

**ENHANCED USE LEASE  
43,500 SQUARE FEET OF LAND  
NAVAL SUBMARINE BASE NEW LONDON  
GROTON, CT**

**Request For Qualifications No. N40085-08-RP-00092**

Naval Facilities Engineering Command, Mid-Atlantic  
Norfolk, VA 23511-3095

## **TABLE OF CONTENTS**

<b>SECTION 1.0</b>	<b>EXECUTIVE SUMMARY</b>
<b>SECTION 2.0</b>	<b>EXISTING CONDITIONS</b>
<b>SECTION 3.0</b>	<b>ENHANCED USE LEASE REQUIREMENTS AND OBJECTIVES</b>
<b>SECTION 4.0</b>	<b>PROPOSAL SUBMISSION INSTRUCTIONS</b>
<b>SECTION 5.0</b>	<b>SOURCE SELECTION</b>
<b>SECTION 6.0</b>	<b>EVALUATION OF PROPOSALS</b>
<b>SECTION 7.0</b>	<b>EVALUATION RATINGS</b>
<b>SECTION 8.0</b>	<b>SPECIAL CONDITIONS AND LIMITATIONS</b>
<b>SECTION 9.0</b>	<b>POINT OF CONTACT FOR INFORMATION AND CLARIFICATION</b>

## **APPENDICES**

<b>A.</b>	<b>PROPERTY AND VICINITY MAP OF 43,500 SQUARE FOOT SITE</b>
<b>B.</b>	<b>PROPERTY DESCRIPTION OF EUL SITE</b>
<b>C.</b>	<b>DESCRIPTION OF PRINCIPAL IMPROVEMENTS</b>
<b>D.</b>	<b>UTILITIES DIAGRAM</b>
<b>E.</b>	<b>ENVIRONMENTAL CONDITION OF PROPERTY REPORT AND TENTATIVE NEPA DETERMINATION</b>
<b>F.</b>	<b>PROHIBITED USES AND ACTIVITIES</b>
<b>G.</b>	<b>INSURANCE REQUIREMENTS</b>
<b>H.</b>	<b>CONFLICT OF INTEREST CERTIFICATION</b>
<b>I.</b>	<b>INFORMATION TO BE SUBMITTED BY OFFERORS</b>
<b>J.</b>	<b>FAR PROVISIONS AND MANDATORY CLAUSES INCORPORATED BY REFERENCE</b>
<b>K.</b>	<b>OFFEROR'S COVER PAGE</b>

# **REQUEST FOR QUALIFICATIONS FOR ENHANCED USE LEASE AT NAVAL SUBMARINE BASE NEW LONDON, GROTON, CONNECTICUT**

## **SECTION 1.0 – EXECUTIVE SUMMARY**

### **1.1 AUTHORITY**

Under its Enhanced Use Leasing (“EUL”) program, the Department of the Navy is making available for lease non-excess real property at Naval Submarine Base New London (“NSBNL”), Groton, Connecticut, 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 public entity, on long-term basis where cash and/or in-kind consideration is received in exchange for use of the leased property.

### **1.2 NAVAL SUBMARINE BASE NEW LONDON, GROTON, CONNECTICUT**

NSBNL is the United States Navy’s first Submarine Base and is located in the Towns of Groton and Ledyard Connecticut. NSBNL provides Bachelor and Family Housing, Public Works, and other Community Support such as Navy Exchange, Commissary, and Morale/Welfare/Recreation to tenant activities such as the Commander Submarine Group Two, three submarine squadrons and their Support Command, various submarine maintenance and repair organizations, the Naval Submarine School, Submarine Medical and Research Organizations, and numerous other activities.

### **1.3 EUL SITE**

**1.3.1 SITE/LOCATION:** The proposed EUL site is a combination of the paved and unimproved area totaling approximately 43,500 SF.

The site available for lease is located at NSBNL on the East bank of the Thames River in both, the Town of Groton, Connecticut and the Town of Ledyard, CT approximately 55 miles from Providence, RI, 50 miles from New Haven, CT, and 55 miles from Hartford, CT. The Town of Waterford, CT is located on the West bank across the Thames River. The City of New London is located on the West bank of the river and South of Waterford, CT. The site is located to the east of Wahoo Road, adjacent to Building 463 (Electrical Substation) on the Submarine Base proper. NSBNL is a closed base, not open to the general public. Uncontrolled ingress/egress through NSBNL is not possible. The site is surrounded by Navy property and can be accessed 24 hours a day seven days a week by entering either the commercial vehicle gate or the main gate (both located on Crystal Lake Road) and Tautog Avenue traveling north, which eventually turns into Wahoo Road.

**1.3.2 CURRENT USE:** Paved and unimproved; a portion of the site is a fenced compound (formally used as a Solid Waste Storage facility) and it is adjacent to the unimproved open area. Current use is occasional open storage.

**1.3.3 VISION:** The vision of this opportunity is for the property to be leased for a financially viable use that is compatible with the security and operational requirements of the NSBNL. NSBNL envisions the site to provide an electrical generation system at peak hours that will be safe, clean, quiet and environmentally friendly, within the confines of Appendix F.

## **1.4 BUSINESS OPPORTUNITY**

The Government seeks to competitively select an offeror to lease the site. The successful offeror will operate and maintain the site within the EUL area for the term of the lease, and will provide in-kind consideration and/or cash to the Navy of **not less than the fair market value of the leasehold interest in the site**. See section 3.2 regarding in-kind consideration.

## **1.5 PROJECT SUMMARY**

**1.5.1 PROJECT GOAL:** The Navy is seeking a lessee to establish, operate and maintain a safe, clean, quiet, environmentally friendly electrical generation system at the site. The primary goal of the project is to develop the subject site for a use that is economically viable, and meets both the market's energy needs and the Navy's vision for the property.

