

Draft Document

**DRAFT REQUEST FOR QUALIFICATIONS  
No. N40085-13-RP-00013**

**PORTSMOUTH NAVAL SHIPYARD  
KITTEERY, MAINE**

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**U.S. DEPARTMENT OF THE NAVY  
Naval Facilities Engineering Command, Mid-Atlantic  
Norfolk, VA 23511-3095**

Draft Document

**28 FEBRUARY 2014**

**OPPORTUNITY TO LEASE  
BUILDING 93 AND 11.61 ACRES OF LAND  
PORTSMOUTH NAVAL SHIPYARD  
KITTERY, ME**

**Draft Request For Qualifications No. N40085-13-RP-00013**

**Issued By  
Naval Facilities Engineering Command, Mid-Atlantic  
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**DRAFT REQUEST FOR QUALIFICATIONS NO. N40085-13-RP-00013  
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>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>SPECIAL CONDITIONS AND LIMITATIONS</b>
<b>SECTION 8.0</b>	<b>POINT OF CONTACT</b>

**APPENDICES**

<b>A.</b>	<b>PROPERTY AND VICINITY MAPS OF 11.61 ACRES</b>
<b>B.</b>	<b>LEGAL DESCRIPTION OF THE PREMISES</b>
<b>C.</b>	<b>DESCRIPTION OF PRINCIPAL IMPROVEMENTS</b>
<b>D.</b>	<b>UTILITIES DIAGRAM</b>
<b>E.</b>	<b>ENVIRONMENTAL CONDITION OF PROPERTY CHECKLIST</b>
<b>F.</b>	<b>INFORMATION TO BE SUBMITTED BY OFFERORS</b>
<b>G.</b>	<b>PROHIBITED USES AND USE RESTRICTIONS</b>
<b>H.</b>	<b>INSURANCE REQUIREMENTS</b>
<b>I.</b>	<b>CONFLICT OF INTEREST CERTIFICATION</b>
<b>J.</b>	<b>FAR PROVISIONS AND MANADATORY CLAUSES INCORPORATED BY REFERENCE</b>
<b>K.</b>	<b>OFFEROR'S COVER PAGE</b>

**DRAFT REQUEST FOR QUALIFICATIONS N40085-13-RP-00013  
OPPORTUNITY TO LEASE AT PORTSMOUTH NAVAL SHIPYARD, KITTERY, MAINE**

**SECTION 1.0 – EXECUTIVE SUMMARY**

**1.1 AUTHORITY**

The Department of the Navy (hereinafter referred to as the “Navy”) is making available for lease non-excess real property at the Portsmouth Naval Shipyard, Kittery, Maine, under the authority of Title 10, United States Code, Section 2667 (10 U.S.C. § 2667). This authority allows for military departments to outlease land and/or facilities to a private or a public entity on a long-term basis where a cash and/or in-kind consideration is received for use of the leased property.

**1.2 PORTSMOUTH NAVAL SHIPYARD, KITTERY, MAINE**

The Portsmouth Naval Shipyard (hereinafter referred to as the “Shipyard”) is a United States Naval facility located in Kittery on the southern boundary of Maine. The Shipyard is situated opposite Portsmouth, New Hampshire, on a cluster of conjoined islands called Seavey’s Island in the Piscataqua River. The Shipyard’s primary function is to repair and modernize Navy submarines. The Shipyard is under the administrative jurisdiction of Commander Navy Region Mid-Atlantic.

**1.3 PROPERTY AVAILABLE**

**1.3.1 SITE/LOCATION:** The property proposed for outleasing includes Building 93, an approximate 265,000 sf facility previously used as a U.S. Naval Prison, and 11.61 acres of related land (hereinafter collectively called the “Premises”). The Premises are located at the Portsmouth Naval Shipyard in Kittery, Maine, approximately one mile east of downtown Portsmouth, New Hampshire and 50 miles north of Boston. See Section 2.4 of this RFQ for detailed Development Considerations.

**1.3.2 CURRENT USE:** Portions of the first floor of the Southwest Extension of Building 93 are currently used for storage of old office equipment. The remainder of the building is currently vacant.

**1.3.3 VISION:** The vision of this opportunity is for the Premises to be leased for a financially viable use that is compatible with the Shipyard requirements described throughout this RFQ. Appropriate and inappropriate development of the Premises is discussed in Section 3.3 of this RFQ. Under all circumstances, development/use of the Premises must be fully compatible with the requirements described in this RFQ.

## 1.4 BUSINESS OPPORTUNITY

The Navy seeks to competitively select a developer to lease the Premises. The developer selected by the Navy will develop, operate and maintain a facility compatible with Shipyard operations within the Premises for the term of the lease and will provide in-kind consideration or cash to the Navy not less than the fair market value of the developer's leasehold interest in the leased Premises. To these ends, a proposed project must be compatible with the Shipyard's mission and with the Navy's project objectives and requirements for the Premises.

The developer shall be fully responsible for the entire Premises, including, but not limited to, ensuring the structural stability of Building 93 in its entirety, the removal, disposal and remediation of all hazardous materials present in and/or on the Premises, and all requirements set forth in this RFQ. Proposals for the leasing of only a portion of Building 93 will be considered non-responsive and will not be considered; provided, however, that proposals entailing the developer leasing the Premises in its entirety with the phased redevelopment of the Premises may be considered if determined by the Navy to conform with its objectives, to be compliant with all requirements set forth in this RFQ, and to be in the Navy's best interest.

