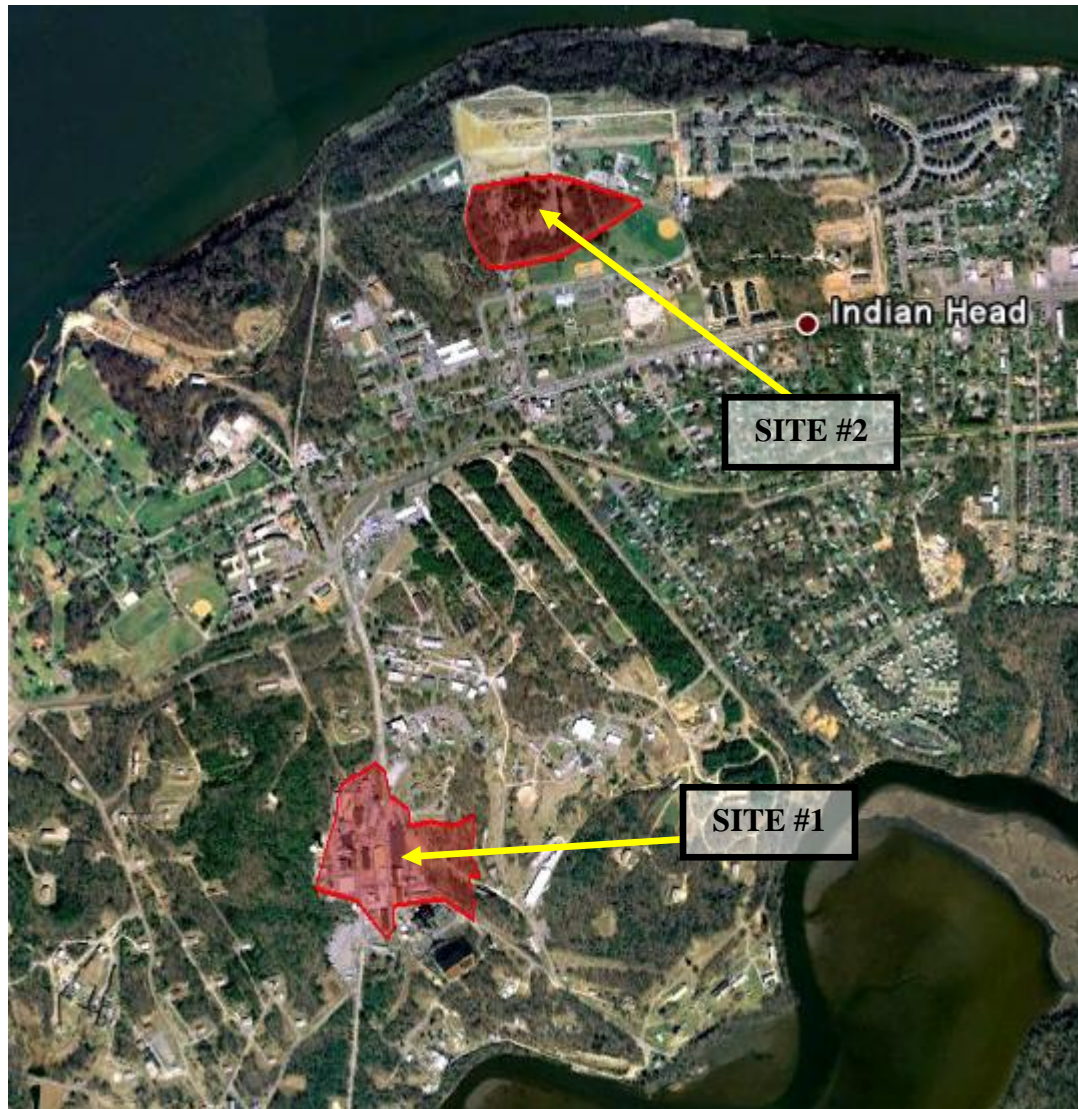
All questions, clarifications and general information requests shall be submitted in writing to:

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

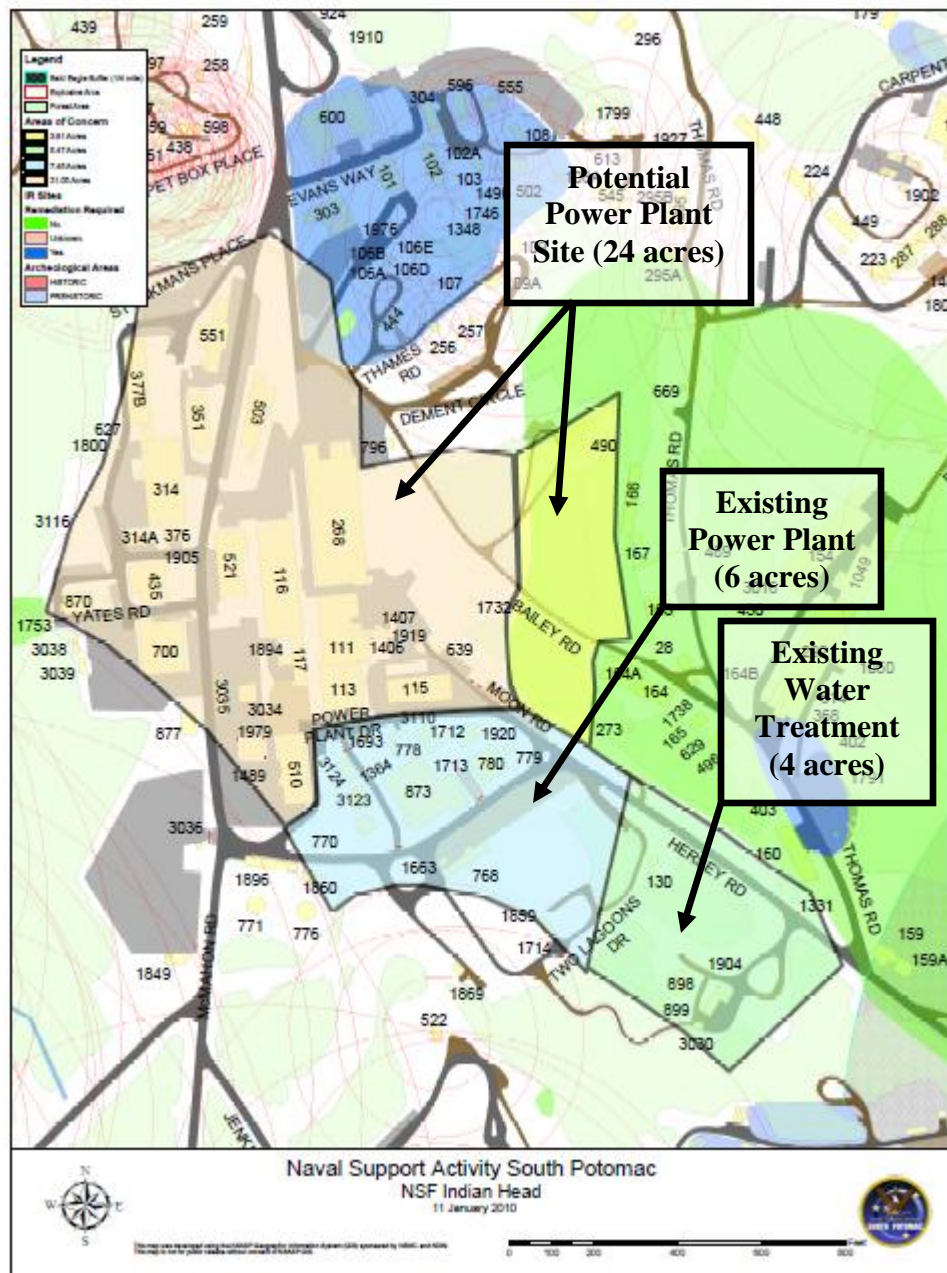
APPENDIX A
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, MD

PROPERTY AND VICINITY MAPS OF EUL SITES #1 AND #2

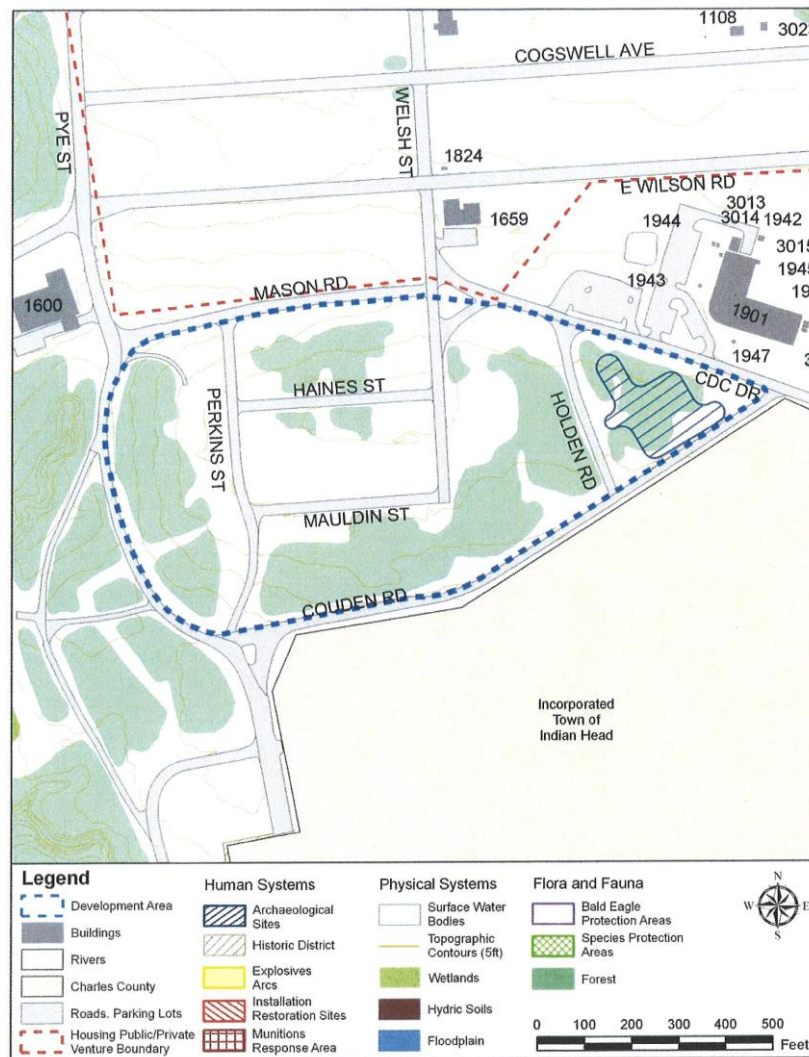
The accompanying maps are provided for illustrative purposes only. A legal metes and bounds survey has not been prepared. The EUL opportunity is comprised of two sites located on NSF Indian Head.