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

The Lessee shall finance, plan, provide necessary equipment, operate and maintain the generation system for the term of a Lease and receive market fees from end users. Ownership of the leased Premises shall remain with the Navy for the duration of the lease term.

The system 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.

The following objectives have been set for this project:

- Entering into a long-term lease with a responsible party who will provide good stewardship over the property;
- Maximizing value to the Navy and the surrounding community;
- Ensuring compatibility of proposed the EUL site lease with the operational and security requirements of the NSBNL
- Successfully integrating development activities with cultural resources and environmental policy management requirements compatible with the mission of NSBNL;

- Complying with all National Environmental Policy Act (“NEPA”) requirements;
- Employing the best commercial practices to the benefit of both the Navy and the Developer;
- Providing a system capable of meeting current and anticipated future public or private-sector energy demand; and
- Ensuring safe, clean, quiet, and environmentally friendly electrical generation system, within the confines of Appendix F.

**1.5.3 BUSINESS AND LEASE PLAN:** The Selected Offeror shall provide a Business and Leasing Plan (“Business Plan”) that details the establishment of the system, which includes, financing, operation and management of the EUL site. The Business Plan will include sections on adherence to applicable Safety, Security, and Environment Protection guidelines. Upon completion of the Business Plan and final approval by the Navy, a Lease will be negotiated by the Navy and the Selected Offeror 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. One Offeror will be selected to submit a Phase II proposal for the exclusive negotiation of the Business Plan.

In Phase I, Offerors shall submit written technical proposals reflecting the overall EUL concept. Additionally, the Navy reserves the right to require Offerors to provide an oral presentation of their EUL plan. Offerors are advised that the Navy does not intend to allow proposal revisions. However, the Navy reserves the right to establish a competitive range and hold discussions, if it determines discussions are necessary.

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

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

It is the Navy's intent to select the Offeror whose proposal, conforming to the Request For Qualifications ("RFQ"), provides the best value and is the most advantageous to the Government, for exclusive, Phase II negotiations. 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.

## **SECTION 2.0 – EXISTING CONDITIONS**

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

### **2.1 LAND**

The proposed EUL site comprises approximately 43,500 square feet of paved and unimproved land located on the submarine base proper, adjacent to the Electrical Substation, Building 463, with switching yard to the north and bordered to the west by Wahoo Road and to the south and east by open and wooded areas. The current site plan is attached. (See Appendix "A.") The Successful Offeror shall provide a legal description of the site. A map of the detailed boundary lines is shown as Appendix "B".

### **2.2 PRINCIPAL IMPROVEMENTS**

The EUL site does not include any significant improvements. For site description, please refer to Section 1.3 of this document. Water, sewer, and electrical power are currently available to the site. (See Appendix "C.")

### **2.3 INFRASTRUCTURE AND UTILITIES**

Appendix "D" includes information on existing infrastructure and utilities. The Navy will require payment for the use of any Navy-owned utilities. The Successful Offeror will be responsible for obtaining separate operating agreements with Yankee Gas to arrange for any necessary gas connection and Groton Utilities for electrical connections, if applicable.

### **2.4 DEVELOPMENT CONSIDERATIONS**

- 2.4.1 HISTORICAL, CULTURAL, AND ARCHEOLOGICAL:** The site is not eligible to be listed on the National Register of Historic Places.

- 2.4.2 HAZARDOUS MATERIALS:** An Environmental Condition of Property Checklist (“ECOP”) which discusses known hazardous materials is available at Appendix “E.” Offerors are encouraged to perform an on-site inspection and should refer to Section 8.9 for details. The Successful Offeror shall be responsible for the removal, remediation, abatement, and mitigation in accordance with applicable Federal standards of any hazardous materials found at the EUL site.
- 2.4.3 REGULATORY:** Lessee is responsible for complying with all applicable local, state, and Federal law and regulations.
- 2.4.4 LEGISLATIVE JURISDICTION:** The EUL Site is under exclusive jurisdiction.
- 2.4.5 EASEMENTS AND ENCUMBRANCES:** There are no known easements or encumbrances affecting the EUL property. There is nothing on record that encumbers the property from a real estate perspective.
- 2.4.6 UTILITIES:** Groton Utilities provides electricity to the substation (Bldg 463) adjacent to the EUL site. Any connection, especially for the export of electrical power, would be subject to an inter-connection agreement with Groton Utilities. An underground natural gas main is located 400 feet from the EUL site with natural gas provided by Yankee Gas. Connection to the gas main would require a service agreement with Yankee Gas. Currently steam is not available or anticipated to be located on the site.

### **SECTION 3.0 – ENHANCED USE LEASE REQUIREMENTS AND OBJECTIVES**

This Section identifies the Navy’s primary objectives, requirements, and anticipated business arrangements associated with the prospective Lease. Refer to Section 4.0 for specific items to be included in proposals.

#### **3.1 SUMMARY OF LEASING PROCESS**

Following selection of the Offeror, the Selected Offeror shall prepare a draft of the Business Plan for review by the Navy. At the end of the planning stage, the Business Plan and supporting documents will be submitted for Navy approval. If approved, the Navy may issue a conditional Notice of Lease award. The Navy will work with the Selected Offeror to prepare a Lease and other documents required to implement the approved 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, NSBNL, and the Lessee, including a description of any anticipated partnership or joint venture by the Lessee;
- Development plans and timelines, including system drawings, site plans, etc;
- Documents required to comply with NEPA, Clean Air Act General Conformity and other applicable laws;
- 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;
- The specific consideration to be provided to the Navy for the outleasing of the property;
- A plan to ensure operation and maintenance of safe, clean, quiet, and environmentally friendly electrical generation system, within the confines of Appendix F, Prohibited Uses;
- A plan for how the system will be operated, how it will be connected to the electrical grid, electrical protection plans, and how fuel consumption will be managed to avoid NSBNL impacts.