## 1.5 PROJECT SUMMARY

**1.5.1 PROJECT GOAL:** The Navy is seeking a private or public sector developer and operator (hereinafter called the "Lessee" or "Selected Offeror") for the development, operation, maintenance and management of the Premises in exchange for cash and/or in-kind consideration at not less than the fair market value of the Lessee's leasehold interest in the Premises.

**1.5.2 PROJECT CONCEPT:** The Premises will be leased to the Selected Offeror for a term in line with the proposed development, but in no event 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 Premises conditioned upon the Lessee's satisfactory performance during the initial lease term. Ownership of the Premises shall remain with the Navy for the duration of the lease term.

The facilities to be developed may be provided directly by the Selected Offeror or through a third-party under a sublease or concession arrangement that has been reviewed and approved in advance by the Navy. Subletting of the Premises, or any portion thereof, by the Lessee is expressly prohibited without the Navy's prior written consent. Such consent will entail the Navy's review and written approval of the proposed sublease and related instruments.

The experience, past performance, and financial capability of an anticipated sub-lessee, and the guarantees offered by the Selected Offeror regarding the sub-lessee's performance, are some of the factors the Navy shall consider in determining its consent, or non-consent, to a sublet of all or portions of the Premises to a third-party.

The Navy is not obligated to approve a proposed subletting and may impose such terms and conditions on the Lessee and its proposed sub-lessee as the Navy may, at its sole discretion, determine necessary to protect the Government's interests.

**1.5.3 PROJECT OBJECTIVES AND REQUIREMENTS:** The following project objectives and requirements have been set:

Objectives:

- Entering into a long-term business relationship with a responsible party who will provide good stewardship over the Premises;
- Maximizing value to the Navy in the form of cash rental, in-kind services, and/or cost avoidance;
- Enhancing the quality of life for Navy and other military personnel, Active-Duty and Retired Service Members, Veterans, and/or their respective families;
- Ensuring compatibility of the Premises with the requirements of the Portsmouth Naval Shipyard described throughout this RFQ;
- Integrating improvements to the Premises into the existing setting in an appropriate manner;
- Maintaining positive relations with the communities surrounding the Shipyard;
- Successfully integrating development activities with cultural resources and environmental policy management requirements compatible with the mission of the Shipyard; and
- Employing the best commercial practices to the benefit of both the Navy and the Selected Offeror.

Requirements:

- As required, subject to compatibility with Shipyard requirements, collaborating with the Town of Kittery to affect any service upgrades needed to support activities at the property (such as utilities or road improvements);
- Conducting renovation efforts in compliance with the Secretary of the Interior's Standards for Rehabilitation for Historic Preservation;
- Successfully removing any hazardous materials ("Hazmat") from the Premises, including but not limited to any necessary asbestos abatement and lead paint mitigation;
- Complying with all applicable National Environmental Policy Act ("NEPA") requirements;
- Complying with all applicable Federal, State of Maine, and environmental laws and regulations; and
- Complying with all other requirements of the Portsmouth Naval Shipyard described throughout this RFQ.

**1.5.4 BUSINESS AND LEASING PLAN:** The Selected Offeror will provide a Business and Leasing Plan (hereinafter called the "Business Plan") detailing the development scope for constructing, financing, and managing the Premises. The Selected

Offeror's Business Plan shall propose the specific length of the term of the Lease, the consideration to be provided to the Navy, and will include sections on adherence to applicable Navy Safety, Security, and Environmental Protection guidelines, compliance with Federal Historic Preservation standards, compliance with Hazardous Materials Abatement, Removal and Disposal standards, and (if applicable) the Offeror's Subletting Plan for the Premises. Upon completion of the Business Plan and final approval by the Navy, which will be made by the Navy at its sole discretion, a Lease instrument conforming to all applicable Navy and Federal statutes, regulations and policies will be executed by the Navy and the Selected Offeror to implement the Business Plan.

The Business Plan shall also establish provisions for management of operations on the property, including property management, facilities maintenance, capital repair and replacement, environmental management, cultural resource management, community relations, and any commercial activities. The Business Plan shall describe the approach to day-to-day operations and long-term stewardship of the property, and shall demonstrate the means for ensuring compliance with all applicable laws, regulations, codes, standards, and criteria.

**1.5.5 NAVY PARTICIPATION:** The Navy will participate in the project in the following ways:

- The Navy has made the Premises available for lease for the development of a viable use that is compatible with the operations of the Portsmouth Naval Shipyard.
- The Selected Offeror and the Navy will cooperatively create a final Business Plan which defines the detailed schedule for use of this facility, defines the projected development schedule contained in the selected offer, and identifies areas of mutual interest.
- The Navy will work with the Selected Offeror to establish Access, Safety, Security, Hazmat Removal, Disposal and Remediation, and Environmental Protection Plans.
- The Navy will work with the Selected Offeror to review, finalize and submit a consultation package for the State Historic Preservation Officer (SHPO)
- Subject to compatibility with Shipyard requirements described in this RFQ, the Navy will work with the Selected Offeror to ensure that access to and from the Premises is provided in a manner and degree necessary to allow for the financial viability of the proposed development.
- The Navy will exercise general oversight of the Selected Offeror's performance of the Offeror's responsibility to ensure that community outreach and involvement are an integral part of the development process.
- The Navy will exercise general oversight of the Selected Offeror's performance of the Offeror's responsibility to ensure that the Premises are developed in a manner that is sensitive to the environmental, cultural, and natural conditions that make this site a unique and valuable asset to the Portsmouth Naval Shipyard and the surrounding community.