The approximate EUL Site #1 and surrounding area are shown below. Site #1 comprises approximately 24 acres and is located in the controlled industrial area of NSF Indian Head, adjacent to the existing Goddard Power Plant (Building 873). A map of Site #1 and the adjacent power plant and water treatment facility is provided below. The water treatment facility, which currently serves only the Goddard Power Plant, could be included as part of Site #1 for this EUL.



The approximate EUL Site #2 and surrounding area are shown below. Site #2 comprises approximately 15 acres and is located well outside of the controlled industrial area of NSF Indian Head. A map of Site #2 is displayed below. This snow-cone-shaped site is bordered by Pye Street to the west, Mason Road and CDC Drive to the north, and Couden Road to the south.



APPENDIX B
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, MD

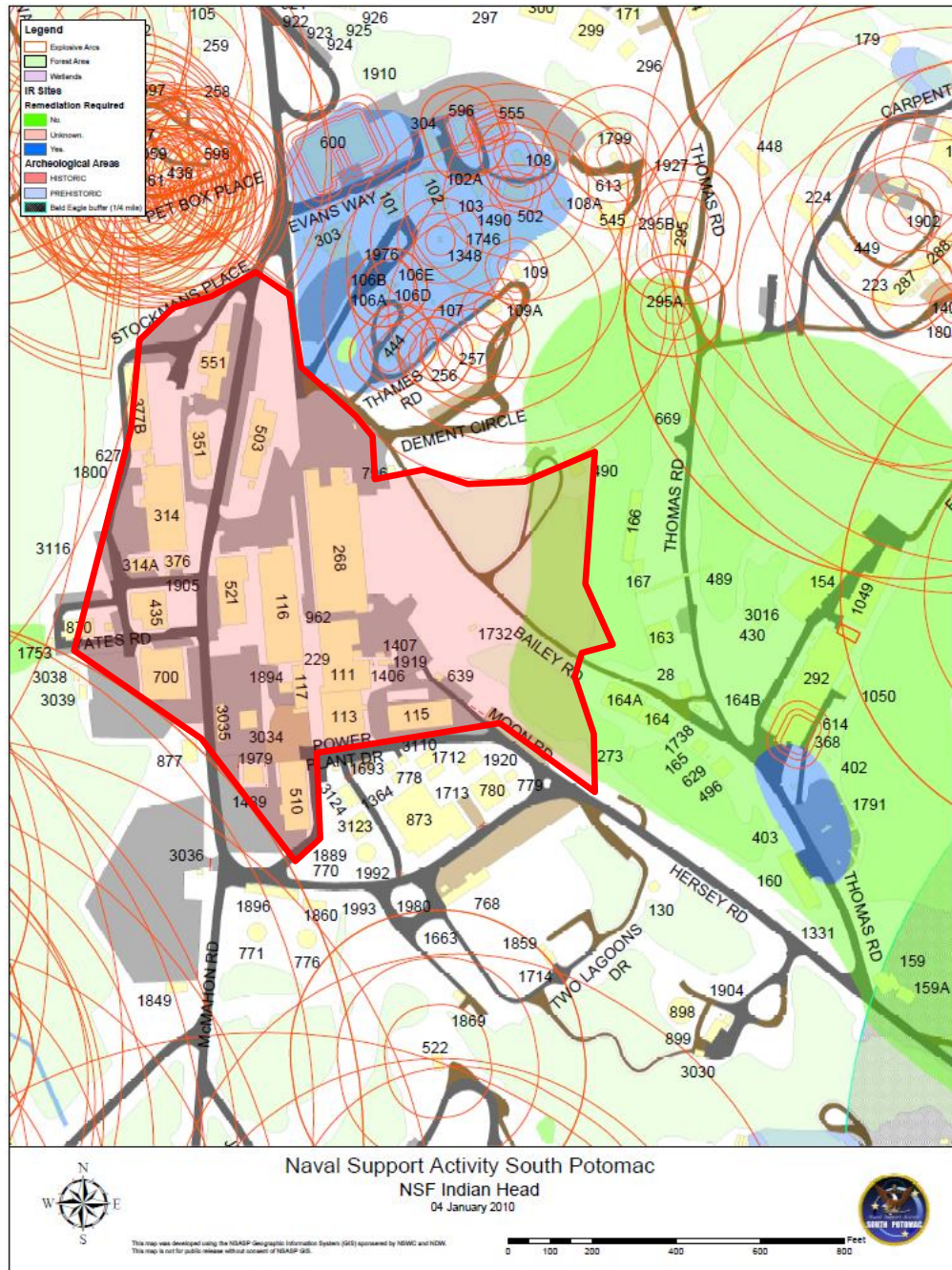
DESCRIPTION OF EUL SITE

Sites #1 and #2 have been selected to minimize development constraints. Site #1 cannot be expanded beyond its proposed boundaries due to the existence of explosive arcs. In addition, Site #1 is constrained by an Installation Remediation (IR) site to the northeast, and by unsuitable topography to the east and west. Site #2 includes an archeological area. The aerial photographs and constraints and topographical maps included below provide additional detail regarding the sites' delineations, development constraints, and topography.

