

REQUEST FOR QUALIFICATIONS  
No. N40080LO10338

**NAVY RECREATION CENTER SOLOMONS**

**Solomons, Maryland**

DRAFT

---

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

Source Selection Sensitive  
Do Not Distribute Without Prior Approval of Real Estate Contracting Officer

**ENHANCED USE LEASE  
NAVY RECREATION CENTER SOLOMONS  
SOLOMONS, MARYLAND**

**Request For Qualifications No. N40080LO10338**

**Issued By  
Naval Facilities Engineering Command, Washington  
Washington, DC**

**August 6, 2010**

## **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 BUSINESS ARRANGEMENTS</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 AND RISK ASSESSMENTS</b>
<b>SECTION 8.0</b>	<b>SPECIAL CONDITIONS AND LIMITATIONS</b>
<b>SECTION 9.0</b>	<b>POINT OF CONTACT</b>

## **APPENDICES**

- A. PROPERTY AND VICINITY MAPS OF EUL SITE**
- B. DESCRIPTION OF EUL SITE**
- C. DESCRIPTION OF PRINCIPAL IMPROVEMENTS**
- D. UTILITIES DIAGRAM**
- E. MWR RATES AT NRC SOLOMONS**
- F. RIGHT OF FIRST REFUSAL OF EMPLOYMENT**
- G. RELOCATION REQUIREMENTS**
- H. ENVIRONMENTAL CONDITION OF PROPERTY REPORT**
- I. PROHIBITED USES AND ACTIVITIES**
- J. IN-KIND CONSIDERATION**
- K. INSURANCE REQUIREMENTS**
- L. CONFLICT OF INTEREST CERTIFICATION**
- M. INFORMATION TO BE SUBMITTED BY OFFERORS**
- N. FAR PROVISIONS AND MANDATORY CLAUSES INCORPORATED BY REFERENCE**
- O. OFFEROR'S COVER PAGE**

**REQUEST FOR QUALIFICATIONS N40080LO10338  
ENHANCED USE LEASE AT NRC SOLOMONS, 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 the Navy Recreation Center (“NRC”) Solomons, in Solomons, 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 is received for use of the leased property.

**1.2 NAVY RECREATION CENTER SOLOMONS, SOLOMONS, MARYLAND**

NRC Solomons, which sits at the confluence of the Patuxent River and Chesapeake Bay in Solomons, Maryland, at the southern tip of Calvert County about 70 miles outside of Washington, DC, is the largest outdoor recreation facility of its kind in the Navy. Operated by Navy Morale, Welfare and Recreation (“Navy MWR”), NRC Solomons is under the administrative control of Naval Air Station (“NAS”) Patuxent River and Naval District Washington (“NDW”), who are responsible for the upkeep and maintenance of the facility. NRC Solomons encompasses approximately 263.90 acres with approximately 42,000 square feet of indoor lodging, 1,200,000 square feet of camping and other outdoor lodging, 150,000 square feet of industrial buildings and support facilities, and 800,000 square feet of indoor and outdoor recreational facilities and other improvements.

**1.2.1 MISSION:** NRC Solomons provides a wide array of vacation lodging and recreational facilities at affordable rates to eligible current, retired and reserve military personnel, Department of Defense (“DoD”) civilian employees, family members, and guests. The types of lodging facilities include a motel, bungalows, cottages, log cabins, trailer camps, camp sites, and other facilities. The types of recreational facilities include swimming and diving pools, putt-putt golf course, ball fields, picnic pavilions, and other facilities. Monetary funds from Navy MWR’s operation of NRC Solomons’ lodging and recreational facilities support other Navy MWR activities (“MWR Fund”), which promote the well-being of military personnel and their families. In addition, NRC Solomons contains an industrial area with workshops, offices and maintenance facilities that support NAS Patuxent River. Outlease of all or a portion of NRC Solomons would require the lessee(s) to provide for the continued mission of NRC Solomons, as defined in Section 1.5 below.

## 1.3 EUL SITE

**1.3.1 SITE/LOCATION:** The properties proposed for outleasing include the following four (4) sites:

- Site 1: Approximately 61.14 acres located on the northern portion of NRC Solomons. It is bounded by Fox Avenue to the south, the Patuxent River to the west, and the installation fence line to the east and north. Site 1 contains several bungalows, cottages, recreational vehicle (“RV”) camp sites, recreational lodges, basketball courts, and other facilities and amenities that are made available to NRC Solomons’ visitors. Outlease of these facilities would require arrangements for the continuation of these benefits, as defined in Section 1.5 below, and compensation to Navy MWR for any estimated loss to the MWR Fund. A detailed site description and list of improvements are presented in Appendices “B” and “C”.
- Site 2: Approximately 93.82 acres located south of Site 1. Site 2 is bounded by Fox Avenue to the north, Avenue A to the south, the Patuxent River to the west and the installation fence line to the east. Site 2 contains camp sites, RV camp sites, duplex log cabins, and recreational facilities, such as tennis courts, swimming pools, driving range, fitness center, and other facilities that are made available to NRC Solomons’ visitors. Outlease of these facilities would require arrangements for the continuation of these benefits, as defined in Section 1.5 below, and compensation to Navy MWR for any estimated loss to the MWR Fund. A detailed site description and list of improvements are presented in Appendices “B” and “C”.
- Site 3: Approximately 83.12 acres located at the southern third of the installation. It is bounded to the west and south by the Patuxent River, easement boundaries to the east, and Avenue A to the north. The south-central portion is designated as EUL Site 4. Site 3 contains a 124-slip marina, RV storage, helicopter pad, recreation pavilions, and other facilities that are made available to NRC Solomons’ visitors. Outlease of these facilities would require arrangements for the continuation of these benefits, as defined in Section 1.5 below, and compensation to Navy MWR for any estimated loss to the MWR Fund. A detailed site description and list of improvements are presented in Appendices “B” and “C”.
- Site 4: Approximately 25.82 acres. This site is known as the “industrial site” and includes approximately 145,000 square feet of industrial buildings that house various tenants and maintenance activities that are essential to NAS Patuxent River’s mission. It is bounded by EUL Site 3

to the east, north and west and by the Patuxent River to the south. Outlease of these facilities would require relocation of existing tenants and activities to suitable replacement facilities, as defined in Section 1.5 below. A detailed site description and list of improvements are presented in Appendices “B” and “C”.

- The remaining portion of NRC Solomons is outside the scope of this opportunity. It includes a housing site and attached land that is used for the exclusive enjoyment of its residents, and certain out-grant areas on the eastern periphery of the installation.

**1.3.2 CURRENT USE:** Sites 1, 2, and 3 are operated by Navy MWR for lodging, storage and recreational purposes at affordable rates by eligible current, retired and reserve military personnel, DoD civilian employees, family members, and guests (“Current MWR Visitors”) seeking rest and relaxation. Navy MWR estimates that they host approximately 500,000 visitors annually. Outlease of Sites 1, 2 and 3 or a portion of these sites would require the lessee(s) to provide for these current lodging and recreational uses, or an acceptable substitute, and monetary compensation in cash to Navy MWR for any estimated loss in the MWR Fund, as well as other conditions as defined in Section 1.5 below. Site 4 is used for industrial purposes and maintenance activities that support NAS Patuxent River’s mission. Outlease of this site would require the lessee(s) to re-accommodate current tenants in acceptable facilities on another Navy installation, as well as comply with other conditions as defined in Section 1.5 below.

## **1.4 BUSINESS OPPORTUNITY**

The Navy seeks to competitively select one or more developers to lease all or some of the sites at NRC Solomons, subject to certain requirements as defined in Sections 1.5 and 3.0 below, for development of a lodging and recreation center with conference facilities and other compatible uses. The successful Offeror(s) will develop, operate and maintain the facilities within the EUL site for the term of the lease and will provide cash and in-kind consideration to the Navy not less than the fair market value of the developer’s leasehold interest in the leased Premises, including compensation to Navy MWR to replace any estimated loss in the MWR Fund. To these ends, development opportunities must be considered compatible with the NRC Solomons’ mission and with the land-use and business objectives for the site. The MWR Fund generates approximately \$1 Million per year from EUL Sites 1, 2, and 3, which is used to support other MWR activities. NRC Solomons currently serves approximately 500,000 visitors per year, who enjoy its lodging and recreational facilities at affordable rates. Development of these facilities would require facilities being made available on a priority basis to Current MWR Visitors at comparable rates. (See Appendix “C” for a list of existing facilities on each site and Appendix “E” for Navy MWR’s tiered rate structure) Navy MWR currently employs full-time and part-time personnel to support its operations at NRC Solomons. Development of NRC Solomons would require the granting of a right of first refusal of employment to up to **39** of these employees who may be displaced as a consequence (See Appendix “F”).

## 1.5 PROJECT SUMMARY

**1.5.1 PROJECT GOAL:** The Navy is seeking a lessee or lessees to establish, operate and maintain a comparable mix of lodging and recreation amenities along with additional compatible uses such as a conference facility on some or all of Sites 1, 2, 3, and 4. This lodging, recreation and conference facility will be marketed to the general public but must be made available on a priority basis to Current MWR Visitors for their use and enjoyment on terms that are comparable to the Navy's existing tiered rate structure. In exchange, the Navy will receive cash and in-kind consideration at not less than the fair market value of the leased property or properties, as identified in Appendix "J," subject to the prohibited uses and activities in Appendix "I". Offerors may submit proposals for one or more of the available sites.

**1.5.2 PROJECT CONCEPT:** The hospitality and leisure development envisioned for NRC Solomons would be an enhancement over the current Navy MWR facilities, and could include conference facilities that could be used by the Navy and the general public. Other possibilities include improved lodging facilities, expanded retail, a wellness facility, outdoor camping and recreation facilities, and a marina. This development would attract use by the general public at the same time that it supports Navy MWR's on-going recreation mission at NRC Solomons for Current MWR Visitors. The Navy will require the Offeror(s) to offset any estimated loss to the MWR Fund, and the right of first refusal of employment for displaced Navy MWR personnel working at NRC Solomons. In addition, dislocated Navy tenants in Site 4 would require suitable replacement facilities. (See Appendix "G" for their relocation requirements.) The site or 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 a succeeding lease of the site(s) conditioned upon the Lessee's satisfactory performance during the initial lease term.

The Lessee(s) shall finance, plan, design, construct, market, operate, and maintain the facilities on the site(s) for the term of the Lease. The Lessee(s) may receive market fees from the general public while providing comparable or improved amenities to Current MWR visitors on terms that are comparable to the Navy's existing tiered rate structure. Ownership of the leased sites 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(s) 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 or parties who will provide good stewardship over the property or properties;

- Maximizing value to the Navy, enhancing quality of life for Navy personnel and other Navy MWR beneficiaries, holding Navy MWR harmless from the outleasing action, and providing benefit to the surrounding community;
- Developing a comparable mix of lodging and recreation amenities along with additional compatible uses such as a conference facility that are available for use by the general public and the Navy, but which do not depend upon Navy use;
- Providing the right of first refusal of employment to displaced NRC Solomons employees (see Appendix “F”);
- Providing sufficient compensation to Navy MWR for the estimated loss to the MWR Fund;
  - In the event Sites 1, 2 and 3 are outleased, compensation to Navy MWR/MWR Fund shall not be less than One Million Dollars (\$1,000,000) per year, which amount shall be adjusted on a periodic basis for inflation, but the new adjusted amount shall not be less than the immediately previous amount.
- Ensuring compatibility of the proposed EUL site lease(s) with the operational and security requirements of the Installation, including access to the housing site, which is outside the scope of this EUL.
- Successfully integrating development and Navy MWR activities with cultural resources and environmental policy management requirements compatible with the mission of the Installation;
- Complying with the State of Maryland and all National Environmental Policy Act (“NEPA”) requirements;
- Complying with the Critical Area Act (<http://www.dnr.state.md.us/criticalarea>);
- Employing the best commercial practices to the benefit of both the Navy and the Developer(s).