- The Navy will receive a cash and/or in-kind consideration from the Selected Offeror equal to no less than fair market value of the Offeror's leasehold interest in the Premises.
- The Navy will not consider a "leaseback" of the Premises.
- The Navy will control access to the Premises in accordance with DoD Directive Type Memorandum (DTM) 09-12, "Interim Policy Guidance for DoD Physical Access Control", and such other rules and regulations as may be prescribed by the Shipyard.

## 1.6 SELECTION STRATEGY

**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.

In Phase I Offerors shall be required to submit written technical proposals reflecting their 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 its sole discretion, the Navy may decide to establish a competitive range of Offerors. In such case, Offerors in the competitive range may be required to present their proposals orally to a Navy evaluation team.

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.

## **SECTION 2.0 - EXISTING CONDITIONS**

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

### **2.1 LAND**

Appendices “A”, “B”, “C” and “D” more particularly describe the Premises. The Premises comprise approximately 11.61 acres located within the southern end of the Shipyard. Prior to executing the outlease, the Selected Offeror will be required to submit for Navy review and approval a legal description and current property survey, prepared by a registered land surveyor, of the Premises. The approved legal description and land survey shall become parts of the Lease.

### **2.2 PRINCIPAL IMPROVEMENTS**

The Premises include Building 93, the former Portsmouth Naval Prison, containing approximately 265,000 square feet of space. Information regarding Building 93 is available for Offerors at the Project Website: (to be inserted when final RFQ is released) with the exception of a June 1999 Environmental Baseline Survey of the property which may be reviewed through (date to be inserted when final RFQ is released) at the Shipyard’s Document Library. Offerors may call (to be inserted when final RFQ is released), to arrange access to the Document Library.

### **2.3 INFRASTRUCTURE AND UTILITY SYSTEMS**

Appendix “D”, Utilities Diagram, includes information on existing improvements, related infrastructure and utilities. The Navy is not responsible for the contents or findings therein contained.

### **2.4 DEVELOPMENT CONSIDERATIONS**

**2.4.1 ACCESS:** The Premises are located less than one mile from the Shipyard’s Gate 2 and are accessed via Goodrich Avenue. Currently there is no public access to the Premises. The Shipyard is a closed base not open to the general public and uncontrolled ingress/egress through the Shipyard is not possible. Access to the Premises during redevelopment and operational phases must comply with Department of Defense (DoD) Directive-Type Memorandum (DTM) 09-012, “Interim Policy Guidance for DoD Physical Access Control” and such other rules and regulations as may be prescribed by the Shipyard. Depending upon the nature of the use/occupancy proposed by an Offeror, parties requiring access to the Premises may be able to utilize the Navy Contractor Access Control System (NCACS). The Premises could potentially be accessed via water, in a manner not requiring ingress/egress through the Shipyard. The Offeror’s proposal shall include its proposed Access Plan (see Appendix “F”, Information to be Submitted by Offerors) to the Premises. The Access Plan should minimize impact to vehicular traffic entering or leaving the Shipyard.

**2.4.2 HISTORICAL, CULTURAL, AND ARCHEOLOGICAL:** Building 93 and the Naval Prison Landscape are eligible for listing in the National Register of Historic Places and appropriate procedures shall be taken in the event of any proposed repair, renovation or demolition. The Selected Offeror shall be responsible for conducting its efforts on Building 93 in a manner fully compliant with the Secretary of the Interior's Standards for Rehabilitation for Historic Properties.

The Selected Offeror shall be required to prepare a consultation package for the Maine State Historic Preservation Officer (SHPO) in accordance with Section 106 of the National Historic Preservation Act (NHPA). The SHPO consultation package must be prepared by qualified persons who meet or exceed the Secretary of the Interior's Professional Qualifications Standards (48 FR 22716, September 1983). The Navy has final approval regarding the adequacy of the SHPO consultation package. All consultation shall be submitted to the Maine SHPO via the Navy. The Selected Offeror shall be responsible, at its cost, for conducting necessary archaeological investigations as well as providing, at its cost, adequate mitigation for any adverse effects associated with its proposal and the proposed lease.

Prospective Offerors are encouraged to investigate with cognizant authority the possibility and/or eligibility of the proposed development for rehabilitation or other tax credits.

All communication and consultation by the Selected Offeror with SHPO shall be accomplished through the local Navy Cultural Resource Manager (CRM). All documents shall be submitted for review and approval by CRM, which shall, after such review and approval, attach a cover letter and forward to SHPO.

## **2.5 ENVIRONMENTAL CONSIDERATIONS**

Appendix "E", Environmental Condition of Property Checklist, includes information on existing improvements. The document was prepared in 2008 by Shipyard staff and is provided for background purposes only. The Navy is not responsible for the contents or findings therein contained.

**2.5.1 NEPA:** Prior to the execution of a Lease, and as part of its Business Plan, the Selected Offeror shall prepare at its own cost, in cooperation with the Navy, the appropriate level (see below) of National Environmental Policy Act (NEPA) documentation (e.g. a Categorical Exclusion, an Environmental Assessment, or an Environmental Impact Statement) for its proposed project. The Navy will use the NEPA documentation to reach a final decision as to whether to execute a Lease with the Selected Offeror. Because of the waterfront location of the Premises, the NEPA documentation must also specifically address the Offeror's intended use of the property in the context of the State of Maine's Coastal Zone Management Program and all other applicable regulations.