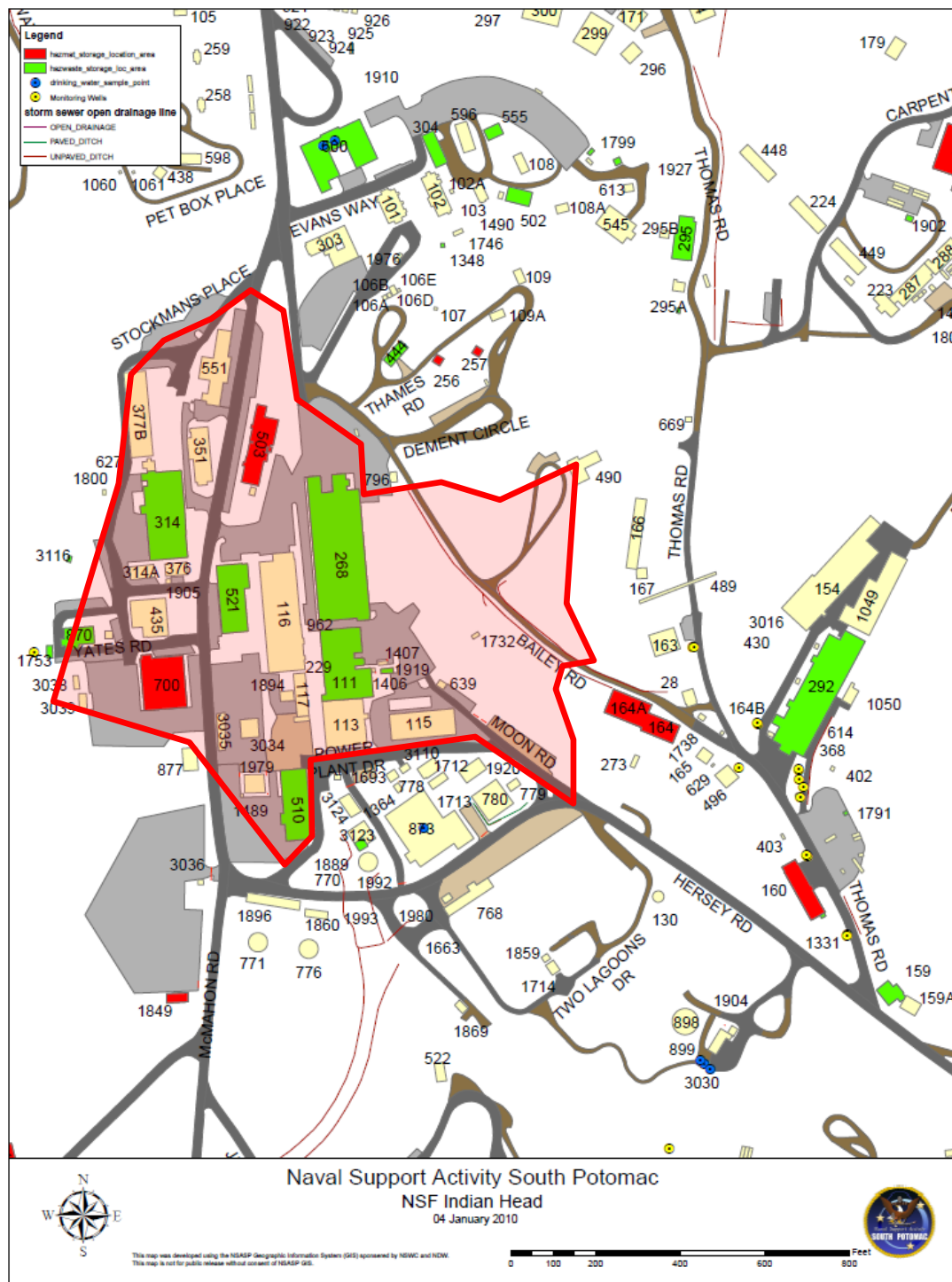
Site #1 Boundaries



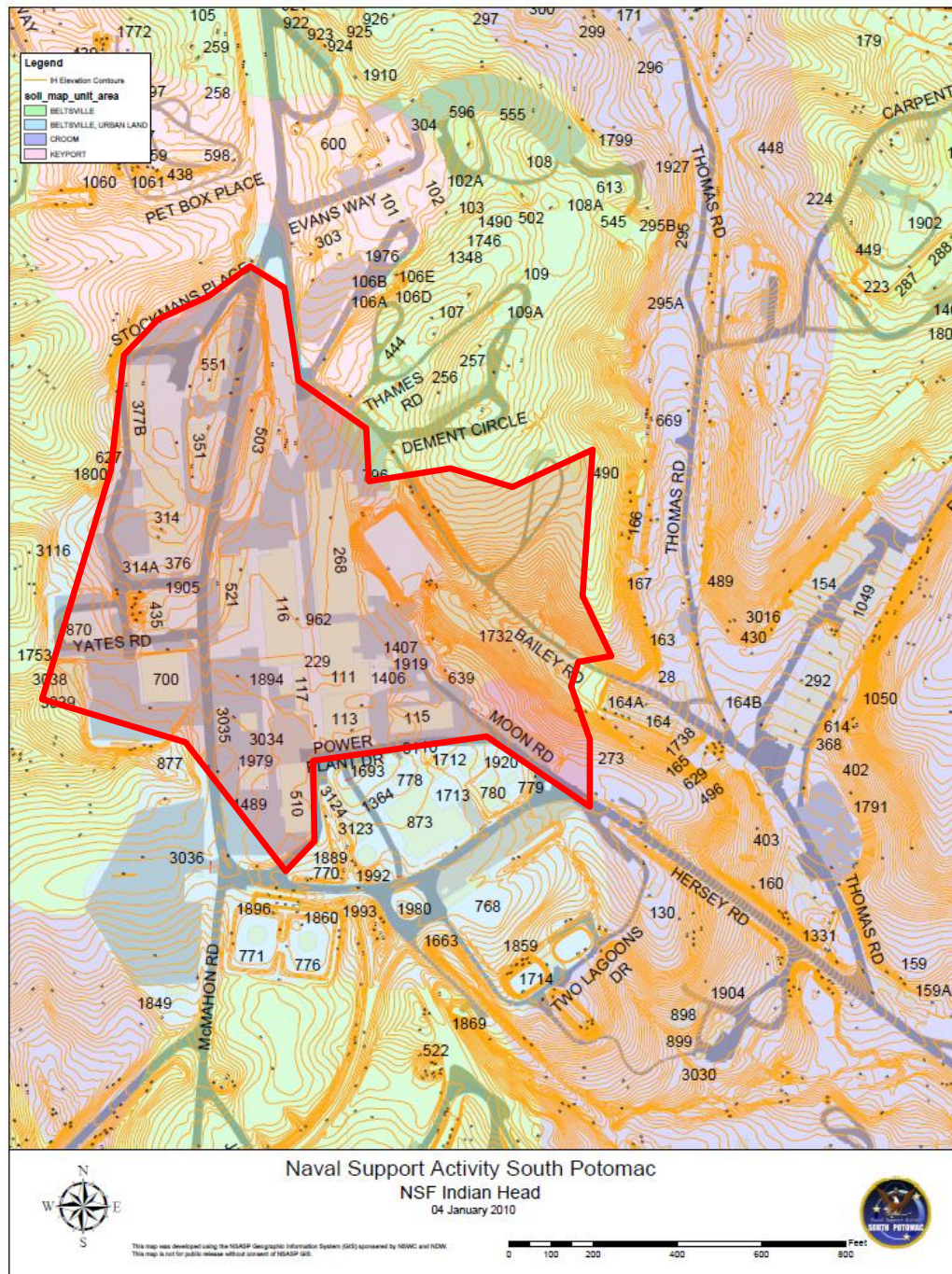
Site #1 Operational and Environmental Constraints Map