The Lessee shall be required to provide adequate and appropriate personnel resources during the period of exclusive negotiations in order to efficiently and expeditiously carry out the negotiations and related document preparation and development.

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

### **3.2 LEASE PAYMENT PROVISIONS**

Consideration to the Navy shall be no less than the fair market value of the Lessee's leasehold interest in the site. The proposed lease shall detail how rent and/or in-kind consideration will be provided to the Navy over the term of the lease. NSBNL requires its 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 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. When the Navy has decided on the specific "in-kind" consideration to be delivered, the Lessee shall accomplish and complete the tasks or projects identified.

### **3.3 USE RESTRICTIONS**

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

### **3.4 DESIGN**

Any improvements or alterations to the site shall require the Navy's approval. Such improvements or alterations must be compatible with surrounding the property and shall provide for efficient vehicular and pedestrian ingress and egress.

### **3.5 UTILITIES AND SUPPORT SERVICES**

The Lessee shall be responsible for coordination of all utilities and support services used in the operation and management of the leased property. See Appendix “D” for available utilities. The Lessee shall be responsible for all costs for connecting with existing utility lines. The Navy does not guarantee the continued provision and/or sufficiency or any utility services provided. The Navy shall to receive compensation for the cost of all Navy-provided utilities and support services, to include water and sewage connections, if necessary.

The Navy’s intent is to provide first responder (police, fire protection), and Public Works (including but not limited to snow removal and sanding). The Lessee shall be responsible for paying the Navy for such services at rates to be established by NSBNL. The Lessee is responsible for securing utility and all waste removal services of any kind at the EUL site.

### **3.6 PROPERTY MAINTENANCE/MANAGEMENT**

The Lessee shall have responsibility for all site maintenance and management items throughout the life of the project (except as noted in 3.5 above). 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 Offeror in cooperation with the Navy, shall prepare, in accordance with the National Environmental Policy Act, an Environmental Assessment (“EA”) for its proposed project that complies with all applicable requirements under NEPA, including without limitation, relevant DoD and Navy policies. Any proposed use shall limit and mitigate any adverse environmental impact to the greatest extent practical. The ECOP report is attached as Appendix “E”. The Offeror 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. The Offeror shall also provide all necessary air emissions data associated with development and operation of the site in order for the Navy to prepare a Clean Air Act (“CCA”) General Conformity Determination.

The Offeror shall be responsible for obtaining all necessary air, wastewater, storm water, and other environmental permits, as applicable. The Offeror shall be the permit holder of any necessary permits.

The developed site and operations shall be part of the Navy’s Environmental Management System (“EMS”) and the Developer shall comply with all Navy EMS requirements.

### **3.8 CONSERVATION**

Any proposed use of the site shall incorporate pollution prevention, energy, and water conservation initiatives into all facilities and activities where practicable or as required by applicable local, State or Federal 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 Lessee shall be responsible for any and all taxes and assessments levied against its leasehold interest, against its activities, and against its operations on the site.

### **3.10 INSURANCE REQUIREMENTS**

The Lessee shall ensure appropriate insurance is in place in accordance with Appendix “G.”

## **SECTION 4.0 – PROPOSAL SUBMISSION INSTRUCTIONS**

### **4.1 PROVISIONS**

Proposals shall comply with the following instructions. Where instructions conflict and no order of precedence is specified, the most stringent requirement applies.

Information concerning the submission of proposals given to any prospective Offeror will be furnished promptly to all other prospective Offerors.

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 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 (and have recused themselves from the competition) to the Navy on this project. All Offerors must certify they are not using nor have they used A&M REAS to assist in the preparation of any proposal related to this

project. (A conflict of interest certification to be executed by the Offeror is included as Appendix "H.")

#### **4.2 AMENDMENTS TO RFQ**

This RFQ may be amended by 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 this RFQ by the date and time specified in the amendment(s). Acknowledgement shall be made by signing and returning the amendment(s), or sending a letter or telegraphic acknowledgement to the person and address indicated in the amendment.

#### **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 30-45 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 an LCD data projector and laptop with CD-ROM and thumb drive compatibles. 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 "I" 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 2:30 PM Eastern Daylight Time on the 18th day of August, 2008. The words "**Request For Qualifications No. N40085-08-RP-00092**" 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: 2:30 p.m. (Eastern Daylight Time)

Date: August 18, 2008

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, Mid-Atlantic  
ATTN: Amanda Pack (Code: OPNEAM-AP)  
Real Estate Contracting Officer  
Asset Management-Real Estate Services  
9742 Maryland Avenue  
Norfolk, VA 23511

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 Factors 3-5 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 **Demonstrated Maintenance and Management Capability**

Factor No. 4 **Offeror's Development Plan**

- (a) Understanding of Anticipated Design and Construction Elements
- (b) Explanation of Use Consistent With Navy Mission, Goals, and Objectives

Factor No. 5 **Capability/Qualifications for Development of Business and Leasing Plan**

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

### **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 implementing, operating and maintaining electrical generation systems. 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 experience in dealing with the financing of similar projects, especially under a leasing arrangement as well as the Offeror's strategy to secure financing.

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

**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 and explains how the design blends with the surrounding environment. It will also consider the extent to which the Offeror's approach indicates the understanding of the Navy's mission, goals, concepts and objectives, as described in Sections 1.5 and 3.0 of this RFQ, and a realistic approach to accomplishing them.