**1.5.4. PROJECT REQUIREMENTS:** The outlease of some or all of the EUL sites will be subject to some or all of the following requirements:

- As part of the Lessee’s payment to the Navy, the Lessee(s) shall pay sufficient funds to Navy MWR to replace any estimated loss to the MWR Fund due to the outlease of any portion of NRC Solomons. The MWR Fund is currently estimated to earn \$1 million per year from MWR activities at NRC Solomons.
- The Lessee(s) must provide priority access to facilities and amenities for Current MWR Visitors on comparable monetary terms as Navy MWR currently offers to eligible visitors (see Appendix “E” for a list of MWR rates to be used for illustrative purposes only).
- The Lessee(s) shall grant the right of first refusal of employment to the current employees of NRC Solomons who are in good standing and lose their jobs as a direct result of the outleasing. (See Appendix “F”)

- The relocation of any Navy activities from Site 4 shall be at the expense of the Lessee(s) and on terms and in facilities that are acceptable to the Navy (See Appendix “G” for relocation requirements.)
- The Lessee(s) will have to make provisions for secured access to the housing site and other Navy property at NRC Solomons that is not outleased.

**1.5.5. BUSINESS AND LEASING PLAN:** The Selected Developer(s) will provide a Business and Leasing Plan (the “Business Plan”) detailing the development scope for constructing, financing, and managing the Premises. The Business Plan(s) shall propose the specific length of the business arrangement with the Navy and the term of the Lease(s) (not to exceed 50 years) and will include sections on adherence to applicable Navy Safety, Security, and Environmental Protection guidelines, as well as other requirements. Upon completion of the Business Plan(s) and final approval by the Navy, a Lease(s) will be negotiated by the Navy and the Selected Developer(s) to implement the Business Plan(s). The decision to implement the Business Plan(s) 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. Offerors may submit proposals for one or more EUL sites. The selected Offeror(s) will be required to submit a Phase II proposal for the exclusive negotiation of the Business Plan(s).

In the event that more than one Offeror is selected to submit a Phase II proposal, the EUL site or sites selected by each Offeror shall be mutually exclusive and an exclusive negotiation will be conducted with each Selected Offeror.

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

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

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

It is the Navy's intent to select for Phase II the Offeror(s) whose proposal(s), conforming to the RFQ, is/are 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(s) 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 or more Offerors will be selected for a period of exclusive negotiations for mutually exclusive EUL sites. The Offeror(s) to be selected for exclusive negotiation of a Business Plan(s) will be that Offeror(s) whose proposal(s) provides the best overall value to the Government and is/are 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 or Offerors for negotiation of the Business Plan(s) will be based on an objective best overall value determination.

## **SECTION 2.0 - EXISTING CONDITIONS**

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

structures currently occupied or used by the Navy, those occupants or users will need to be provided with acceptable alternatives. See Appendix “G”.

## **2.1 LAND**

The proposed EUL sites comprise approximately 263.90 acres located in four (4) sites at NRC Solomons: Site 1 consists of 61.14 acres; Site 2 consists of 93.82 acres; Site 3 consists of 83.12 acres; and Site 4 consists of 25.82 acres. Appendices “A”, “B”, “C” and “D” more particularly describe the property.

## **2.2 PRINCIPAL IMPROVEMENTS**

The following principal improvements are contained in the EUL sites:

**Site 1:** Lodging and sporting facilities - bungalows, cottages, RV camp sites, comfort stations, recreation lodges, and basketball court.

Other facilities – bus shelter, information building, entry gate guard house, and storage shack.

**Site 2:** Lodging and sporting facilities - tennis courts, swimming and diving pools, bath house, driving range, gazebo, putt-putt golf course, basketball courts, camp sites, fitness center, duplex log cabins, adventure zone, band stand, pavilion, yurts, bicycle storage shed, lighthouse park/storage.

Other facilities - administrative building, sewage pump station, sewage pump house, well for pumping station, water pumping station, and potable water storage tank.

**Site 3:** Lodging and sporting facilities - comfort station, motel, fishing pier, pavilion, 124-slip marina, marina fuel tank, laundry, ball field, boat/car wash, marina shop, camp sites, and picnic/recreational areas.

Other facilities – administration, shops, boiler house, community storage, parking area for fishing pier, recreational vehicle storage, storage, helicopter pad, boat storage, Amish storage shed, and boat ramp.

**Site 4:** Industrial facilities – weld/fab machine shop, aviation support equipment shop, storage, carpenter shop, target shop, boat basin bulkhead, flagpole, grand supply equipment overhaul shop, support storage and office, target storage, electric substation (50kV), pier, sand blasting shop, rework shop, paint booth, dynamometer and engineering test building, aviation supply equipment shop (engine, welding), heating fuel oil storage, fire protection system valve hose, boiler house and fuel tank, security fence, and environmental storage.

## **2.3 INFRASTRUCTURE AND UTILITY SYSTEMS**

Appendix “D” includes information on existing infrastructure and utilities.

## 2.4 DEVELOPMENT CONSIDERATIONS

**2.4.1 HISTORICAL, CULTURAL, AND ARCHAEOLOGICAL:** Nine archaeological sites and three sensitive areas were previously identified at NRC Solomons within the EUL Sites:

- Archaeological Site 18CV362 is not developable and must be maintained in grass and protected from natural and human disturbances.
- Archaeological Site 18CV356 has been determined eligible for the National Register of Historic Places.
- Five Archaeological Sites (18CV357, 18CV359, 18CV360, 18CV361, 18CV364) and three archaeologically-sensitive areas (G1, G2 and G3) are considered potentially eligible for the National Register of Historic Places.
- Archaeological Sites 18CV363 and 18CV358 were determined not eligible for the National Register of Historic Places and present no restrictions on future development.
- Two areas of the EUL (Area 1 and Area 2) have not been archaeologically surveyed and require, at a minimum, a Phase I archaeological survey prior to any development activities.

Potentially eligible sites and areas require consultation with the State Historic Preservation Office (SHPO) and Phase II archaeological testing, should development plans involve disturbing these sites or areas. The outcome of Phase II testing is a determination of eligibility, either being eligible or not-eligible for the National Register of Historic Places. If a site is determined to be eligible, then this requires further consultation with the SHPO and Phase III mitigation of the impact of any development plans. If a site is determined not eligible, then there are generally no restrictions on future development.

For more information, please refer to Appendix “B”.

**2.4.2 HAZARDOUS MATERIALS:** Appendix “H”, Environmental Condition of Property Report and Checklist (“ECP”), will identify the presence of any hazardous materials, if applicable on the sites. The Selected Developer(s) will be responsible for accomplishing the abatement, removal and disposal of all hazardous materials present at the EUL sites 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(s). The estimated costs of environmental clean-up will be factored into any business agreement between the Navy and the Selected Developer(s).

**2.4.3 REGULATORY:** State and local zoning regulations may apply to NRC Solomons. Offeror(s) is/are expected to comply with all applicable Federal, state, and local statutory and regulatory requirements.

**2.4.4 LEGISLATIVE JURISDICTION:** Concurrent jurisdiction applies to NRC Solomons.

**2.4.5 EASEMENTS AND ENCUMBRANCES:** The following is a list of known easements. Offerors are responsible for determining and complying with all easements and encumbrances. 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:

Date	Grantee	U.S. Government Contract No.	Reference Number	Term
May 1, 1974	State of Maryland, State Highway Administration	NF(R) 21057	Liber 171, Folio 722; Calvert City, MD	Perpetuity
July 31, 1975	Southern Maryland Electric Cooperative Incorporated, Hughesville, Maryland	NF(R) 21189	Liber 753, Folio JLB 183; Prince Frederick, MD	Fifty (50) years
June 28, 1978	Calvert County Sanitary District, Inc. by and through its governing Body the Calvert County Sanitary Commission, a Body Politic	N60921-78-RP-00012		Perpetuity
June 10, 1981	Southern Maryland Electric Cooperative, Inc.	N62477-79-RP-00028	Liber 275, Pg 172; Calvert City, MD	Fifty (50) years
December 11, 1984	State of Maryland, State Highway Administration	N62477-84-RP-00034	Liber 334, Folio 161; Calvert City, MD	Perpetuity
May 16, 1988	State of Maryland, Department of Transportation	N62477-88-RP-00043	Book 452, Pg 804	Perpetuity
August 1, 1989	Cedar Point Federal Credit Union	N62477-89-RP-00080	LEASE – not recorded through County	Twenty-five (25) years
September 26, 1991	Patuxent Point Limited Partnership	N62477-91-RP-00077	Book 575, Pg 012	Fifty (50) years
January 24, 1992	Washington Gas Company	N62477-92-RP-00014	Book 610, Pg 368; Book 590, Pg 220(Revised ESMT)	Perpetuity
March 31, 1992	Chesapeake and Potomac Telephone Company of Maryland	N62477-92-RP-00025	Book 600, Pg 456	Fifty (50) years

**2.4.6 UTILITIES:** The Navy has the potential to provide electricity, water, and wastewater service to the Offeror(s), however, would prefer for the Offeror(s) to obtain separate utility services from the local utility providers. The Offeror(s) will need to coordinate with Calvert County to determine if the County’s pump station can handle projected increased wastewater flows. For the most part, utilities are adequate, but may have

to be reconfigured to meet Offeror's needs. Water storage tank size and pumps may have to be increased due to new facility heights and fire suppression requirements. If the Navy provides utilities, the Successful Offeror(s) will be charged the Navy's established rate for each service provided by the Navy. 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(s) chooses to obtain utility services from the local utility provider, the Offeror(s) must obtain separate utility connections and operating agreements with the individual providers. Any easements required by the local utility companies will need to be addressed through the NAVFAC Washington Real Estate office. (See Appendix "D" for a description of current utilities infrastructure.)

**2.4.7 BUILDING CODES:** Construction on the Premises shall comply with the International Building Code, the International Existing Building Code, the International Residential Code, the International Energy Conservation Code, and ASHRAE Standards 62.1, 62.2 and 90.1. Construction on the Premises shall also comply with the appropriate National Fire Protection Association Standards then in effect for the type(s) of occupancy proposed, or such other more-stringent fire-protection and life safety codes, if any, then in effect and adopted by the State of Maryland or Calvert County. Facilities constructed should also qualify for certification under the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED") guidelines.

**2.4.8 ANTI-TERRORISM / FORCE PROTECTION ("AT/FP") REQUIREMENTS:** Construction on the Premises shall comply with all applicable standards from the UNIFIED FACILITIES CRITERIA ("UFC") DoD MINIMUM ANTITERRORISM STANDARDS FOR BUILDINGS, 4-010-01.