Site #1 Physical Constraints Map



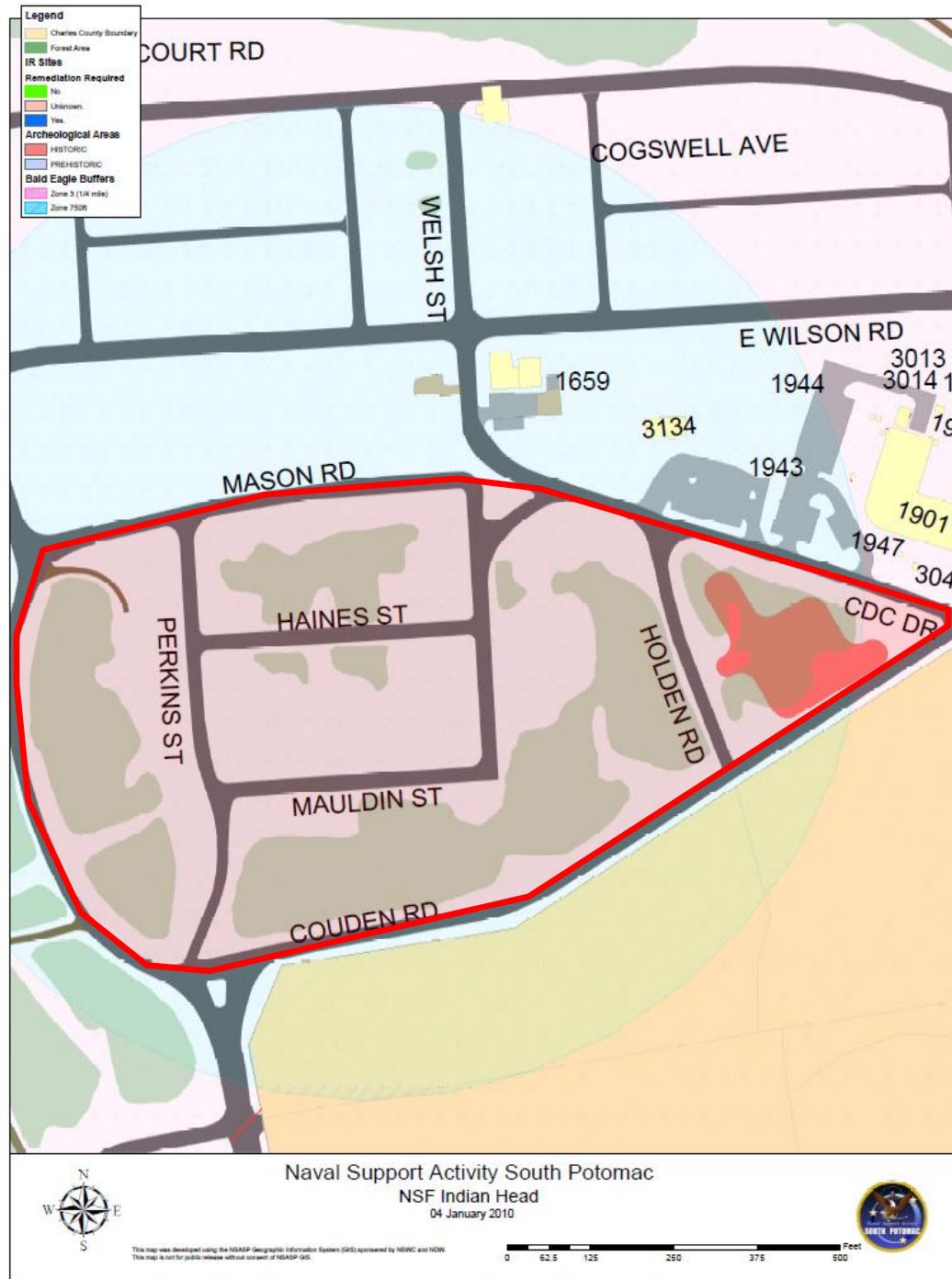
Site #1 Topographical Map



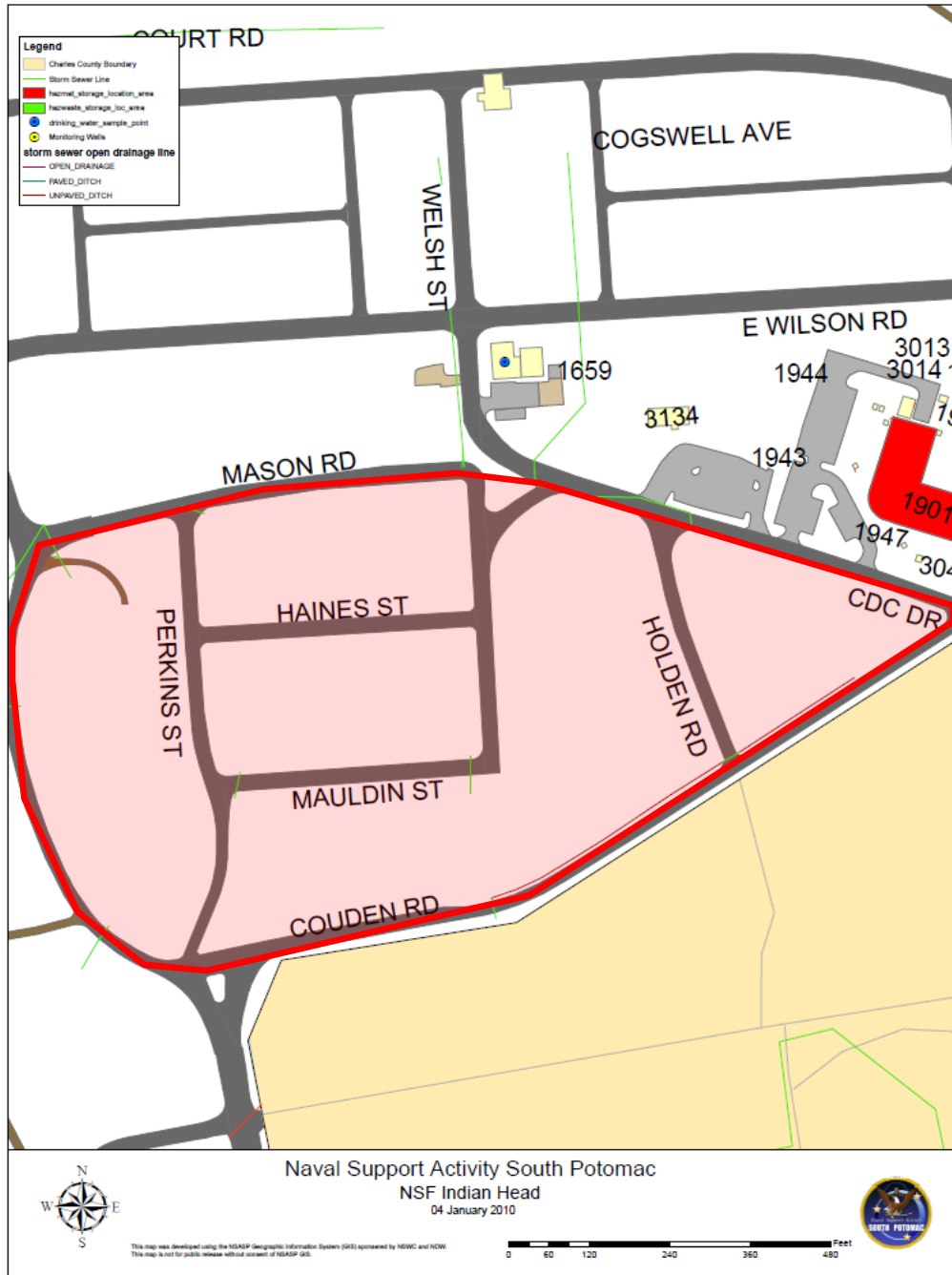
Site #2 Boundaries



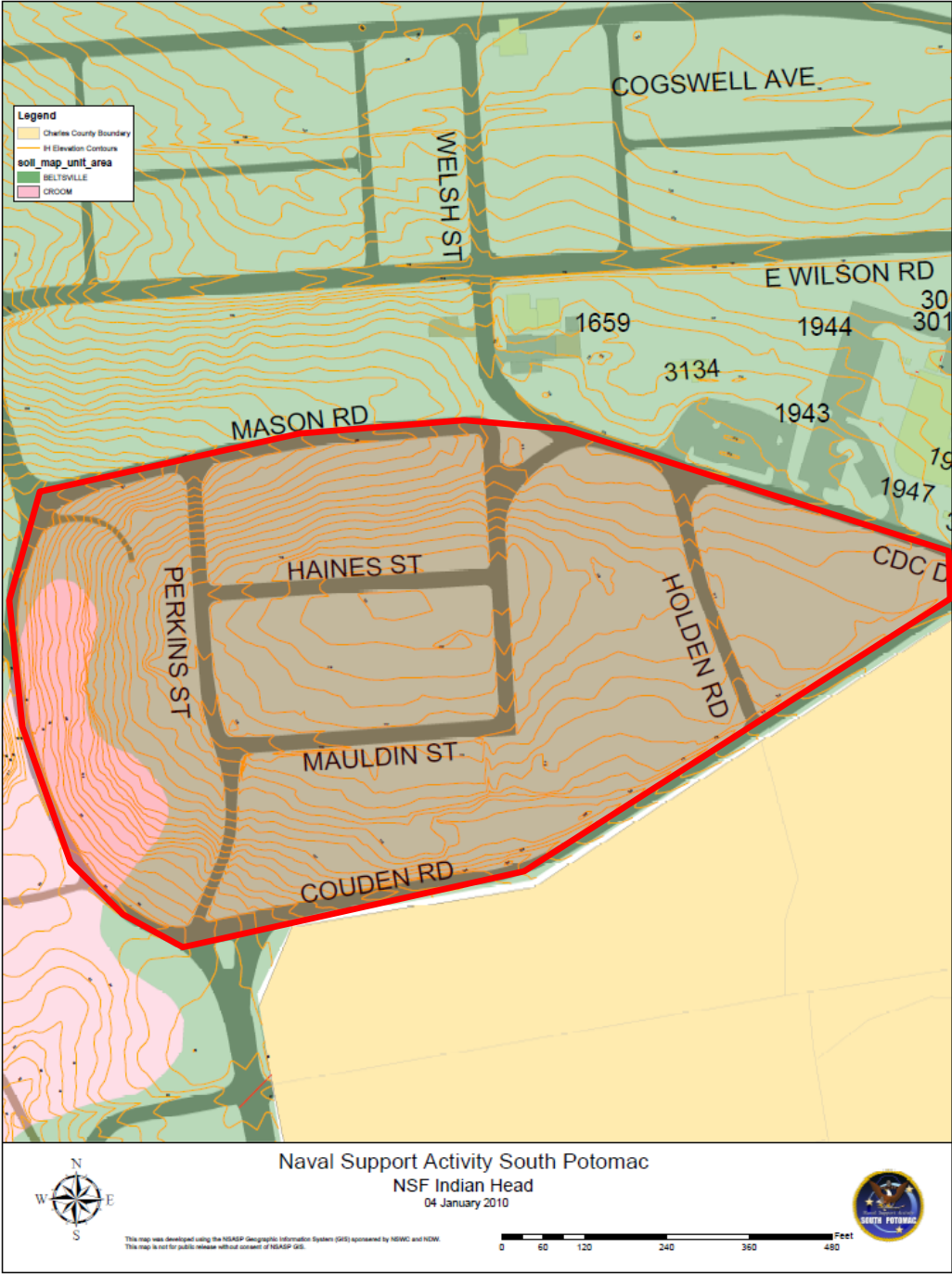
Site #2 Operational and Physical Constraints



Site #2 Physical Constraints



Site #2 Topographical Map



APPENDIX C
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, MD

DESCRIPTION OF PRINCIPAL IMPROVEMENTS

The tables below summarize the principal improvements located on Site #1, not including the water treatment facility. No facilities currently occupy Site #2.

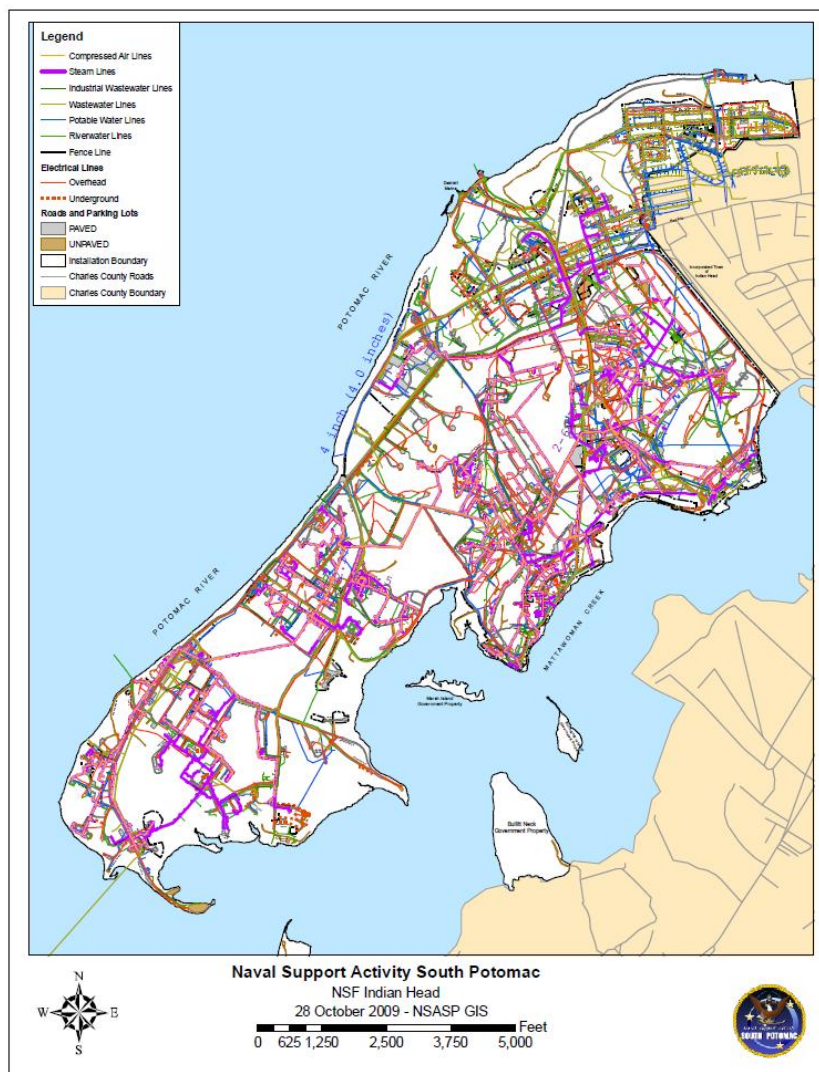
FACILITY TYPE	FACILITY NUMBER	AREA (SF)	NOTES
Filling Station Building	1489	54	
Veh & equip rdy fuel str	1979	10000 (Gallons)	10000 gallons
Operation Vehicle Storage	700	11,143	
Operational Storage	314A	1,170	
Academic Instruction Bldg	111	10,009	
Applied Instruction Bldg	314A	454	
Vehicle wash platform	3034	1,200	
Change/Relief House	268	2,793	
Elecnx/comms maint shop	268	36,303	
Electronics - Spares & Storage	376, 521	1,979	
Fld maint shop(genl suppl)	521	4,898	
Public Works Shop	111, 113, 314, 510	53,680	
Public Works Shop	870		
PW maintenance storage	115	9,501	
Railroad Equipment Plant	510	5,124	
Missile sys integrat lab	435	3,879	
Elec & electronics sys lab	116, 268, 435	16,162	
General Purp Warehouse	377B	14,017	
General Warehouse Marcorps	521	unknown	
Hazardous/flammabl strhse	117	2,500	
General Storage Shed	627	874	
MTIS building	116	24,134	
Administrative Office	111, 503, 551	11,809	
Administrative Office	116, 351, 503	13,235	
Administrative Office	435	2,175	
Administrative Office	700	5,489	
Transformer station under 500	1905	N/A	499 kv
Substation more than 499 KV	1406, 1407	N/A	1000 kv
A/C-C/W TMSN/DIST sys lge	1732	N/A	20 LF
Water distribution building	639	N/A	
Valve Shelter-fire protection sys	627	N/A	
Bldg housg misc ulil plt	111, 1919	9,582	
General Storage Shed	1753	1,313	
Chemistry/toxicology lab	490	5937	
Total Approximate SF Demolition Requirement		249,414	