**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 and 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.

### **5.3 PHASE II**

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

The Offeror shall submit for Navy review a draft Business Plan covering the leasing and development of the Site. The Lessee shall thoroughly, creatively, and professionally identify issues, analyze solutions, and determine entrepreneurial processes to ensure successful implementation of the Business Plan. The Lessee shall 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 the Navy's final approval of the Business Plan, a real estate lease (the "Lease"), with subordinate agreements and other associated instruments as necessary, will be negotiated by the Navy and the Lessee 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 "J" 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 rejects the Lessee's Business Plan, implementing Lease or other required documents, the Navy, at its sole option, may terminate negotiations with the selected Lessee and direct the Lessee to cease all work on the project. If negotiations are terminated the Navy shall not be responsible for the payment of any fees or have any liability to the Lessee 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 Lessee.

## **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 Plan. The Offeror selected for Phase II 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, reject all proposals. The Offeror selected for Phase II must be determined to be financially capable and otherwise responsible within the meaning of FAR 9.104-1.

## **SECTION 7.0 - EVALUATION RATINGS**

### **7.1 EVALUATION RATINGS**

Each evaluation factor and subfactor will be assigned one of the ratings defined below. After each technical factor is rated, each 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 performance and capability standards. Proposal/factor offers one or more strengths. Strengths significantly outweigh weaknesses, if any. Proposal/factor represents a high probability of success with a very low degree of proposal and performance risk.

**GOOD (G):** (Proposal/factor) demonstrates a good understanding of requirements. Technical approach and capabilities exceed performance and capability standards. Proposal/factor offers one or more strengths. Strengths outweigh weaknesses, if any. Proposal/factor represents a strong probability of success with overall low degree of proposal and performance risk.

**SATISFACTORY (S):** (Proposal/factor) demonstrates an acceptable understanding of requirements. Technical approach and capabilities meet performance and capability standards. Proposal/factor offers no strengths, or, if there are any strengths, these strengths are offset by weaknesses. Proposal/factor represents a reasonable probability of success with overall moderate degree of proposal and performance risk.

**MARGINAL (M):** (Proposal/factor) demonstrates a limited understanding of requirements. Technical approach and capabilities are questionable as to whether or not they meet 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 represents a low probability of success with overall high degree of proposal and performance risk. Proposal/factor might be made satisfactory with additional information and without a major revision of the proposal.

**POOR (P):** (Proposal/factor) demonstrates lack of understanding of requirements. Technical approach and capabilities do not meet performance and capability standards necessary for acceptable contract performance. Proposal/factor contains major errors, omissions, significant weaknesses and/or deficiencies. Proposal/factor represents a very low probability of success with extremely high degree of proposal and performance risk. Proposal/factor could be made satisfactory only with a major revision of the proposal.

## **SECTION 8.0 - SPECIAL CONDITIONS AND LIMITATIONS**

### **8.1 ACQUISITION REQUIREMENTS**

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

### **8.2 MANDATORY CLAUSES**

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

### **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. Offerors are expected to verify all site related information provided by the Navy.

### **8.7 DISPUTES**

All disputes arising under or related to this RFQ, which are not disposed of by agreement, shall be resolved and decided by the Navy pursuant to the Contract Disputes Act of 1978, as amended, (41 U.S.C. § 601-613). See, FAR 52.233-1 (Appendix J).

### **8.8 DAVIS-BACON WAGE REQUIREMENTS**

Davis-Bacon wage requirements may apply. Davis-Bacon prevailing wage requirements usually apply to public buildings and public works.

### **8.9 INSPECTION OF SITE**

Offerors are encouraged to perform an on-site inspection. To arrange such a site inspection and to determine specific logistic requirements, Offerors must contact the point of contact identified at the Industry Forum.