The appropriate level of NEPA documentation shall be as determined by the Navy considering the nature of the Selected Offeror's proposed project. For planning purposes

prospective Offerors should assume that the minimum NEPA documentation required would be an Environmental Assessment (EA). If an EA results in a conclusion other than a finding of no significant impact (FONSI) additional study and effort by the Selected Offeror, at its cost, will be required before a Navy decision to proceed with execution of a Lease can be made.

If the Selected Offeror uses a contractor to prepare the NEPA documentation, the Navy must approve the contractor. The NEPA documentation must comply with all applicable requirements under NEPA, including without limitation, compliance with the regulations set forth by the Council on Environmental Quality implementing the provisions of the NEPA, Title 40 CFR Parts 1500-1508, and relevant DoD and Navy policies. The Navy has final approval regarding the adequacy of the prepared NEPA documentation. Any proposed use shall limit and mitigate any adverse environmental impact to the greatest extent practicable as determined by the Navy or other cognizant regulator.

The prospective Offeror must demonstrate a full understanding of the potential environmental consequences associated with its proposal, take into account the time and cost implications of applicable environmental compliance activities, and be willing to fund any necessary studies and reviews beyond those already funded by the Navy as may be required to ensure adequate review of environmental implications.

The prospective Offeror must demonstrate a full understanding of the abatement, removal, disposal and remediation of hazardous materials known to be present at the Premises, including adherence to applicable Federal standards for such removal and disposal work.

The Selected Offeror shall be responsible, at its cost, for obtaining its own clean-air permits, hazardous waste license, and similar State and local permits which may be applicable to the proposed private development of the Premises.

The Selected Offeror shall be responsible, at its cost, for obtaining its own U.S. Army Corps of Engineers, and other Federal, State and local permits which may be applicable to the proposed development of the Premises. The inability of the Selected Offeror to obtain all permits and approvals required for its proposed development of the Premises within a reasonable period of time following the execution of a Lease, such period being as determined by the Navy, will be grounds for the Government's termination of the Lease. Such termination will be without cost, expense or liability of any kind on the part of the Government.

**2.5.2 HAZARDOUS MATERIALS:** Friable asbestos, lead-based paint and other hazardous materials are known to be present in Building 93. Other hazardous materials may be present at the Premises. The Selected Offeror will be responsible for accomplishing the abatement, removal and disposal of all hazardous materials present on/in the Premises 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 Offeror. The estimated costs of environmental clean-up will be factored into the Business Plan and Lease between the Navy and Selected Offeror.

## 2.6 REGULATORY CONSIDERATIONS

**2.6.1 ZONING:** State and local zoning regulations do not apply to the Portsmouth Naval Shipyard. The Town of Kittery zoning map indicates that a majority of the Premises would be zoned as Industrial, for manufacturing, processing, treatment, and research, if local zoning were to apply.

**2.6.2 LEGISLATIVE JURISDICTION:** Concurrent jurisdiction applies to the Portsmouth Naval Shipyard, including the Premises. Under concurrent legislative jurisdiction the Site is subject to both the Federal Government's and the State of Maine's power and authority to legislate and exercise executive and judicial powers.

**2.6.3 EASEMENTS AND ENCUMBRANCES:** There are no third-party easements or encumbrances adversely affecting the Premises.

**2.6.4 BUILDING CODES:** All construction must comply with Code of Federal Regulations ("CFR") Title 14 Part 77.13 and Unified Facilities Criteria ("UFC"). Construction on the Premises shall also comply with the International Building Code, the International Existing Building Code, the International Residential Code (if residential-type occupancy is proposed), the International Energy Conservation Code, and ASHRAE Standards 62.1, 62.2 and 90.1. Guidance regarding antiterrorism standards is available in UFC 4-010-01, DoD Minimum Antiterrorism Standards for Buildings. UFC 4-010-01 is available at (to be inserted when final RFQ is released).

Adherence to UFC standards, including, but not limited to, antiterrorism standards, may impose additional development challenges to prospective Offerors. During the Phase II period of exclusive negotiations with the Selected Offeror an opportunity will exist for the Navy to consider the impact of any Offeror-proposed deviations from UFC standards and the feasibility of requesting an exception to such UFC standards. Prospective Offerors should note, however, that the Navy is under no obligation to consider any deviation from UFC standards and may, at its sole option, determine that any proposed deviation from UFC standards or other design standards set forth in this RFQ to be unacceptable.

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 Maine, County of York, or Town of Kittery, the Maine model radon standard for new residential construction (or successor codes) then in effect for the type(s) of occupancy proposed, and with the Maine Uniform Building and Energy Code when in effect. Facilities constructed should, to the maximum extent practicable, also qualify for certification under the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED") guidelines as LEED Silver. Upon completion of exclusive negotiations, the Selected Offeror shall retain, at no cost to the Navy, an

independent construction consultant to provide construction supervision and quality assurance, for the benefit of the Navy.

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

This Section identifies the Navy's primary objectives, requirements, and anticipated business arrangements associated with the prospective Lessee. Refer to Section 4.0 of this RFQ and Appendix "F" for proposal submission instructions and specific items to be included in an Offeror's proposal.