APPENDIX D
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, MD

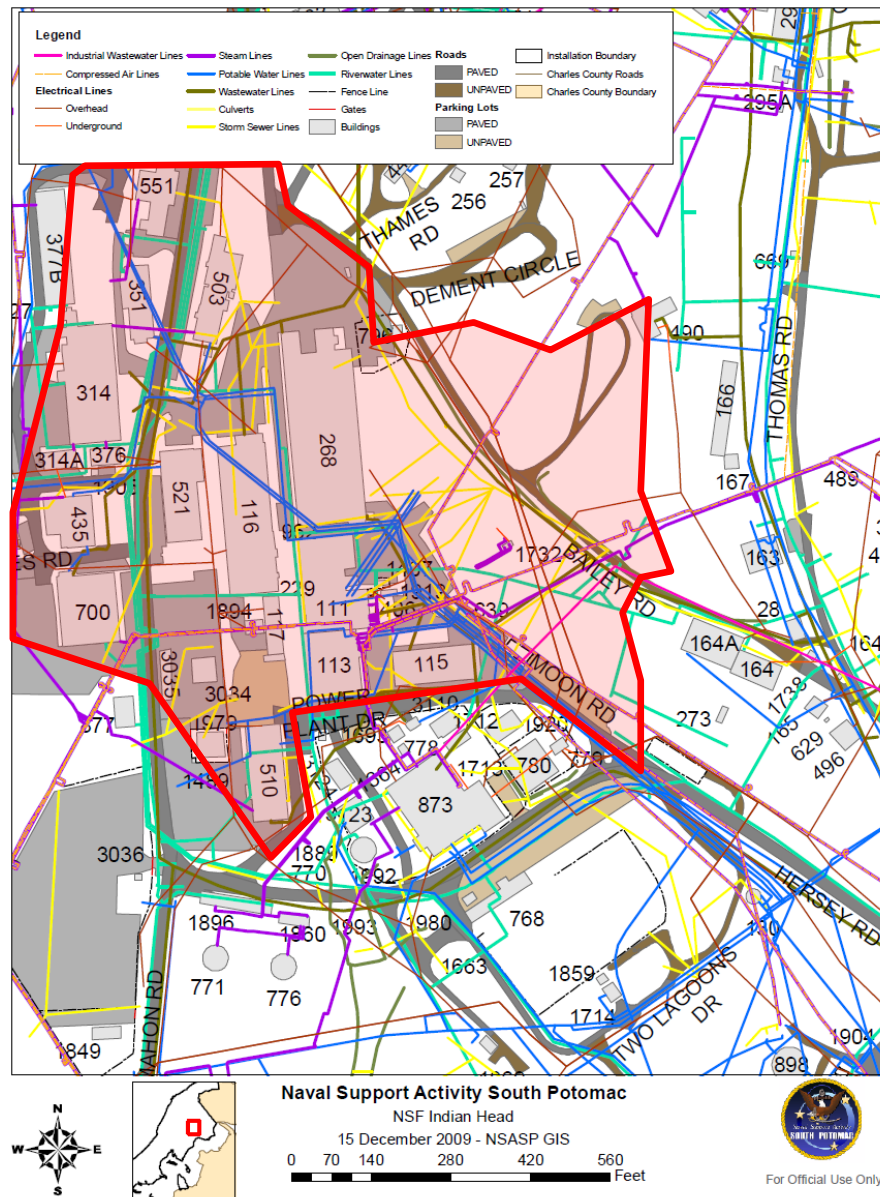
UTILITIES DIAGRAM AND DESCRIPTION

Below are diagrams illustrating utilities available throughout NSF Indian Head and at or near the EUL sites. Natural gas is currently not available on base. A Washington Gas distribution line is located approximately six miles north of the base on Maryland S.R. 210.

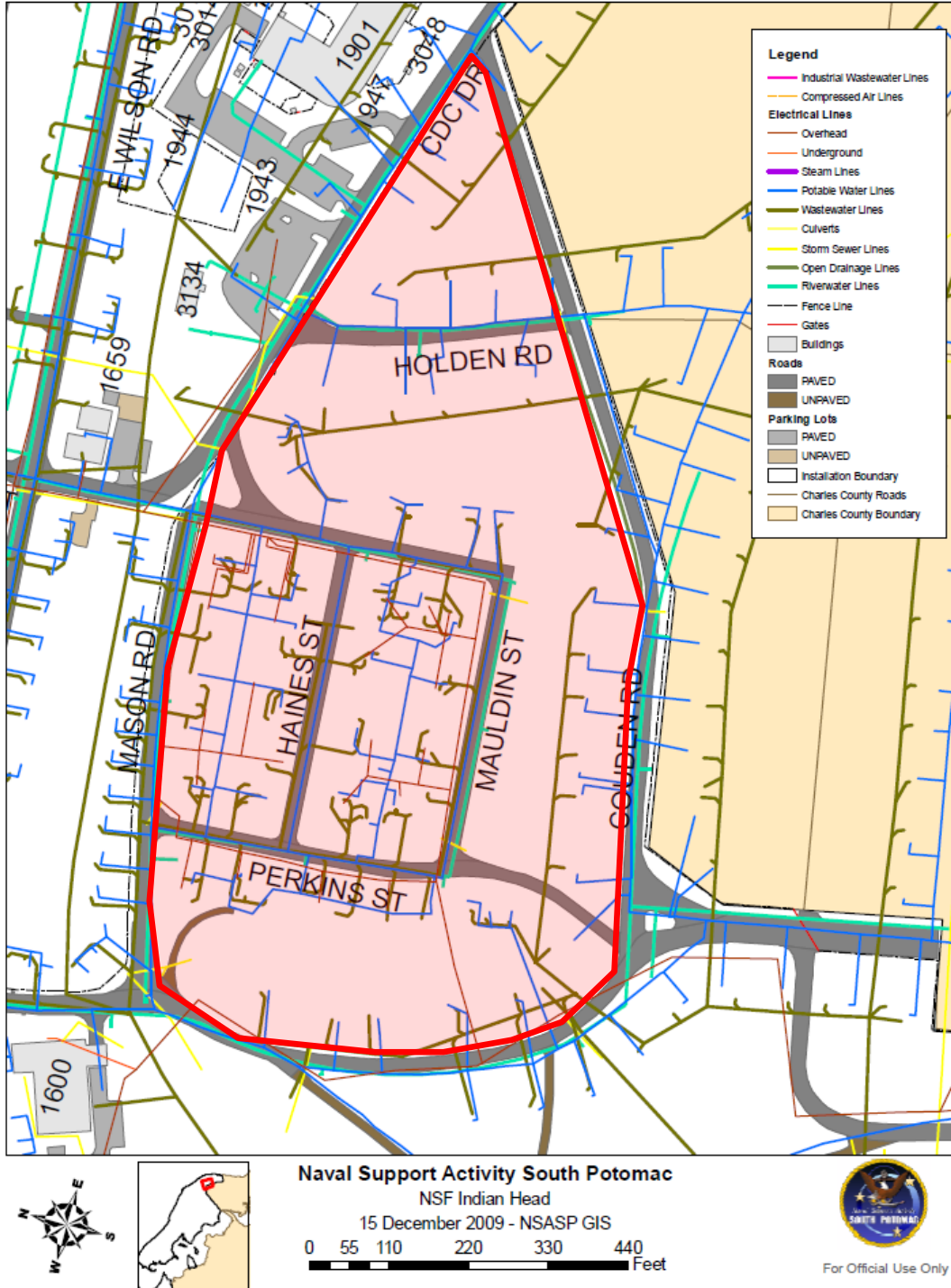
NSFIH Utilities Map



Site #1 Utilities



Site #2 Utilities



**INDIAN HEAD
UTILITY DIVISION
UTILITY SYSTEMS DESCRIPTION**

In the future, the Navy intends to transition its steam power from its centralized steam generation facility to a decentralized steam operation, closing the Goddard Power Plant.

ELECTRIC DISTRIBUTION

The size of the existing transmission coming on base is 69 KVA.

POTABLE WATER

Current permits will not allow the base to provide additional potable water in significant quantities. Maryland Department of the Environment (MDE) permitting will be required and will be the responsibility of the Developer.

RIVER WATER

The river water system is used to supply water for fire suppression and to process cooling water. There are two river water pump houses that supply the river water distribution system. The system operates at 160psi. The Goddard Power Plant uses clarified river water for its steam generation.

WASTEWATER

The wastewater treatment system can accept 100,000 gallons per day of sanitary waste water but cannot accept additional industrial waste water.

APPENDIX E
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, MD

RELOCATION REQUIREMENTS

The selected developer will be responsible for providing suitable replacement facilities at its own expense for the use of tenants that currently occupy Site #1 and that would be displaced as a result of the Offeror's proposed development of Site #1. Land will be made available by the Navy within the Facilities Relocation Area (See Appendix "F") to accommodate this construction. The Navy's estimate for the relocation requirement is up to 203,155 SF. This is the maximum relocation requirement; the actual amount of required replacement space may be lower. The table below summarizes the facilities currently believed to require replacement.

FACILITY TYPE	FACILITY NUMBER	AREA (SF)	RELOCATION SIZE (SF)	NOTES
Filling Station Building	1489	54	54	
Veh & equip rdy fuel str	1979	10000 (Gallons)	3,600	10000 gallons
Operation Vehicle Storage	700	11,143	11,143	
Operational Storage	314A	1,170	1,170	
Academic Instruction Bldg	111	10,009	0	
Applied Instruction Bldg	314A	454	375	
Vehicle wash platform	3034	1,200	1,200	
Change/Relief House	268	2,793	0	
Elecnx/comms maint shop	268	36,303	36,303	
Electronics - Spares & Storage	376, 521	1,979	809	
Fld maint shop(genl suppl)	521	4,898	4,898	
Public Works Shop	111, 113, 314, 510	53,680	57,422	
Public Works Shop	870			
PW maintenance storage	115	9,501	0	
Railroad Equipment Plant	510	5,124	0	
Missile sys integrat lab	435	3,879	3,601	
Elec & electronics sys lab	116, 268, 435	16,162	0	
General Purp Warehouse	377B	14,017	14,017	
General Warehouse Marcorps	521	unknown	5,153	
Hazardous/flammabl strhse	117	2,500	2,500	
General Storage Shed	627	874	0	
MTIS building	116	24,134	24,600	
Administrative Office	111, 503, 551	11,809	10,660	
Administrative Office	116, 351, 503	13,235		
Administrative Office	435	2,175	2,175	
Administrative Office	700	5,489	5,489	
Transformer station under 500	1905	N/A	90	499 kv
Substation more than 499 KV	1406, 1407	N/A	559	1000 kv
A/C-C/W TMSN/DIST sys lge	1732	N/A	180	20 LF
Water distribution building	639	N/A	221	
Valve Shelter-fire protection sys	627	N/A	104	
Bldg housg misc util plt	111, 1919	9,582	9,582	
General Storage Shed	1753	1,313	1,313	
Chemistry/toxicology lab	490	5937	5,937	
Total Maximum SF of Relocation Requirement			203,155	

APPENDIX F
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, MD

PROPOSED RELOCATION SITE

The Facilities Relocation Area will be provided by the Navy to accommodate construction of suitable replacement facilities for the use of tenants that currently occupy Site #1. The aerial photographs and maps that follow indicate the boundaries of the proposed relocation area and other information, such as development constraints, topography, and available utilities.