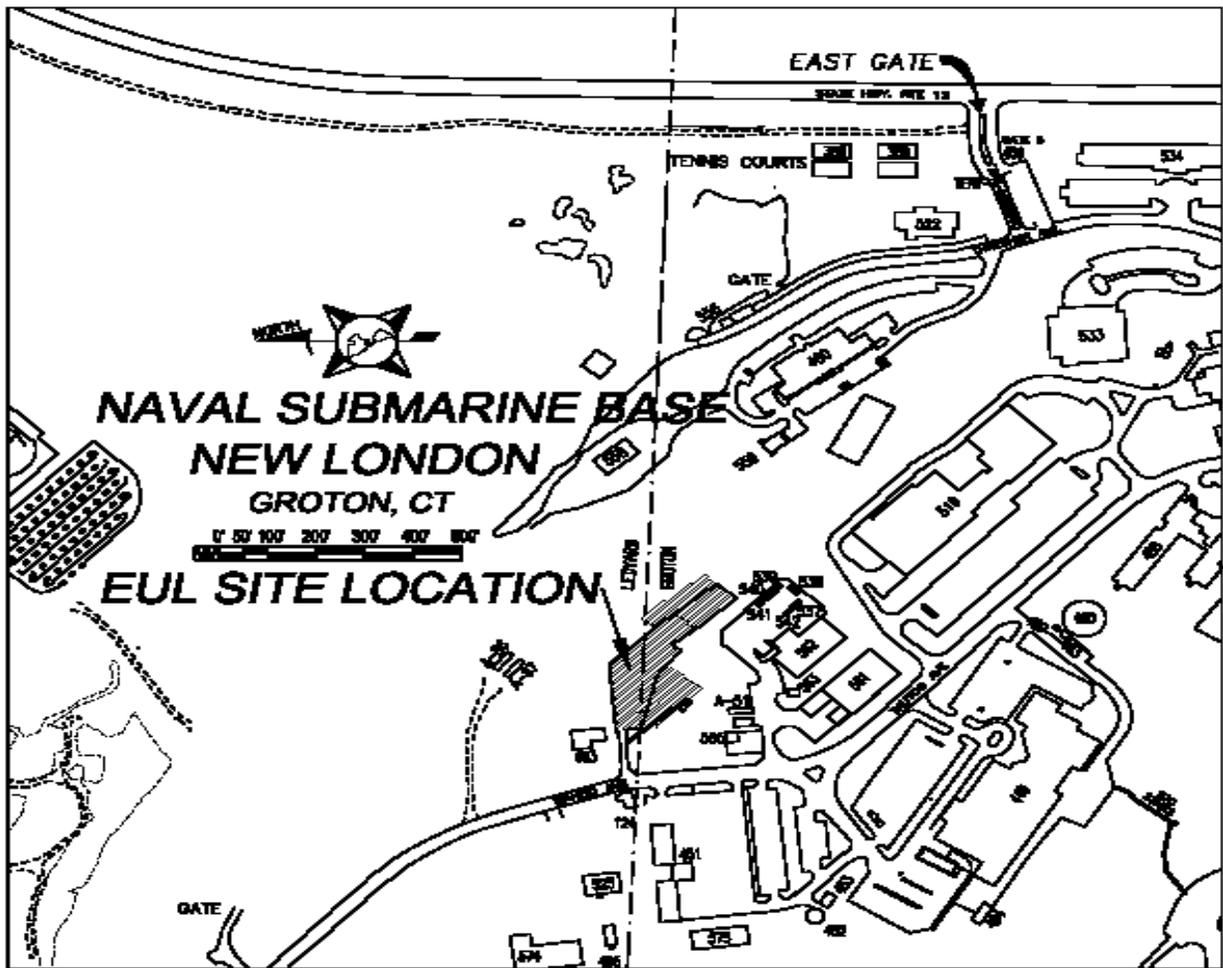
**SECTION 9.0 - POINT OF CONTACT FOR INFORMATION AND CLARIFICATIONS**

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

<b>Office</b>	<b>Name</b>	<b>Address</b>	<b>Phone, Fax &amp; E-mail</b>
<b>Naval Facilities Engineering Command, Mid-Atlantic</b>	<b>Amanda Pack, Real Estate Contracting Officer, Asset Management- Real Estate Services</b>	<b>9742 Maryland Ave Code OPNEAM-AP Norfolk, VA 23511</b>	<b>Phone: (757) 444-0835 Fax: (757) 444-8281 E-mail: amanda.pack@navy.mil</b>

APPENDIX A  
REQUEST FOR QUALIFICATIONS NO. N40085-08-RP-00092  
ENHANCED USE LEASE AT NAVAL SUBMARINE STATION NEW LONDON,  
GROTON, CONNECTICUT