The Selected Offeror(s) shall, at its/their cost and expense, provide new fencing to separate the outleased property from retained Navy property, including the housing site and Site 4, if the latter is not outleased.

The fence line shall fully comply with AT/FP requirements and Navy standards both in location and design. AT/FP requirements can be found at [http://www.wbdg.org/ccb/browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4). Navy standards for perimeter fencing can be found in Military Handbook MIL HDBK 1013/10.

The fencing that is adjacent to the remaining Navy property shall become part of the Navy's perimeter fence. In addition to the perimeter fencing, a twenty (20) foot wide clear zone shall be established and maintained by the Selected Offeror(s) on the leased EUL Sites along the perimeter fence line separating the EUL Sites from the Navy-retained remainder of the NRC Solomons area.

The construction, storage, or placement of any materials or property, including but not limited to vehicles and storage containers, shall not be allowed within the clear zone. A developer may also choose to install interior fencing within the leased Sites. The interior fencing need not comply with AT/FP and Navy standards for so long as the interior fencing does not separate the outleased property from retained Navy property. The Navy may require additional security requirements based on the Offeror(s) development concept.

### **SECTION 3.0 - ENHANCED USE LEASE REQUIREMENTS AND BUSINESS ARRANGEMENTS**

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

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

Following selection of the Developer(s), the Navy and the Selected Developer(s) will work together to produce the Business Plan(s). The Navy will work with the Selected Developer(s) in preparing Lease(s) and other documents required to implement the Business Plan(s). An initial sample outline for content of the Business Plan(s) 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(s), including a description of any anticipated partnership or joint ventures by the Selected Developer(s)
- The rate structure and priority reservation process for Current MWR Visitors;
- Development plans and timelines, including facility drawings, site plans, relocation plans, etc;
- Documents required to comply with the National Environmental Policy Act ("NEPA") and other applicable laws;
- Community relations plan;
- A detailed description of any opportunities identified during the planning process that cannot be accommodated by the current lease authority, and, if feasible, a plan for proceeding under an alternative authority; and
- The specific consideration to be provided to the Navy for the outleasing of the property, including payment to the MWR Fund and in-kind consideration.

The Selected Developer(s) 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(s) and related documents.

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

At the end of the planning stage, the Business Plan(s) 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 AND COMPENSATION TO MWR**

A specific price proposal shall be submitted by the Selected Developer(s) during Phase II with the Developer's draft Business Plan(s). 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 in-kind consideration, to include a cash payment to Navy MWR to compensate for any estimated loss to the MWR Fund. The Navy will determine the precise form of the cash and in-kind consideration to be provided. The selected Offeror(s) will not be paying the Navy a consultant's fee, transactional fee, or other similar fee. The proposed Business Plan(s) must show how the rent and in-kind consideration proposed will benefit the Navy (including Navy MWR) over the term of the Lease(s). Details regarding these payments will be provided in the Business Plan(s). The Navy requires any in-kind consideration, not including payments to the MWR Fund, to 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(s) that can be used to obtain goods or services at a later date when the Navy's needs are better understood or when sufficient funds have been accumulated in the ICA. All interest on deposits in the ICA shall accrue to the benefit of the Navy in the form of additional In-Kind Credits available for the use of the Navy. Examples of in-kind consideration include small or large construction projects, repair or improvement to existing NAS Patuxent River facilities, and/or maintenance services. When the Navy has decided on the specific in-kind consideration to be delivered, the Lessee(s) (Selected Developer(s)) may be requested to accomplish and complete the tasks or projects identified. Payments to Navy MWR will be made directly to the Navy MWR Fund Account.

### **3.3 USE RESTRICTIONS**

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

### **3.4 DESIGN**

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

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

The Developer(s) will be responsible for coordination of all utilities and support services used in the operation and management of the leased property. Utility lines are available within the vicinity of the sites. The Developer(s) will be responsible, at its cost, for connecting with existing utility lines. The Navy is capable of providing most utility services, to include electric power, water, sewage disposal and natural gas to the EUL project site(s), however would prefer for the Developer(s) to obtain separate utility services from the local utility providers. If the Navy provides utilities, such services shall be metered and the Developer(s) will be responsible for paying the Navy for such services at rates to be established by the Naval District Washington. The Navy does not guarantee the continued provision and/or sufficiency of any utility services provided.

If the Successful Offeror(s) choose(s) to obtain utility services from the local utility provider, the Offeror(s) must obtain separate utility connections and operating agreements with the individual providers. Offerors will have to address any easements required by the local utility company through the NAVFAC Washington Real Estate office. (See Appendix “D” for a description of current utilities infrastructure).

The Developer(s) shall be responsible for procuring telephone, Internet service, cable/satellite television, and/or other communications services as it may require directly from the service providers. Any associated costs for such services are the financial responsibility of the Developer(s).

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(s).

The Navy will not provide first responder (police, fire protection) services to the EUL project site(s). The Developer(s) will be responsible for procuring these services from local authorities whose jurisdiction pertains to the leased site(s).

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

The Developer(s) will have responsibility for all property maintenance and management items throughout the life of the project. The Business Plan(s) 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(s) 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(s) shall prepare, in cooperation with the Navy, an Environmental Assessment (“EA”) or other appropriate environmental documentation for its proposed project as determined by the Navy. The EA or other appropriate environmental documentation must comply with all applicable requirements under the National Environmental Policy Act (“NEPA”), including without limitation, relevant DoD and Navy policies. In the event a third-party contractor is hired to prepare the EA, said contractor shall first be approved by the Navy. The Navy has final approval regarding the adequacy of the prepared NEPA documentation. Any proposed use shall limit and mitigate any adverse environmental impact to the greatest extent practical. The prospective Developer(s) must demonstrate a full understanding of the potential environmental consequences associated with its proposal, take into account the time and cost implications of applicable environmental compliance activities, and be willing to fund any necessary studies and reviews beyond those already funded by the Navy as may be required to ensure adequate review of environmental implications. Should the EA or other appropriate environmental documentation result in a finding of significant impact, additional study and effort by the selected Developer(s), at its cost, would be required before a Navy decision was possible to proceed with execution of a Lease(s) or not to proceed with execution of a Lease(s). The prospective Developer(s) must also address at their own expense 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, as well as other required mitigation. The selected Offeror(s) shall also be responsible, at their cost, for obtaining their 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 sites.

In addition, the selected Offeror(s) will be expected to participate in all public meetings and hearings associated with the EA or Environmental Impact Statement (“EIS”) required for this project.

### **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(s) 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(s) shall ensure appropriate insurance is in place for the property. Appendix “K” 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 RELOCATION REQUIREMENTS**

The selected Developer(s) shall be responsible for providing suitable replacement facilities at its own expense for the use of tenants that are displaced from Site 4. Appendix “G” provides additional information on relocation requirements.

### **3.13 RIGHT OF FIRST REFUSAL OF EMPLOYMENT**

Within 30 days after lease signing, the Navy will provide to the Lessee(s) a list of all Government employees in good standing who are adversely affected or separated as a result of this EUL Project. The Lessee(s) shall provide these employees the right of first refusal for employment openings in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards. A list of current Navy positions that may be affected as a result of this EUL project is attached as Appendix “F”; however, this list is subject to change.

The Lessee(s) shall report to the Commanding Officer of NAS Patuxent River the names of individuals identified on the list who are hired within 90 days after commencement of operations. This report shall be forwarded within 120 days after commencement of operations.

## **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 are specified, the most stringent requirement applies. A reference to, or direction to comply with, a particular Section shall include, as appropriate, all subsections thereunder. Oral explanations or instructions given before the signing of the Lease(s) will not be binding. Any written information concerning the proposal given to any prospective Offeror will be furnished promptly to all other prospective Offerors. If the information is necessary in submitting

proposals or if the lack of it would be prejudicial to any other prospective Offeror, the information shall be furnished as an amendment to this RFQ. By submitting a proposal, the Offeror agrees to provide non-discrimination and Civil Rights assurances if applicable.

Additional provisions the Offeror should note include:

- The information provided by the Offeror may be used by the Navy to conduct a comprehensive background and credit check.
- The Selected Developer(s) will provide the facilities and services to the Navy as agreed upon in the Business Plan(s).
- 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”.
- As further described in Section 6.2, the Navy intends to allow one Calvert County observer to review and comment on the following sections of the Offeror’s proposal as described below in Appendix M: Section VIII (Achievement of Navy Goals, Concepts and Objectives) and Section IX (Ability to Effectively Manage Community Relations). By submitting an offer, Offerors acknowledge and consent to the Calvert County observer’s participation.

#### **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. N40080LO10338**” 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: \_\_\_\_\_

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 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) Risk Mitigation Plan

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 projects of the type being proposed, 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 design and construction elements of the project, including traffic issues, tenant relocation, priority access to Current MWR visitors, utilities availability, and compliance with any applicable State and local regulatory requirements; and a clear understanding of development risks and how they can be addressed.

**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 such users will be provided access. This factor will be used to evaluate and demonstrate (1) that the Offeror has an understanding of the type of uses for the Premises that are consistent with Navy goals and objectives; (2) that the Offeror has a feasible plan to identify potential operators for the Premises and; (3) that the Offeror has a feasible marketing plan to potential users from the general public.

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

**CAPABILITY/QUALIFICATIONS TO DEVELOP BUSINESS AND LEASING PLAN:** This factor considers the extent of the Offeror's corporate and key personnel capability and qualifications to develop the Business and Leasing Plan 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.

**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 3.0 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(s) invited to participate in the Phase II period of exclusive negotiations will be required to submit written technical and financial proposal(s) which reflect the availability and amount of funding and project requirements, objectives, and priorities. The proposal(s) 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 proposed rate structure and priority reservation process for Current MWR Visitors; the plan to relocate any affected tenants; the plan to re-hire affected Navy MWR personnel; the schedule proposed for achieving key milestones in the development process; and the financial compensation to be provided to the Navy, including payments to Navy MWR. The Developer's Phase II proposal shall propose the specific length of the business arrangement(s) and the Lease(s).

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

The Navy and Developer(s) will work together to develop a final Business Plan(s) for approval by Navy Headquarters. The Developer(s) will be expected to thoroughly, creatively, and professionally identify issues, analyze solutions, and determine entrepreneurial processes to ensure successful implementation of the Business Plan(s). The Developer(s) 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(s) 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(s) to implement the Business Plan(s). The Lease(s) 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(s) will be made solely by the Navy at its discretion. In the event the Navy and the selected Developer(s) cannot agree on a

Business and Leasing Plan(s), implementing Lease(s) or other required documents, or if the Business Plan(s) is not accepted by Navy Headquarters, the Navy, at its sole option, may terminate negotiations with the selected Developer(s) and direct the Developer(s) 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(s) for the Business Plan(s) or work product generated in developing the Business Plan(s). Additionally, the Navy shall have the right, at no cost to itself, to make full use of the Business Plan(s) and to proceed to negotiate and work with a replacement Developer(s).

## **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, one or more Offerors will be selected for the exclusive negotiation of Business and Leasing Plan(s). If more than one Offeror is selected, the Navy will negotiate with each Offeror separately for a separate lease. The Developer(s) to be selected for the period of exclusive negotiations will be that Offeror(s) whose proposal(s) provides the best overall value to the Navy and is/are 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(s) for negotiation of a Business and Leasing Plan(s) will be based on an objective best overall value determination. The Offeror(s) 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(s) whose proposal(s) is/are 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(s)/Developer(s) will commence work, as outlined in this RFQ, on the Business Plan(s) with the intent to enter into a leasing arrangement.