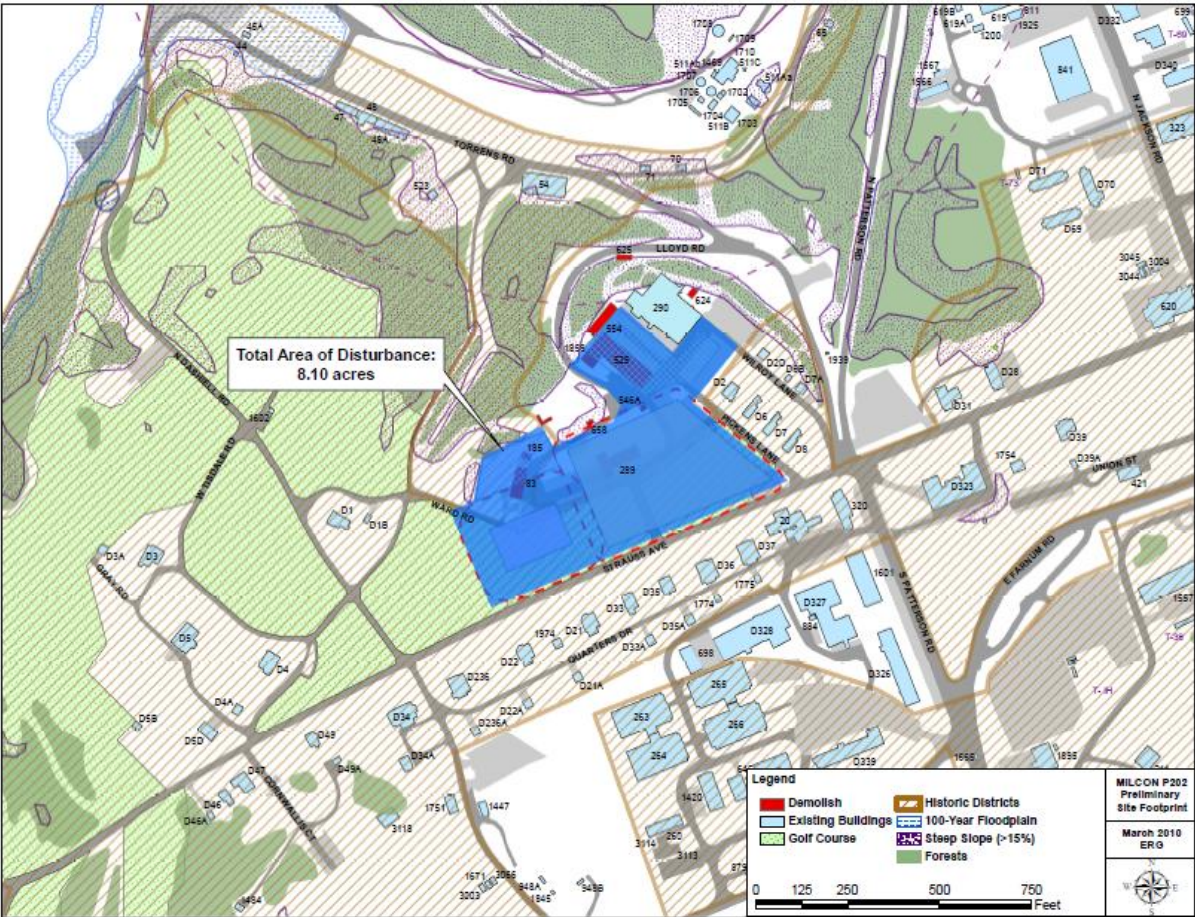
Facilities Relocation Area Location



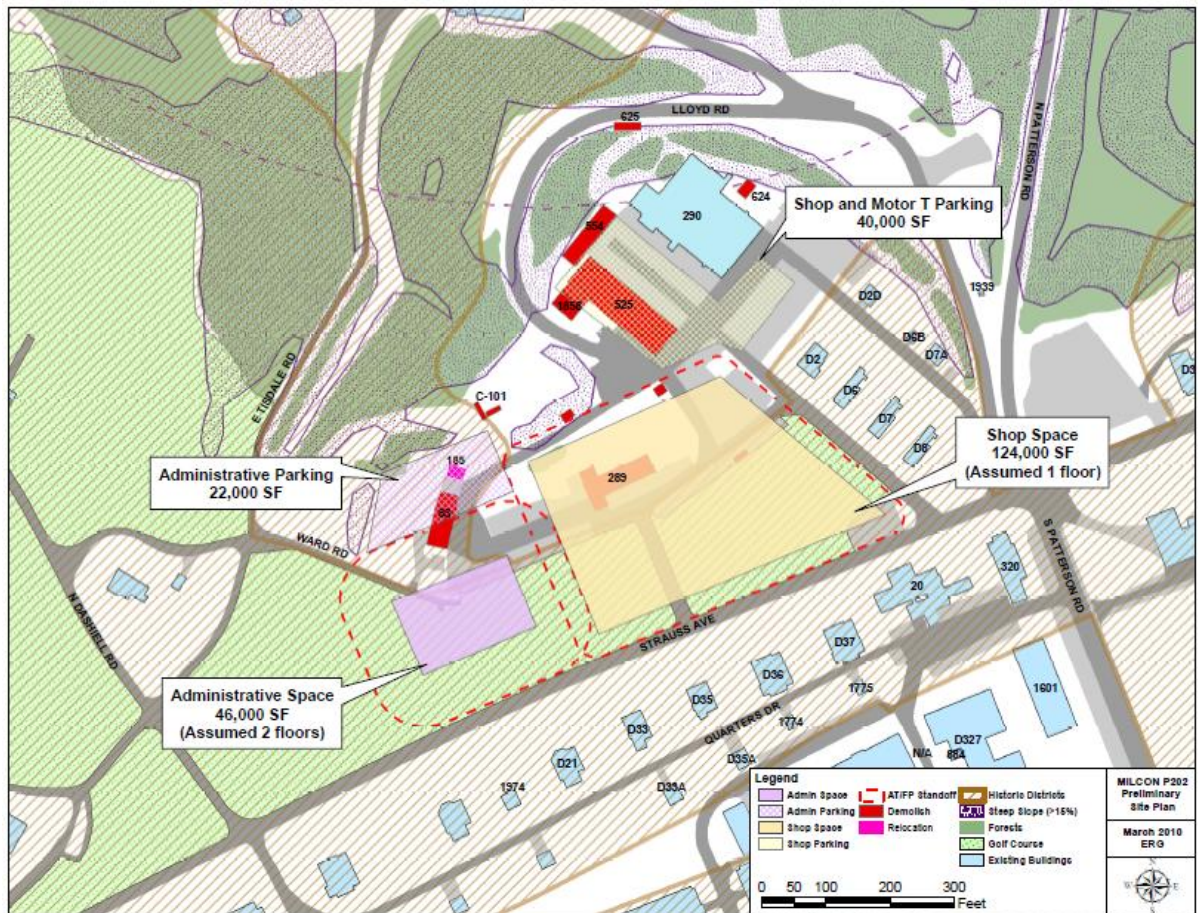
Facilities Relocation Area Boundaries



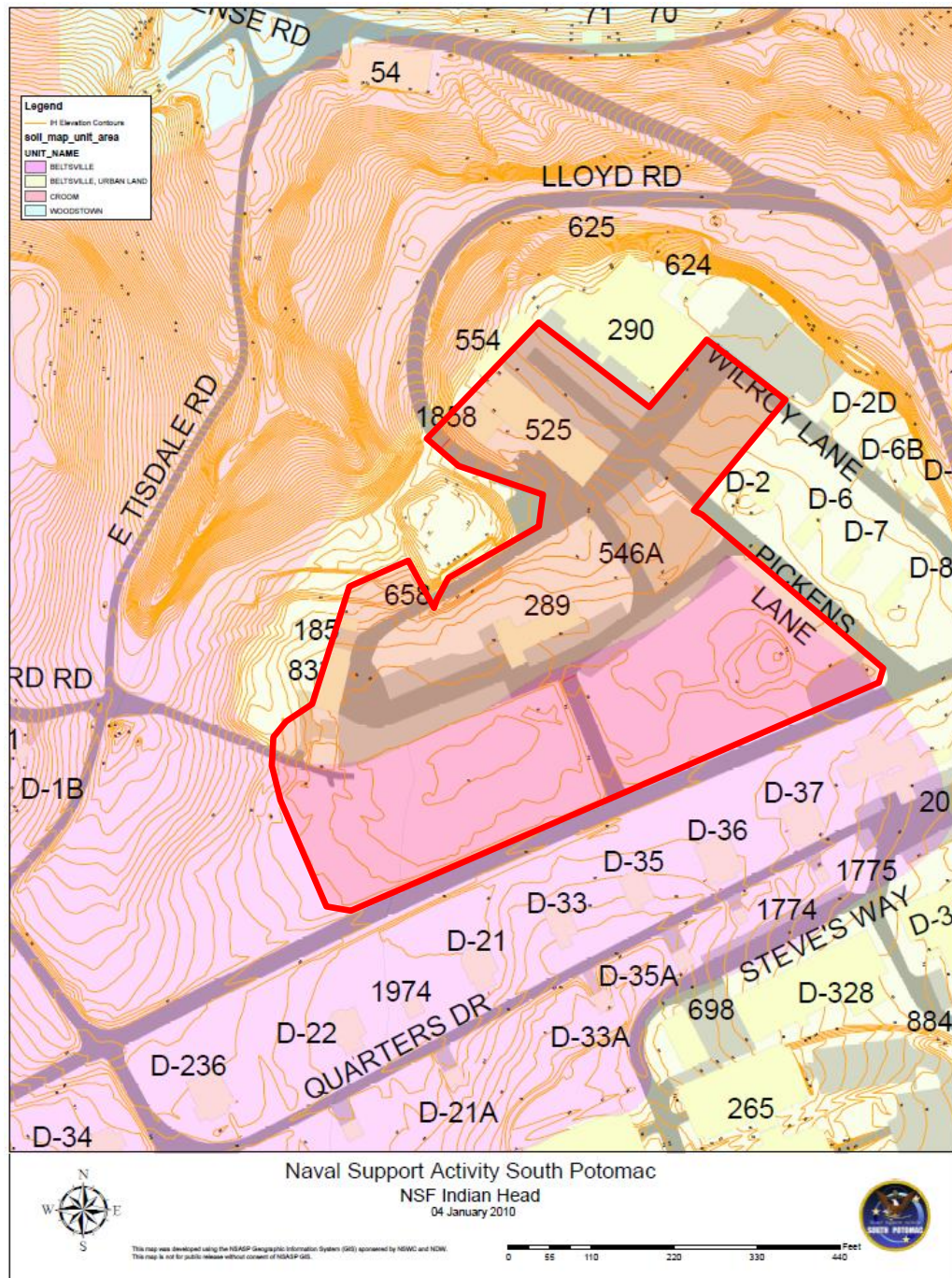
Facilities Relocation Area Physical and Operational Constraints