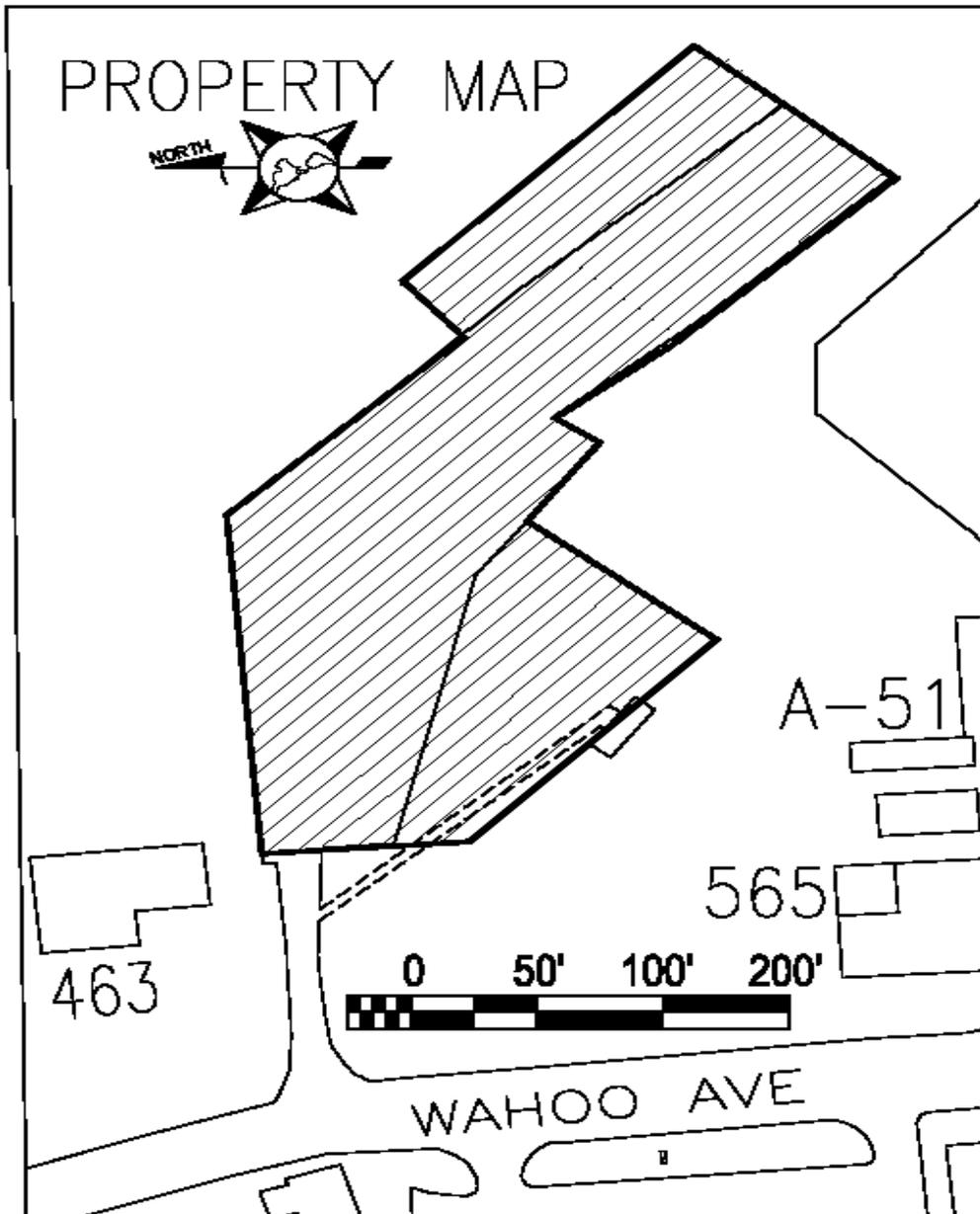
PROPERTY AND VICINITY MAPS OF 43,500 SQUARE FOOT SITE



**APPENDIX B  
REQUEST FOR QUALIFICATIONS NO. N40085-08-RP-00092  
ENHANCED USE LEASE AT NAVAL SUBMARINE STATION NEW LONDON,  
GROTON, CONNECTICUT**

**PROPERTY DESCRIPTION OF EUL SITE**

The Successful Offeror shall provide a legal description of the EUL site prior to the execution of the Lease. Approximate boundary lines are shown below.



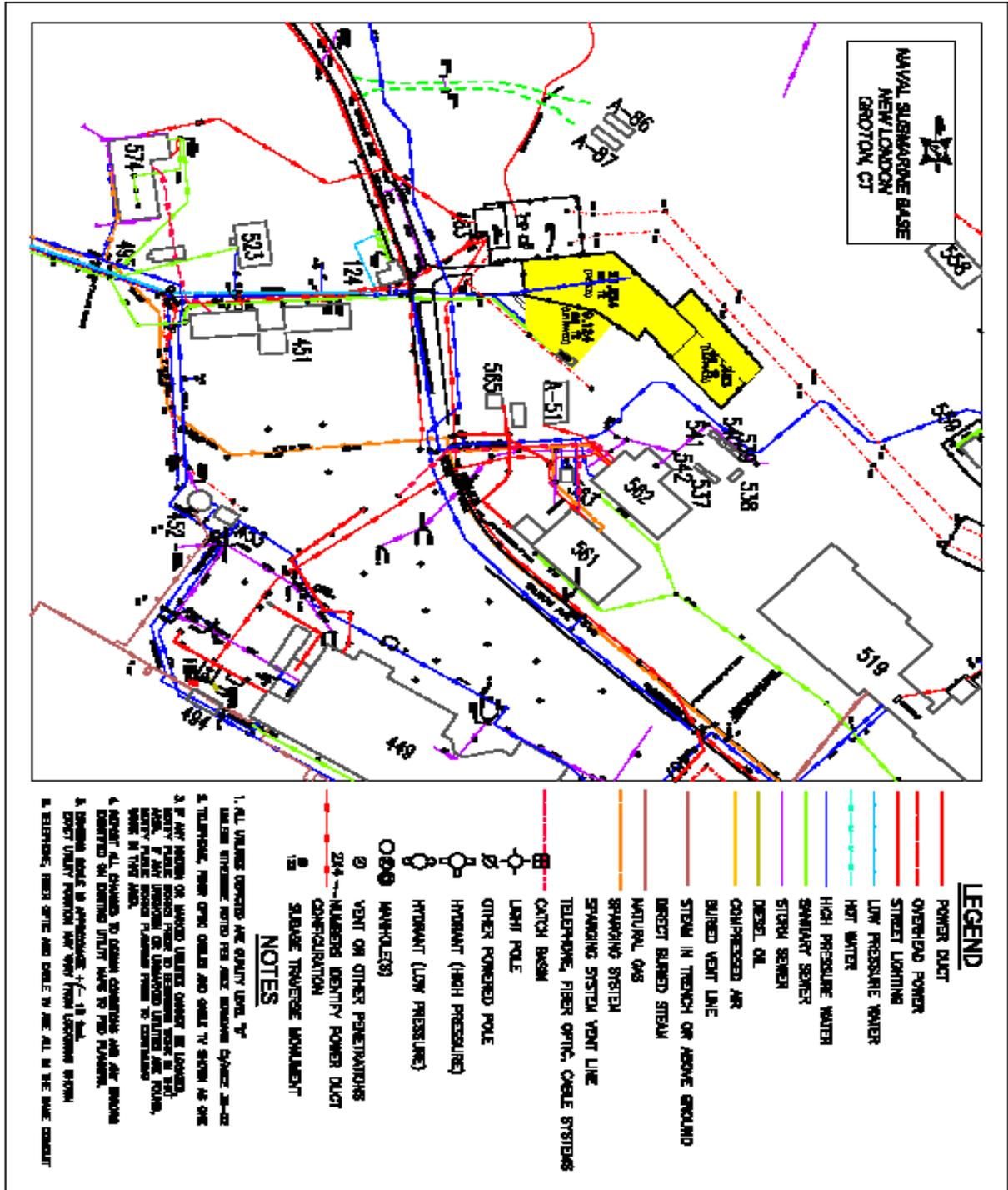
**APPENDIX C**  
**REQUEST FOR QUALIFICATIONS NO. N40085-08-RP-00092**  
**ENHANCED USE LEASE AT NAVAL SUBMARINE STATION NEW LONDON,**  
**GROTON, CONNECTICUT**

**DESCRIPTION OF PRINCIPAL IMPROVEMENTS**

The EUL site does not include any significant improvements and is currently a partially paved and unpaved, fenced and unfenced compound for occasional open storage. An existing trailer used for storage is currently on the site, however the trailer and other storage containers will be removed prior to execution of the Lease. Water, sewer, and electrical power are available to the site.