One Calvert County official, to be selected by Calvert County, may serve as an observer to the source selection process. The Calvert County observer may express his opinions on the Offerors' proposals to the Navy; however, his agreement with the Navy's decision will not be required. The Navy intends to allow the Calvert County observer to review and comment on the following sections of the Offeror's proposal as described below in Appendix M: Section VIII (Achievement of Navy Goals, Concepts and Objectives) and Section IX (Ability to Effectively Manage Community Relations). The Calvert County observer will be required to complete a Statement of Financial Interest and will be disqualified for any financial conflicts of interest identified by the Navy. Additionally, the Calvert County observer will be required to sign a Non-Disclosure Agreement stating that any and all information received during the source selection process shall not be used in any way for personal use or gain nor divulged to any party prior to, during or after selection of an Offeror(s) for Phase II negotiations.

## **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(s) 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 Lease(s) and shall flow through to sub-lease agreements, as applicable.

### **8.3 NO OBLIGATION**

While the Navy intends to enter into a Lease with one or more Offerors 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.

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

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

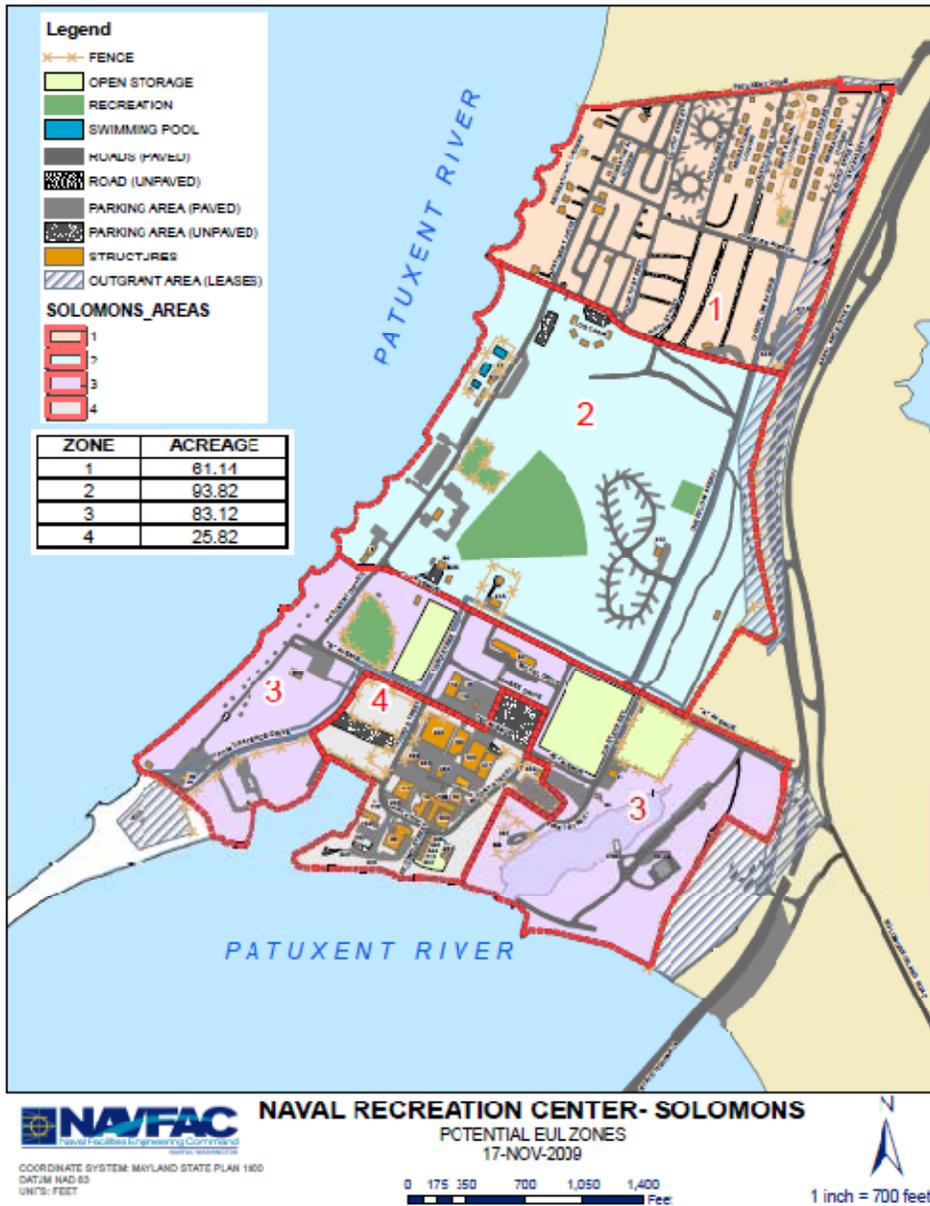
<b>Office</b>	<b>Name</b>	<b>Address</b>	<b>Phone, Fax &amp; E-mail</b>
<b>Naval Facilities Engineering Command, Washington</b>	<b>Christine Calhoon Realty Specialist, Asset Management</b>	<b>1314 Harwood Street, SE Building 212 Washington Navy Yard, DC 20374-5018</b>	<b>Phone: (202) 685-3099 Fax: (202) 685-3350 E-mail: christine.calhoon@navy.mil</b>

DRAFT

**APPENDIX A  
REQUEST FOR QUALIFICATIONS N40080LO10338  
ENHANCED USE LEASE AT NRC SOLOMONS, MD**

**PROPERTY AND VICINITY MAPS OF EUL SITES**

The accompanying maps are provided for illustrative purposes only. A legal metes and bounds survey has not been prepared. The site comprises four (4) EUL sites that measure approximately 263.90 acres located at NRC Solomons in the city of Solomons, MD.



Boundaries are approximate and subject to change

**APPENDIX B**  
**REQUEST FOR QUALIFICATIONS N40080LO10338**  
**ENHANCED USE LEASE AT NRC SOLOMONS, MD**

**DESCRIPTION OF EUL SITE**

**Site 1**

Site 1 is located on the northern portion of NRC Solomons, measures approximately 61.14 acres and includes many developments, including bungalows, cottages, RV camp sites, recreational lodges, basketball courts, among other amenities. Site 1 is bound by Fox Avenue to the south, by Patuxent River to the west, and the installation boundaries to the east and north.

A good portion of the site is encumbered by the Chesapeake Bay Critical Area, which is defined as “all land within 1,000 feet of the mean high tide line of tidal water or tidal wetland.” All Maryland counties are required to enforce Critical Area regulations. The goal of the State of Maryland’s Critical Area Program is to mitigate the potential damaging impact of water pollution and loss of natural habitat on the Chesapeake Bay, while accommodating growth.

The Program establishes a threshold of 15% of land area for allowable development of impervious surfaces before mitigation is required. The threshold is 25% for grandfathered lots. Impervious surfaces are defined as surfaces that do not allow penetration of water and include buildings, concrete decks, walkways, pools, asphalt roads, driveways, and parking areas.



Photo of EUL Site 1  
Boundaries are approximate and subject to change  
**NRC Solomons Constraints Map**



**Site 2**

Approximately 93.82 acres located south of Site 1. Site 2 is bounded by Fox Avenue to the north, Avenue A to the south, Patuxent River to the west and installation boundaries to the east. Site 2 includes camp sites, duplex log cabins, recreational activities such as tennis courts, swimming pools, driving range, fitness center, among other amenities.

In addition to the Chesapeake Critical Area Line, the site is also encumbered by wetlands that may hinder development on the site.

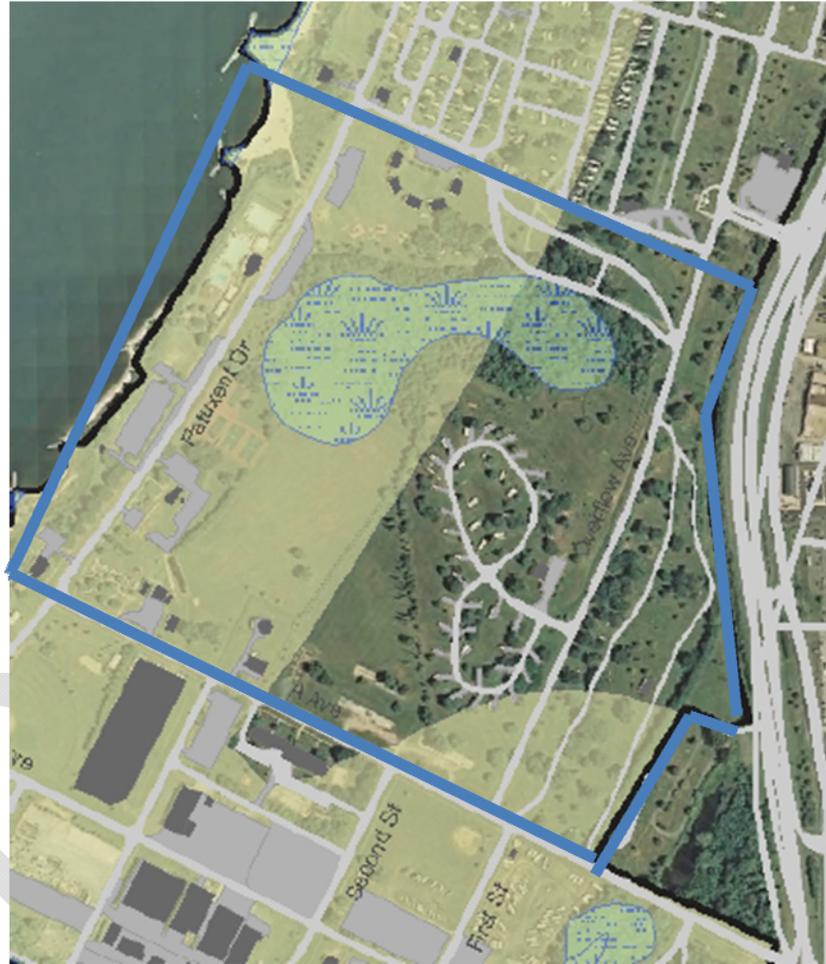


Photo of Site 2

Boundaries are approximate and subject to change

**NRC Solomons Constraints Map**

- |                              |                       |
|------------------------------|-----------------------|
| Wetlands                     | Roads                 |
| Chesapeake Bay Critical Area | Buildings             |
| Shellfish Habitat            | Parking               |
| Historic District            | Installation Boundary |

### Site 3

Approximately 83.12 acres located at the southern third of the installation. It is bounded in the west and south by Patuxent River, installation boundaries to the east, and Avenue A to the north. The south-central area consists of EUL Site 4. Site 3 includes a 124-slip marina, recreational vehicle storage, helicopter pad, recreation pavilions, among other amenities.

The entirety of this Site is covered by the Chesapeake Critical Area Line, and a portion immediately north of the marina is wetlands. No construction shall take place in an area around the Helipad and a height restriction applies according to the map below. Within the "height restriction" zone the allowable height varies as a function of the distance from the pad. These encumbrances may affect development in the Site.



Boundaries are approximate and subject to change

The peninsula immediately south of Site 3's westerly southern border is occupied by a housing site that is not available for an EUL.