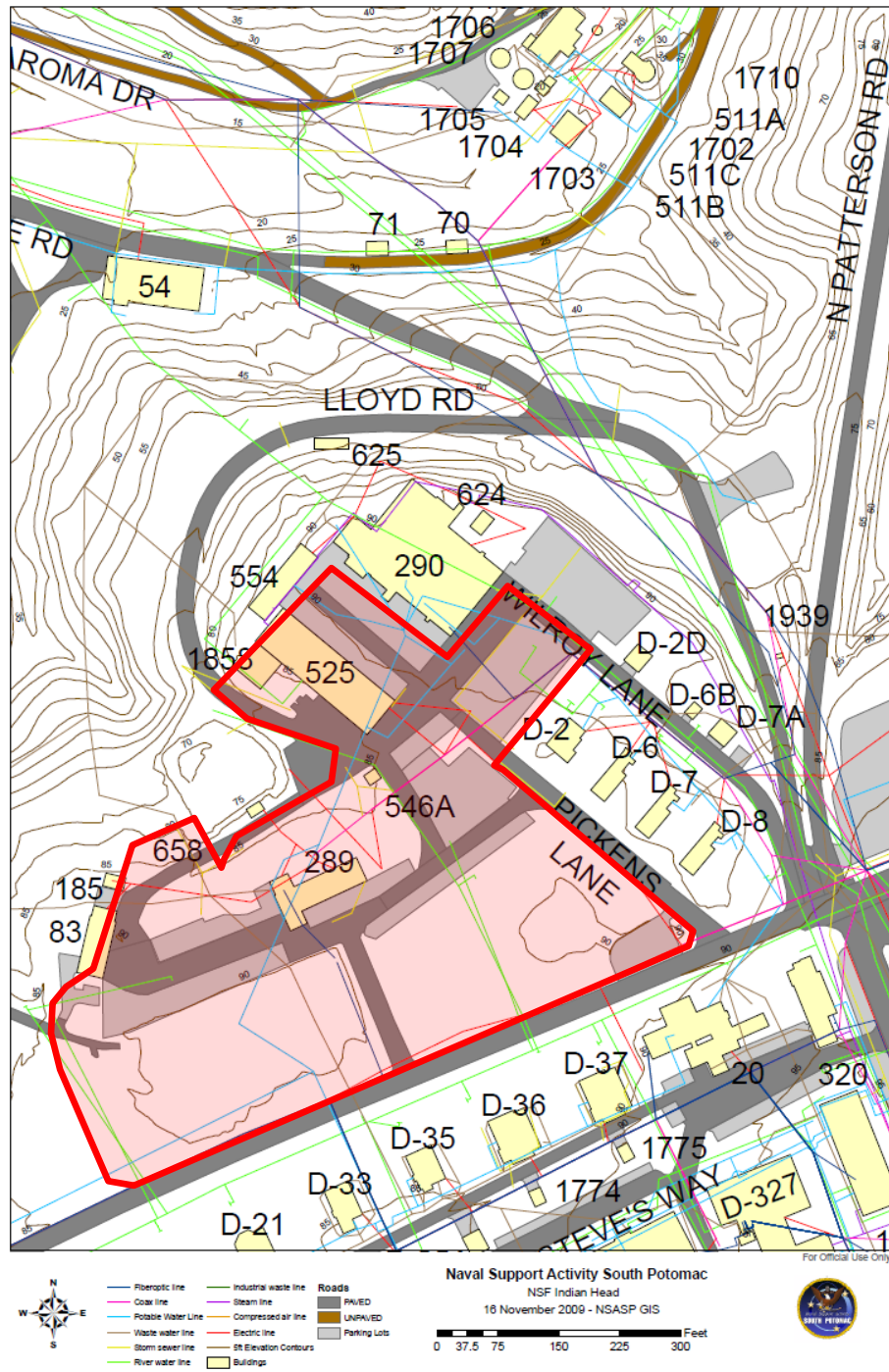
Facilities Relocation Area Surrounding Use Map



Facilities Relocation Area Topographical Map



Facilities Relocation Area Utilities



APPENDIX G
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, MD

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) REPORT

The ECP Report will be made available to prospective Offerors at the Navy's EUL website:
www.navyeul.com.

APPENDIX H
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, MD

PROHIBITED USES AND ACTIVITIES

The following uses and activities for the power plant site at NSF Indian Head are prohibited:

- a. Any use that requires unrestricted access to the site. Note: Any use of the site will require some degree of restriction as the site is located within a United States Naval facility. Further, the restrictions will vary depending on the individual users, the proposed use(s) and the needs of the United States Government.
- b. Any use by non-United States Citizens. Lease-holders, residential occupants and employees of Navy-approved commercial tenants must be U.S. citizens. Non-U.S. citizens can be visitors to the EUL site but must be appropriately screened in advance of any entry onto NSF Indian Head.
- c. Casinos or any other type of establishment which facilitates gambling.
- d. Public entertainment, including, but not being limited to, movie theaters, live theater, live shows, dancing, concerts, aquarium, museum and other similar enterprises.
- e. Commercial retail uses of all types, including, but not being limited to, stores, bars, restaurants and pubs.
- f. Any agricultural uses, including, but not limited to, raising livestock and farming.
- g. Any use that generates a noise profile that is determined unacceptable to the Commanding Officer of NSA South Potomac.
- h. 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. As used herein the term “large quantities of waste material” means any quantity of waste material that would, as deemed by the Navy, adversely affect the NSF Indian Head mission or adversely impact the NSF Indian Head’s relationship with its neighboring communities.
- i. A petroleum refinery and/or storage facility, a Liquefied Natural Gas (LNG) or Liquefied Propane Gas (LPG) facility.
- j. Coal-Fired Electrical Generation Plant
- k. Wind-Driven Electrical Generation Plant

l. Nuclear-Powered Electrical Generation Plant

m. Open Storage without 360 degree screening approved by NSA South Potomac

n. Abandoned property of any kind

o. Use of explosives without permission

p. Photography and Cameras of any kind without permission

q. Alterations or revisions to developer's facilities without permission

r. Noise from operations shall not exceed 84 dbl at the site line

s. Any lighting with direct line of site to the luminaire from any location off the site without prior approval from NSF Indian Head

This list of Prohibited Uses and Activities is subject to revision if and as necessary to fully reflect the requirements of Naval Support Activity South Potomac and the U.S. Navy.

APPENDIX I
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, MD

IN-KIND CONSIDERATION

The Navy is seeking in-kind consideration at not less than the 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. Reduced electricity rates for NSF Indian Head and other installations and facilities in Naval District Washington.
2. Relocation and provision of suitable facilities for tenant activities currently located in the controlled industrial area of NSF Indian Head that are impacted by the EUL.
3. Recapitalization of NSF Indian Head utility systems, including but not limited to electrical transmission infrastructure, air systems, and water and sewer systems.
4. Replace Windows or roofs in buildings at NSF Indian Head or other installations under the control of Naval Support Activity South Potomac.
5. Construction of a new Child Development Center, parking lots, sidewalks, landscaping, new athletic facilities/fitness center, conference center, eatery, or training center at NSF Indian Head or other installations under the control of Naval Support Activity South Potomac.

APPENDIX J
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, 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 K
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, MD

CONSTRUCTION SCREENING AND BACKGROUND VERIFICATION



DEPARTMENT OF THE NAVY
NAVAL SUPPORT ACTIVITY
SOUTH POTOMAC
6509 SAMPSON ROAD
DAHLGREN, VIRGINIA 22446-5106

NSASPINST 5560.1
N1
4 Jun 08

NSASP INSTRUCTION 5560.1

From: Commanding Officer, Naval Support Activity, South Potomac

Subj: SCREENING AND BACKGROUND VERIFICATION OF EMPLOYMENT
ELIGIBILITY FOR CONSTRUCTION CONTRACTORS, SUB-CONTRACTORS
AND SERVICE CONTRACT PROVIDERS

Ref: (a) 182208Z JAN 06 Contractor Access to Naval
Installations
(b) OPNAVINST 5530.14D
(c) DODI 5200.8
(d) Department of Homeland Security Employment
Eligibility Verification
(e) 8 USC 1324a

Encl: (1) Special Access Program

1. Purpose. To promulgate policy for the proper screening of the I-9, Employment Eligibility Verification Forms for construction contractors, sub-contractors, service contract providers, vendors, suppliers, and delivery companies seeking access to Naval Support Activity South Potomac installations and annexes per references (a) through (e). It shall be understood that the government is not responsible for work delays or stoppages caused by the construction contractors, sub-contractors, service contract providers, vendors, suppliers, and delivery companies' failure to comply with registration and access requirements.

2. General. The purpose of the I-9, Employment Eligibility Verification Form is to document that each new employee (both citizen and non-citizen) hired after 6 November 1986 is authorized to work in the United States.

a. It is the legal responsibility of the government sponsor(s) and the construction contractors, sub-contractors, service contract providers, vendors, suppliers, and delivery companies to ensure U.S. employment eligibility occurs through use of the DHS Form I-9.

NSASPINST 4200

4 Jun 08

b. It is the company's and their employees responsibility to comply with NSA South Potomac access control policy, procedures and meet the requirements for visitor passes or badges.

c. DHS I-9 form is non-transferable between companies. Employee must submit an I-9 form for each company he/she works for.

3. Issuing of Installation Badges. Construction contractors, sub-contractors, service contract providers, vendors, suppliers, and delivery companies will no longer be issued installation photo badges.

4. Special Access Badge Program. NSASP has instituted a special program that will enable construction contractors, sub-contractors, service contract providers, vendors, suppliers, and delivery companies a means of obtaining a photo badge that will allow their personnel access to the installation without stopping at the Pass and ID Office (see enclosure (1)).