**APPENDIX D**  
**REQUEST FOR QUALIFICATIONS NO. N40085-08-RP-00092**  
**ENHANCED USE LEASE AT NAVAL SUBMARINE STATION NEW LONDON,**  
**GROTON, CONNECTICUT**

**UTILITIES DIAGRAM**



**APPENDIX E**  
**REQUEST FOR QUALIFICATIONS NO. N40085-08-RP-00092**  
**ENHANCED USE LEASE AT NAVAL SUBMARINE STATION NEW LONDON,**  
**GROTON, CONNECTICUT**

**ENVIRONMENTAL CONDITION OF PROPERTY CHECKLIST AND TENTATIVE**  
**NEPA DETERMINATION**

**(Provided as a separate document on Navy EUL Website)**

**APPENDIX F**  
**REQUEST FOR QUALIFICATIONS NO. N40085-08-RP-00092**  
**ENHANCED USE LEASE AT NAVAL SUBMARINE STATION NEW LONDON,**  
**GROTON, CONNECTICUT**

**PROHIBITED USES AND ACTIVITIES**

The following uses and activities for the 43,500 square foot EUL site at NSBNL 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 the NSBNL.
- 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 use that generates a noise profile that is determined unacceptable to the Commanding Officer of the NSBNL.
- g. 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 NSBNL’s mission or adversely impact the NSBNL’s relationship with its neighboring communities.
- h. A petroleum refinery and/or storage facility, a Liquefied Natural Gas (LNG) or Liquefied Propane Gas (LPG) facility.
- i. Coal-Fired Electrical Generation Plant
- j. Steam-Driven Electrical Generation Plant

- k. Wind-Driven Electrical Generation Plant
- l. Open Storage without 360 degree screening approved by NSBNL
- m. Abandoned property of any kind
- n. Use of explosives without permission
- o. Photography and Cameras of any kind without permission
- p. Alterations or revisions to developer's facilities without permission
- q. Noise from operations shall not exceed 84 dbl at the site line
- r. Any lighting with direct line of site to the luminaire from any location off the site

**This list of Prohibited Uses and Activities is subject to revision if and as necessary to fully reflect the requirements of Naval Submarine Base New London and the U.S. Navy.**

**APPENDIX G**  
**REQUEST FOR QUALIFICATIONS NO. N40085-08-RP-00092**  
**ENHANCED USE LEASE AT NAVAL SUBMARINE BASE NEW LONDON,**  
**GROTON, CONNECTICUT**

**INSURANCE REQUIREMENTS**

**A.** The Lessee shall obtain, from an insurance company or companies satisfactory to the Government, comprehensive general liability insurance. The insurance shall provide an amount not less than a minimum combined single limit of \$ \_\_\_\_\_ for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from or related to the presence or operations of the Lessee, its employees, agents or contractors under this Lease. The Lessee shall require the insurance company or companies to furnish the Government with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this Paragraph shall contain an endorsement reading as follows:

“The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.”

**B.** All insurance required of the Lessee hereunder shall be in such form, for such periods of time and with such insurers as the Government may require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance shall name the United States of America as an additional insured, shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Lessee or the Government or any other person, shall provide that no cancellation, reduction in amount or any material change in coverage thereof shall be effective until at least 30 calendar days after receipt by the Government of written notice thereof.

**C.** If and to the extent required by law, the Lessee shall provide workman’s compensation or similar insurance in such forms and amounts required by law.

**D.** During the entire period the Lease shall be in effect, Lessee shall require its contractors or sublessees or any contractor performing work at Lessee’s or sublessee’s request on the Leased Premises to carry and maintain the insurance required below:

- (1) Comprehensive general liability insurance in the amount of \$ \_\_\_\_\_.
- (2) Workman’s compensation or similar insurance in the form and amount required by law.

**E.** The Lessee and sublessees shall deliver or cause to be delivered promptly to the Real Estate Contracting Officer a certificate of insurance or a certified copy of each renewal policy evidencing the insurance required by this Lease and shall also deliver no later than thirty (30) calendar days prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

**APPENDIX H**  
**REQUEST FOR QUALIFICATIONS NO. N40085-08-RP-00092**  
**ENHANCED USE LEASE AT NAVAL SUBMARINE BASE NEW LONDON,**  
**GROTON, CONNECTICUT**

**CONFLICT OF INTEREST CERTIFICATION**

**The Offeror hereby certifies that Alvarez & Marsal Real Estate Advisory Services, LLC, did not assist in the development of this proposal for Naval Submarine Base New London 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 Services, LLC or any of its 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 I  
REQUEST FOR QUALIFICATIONS NO. N40085-08-RP-00092  
ENHANCED USE LEASE AT NAVAL SUBMARINE BASE NEW LONDON,  
GROTON, CONNECTICUT**

**INFORMATION TO BE SUBMITTED BY OFFERORS**

**FORMAT FOR OFFEROR SUBMISSIONS**

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

<b>Submittal</b>			
<b>Section</b>	<b>Description of Factor</b>	<b>Number of Submittals</b>	<b>Page Limit<sup>1</sup> (8.5 x 11")</b>
I	Executive Summary	One original, 10 copies and one electronic copy <sup>2</sup>	5 pages
II	Relevant Experience/Past and Present Performance	One original, 10 copies and one electronic copy <sup>2</sup>	10 pages
III	Financial Strength	One original, 10 copies and one electronic copy <sup>2</sup>	10 pages
IV	Maintenance/Management Capacity	One original, 10 copies and one electronic copy <sup>2</sup>	5 pages
V	Development Plan	One original, 10 copies and one electronic copy <sup>2</sup>	10 pages
VI	Capability/Qualifications to Develop Business and Leasing Plan	One original, 10 copies and one electronic copy <sup>2</sup>	5 pages
	<b>TOTAL</b>		<b>45 pages</b>

**NOTES:**

1. 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.
2. All sections of the proposal should be submitted on the same disk/CD ROM EXCEPT Section V, Development Plan, which may be submitted as a separate CD-ROM.
3. 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 six (6) 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 the 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 Project Lead. Identified projects must demonstrate an ability to perform a project of comparable magnitude and complexity to the requirement.