#### **3.1 BUSINESS PLAN**

Following selection of the Selected Offeror, the Navy and the Selected Offeror will work together to produce a Business Plan, Lease and supporting documents that are acceptable to the Navy. A sample outline for some of the contents of the Business Plan includes the following:

- I. Executive Summary
- II. Background, Goals & Objectives
- III. Existing Conditions
  - A. Site Location and Identification
  - B. Compatibility with Current and Future Navy Operations (including Access Plan addressing ingress and egress by occupants and the public to the Premises)
  - C. Existing Structures and Features
  - D. Site Constraints
  - E. Current and Projected Utility and Infrastructure Needs
  - F. Environmental Reports
- IV. Development Plan (including timelines, facility drawings and site plan)
- V. Community Relations
- VI. Marketing Plan
  - A. Overall Approach and Third-Party Involvement
  - B. Audience Identification
  - C. Market Research / Message Development
  - D. Marketing Process: Goals, Stages, and Strategy
  - E. Reporting and Evaluation
- VII. Operations Plan
  - A. Operation and Management Responsibilities
  - B. Asset Management and Property Management
  - C. Project Reserves and Capital Reinvestment
- VIII. Financing Plan
  - A. Introduction
  - B. Development Costs
  - C. Financial Strategy
  - D. Financing Terms
  - E. Developer Pro Forma
  - F. Financial Reserves

IX. Economic Proposal

- A. Leasing In-Kind Consideration to the U.S. Navy
- B. Refinancing In-Kind Contributions to the U.S. Navy
- C. “Pay for Services” Contributions to the U.S. Navy

Attachment A: The Team (including roles and responsibilities of the Selected Offeror and a description of any anticipated partnership or joint ventures by the Selected Offeror)

Attachment B: Environmental Exhibits (including Hazardous Materials Abatement, Removal and Disposal Plan and documents required to comply with the National Environmental Policy Act (“NEPA”) and other applicable laws)

Attachment C: Historic Exhibits (including documents required to comply with the Secretary of the Interior’s Standards for Rehabilitation for Historic Preservation and SHPO regulations regarding the use of Building 93)

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

The Selected Offeror will prepare a draft of the Business Plan for review by the Navy and its advisors. The Navy will work with the Selected Offeror to arrange for review by relevant stakeholders. At the end of the planning stage, the Business Plan, Lease and supporting documents will be finalized and submitted to the Navy for review and approval.

For a discussion of the Phase II process see Section 5.2 of this RFQ.

**3.2 LEASE PAYMENT PROVISIONS**

Consideration to be provided by the Selected Offeror to the Navy shall be no less than the fair market value of the Selected Offeror’s leasehold interest in the Premises. Consideration may be in the form of cash rental and/or in-kind consideration. The Navy will determine the precise form of the consideration to be provided; i.e. a cash consideration and/or in-kind consideration. The Selected Offeror will not be paying the Navy a consultant’s fee, transactional fee, or other similar fee. Examples of in-kind consideration include the abatement, removal and disposal of pre-existing hazardous materials pre-existing from the Premises and/or Shipyard, the relocation of affected facilities, reduced utility rates, small or large construction projects, repair or improvement to existing Shipyard facilities, and/or maintenance services.

A specific financial proposal shall be submitted by the Selected Offeror during Phase II with the Offeror’s draft Business Plan. The proposed Business Plan must show how the rent and/or in-kind consideration proposed will benefit the Navy over the term of the Lease. Details regarding these payments will be provided in the Business Plan.

The Navy will require that pending a decision by the Navy on the specific “in-kind” consideration to be delivered by the Selected Offeror a commensurately-valued cash rental be deposited by the Selected Offeror (Lessee) in an interest bearing In-Kind Consideration Account

(ICA) that will be established by the Lessee in association with the leasing project. The ICA will be used by the Lessee to obtain goods or services at a later date when the Navy's needs are better understood or when sufficient funds have accumulated in the ICA. All interest on deposits in the ICA shall accrue to the benefit of the leasing project. When the Navy has decided on the specific "in-kind" consideration to be delivered, the Lessee will be requested to accomplish and complete the tasks or projects identified using funds set aside in the ICA. At the Navy's option funds on deposit in the ICA shall be due and payable by the Lessee to the Navy as a cash rental.

### **3.3 USE RESTRICTIONS**

Development and future use of the Premises must be fully compatible with the Shipyard's requirements described in this RFQ and with the Navy's vision for the leasing project. Proposed uses with an adverse environmental impact, and without mitigation measures acceptable to the Navy and cognizant regulators, may not be considered fully compatible uses of the Premises.

The Navy does not have a specific required use for the site and is looking for Offerors to determine the best reuse of the property that is compatible with the Navy's continued presence on the Shipyard and the requirements of this RFQ. Additionally, the proposed development should meet the project objectives and requirements as specified in Section 1.5.3. of this RFQ.

Some uses have been determined to be incompatible with the Navy's vision for the Premises and/or the Shipyard's requirements described in this RFQ. Appendix "G", "Prohibited Uses and Use Restrictions", identifies some prohibited uses of the Premises and restrictions pertaining to future use and development of the Premises. Proposals including a prohibited use specified in Appendix "G" will be deemed to be non-responsive. Offerors are cautioned that Appendix "G" is not all-inclusive and other proposed uses could be determined by the Navy to be incompatible with Navy objectives and requirements.