Photo of Sites 3 and 4  
Boundaries are approximate and subject to change

**Site 4**

Approximately 25.82 acres. This site is known as the industrial site and includes industrial buildings that support maintenance activities that are essential to NAS Patuxent River's mission. It is bounded by EUL Site 3 to the east, north and west and by the Patuxent River to the south.

The Site is covered in its entirety by the Chesapeake Critical Area Line.

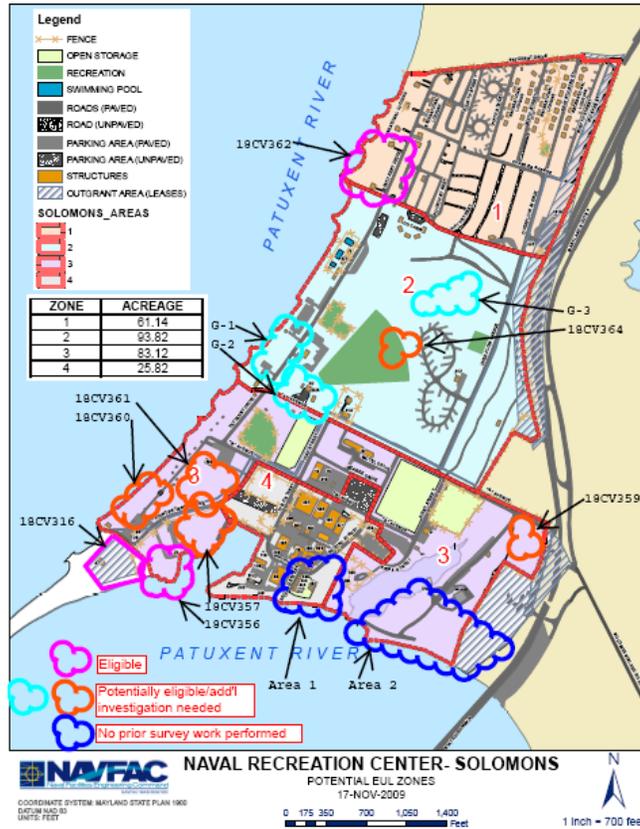


Photo of Sites 3 and 4  
Boundaries are approximate and subject to change

**NRC Solomons Constraints Map**

- |                              |                       |
|------------------------------|-----------------------|
| Wetlands                     | Roads                 |
| Chesapeake Bay Critical Area | Buildings             |
| Shellfish Habitat            | Parking               |
| Historic District            | Installation Boundary |

## Archaeological Sites



Boundaries are approximate and subject to change

Location Description	EUL Area	Approximate Area (acres)**	Archeology Survey Needed (minimum)
18CV316*	NA	NA	NA
18CV356	3	~0.65	Eligible; Phase III
18CV362	1	~1.40	Eligible; Phase III
18CV364	2	~0.40	Potentially Eligible; Phase II
18CV357	3/4	~1.00	Potentially Eligible; Phase II
18CV359	3	~0.30	Potentially Eligible; Phase II
18CV360	3	~0.30	Potentially Eligible; Phase II
18CV361	3	~0.70	Potentially Eligible; Phase II
G1	2	~0.60	Potentially Eligible; Phase II
G2	2	~0.60	Potentially Eligible; Phase II
G3	2	~0.80	Potentially Eligible; Phase II
Area 1	3/4	~2.80	Not Surveyed; Phase I
Area 2	3	~7.40	Not Surveyed; Phase I
<b>Total</b>		<b>~16.95</b>	

Notes:

\*- outside of EUL area limits

\*\* - Acreage is roughly estimated.



## Site 2

Site 2 primarily includes several recreational and camping facilities, including tennis courts, swimming and diving pools with bath house, driving range, putt-putt golf course, basketball courts, camp sites, fitness center, adventure zone, band stand pavilion, and gazebo. Also included are ten log cabins and one yurt. Other facilities include an administrative building, storage and parking, and sewage and water pumps. A detailed list of improvements is presented below:

FACILITY_NAME	AREA	AREA_UNIT MEASURE
41 CAMP SITES - AREA F	0.35	AC
ADMINISTRATIVE BLDG	2431	SF
ADVENTURE ZONE	3200	SF
BASKETBALL COURTS	1867	SY
BATH HOUSE	2228	SF
BICYCLE STORAGE SHED	392	SF
COMFORT STATION	1674	SF
COVERED PAVILLION	1200	SF
DRIVING RANGE	30000	SY
DUPLEX LOG CABIN 301/302	1536	SF
DUPLEX LOG CABIN 303/304	1536	SF
DUPLEX LOG CABIN 305/306	1536	SF
DUPLEX LOG CABIN 307/308	1536	SF
DUPLEX LOG CABIN 309/310	1536	SF
FENCE FOR 126		
FITNESS CENTER	1141	SF
GAZEBO	327	SF
GLENDA'S GRILLE/BAND STAND	150	SF
LIGHTHOUSE PARK/STORAGE	5185	SF
OUTDOOR DIVING POOL	1575	SF
OUTDOOR SWIMMING POOL	3378	
OUTDOOR WADING POOL	56	SY
PAVILLION	1200	SF
PAVILLION	1200	SF
POTABLE WATER STORAGE TANK		
PUTT PUTT GOLF COURSE	1040	SY
RECREATION CENTER	2031	SF
RECREATION PAVILLION	1200	SF
SEWAGE PUMP HOUSE	140	SF
SEWAGE PUMP STATION		
SHALLOW SWIMMING POOL	3378	
STORAGE SHACK	448	SF
SWIMMING AREA FENCE		SF
TENNIS COURTS	3200	SY
WATER PUMPING STATION	2046	SF
WELL FOR PUMPING STATION 41		
YURT	446	SF

**Site 3**

Site 3 includes additional lodging, camping and recreational facilities, including a motel, camp sites, fishing pier, 124-slip marina, ball field, and picnic/recreational areas. Other facilities include administrative shops and storage areas. A detailed list of improvements is presented below:

FACILITY_NAME	AREA	AREA_UNIT MEASURE
ABANDONED	67	SF
ABANDONED	67	SF
ADMIN/SHOPS	9738	SF
AMISH STORAGE SHED	144	SF
BALLFIELD	76000	SF
BOAT RAMP CHECK-IN BUILDING	32	SF
BOAT STORAGE	224138	
BOILER HOUSE	455	SF
COMFORT STATION	170	SF
COMFORT STATION/LAUNDRY	888	SF
COMMUNITY STORAGE	224	SF
FISHING PIER	2113	SY
HELICOPTER PAD	1900	SY
MARINA - 124 SLIPS BOAT RAMP		
MARINA FUEL TANK		
MARINA SHOP/ADMIN./STORE	2400	SF
MOTEL	21335	SF
MWR BOAT/CAR WASH	288	SF
OPEN STORAGE	3971	SY
PARKIN AREA FOR FISHING PIER	4122	SY
PAVILLION	2760	SF
PAVILLION	425	SF
PICNIC/REC AREA S OF 369		SF
PRIMITIVE CAMPSITES AREA E		SF
RECREATION PAVILLION	1200	SF
RECREATION PAVILLION	1200	SF
RECREATIONAL BOAT STOR LOT	2470	SF
RECREATIONAL VEH. STOR/FENCE	1488	
RECREATIONAL VEHICLE STORAGE		
STORAGE	980	SF
STORAGE	980	SF
STORAGE	980	SF
STORAGE BUILDING	980	SF

**Site 4**

Site 4 is known as the industrial site and includes industrial buildings that house various Navy tenants and support maintenance activities that are essential to NAS Patuxent River's mission. It is bounded by EUL Site 3 to the east, north and west and by the Patuxent River to the south. A detailed list of improvements is presented below:

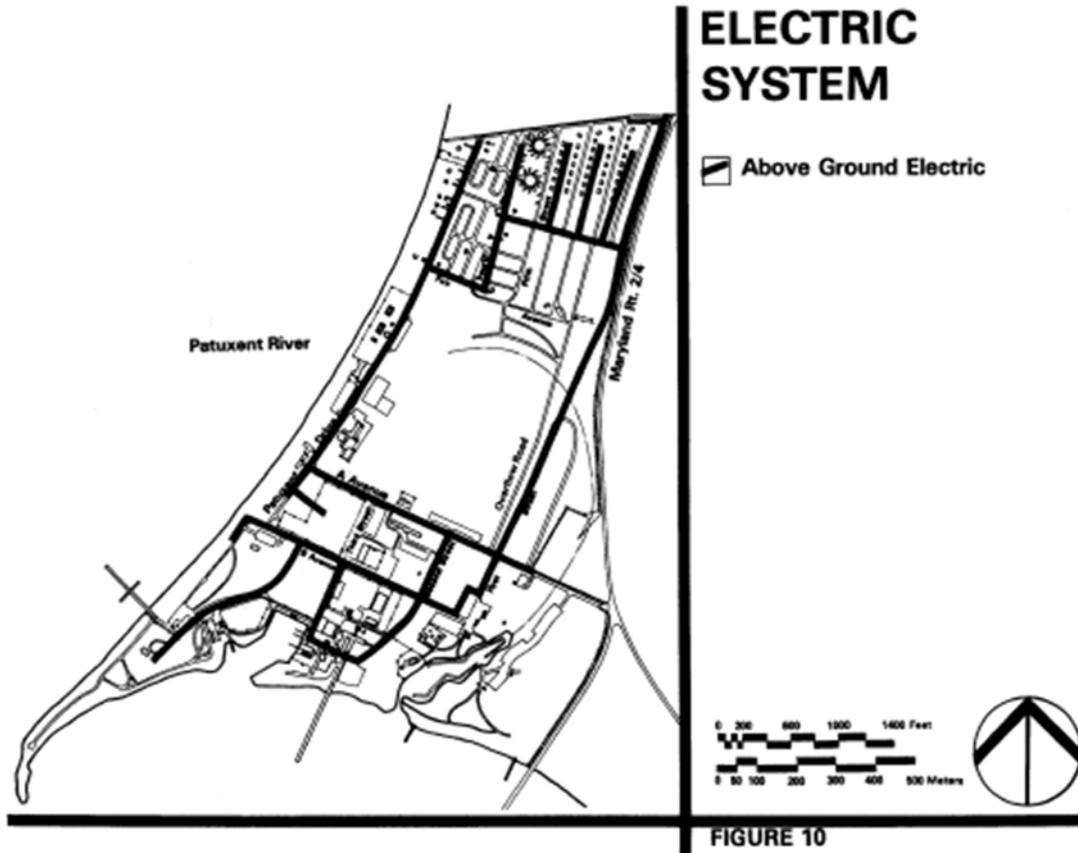
FACILITY_NAME	AREA	AREA_UNIT MEASURE
STORAGE	455	SF
AVIA SUP EQUIP SHOP-WELDING	960	SF
AVIA SUPP EQUIP SHOP/ENGINE	4929	SF
AVIATION SUPPORT EQUIP SHOP	20543	SF
BOAT BASIN BULKHEAD		
BOILER HOUSE AND FUEL TANK	216	SF
BOILER HOUSE AND FUEL TANK	80	SF
BOILER HOUSE AND FUEL TANK	80	SF
CARPENTER SHOP/STORAGE	767	SF
DYNAMOMETER & ENG TEST BLDG	2000	SF
ENVIROMENTAL STORAGE	1470	SF
FIRE PROTECT SYS VALVE HOUSE	40	SF
FLAGPOLE		
GENERAL STORAGE SHED	192	SF
GRND SUPP EQ OVERHAUL SHOP	5160	SF
GSE COVERED STORAGE PAVILLIO	30600	SF
HEATING FUEL OIL STORAGE	435	SF
NAAIRSEFAC STORAGE	1920	SF
NAVAIRSEFAC REWORK FACILITY	15300	SF
PAINT BOOTH	970	SF
PAINT BOOTH	970	SF
PIER	66	SY
PIER	65	SY
PIER	67	SY
REWORK SHOP	9600	SF
REWORK SHOP W/OFFICES	959	SF
REWORK SHOP W/OFFICES	955	SF
SAND BLASTING SHOP	970	SF
SAND BLASTING SHOP	2736	SF
SECURITY FENCE - INDUST AREA		
SECURITY FENCING		
SEWAGE LIFT STATION		
SUBSTATION /50KV		
SUPPORT STORAGE AND OFFICE	15106	SF
TARGET SHOP	14110	SF
TARGET STORAGE	495	SF
TARGET SUPPORT STORAGE	270	SF
WELD/FAB MACHINE SHOP	10920	SF

**APPENDIX D  
REQUEST FOR QUALIFICATIONS N40080LO10338  
ENHANCED USE LEASE AT NRC SOLOMONS, MD**

**UTILITIES DIAGRAM**

Below are diagrams illustrating utilities available at or near the EUL Site.