5. Procedures. The following steps will be completed prior to construction contractors, sub-contractors, service contract providers, vendors, suppliers, and delivery companies being issued a pass:

a. Facilities Engineering Acquisition Division (FEAD), facilities and supported commands need to coordinate with companies on providing the paperwork at a minimum of 30 working days prior to needing access to the installation or annex.

b. Companies will provide the FEAD, facilities and supported commands contracting officers with legible copies of the following forms of identification listed below, a completed Department of Homeland Security (DHS) Form I-9 and any other supporting documentation. The DHS Form I-9 will be completed in full and signed by an authorized representative of the company.

(a) U.S. citizens will provide item (1).

(b) Non U.S. citizens will provide item (1) and either of (2) or (3).

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1. Driver's license or ID card issued by a state.
2. Permanent Resident Card or unexpired Alien Registration Card (Form I-551) with at least a 10 year expiration date.
3. Unexpired Employment Authorization Document that contains a photograph - Only I-766 issued by Homeland Security.

c. FEAD, facilities and supported commands contracting officers will:

(1) Provide the information on Special Access Program (enclosure (1)) during the solicitation of contracts and/or award of contract.

(2) Obtain a copy of the I-9 form for each employee that the company plans to request a pass for access to the installation or annex.

(3) Provide construction contractors, sub-contractors, service contract providers, vendors, suppliers, and delivery companies information; company name, POC (i.e. Foreman), a 24 hour phone number and work number for the POC, contract number and expiration date and FEAD POC name and phone numbers.

(4) Forward the complete package to NSF Physical Security Office by either hand carrying or by electronic email. The package will include an Expected Visitor Form with the names of all employees included in the package. For visits to Indian Head, forward request to Building D-327 and for visits to Dahlgren, forward request to Building 205. Reviewing and performing identity authentication and local records checks could take a minimum of 30 working days to complete.

c. Naval Support Facility Security Offices will:

(1) Review all packages submitted by FEAD, facilities or supported commands contracting officers

(a) Verify credentials.

(b) Verify information on DHS Form I-9

NSASPINST 4200

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(c) Conduct local records checks.

1. Installation Debarment List

2. Visitor Database Check

3. Consolidated Law Enforcement Operations
Center (CLEOC) Database Check

4. National Crime Information Center (NCIC)
Database Check.

(d) A check of the National Sex Offender Registry.

(2) A Visitor Pass will not be issued for longer than 30 days at a time. The list will need to be resubmitted by the FEAD, facilities or supported commands sponsor prior to 30 days to assure all personnel who still require access receive another 30 day pass.

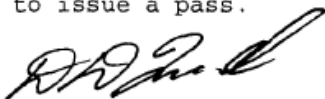
(3) Security will maintain the copy provided of I-9 and supporting documentation for the period of the contract.

7. Exception Process: If the construction contractors, sub-contractors, service contract providers, vendors, suppliers, and delivery companies employee fails the background screening and fails to successfully adjudicate, they may request an exception. The following steps need to be completed:

a. Company must write a letter to NSASP Security Director requesting an exception and reasons for request.

b. The NSASP Security Director may decide based solely on the report or may request a meeting to discuss with employee and company.

c. If an exception is granted, the NSASP Security Director will instruct Pass & ID Office to issue a pass.



D. D. QUICK
Commander, U.S. Navy
Commanding Officer

SPECIAL ACCESS PROGRAM

1. The Special Access Program (RAPID Gate) for construction contractors, sub-contractors, service contract providers, vendors, suppliers, and delivery companies seeking access to NSASP installations and annexes.

a. Ensures sponsorship of companies by FEAD, facilities or Supported Commands.

b. Provides improved security through background screening, identity authentication and access privileges.

c. Allows security forces to focus on non-vetted vendor companies and visitors.

d. Helps Force Protection accomplish their mission to tighten security, without major impact to the companies.

e. Provides companies quicker access to the installation.

f. Saves companies time.

2. Those companies who participate in the Special Access Program may gain entry onto NSASP installations (Naval Support Facility (NSF) Dahlgren, NSF Indian Head and annexes. The program confirms the individual's employment status with the company, and then performs identity authentication and background screening. The program performs background screening on a regular basis to verify continued eligibility in the Program.

a. Access policy for those participating in the program.

(1) Will not be required to obtain a visitor pass from the Pass & ID Office.

(2) Will not be required to obtain a vehicle pass.

(3) Will not be required to submit a Request to Work After Normal Hours/Weekend/Holiday form if the company notified the Facilities Engineering Acquisition Division (FEAD), NSASP Manager or supported command at the beginning of the contract of the need to work after normal work hours 0630-1700 Monday thru Friday.

(4) The program badge holders will still be subject to random inspections.

(5) Will not be allowed to escort any unbadged person onto the installation.

(6) At NSF Indian Head, access to the Restricted Area will be granted to those companies who are approved.

(7) At NSF Dahlgren, construction contractors, sub-contractors, service contract providers, vendors, suppliers, and delivery personnel vehicles will be allowed to the Main Gate unless operating a tractor trailer or oversized vehicle. During heightened FPCONs restrictions will be implemented.

3. Program Badge Users will be granted access after following steps have been completed:

a. Enroll company in the Program.

b. The program provider performs background screening.

c. The company will be notified when qualified employees may pick up their personalized program badges at the designated locations at NSASP installations or annexes.

(1) NSF Dahlgren Building 205.

(2) NSF Indian Head Building 1779.

d. To be issued your badge, each employee must show proof of identity by presenting one form of identification from List A, or two forms of identifications from List B or I-9, Employment Eligibility Verification Form.

e. After verification of identification, employee will be issued their badge. They will need to call the program provider to have their badge activated.

f. After activating their badge, employees present their badge to request entry to NSASP installations or annexes.

g. The following credentials will be accepted per Employment Eligibility Verification for the program.

List A - One Needed	
<input type="checkbox"/>	U. S. Passport (unexpired or expired)
<input type="checkbox"/>	Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
<input type="checkbox"/>	Unexpired foreign passport with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
<input type="checkbox"/>	Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)
LIST B - Two Needed	
<input type="checkbox"/>	Driver's license or ID Card issued by a state
<input type="checkbox"/>	ID Card issued by federal, state or local government agencies or entities
<input type="checkbox"/>	School ID card with a photograph
<input type="checkbox"/>	Voter's registration card
<input type="checkbox"/>	U.S. Military card or draft record
<input type="checkbox"/>	Military Dependent's ID card
<input type="checkbox"/>	U.S. Coast Guard Merchant Mariner Card
<input type="checkbox"/>	Native American tribal document
<input type="checkbox"/>	Driver's license issued by a Canadian government authority
<input type="checkbox"/>	U.S. Social Security card issued by the Social Security Administration
<input type="checkbox"/>	Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
<input type="checkbox"/>	Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
<input type="checkbox"/>	U.S. Citizen ID Card (Form I-197)
<input type="checkbox"/>	ID Card for use of Resident Citizen in the United States (Form I-179)
<input type="checkbox"/>	Unexpired employment authorization document issued by DHS (other than those listed under List A)

4. Exception Process: If the construction contractors, sub-contractors, service contract providers, vendors, suppliers, and delivery employee fails the background screening and fails to successfully adjudicate, they may request an exception. The following steps need to be completed within 60 days of the date the employee's company was notified by the program provider of the background screening result:

- a. Company must write a letter to NSASP Security Director requesting an exception and reasons for request.
- b. The employee must request a background screening information release form from the program provider.
- c. The background company sends the background report directly to the NSASP Security Director.
- d. The NSASP Security Director may decide based solely on the report or may request a meeting to discuss with employee and company.

e. If an exception is granted, the NSASP Security Director will instruct the program provider to manufacture the badge

5. Special Program Cardholders are not authorized to escort anyone onto the installation.

APPENDIX L
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, 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 NSF Indian Head 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 M
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, 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	Development Plan	One original, 10 copies and one electronic copy ²	10 pages
V	Marketing Plan	One original, 10 copies and one electronic copy ²	5 pages
VI	Maintenance/Management Capacity	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	Achievement of Navy Goals. Objectives and Concepts.	One original, 10 copies and one electronic copy ²	5 pages
IX	Ability to 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 propriety.

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, 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, 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, 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;
 - 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 at the client or other stakeholder for each project (This individual must be familiar with the project and the role of the Offeror played in the project and 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 Offer 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 NSF Indian Head 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.
- If historic preservation tax credits are planned for the project, the Offeror shall discuss past experience with such tax credits.
- 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: 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; specifically including the removal, remediation and mitigation of hazardous materials known to present in significant quantities in the Premises and coordination with cognizant State and Federal regulators regarding historic preservation aspects of the project.

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 is seeking a developer that can bring creativity and innovation to the project.

Experience and Past Performance with HAZMAT Removal, Disposal and Remediation:

- The Offeror shall submit information demonstrating the Offeror's training and demonstrated experience with the removal, disposal and remediation of hazardous materials known to be present in the Premises. Specifically the Offeror will be required to submit detailed information on the execution of projects involving the removal, disposal and remediation of friable asbestos and lead-based paint, including adherence to applicable Federal standards for such removal and disposal work.

SECTION V: 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 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. Although the Navy could be a significant off-taker of electricity from the electrical power plant to be developed on Site #1, the sale of electric power to non-Navy users would be the sole responsibility of the Offeror. Offerors also should recognize that the project to be developed on Site #2 is a commercial venture

and not dependent on the provision of services to any Navy identified users. The Offeror will provide a detailed narrative describing how the Offeror will market the Premises or product and a summary of the experience of the Offeror's team in marketing property or electricity 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 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.

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: ACHIEVEMENT OF NAVY GOALS, CONCEPTS AND OBJECTIVES:

This factor considers the extent to which the Offeror's approach indicates an understanding of the Navy/NSA South Potomac goals (as articulated in 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 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 "O" 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 N
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, 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>.

Depending on the in-kind services that might be provided to the Navy, Davis-Bacon (40 U.S.C. 276a et seq.) wage requirements may apply. Davis-Bacon prevailing wage requirements usually apply to public buildings and public works.

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 52.2-3, 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 O
REQUEST FOR QUALIFICATIONS No: N40080LO10337
ENHANCED USE LEASE AT NSF INDIAN HEAD, 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