### **3.4 CONFORMANCE WITH ATFP REQUIREMENTS**

Any improvements or alterations shall promote compatibility of activities and design within and surrounding the Premises, shall provide for efficient vehicular and pedestrian ingress and egress from adjoining public roads and/or non-Federal land, and shall conform with the Navy's Anti-Terrorism/Force Protection ("ATFP") requirements, including, but not limited to, DOD Minimum Setback Distances from the perimeter of the Premises. Specific details of the setback will be established during the Phase II period of exclusive negotiations with the Selected Offeror.

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

The Selected Offeror (Lessee) will be responsible for coordination of all utilities and support services used in the operation and management of the Premises. Utility lines are available within the vicinity of the Premises. The Lessee will be responsible, at its cost, for connecting with existing, and any proposed new, utility lines. Refer to Appendix "D" for the location of existing utility lines in the vicinity of the Premises.

The Navy's intent is to provide most utility services, to include electric power, water (to the extent available), sewage disposal and treatment, to the Premises. Such services shall be metered and the Lessee will be responsible for paying the Navy for such services at rates to be established

by Commander Navy Region Mid-Atlantic. The terms and conditions for use of these utility services, as well as existing capacity, will be determined during the Phase II period of exclusive negotiations. The Lessee will need to coordinate with the Shipyard to obtain approval for any utility connections that cross Navy land not included within the Premises. The Navy does not guarantee the continued provision and/or sufficiency of any utility or service provided.

The Navy does not provide natural gas service or communications service to the Premises. Commercial natural gas service is available to the Premises. The Lessee shall be responsible for procuring such natural gas service, telephone, Internet service, cable/satellite television, and/or other communications services as it may require directly from the service providers. Any associated costs for such services are the financial responsibility of the Lessee.

The Navy does not provide refuse removal or recycling collection for the Premises. 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 Lessee.

The provision of first responder (police, fire protection, emergency medical) services to the Premises will be determined during the Phase II round of exclusive negotiations with the Selected Offeror. If provided by the Shipyard, the Lessee will be responsible for paying the Navy for such services at rates to be established by Commander Navy Region Mid-Atlantic.

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

The Selected Offeror will have responsibility for all property maintenance and management items throughout the life of the leasing project. As detailed in Section 1.5.4 above, the Business Plan shall define both day-to-operations and long-term stewardship of the property including compliance with all applicable laws and regulations.

### **3.7 CONSERVATION**

Any proposed use or development of the Premises shall incorporate pollution prevention, energy conservation, 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.

### **3.8 TAXES**

The Selected Offeror shall be independently responsible for any and all taxes or assessments that may be levied against its leasehold interest in the Premises or against its activities or operations on the Premises; provided that, if and to the extent that the leased Premises are later made taxable by State or local government under an Act of Congress, the lease shall be renegotiated.

### **3.9 INSURANCE REQUIREMENTS**

The Selected Offeror shall ensure appropriate insurance is in place for the Premises. Appendix "H", Insurance Requirements, provides additional information on insurance requirements.

### **3.10 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.

### **3.11 CONSTRUCTION SCREENING AND BACKGROUND VERIFICATION**

The Selected Offeror shall comply with Shipyard procedures regarding screening and background verification for all personnel whose participation during the design and/or development of the Premises will require access to the Shipyard. Specific details regarding construction screening and background verification procedures will be established during the Phase II period of exclusive negotiations with the Selected Offeror.

## **SECTION 4.0 - PROPOSAL SUBMISSION INSTRUCTIONS**

### **4.1 PROVISIONS**

Offerors are required to comply with the following instructions while developing their proposal. Where instructions, conflicts, and no order of precedence are specified, the most stringent requirement applies. A reference to, or direction to comply with, a particular Section shall include, as appropriate, all subsections thereunder. Oral explanations or instructions given to prospective Offerors 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 Offeror will provide the consideration, in-kind and/or cash rental, to the Navy as agreed upon in the Business Plan.
- An 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 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.

- Jones Lang LaSalle Americas, Inc. (“JLL”) 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 JLL, or any of its subcontractors or affiliates, or any other contractor for, or advisor to, the Navy on this project (hereinafter collectively referred to as a “Prohibited Participant”) to assist in the preparation of any proposal related to this project. A “no-conflict-of-interest” certification to be executed by the Offeror and returned with its proposal is included as Appendix “T”.

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

This RFQ may be amended by a formal amendment document, letter, or facsimile. If this RFQ is amended, then all terms and conditions, which are not modified, remain unchanged. Offerors shall acknowledge receipt of any amendments to the RFQ by the date and time specified in the amendment(s). Acknowledgement shall be made by signing and returning the amendment(s), or sending a letter or electronic acknowledgement, to the Navy’s Real Estate Contracting Officer designated in Section 8.0 of this RFQ.

#### **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. Offerors will be responsible for providing all required equipment. Offerors should bring ten (10) complete hard copy sets and one (1) electronic file media (CD or DVD) of all presentations and any other handouts to the oral presentation. The time and date for presentation will be scheduled individually with Offerors after the written proposals have been submitted and evaluated.