**Electric System**



**FIGURE 10**

Boundaries are approximate and subject to change

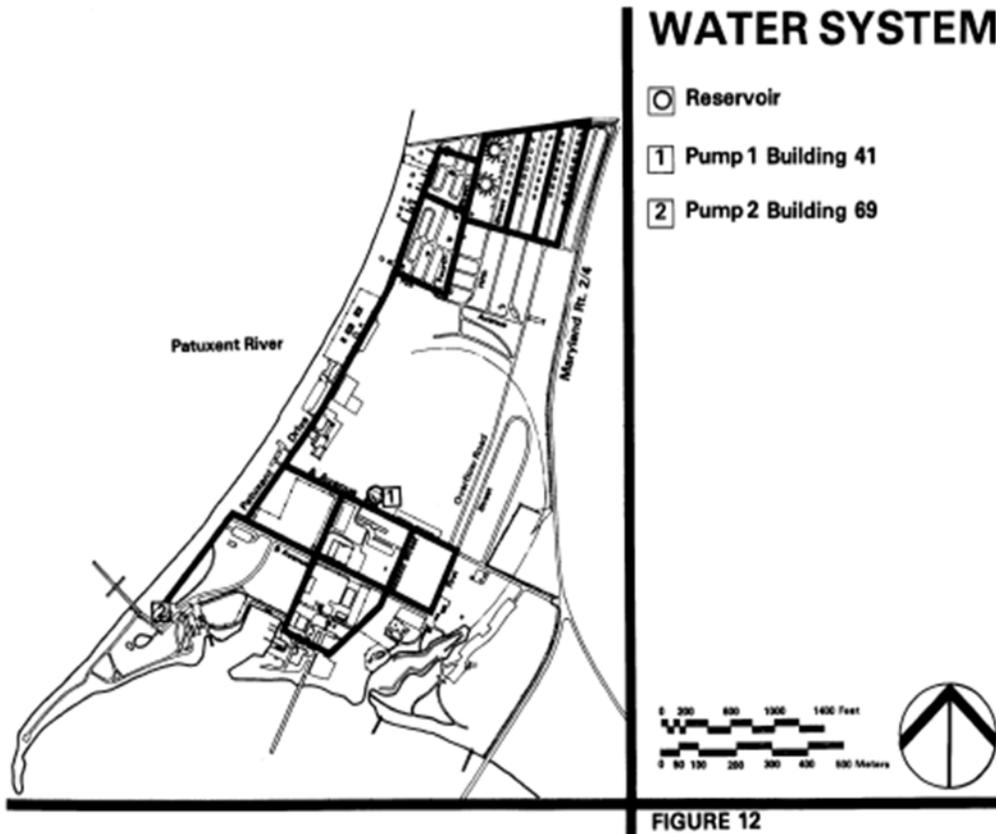
Location of Wastewater Pump Station



NRC Solomons Wastewater System

Boundaries are approximate and subject to change

Water System

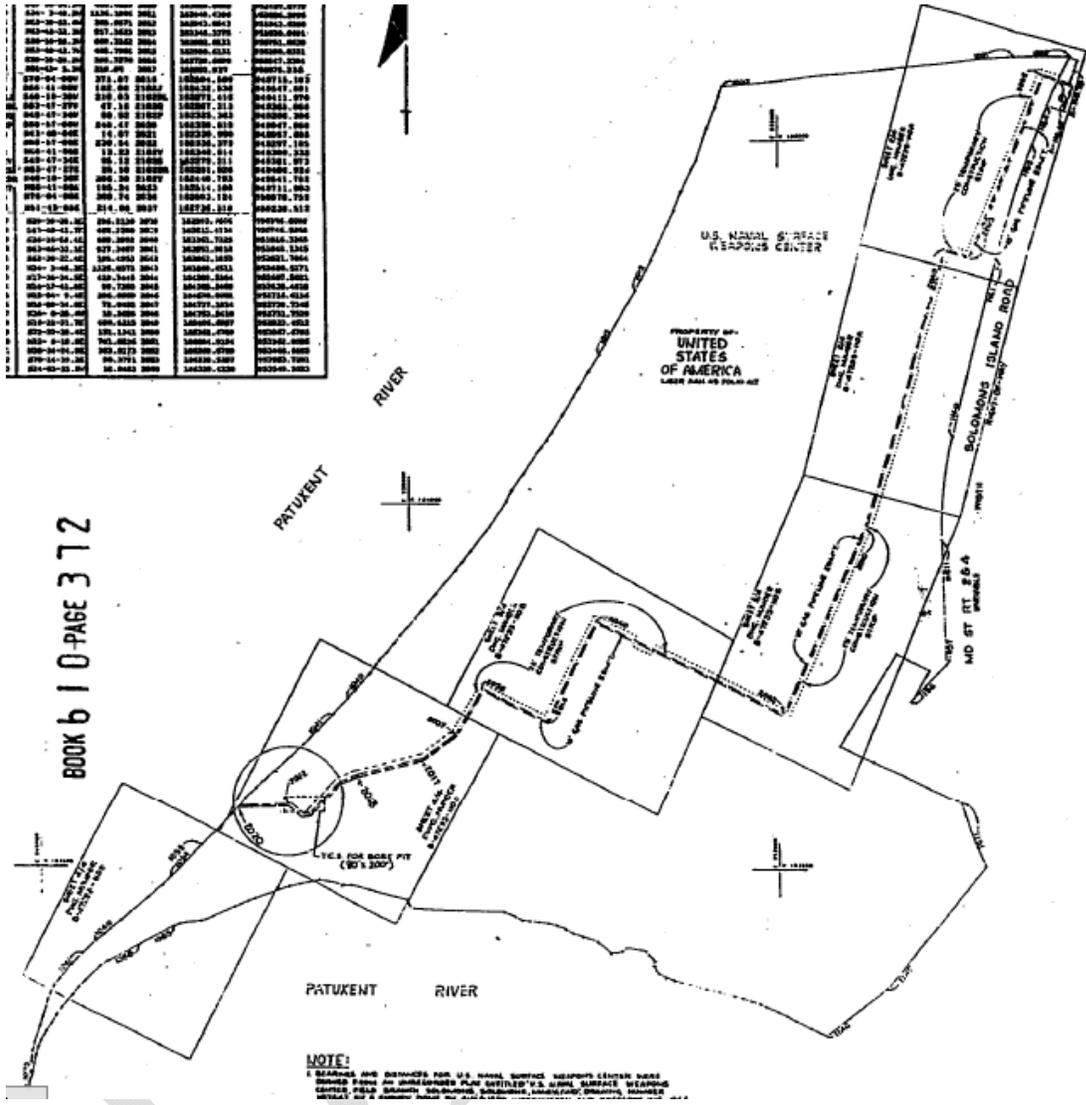


Boundaries are approximate and subject to change

DRAFT

# Gas System

141	142	143	144	145	146	147	148	149	150
151	152	153	154	155	156	157	158	159	160
161	162	163	164	165	166	167	168	169	170
171	172	173	174	175	176	177	178	179	180
181	182	183	184	185	186	187	188	189	190
191	192	193	194	195	196	197	198	199	200
201	202	203	204	205	206	207	208	209	210
211	212	213	214	215	216	217	218	219	220
221	222	223	224	225	226	227	228	229	230
231	232	233	234	235	236	237	238	239	240
241	242	243	244	245	246	247	248	249	250
251	252	253	254	255	256	257	258	259	260
261	262	263	264	265	266	267	268	269	270
271	272	273	274	275	276	277	278	279	280
281	282	283	284	285	286	287	288	289	290
291	292	293	294	295	296	297	298	299	300
301	302	303	304	305	306	307	308	309	310
311	312	313	314	315	316	317	318	319	320
321	322	323	324	325	326	327	328	329	330
331	332	333	334	335	336	337	338	339	340
341	342	343	344	345	346	347	348	349	350
351	352	353	354	355	356	357	358	359	360
361	362	363	364	365	366	367	368	369	370
371	372	373	374	375	376	377	378	379	380
381	382	383	384	385	386	387	388	389	390
391	392	393	394	395	396	397	398	399	400
401	402	403	404	405	406	407	408	409	410
411	412	413	414	415	416	417	418	419	420
421	422	423	424	425	426	427	428	429	430
431	432	433	434	435	436	437	438	439	440
441	442	443	444	445	446	447	448	449	450
451	452	453	454	455	456	457	458	459	460
461	462	463	464	465	466	467	468	469	470
471	472	473	474	475	476	477	478	479	480
481	482	483	484	485	486	487	488	489	490
491	492	493	494	495	496	497	498	499	500
501	502	503	504	505	506	507	508	509	510
511	512	513	514	515	516	517	518	519	520
521	522	523	524	525	526	527	528	529	530
531	532	533	534	535	536	537	538	539	540
541	542	543	544	545	546	547	548	549	550
551	552	553	554	555	556	557	558	559	560
561	562	563	564	565	566	567	568	569	570
571	572	573	574	575	576	577	578	579	580
581	582	583	584	585	586	587	588	589	590
591	592	593	594	595	596	597	598	599	600
601	602	603	604	605	606	607	608	609	610
611	612	613	614	615	616	617	618	619	620
621	622	623	624	625	626	627	628	629	630
631	632	633	634	635	636	637	638	639	640
641	642	643	644	645	646	647	648	649	650
651	652	653	654	655	656	657	658	659	660
661	662	663	664	665	666	667	668	669	670
671	672	673	674	675	676	677	678	679	680
681	682	683	684	685	686	687	688	689	690
691	692	693	694	695	696	697	698	699	700
701	702	703	704	705	706	707	708	709	710
711	712	713	714	715	716	717	718	719	720
721	722	723	724	725	726	727	728	729	730
731	732	733	734	735	736	737	738	739	740
741	742	743	744	745	746	747	748	749	750
751	752	753	754	755	756	757	758	759	760
761	762	763	764	765	766	767	768	769	770
771	772	773	774	775	776	777	778	779	780
781	782	783	784	785	786	787	788	789	790
791	792	793	794	795	796	797	798	799	800
801	802	803	804	805	806	807	808	809	810
811	812	813	814	815	816	817	818	819	820
821	822	823	824	825	826	827	828	829	830
831	832	833	834	835	836	837	838	839	840
841	842	843	844	845	846	847	848	849	850
851	852	853	854	855	856	857	858	859	860
861	862	863	864	865	866	867	868	869	870
871	872	873	874	875	876	877	878	879	880
881	882	883	884	885	886	887	888	889	890
891	892	893	894	895	896	897	898	899	900
901	902	903	904	905	906	907	908	909	910
911	912	913	914	915	916	917	918	919	920
921	922	923	924	925	926	927	928	929	930
931	932	933	934	935	936	937	938	939	940
941	942	943	944	945	946	947	948	949	950
951	952	953	954	955	956	957	958	959	960
961	962	963	964	965	966	967	968	969	970
971	972	973	974	975	976	977	978	979	980
981	982	983	984	985	986	987	988	989	990
991	992	993	994	995	996	997	998	999	1000