- Include a minimum of two (2) and maximum of five (5) 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 shall 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 experience in dealing with the financing of similar 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 the NSBNL project. Include information on previous debt and equity sources, terms and any fees.
- The names, addresses, telephone numbers, and e-mail addresses of at least two (2) commercial or institutional credit references from which the Offeror has previously obtained financing. The Offeror shall attach a letter authorizing each credit reference to respond to inquiries from the Navy.
- The Offeror shall identify the sources, and, if possible, the relative amounts from these sources, from which the Offeror expects to derive revenue during implementation and operation of the EUL project.
- Discuss the envisioned economics of sharing agreements between principal members or investors including identification of sources of return to the owners and investors.
- Describe the Offeror’s plan for reinvesting revenues earned back to the project itself. This should include anticipated timing and levels of refinancing and the proposed disposition of proceeds from refinancing as well as plans for adjusting the reinvestment approach in response to market standards.

- Provide a description and documentation demonstrating the Offeror's strategy to obtain financing (i.e. – debt or equity) for the project, including anticipated costs and why this strategy offers the best value to the Government.
- Discuss the Offeror's capability to secure operating capital for the project as well as the Offeror's capability to secure payment or performance bonds (or other types of security) for the envisioned project.

**SECTION IV: DEMONSTRATE 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 V: OFFEROR'S DEVELOPMENT PLAN:** This factor will be used to evaluate and demonstrate that the Offeror has a clear understanding of the anticipated design and construction elements of the project; explains how the project is consistent with the Navy's mission, goals and objectives and NSBNL requirements and restrictions. See Appendix "F."

**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 and how the design blends with the surrounding environment. 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 applicable permits, subcontractor selection, certificate of occupancy); and 4) applicable project coordination (A&E involvement, as applicable).

**Explanation of Use Consistent With Navy Mission, Goals, and Objectives:**

- This factor considers the extent to which the Offeror's approach indicates an understanding of the Navy and NSBNL's goals (as articulated in the RFQ) and a realistic approach to accomplishing them. Specifically, Offerors should describe how their proposed approach meets the goals of the Navy and how they will be achieved during the project term.

## **SECTION VI: CAPABILITY/QUALIFICATIONS TO DEVELOP BUSINESS AND LEASING PLAN:**

**Staffing Plan:** The Offeror shall provide the following:

- Describe the organizational approach to executing 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 shall 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 Offeror 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.

### **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 "K" to this RFQ.

### **SIGNIFICANT CHANGES**

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

**APPENDIX J**  
**REQUEST FOR QUALIFICATIONS NO. N40085-08-RP-00092**  
**ENHANCED USE LEASE AT NAVAL SUBMARINE BASE NEW LONDON,**  
**GROTON, CONNECTICUT**

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

This offering is carried out under Section 2732 of the National Defense Authorization Act for Fiscal Year 1987, Public Law 99-661, 100 Stat. 4046 (Title 10), as amended, and may result in the execution of a Property Lease. Accordingly, the developer-selection process is not governed by the Federal Acquisition Regulation (“FAR”). Similarly, since the offering does not involve the procurement of goods and services covered by the FAR, the Small Business Act and the Service Contract Act do not apply.

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

Davis Bacon wage requirements may apply. 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 52.209-6, Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006)
8. FAR 52.215-2, Audit and Records – Negotiation (JUN 1999)

9. FAR 52.222-6, Davis-Bacon Act (JUL 2005)
10. FAR 52.222-7, Withholding of Funds (FEB 1988)
11. FAR 52.222-8, Payrolls and Basic Records (FEB 1988)
12. FAR 52.222-9, Apprentices and Trainees (JUL 2005)
13. FAR 52.222-10, Compliance with Copeland Act Requirements (FEB 1988)
14. FAR 52.222-11, Subcontracts (Labor Standards) (JUL 2005)
15. FAR 52.222-12, Contract Termination – Debarment (FEB 1988)
16. 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 52.222-22, Previous Contracts and Compliance Reports (FEB 1999)
21. FAR 52.222-23, Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)
22. FAR 52-222-26, Equal Opportunity (MAR 2007)
23. FAR 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
24. FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)
25. FAR 52.223-6, Drug-Free Workplace (MAY 2001)
26. FAR 52.225-9, Buy American Act – Construction Materials (JAN 2005) (applicable to construction estimated at less than \$7,443,000)
27. FAR 52.225-11, Buy American Act – Construction Materials under Trade Agreements (AUG 2007) (applicable to construction estimated at \$7,443,000 or more)
28. FAR 52.233-1, Disputes (JUL 2002)

**APPENDIX K**  
**REQUEST FOR QUALIFICATIONS NO. N40085-08-RP-00092**  
**ENHANCED USE LEASE AT NAVAL SUBMARINE BASE NEW LONDON,**  
**GROTON, CONNECTICUT**

**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 Highest Rated Offeror and be selected for Business and Leasing Plan by 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 subcontractors for work relating to this project.

Authorized representative and signatory for Offeror:

(Print) Name	Title	Date
Signature		