#### **4.4 PROPOSAL CONTENTS AND FORMAT**

Appendix “F”, Information to be Submitted by Offerors, 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 the time, date and address specified below. The words “**Request For Qualifications No. N40085-13-RP-00013**” 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: 3:00 p.m. (Eastern Time)**

**Date: (to be inserted when final RFQ is released)**

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

**If submitted via U.S. Mail:**

Naval Facilities Engineering Command, Mid-Atlantic  
9742 Maryland Avenue  
Norfolk, VA 23511-3095  
ATTN: Mr. Matthew D. Kurtz  
Real Estate Contracting Officer  
Asset Management, Code AM1

**If submitted via a Parcel Delivery Service:**

ATTN: Mr. Matthew D. Kurtz  
Real Estate Contracting Officer  
Naval Facilities Engineering Command, Mid-Atlantic  
Naval Station Norfolk  
Building Z-140, Room 219  
Norfolk, VA 23511

**Submittal via a Parcel Delivery Service is encouraged.**

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 may be rejected and returned to the sender unopened.**

## **SECTION 5.0 - SOURCE SELECTION**

### **5.1 EVALUATION FACTORS**

The evaluation factors for Phase I are identified below. Factor 1, Offeror's Relevant Experience and Past Performance, Factor 2, Offeror's Financial Strength, and Factor 3, Offeror's Development Concept and Strategy, are collectively of the greatest importance and are individually approximately equal in importance. The remaining three (3) Factors, (Factors 4, 5 and 6), are approximately equal in importance and are of lesser importance than Factors 1, 2, and 3.

Sub-Factors, when identified, are approximately equal in importance within that Factor.

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

**Factor No. 1 Offeror's Relevant Experience and Past Performance**

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

**Factor No. 2 Offeror's Financial Strength**

- (a) Financial Wherewithal
- (b) Relevant Financing Experience
- (c) Project Financing Strategy

**Factor No. 3 Offeror's Development Concept and Strategy**

- (a) Degree to which the Offeror's Development Concept and Development Strategy are Clear, Specific, Cohesive and Complete
- (b) Plans for Historic Preservation, NEPA Compliance, and Hazardous Material Abatement, Removal, and Disposal

**Factor No. 4 Achievement of Navy Goals, Concepts and Objectives and the Ability to Effectively Manage Community Relations**

**Factor No. 5 Marketing Plan**

**Factor No. 6 Capability/Qualifications to Develop and Implement Business Plan**

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

**5.2 PHASE II**

The Offeror selected for Phase II must be determined by the Navy to be both financially capable and otherwise responsible within the meaning of Federal Acquisition Regulations (FAR) 9.104-1. The Navy and Selected Offeror will work together to develop a final Business Plan for approval by Navy Headquarters.

The Selected Offeror invited to participate in the Phase II period of exclusive negotiations will be required to submit a Business Plan as described in Section 3.1 of this RFQ, reflecting the availability and amount of funding, project requirements, objectives, and priorities. The proposal shall fully describe the physical characteristics and design of the proposed development; the financing plan proposed to implement the development; the plan proposed to operate, manage and maintain the development over the term of up to 50 years; the schedule proposed for achieving key milestones in the development process, and the financial compensation to be provided to the Navy.

The Offeror's Phase II Business Plan shall propose the specific length of the business arrangement and the Lease. In the event the Offeror's development strategy is predicated upon the participation of, or occupancy of the Premises, by a third-party, the proposal must explain in

a clear, specific, cohesive and complete manner the role of the third-party in the Offeror's development strategy.

The Business Plan shall include both a detailed design plan for the proposed project and a price proposal detailing the specific cash and/or in-kind consideration to be paid to the Navy. Such consideration shall be not less than the appraised fair market value of the Selected Offeror's leasehold interest in the Premises.

The Selected Offeror will be expected to thoroughly, creatively, and professionally identify issues, analyze solutions, and determine entrepreneurial processes to ensure successful implementation of the Business Plan.

Upon final approval of the Business Plan by the Navy and the successful conclusion of the NEPA process, a real estate lease (the Lease), with subordinate agreements and other associated instruments as necessary, will be finalized by the Navy and the Selected Offeror to implement the Business Plan. The Lease shall include relevant characteristics of the development, define all terms and conditions, schedules, and financial arrangements between the parties.

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

The decision to implement the Business Plan will be made solely by the Navy at its discretion.

In the event the Navy and the Selected Offeror cannot agree on a Business Plan, implementing Lease or other required documents, or if the Business Plan is not accepted by Navy Headquarters, the Navy, at its sole option, may terminate negotiations with the Selected Offeror and direct the Selected Offeror to cease all work on the project.

If the Selected Offeror'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 Selected Offeror for the Business Plan, Lease or supporting documents, or work product generated in developing the documents. Additionally, the Navy shall have the right, at no cost to itself, to make full use of the Business Plan, Lease and supporting documents and to proceed to negotiate and work with a replacement Offeror.

## **SECTION 6.0 - EVALUATION OF PROPOSALS**

### **6.1 SOURCE SELECTION**

The Offeror to be selected for the period of exclusive negotiations will be that Offeror whose proposal provides the best overall value to the Navy and is determined to be most advantageous to the Navy; provided, however, that the Navy may at its option, and without any liability, choose to reject any and all proposals without a requirement for justification.

## **6.2 EVALUATION PROCESS**

Appendix “F”, Information to be Submitted by Offerors, provides detailed information regarding submittal requirements for each Evaluation Factor. An Offeror’s proposal must comply with the requirements set forth in Appendix “F” and contain all information that the Offeror deems is needed by the Navy to make a selection for Phase II.

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 an evaluation team prior to any oral presentation. The Navy reserves the right to develop a competitive range before or after any oral presentations.