BOOK 610 PAGE 372

Boundaries are approximate and subject to change

**APPENDIX E  
REQUEST FOR QUALIFICATIONS N40080LO10338  
ENHANCED USE LEASE AT NRC SOLOMONS, MD**

**MWR RATES AT NRC SOLOMONS**

<p><b>Marina</b></p> <p>Dry Storage 345.00 per year</p> <p><b>Boat Slips</b></p> <p>20' 1,300. per year          30' 1,950. per year          35' 2,275. per year          45' 2,925 per year</p> <p><b>Transient Boat Slips ;</b>          1.25 per foot Daily          1.00 per foot weekly</p> <p><b>Boat Wash</b>            5.00 daily                                        35.00 Season</p> <p><b>Boat Ramp</b>            5.00 daily                                        35.00 Season</p>	 <p>Navy Recreation Center          P.O. Box 147          13855 Solomons Island S. Rd          Solomons, MD 20688</p>	 <p><b>Navy Recreation Center, Solomons</b></p> <p>P.O. Box 147,          13855 Solomons Island Rd S.          Solomons, MD 20688</p> <p>Phone: 410-286-7301/7302          Fax: 410-286-2293          Email: info.mwr-solomons.fcml@navy.mil          Web: www.cnrc.navy.mil/solomons</p> <p><b>NEW PRICES Effective 01 October 2009</b></p> <p><b>NEW PRICING BREAKDOWN</b></p>
<p align="center"></p> <p><b>Adventure Zone Birthday Parties</b></p> <p>Package 1 90.          Package 2 125.          Package 3 40.</p> <p><b>Inflatable Rentals</b></p> <p>Small Castle 150.          Large Castle 200.          Slide 200.          Baseball Pitch 150.          Patriotic Blower 50.</p> <p><b>Bonfires</b></p> <p>With Team members 90.          With out team members 60.</p> <p><b>Bikes</b></p> <p>Hourly 7.          Daily 30.          Tandem Hourly 11.50          Tandem Daily 35.          Helmets 2.50</p>		

OFF SEASON RATES				IN SEASON RATES				IN SEASON RATES			
<b>Waterfront Cottages-Daily Rates</b>				<b>Waterfront Cottages-Daily Rates</b>				<b>Camping</b>			
#bdrms	Act/Res	Ret	DoD	#bdrms	Act/Res	Ret	DoD	Daily	Weekly	Monthly	
2	95	105	115	2	115	125	135	Complete hookup	40	210	558
4	115	125	135	4	155	165	175	Electric & Water	35	168	496
5	125	135	145	5	175	185	195	Primitive-Family	21	84	278
<b>Waterfront Cottages-weekly rates</b>				<b>Waterfront Cottages-weekly rates</b>				<b>OFF SEASON RATES</b>			
2	85	95	105	2	105	115	125	<b>Camping</b>			
4	105	115	125	4	145	155	160	Daily	Weekly	Monthly	
5	115	125	135	5	165	175	185	Complete hookup	26	168	465
<b>Contemporary Cottages-Daily rates</b>				<b>Contemporary Cottages-Daily rates</b>				<b>OFF SEASON RATES</b>			
#bdrms	Act/Res	Ret	DoD	#bdrms	Act/Res	Ret	DoD	<b>Camping</b>			
2	90	100	110	2	110	120	130	Daily	Weekly	Monthly	
3	100	110	120	3	130	140	150	Complete hookup	22	126	403
4	110	120	130	4	150	160	170	Electric & Water	8	49	124
5	120	130	140	5	170	180	190	Primitive-Family	40	N/A	N/A
<b>Contemporary Cottages-weekly rates</b>				<b>Contemporary Cottages-weekly rates</b>				<b>OFF SEASON RATES</b>			
2	80	90	100	2	100	110	120	<b>Camping</b>			
3	90	100	110	3	120	130	140	Daily	Weekly	Monthly	
4	100	110	120	4	140	150	160	Complete hookup	17	N/A	N/A
5	110	120	130	5	160	170	180	Electric & Water	35	196	682
<b>Apartments &amp; Bungalows-Daily rate</b>				<b>Apartments &amp; Bungalows-Daily rate</b>				<b>Recreation Facilities</b>			
#bdrms	Act/Res	Ret	DoD	#bdrms	Act/Res	Ret	DoD	<b>Facility</b>			
1	65	70	75	1	75	80	85	Mon-Thur	Fri-Sun	& Ho1	
2	75	80	85	2	95	100	105	Large Pavilion	255	280	
3	85	90	95	3	115	120	125	Medium Pavilion	165	175	
4	95	100	105	4	135	140	145	Small Pavilion	105	120	
<b>Apartments &amp; Bungalows-weekly rate</b>				<b>Apartments &amp; Bungalows-weekly rate</b>				<b>Gazebo</b>			
1	60	65	70	1	70	75	80	45	55		
2	70	75	80	2	90	95	100	Club 9 In Season	195	220	
3	80	85	90	3	110	115	120	off Season	125	155	
4	90	95	100	4	130	135	140	<b>Storage</b>			
<b>Log Cabins &amp; Cozy Cabins-Daily rate</b>				<b>Log Cabins &amp; Cozy Cabins-Daily rate</b>				<b>On site storage</b>			
#bdrms	Act/Res	Ret	DoD	#bdrms	Act/Res	Ret	DoD	01 Nov to 31 Mar			
Single	75	85	95	Single	105	115	125	Secured Storage			
Full	130	140	150	Full	190	200	210	01 Nov to 31 Oct			
<b>Log Cabins &amp; Cozy Cabins-weekly rate</b>				<b>Log Cabins &amp; Cozy Cabins-weekly rate</b>				<b>Un-Secured Storage</b>			
Single	70	80	90	Single	100	110	120	01 Apr to 31 Mar			
Full	125	135	145	Full	185	195	205				

DRAFT

**APPENDIX F  
REQUEST FOR QUALIFICATIONS N40080LO10338  
ENHANCED USE LEASE AT NRC SOLOMONS, MD**

**RIGHT OF FIRST REFUSAL OF EMPLOYMENT**

The following is a list of positions that shall be entitled to a Right of First Refusal of Employment. Said list is preliminary and subject to change at the Navy's sole and absolute discretion:

<b>Title</b>	<b>Number of Positions</b>
Housing Manager	1 position
Assistant Housing Manager	1 position
Lead Accommodations Host	2 positions
Lodging Host	4 positions
Desk Clerk	6 positions
Custodial Worker Supervisor	1 position
Custodial Worker Lead	2 position
Custodial Worker Housekeeping	6 positions
Supervisor Recreation Specialist	1 position
Recreation Assistant (Outdoor)	1 position
Marina Manager	1 position
Quality Assurance Manager	1 position
Supply Clerk	1 position
Secretary	1 position
Maintenance Supervisor	1 position
Maintenance Helper	2 positions
Maintenance Worker	2 positions
Laborer	1 position
Painter	1 position
Carpenter	2 positions
Site Manager	1 position

The job description of each job title may be found at Navy's EUL website.

**APPENDIX G**  
**REQUEST FOR QUALIFICATIONS N40080LO10338**  
**ENHANCED USE LEASE AT NRC SOLOMONS, MD**

**RELOCATION REQUIREMENTS**

Tenant activities currently located in Site 4 will need to be relocated to suitable facilities if their existing facilities are re-developed as part of the Offeror's Development Plan. Additional relocation requirements for Fleet Readiness Center (FRC) will be released with the Final Request for Qualifications.

**Atlantic Targets Marine Operation (ATMO)**

Building 6086

Building 6086 is an approximately 18,000 square foot facility currently utilized as a target development/fabrication facility by Atlantic Targets Marine Operation (ATMO) personnel. Additionally, office space houses administrative and supervisory personnel as well as the Target Engineering Support Branch personnel/functions. The facility consists of a full carpenter shop, 2 large vacuum forming machines, a welding shop, and space for auxiliary equipment used to construct various military targets and plastic components. The Building 6086 facility has large overhead storage space used to storage target molds and materials. A certified overhead crane is present and instrumental to daily operations, as well as a 200 sq ft paint booth. The office space is estimated at 3000 sq ft.

A prospective Offeror interested in Building 86 must propose as part of its Development Plan a plan for relocation of the impacted facilities at Building 6086 to an acceptable location within the Solomons Recreation Center or preferably a location in close proximity to the ATMO facility located at Building 2657 NAS Patuxent River. The lessee of Building 6086 will be responsible, at its cost, for meeting the relocation requirements set forth in this Appendix.

Buildings 6086A, 6026, 6132, 6130, 6249, 6454

Buildings 6086A, 6026, 6132, 6130, 6249, and 6454 are currently utilized by ATMO for storage of target molds, material, supplies, and completed projects that are awaiting shipment. Buildings 6086A and 6454 are climate controlled because the target mold inventory must be kept in a low moisture environment to preclude degradation. In addition to these buildings 10 - 8' x 20' connex containers are used for target mold and material storage. There is an approximately 3000 square feet of climate controlled storage, and approximately 1800 square feet of non-climate controlled storage maintained in the above listed buildings. (This does not include the connex container space.)

A prospective offeror interested in the area that contains Buildings 6086A, 6026, 6132, 6130, 6249, and 6454 must propose as part of its Development Plan a plan for relocation of the impacted facilities to an acceptable location (in close proximity to the relocated Bldg 6086) within the Solomons Recreation Center or preferably a location in close

proximity to the ATMO facility located at Building 2657 NAS Patuxent River. The lessee of Building 6086 will be responsible, at its cost, for meeting the relocation requirements set forth in this Appendix.

### **Building 86 Main Bay Interior**



DRAFT



**Building 6086 Exterior**



**Building 6086A**



**Building 6130**



**Building 6132**



**Building 6249**



**Building 6026**



**Building 6454**



**APPENDIX H  
REQUEST FOR QUALIFICATIONS N40080LO10338  
ENHANCED USE LEASE AT NRC SOLOMONS, MD**

**ENVIRONMENTAL CONDITION OF PROPERTY (“ECP”) REPORT**

The ECP Report will be made available to prospective Offerors on the Navy’s EUL website with the release of the Final Request for Qualifications.

DRAFT

**APPENDIX I**  
**REQUEST FOR QUALIFICATIONS N40080LO10338**  
**ENHANCED USE LEASE AT NRC SOLOMONS, MD**

**PROHIBITED USES AND ACTIVITIES**

The following uses for the EUL site are prohibited:

- a. Casinos or any other type of establishment which facilitates gambling.
- b. Facilities, operations, or uses generating large quantities of waste material, or where significant concern exists about the presence and/or use of hazardous materials and/or petroleum products that would, as deemed by the Navy, adversely affect the NRC Solomons mission or adversely impact the Navy's relationship with its neighboring communities. Includes any heavy industrial use, such as a petroleum refinery and/or storage facility, a Liquefied Natural Gas ("LNG") or Liquefied Propane Gas ("LPG") facility, electrical generation plant, or other heavy industrial use.
- c. Open Storage without appropriate screening.
- d. Abandoned property of any kind.
- e. Use of explosives, including fireworks, without permission from the Navy.
- f. Alterations or revisions to developer's facilities without permission from the Navy.
- g. Electromagnetic and radio frequency emissions that may interfere with aircraft, aircraft communications systems, or aircraft navigational equipment.
- h. The release into the air of any substance that would impair the visibility or otherwise interfere with the operations of aircraft, such as, but not limited to, steam, dust and smoke.
- i. Emissions, either direct or indirect (reflective), which might interfere with pilot vision.
- j. Any use of the land which would unnecessarily attract birds or waterfowl, such as, but not limited to, operation of sanitary landfills, water impoundment areas, maintenance of feeding stations or the growing of certain types of vegetation or activities attractive to flocks of birds or waterfowl.
- k. Large grocery stores.
- l. Bulk alcohol sales.

- m. Any buildings or structures at NRC Solomons shall be no taller than One Hundred Fifty (150) feet in height and additional restrictions apply around the helicopter pad in Site 3. There is a “no build” zone immediately surrounding the pad and then a “height restriction” zone around it. See map below. Allowable height varies as a function of the distance from the pad within the height restricted zone. In addition to the Navy’s height restriction, the Developer may be required to adhere to height and other limitations imposed by Calvert County for Solomons Town Center.

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

DRAFT

**APPENDIX J**  
**REQUEST FOR QUALIFICATIONS N40080LO10338**  
**ENHANCED USE LEASE AT NRC SOLOMONS, MD**

**IN-KIND CONSIDERATION**

In addition to a cash payment to Navy MWR to compensate for any estimated loss to the MWR Fund, the Navy is seeking in-kind consideration. The total amount of cash and in-kind consideration will be 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. Facilities maintenance services at NRC Solomons or other installations under the control of NAS Patuxent River.
2. Construction of a new Child Development Center, parking lots, sidewalks, landscaping, or new athletic facilities at NAS Patuxent River or other installations under the control of NAS Patuxent River.
3. Replace windows or roofs in buildings at NAS Patuxent River or other installations under the control of NAS Patuxent River.
4. Provide services for the Navy as follows: Preventive Maintenance Inspection (“PMI”) and repair of all HVAC equipment, air compressors, emergency generators, material handling equipment (e.g. forklifts), uninterruptible power sources (“UPS”), electrical power transmission and distribution systems, lightning arrestors and grounding devices, fire protection systems, fire extinguishers, elevators, electrical generators and welders, government vehicles, unfired pressure vessels, oil water separators, force protection equipment (e.g. gates, barricades, security monitoring and reporting equipment), compressed air systems, Energy Management Systems, overhead and sliding doors and backflow prevention devices. In addition, other periodic services such as building relamping, performance of scheduled power outages and restoration of electrical power after scheduled and unscheduled electrical outages, refuse collection and recycling, janitorial service, field pest management, termite inspections and control, sanitation, grass cutting / snow removal, plant / shrub / tree trimming, locksmithing, spill prevention, control and countermeasures, hazardous waste management, biological, oil and hazardous substance spill response services / equipment / supplies, asbestos/ lead/ PCB/ ODS/ Universal and solid waste program management, environmental sampling, testing and laboratory analytical services.

**APPENDIX K  
REQUEST FOR QUALIFICATIONS N40080LO10338  
ENHANCED USE LEASE AT NRC SOLOMONS, MD**

**INSURANCE REQUIREMENTS**

- 1.1.** The Lessee(s) 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 the Lease(s) shall be in effect, the Lessee(s), 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(s), 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(s) as permitted under the provisions of this Lease(s)).
    - 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(s) under this Lease(s), and shall afford immediate protection at the time of the Term Beginning Date, and at all times during the term of this Lease(s), 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(s) shall be in effect, the Lessee(s) 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(s);

**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(s)), 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(s) and any contractor of the Lessee(s).

**1.4.** All policies of insurance that this Lease(s) requires the Lessee(s) 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(s) be entitled to assign to any third party rights of action that the Lessee(s) 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(s) understands and agrees that cancellation of any insurance coverage required to be carried and maintained by the Lessee(s) or contractor(s) under this Insurance clause will constitute a failure to comply with the terms of the Lease(s), and the Government shall have the right to terminate the Lease upon receipt of any cancellation notice, but only if the Lessee(s) fails to cure the noncompliance to the extent allowed under this Lease(s).

- 1.5. The Lessee(s) shall deliver, or cause to be delivered, upon execution of this Lease(s) 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(s).

**APPENDIX L  
REQUEST FOR QUALIFICATIONS N40080LO10338  
ENHANCED USE LEASE AT NRC SOLOMONS, 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 Navy Recreation Center Solomons 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 N40080LO10338  
ENHANCED USE LEASE AT NRC SOLOMONS, 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. All sections must be clearly marked and Sections VIII (Achievement of Navy Goals, Objectives and Concepts), and IX (Ability to Manage Community Relations) must be able to be removed from the proposal without affecting the readability of the other sections. 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	Development Plan	One original, 10 copies and one electronic copy <sup>2</sup>	10 pages
V	Marketing Plan	One original, 10 copies and one electronic copy <sup>2</sup>	5 pages
VI	Maintenance/Management Capacity	One original, 10 copies and one electronic copy <sup>2</sup>	5 pages
VII	Capability/Qualifications to Develop Business and Leasing Plan	One original, 10 copies and one electronic copy <sup>2</sup>	5 pages
VIII	Achievement of Navy Goals, Objectives and Concepts.	One original, 10 copies and one electronic copy <sup>2</sup>	5 pages
IX	Ability to Manage Community Relations.	One original, 10 copies and one electronic copy <sup>2</sup>	5 pages
	<b>TOTAL</b>		<b>60 pages</b>

<p><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>All sections of the proposal should be submitted on the same disk/CD ROM.</li> <li>All sections of the Proposal will be provided in a ten (10) font size or greater.</li> </ol>
---

**PROPRIETARY INFORMATION:** The Offeror shall mark all information that is proprietary and not releasable to the public, or the Calvert County official observer, 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, and current address.

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

**Relevant Project Experience:** Offerors shall provide the following information on projects which the Offeror (or a team member) acted as the prime developer. Identified projects must demonstrate an ability to perform a project of comparable scope, 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 for client or other stakeholder for each project (This individual must be familiar with the project and the role 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 NRC Solomons EUL 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: 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, and a clear understanding of development risks and a plan for mitigating those risks.

**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, including any sites or facilities to be relocated, or to remain under the control of Navy MWR, priority access for Current MWR Visitors, impact on traffic, utilities requirement and how it will be met, compliance with applicable State and local regulatory requirements, 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.

**Risk Mitigation Plan:**

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

Levels of Risk Associated With Likelihood of Occurrence

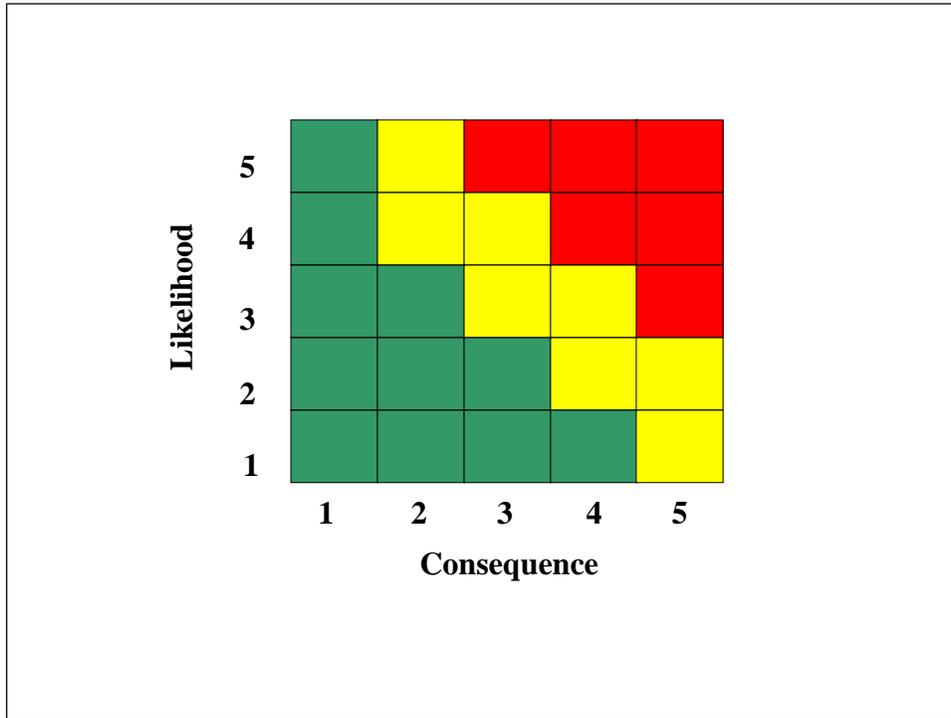
Level of Risk	Likelihood of Occurrence
1	Not Likely (~10% probability)
2	Low Likelihood (~30% probability)
3	Likely(~50% probability)
4	Highly Likely (~70% probability)
5	Near Certainty (~90% probability)

Levels of Risk Associated With Consequence of Occurrence

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

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

## Risk Matrix



**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 that are consistent with Navy goals and objectives; (2) that the Offeror has a feasible plan to identify potential operators for the Premises and; (3) that the Offeror has a feasible marketing plan to potential users from the general public. 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 Current MWR Visitors will have priority access at comparable rates and terms. The Offeror will provide a detailed narrative describing how the Offeror will market the Premises and a summary of the experience of the Offeror's team in marketing property for third-party use, and how this marketing effort will interact with use by Current MWR visitors. 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 and operation of the project, including how the Offeror will employ affected NRC Solomons employees, 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, including existing MWR personnel.
- 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, and to use existing MWR personnel who are in good standing on a long-term basis.
- 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's goals and requirements, (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, including Navy MWR, 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 “N” 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.

DRAFT

**APPENDIX N**  
**REQUEST FOR QUALIFICATIONS N40080LO10338**  
**ENHANCED USE LEASE AT NRC SOLOMONS, 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 Facility 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 52.203-14, Code of Ethics (DEC 2007)

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

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

DRAFT

**APPENDIX O  
REQUEST FOR QUALIFICATIONS N40080LO10338  
ENHANCED USE LEASE AT NRC SOLOMONS, 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