Selection will be based on an integrated assessment of the evaluation factors set forth in Section 5.0 of this RFQ and an Assessment of the “Risk” associated with the Offeror’s proposal, including the risks associated with the proposal’s ability to meet RFQ objectives and the Offeror’s ability to successfully perform its proposal. Upon selection of an Offeror, the Navy and the Selected Offeror will commence work, as outlined in this RFQ, on the Business Plan with the intent to enter into a leasing arrangement.

## **SECTION 7.0 - SPECIAL CONDITIONS AND LIMITATIONS**

### **7.1 NON-APPLICABILITY OF FAR**

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). However, certain FAR provisions have been incorporated into this RFQ for administrative convenience and/or to comply with Federal law. Appendix “J” to this RFQ identifies such FAR provisions.

### **7.2 MANDATORY CLAUSES**

Offerors shall consider the Mandatory Clauses (identified in Appendix “J” to this RFQ) when preparing their proposals. These clauses shall become part of the Lease.

### **7.3 NO OBLIGATION**

The Navy intends to enter into a Lease with an Offeror selected through the process set forth in this RFQ but 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.

#### 7.4 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.

#### 7.5 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.

#### 7.6 NAVY-FURNISHED INFORMATION

The Navy does not warrant the accuracy of any Premises-related information provided. Premises-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 Premises-related information provided by the Navy to avoid unforeseen costs.

#### 7.7 DAVIS-BACON WAGE REQUIREMENTS

The provisions of the Davis-Bacon Act will be applicable to the rehabilitation, development, and/or construction of the Premises. Davis-Bacon wage requirements may also apply to other efforts, depending upon the nature of the work. The Lessee will be responsible for compliance.

#### 7.8 DISPUTES

All disputes arising under or related to this RFQ, which are not disposed of by agreement, shall be resolved and decided by the Navy pursuant to the Contract Disputes Act of 1978, as amended, (41 U.S.C. § 601-613). The Navy shall mail or otherwise furnish a written copy of the decision to the Offeror.

#### SECTION 8.0 - POINT OF CONTACT FOR INFORMATION AND CLARIFICATIONS

All questions, clarifications and general information requests regarding this RFQ shall reference Request For Qualifications N40085-13-RP-00013 and shall be submitted in writing (submittal via email is encouraged) to:

Office	Name	Address	Contact Information
Naval Facilities Engineering Command, Mid-Atlantic	Matthew D. Kurtz Real Estate Contracting Officer, Code AM1, Asset Management,	9742 Maryland Avenue Norfolk, VA 23511-3095	Fax: (757) 341-0212 Email: <a href="mailto:matthew.kurtz@navy.mil">matthew.kurtz@navy.mil</a>

**THIS PAGE IS RESERVED FOR FUTURE USE**

**APPENDIX A**  
**DRAFT REQUEST FOR QUALIFICATIONS N40085-13-RP-00013**  
**OPPORTUNITY TO LEASE AT PORTSMOUTH NAVAL SHIPYARD, KITTERY, ME.**

**PROPERTY AND VICINITY MAPS OF 11.61 ACRES**

The accompanying maps are provided for illustrative purposes only. A legal metes and bounds survey has not been prepared. The site comprises approximately 11.61 acres located at the southern tip of the Portsmouth Naval Shipyard.



The approximate Premises and surrounding area. Map provided by Google Earth.

The Portsmouth Naval Shipyard is located on Seavey Island in southern Maine adjacent to Portsmouth, NH. The Shipyard is approximately 52 miles north from Boston, MA, approximately 33 miles east from Manchester, NH, and approximately 47 miles south from Portland, ME. Below is a regional map depicting its location.



Regional map provided by Google.

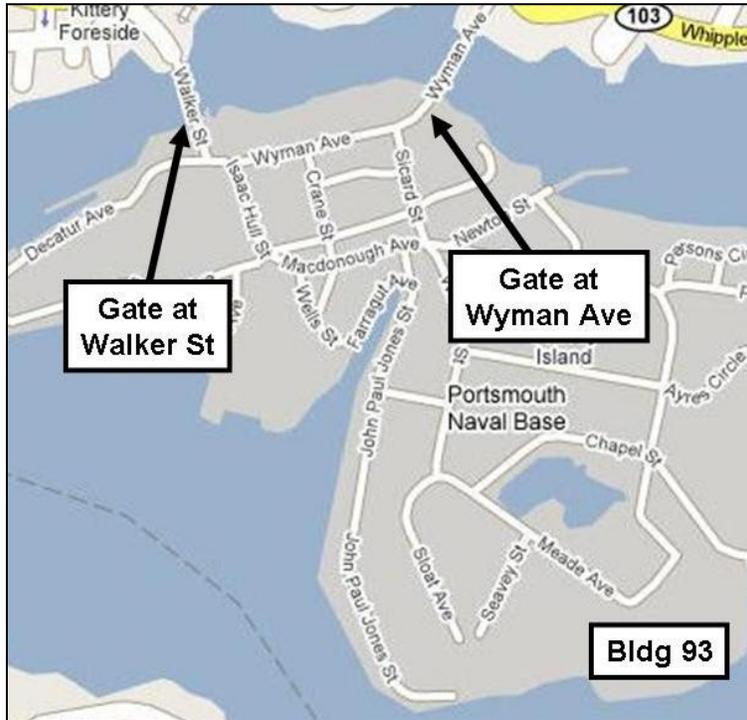
The Portsmouth Naval Shipyard is located on Seavey's Island in southern Maine approximately one mile east from downtown Portsmouth, NH. Below is a local map.



Local map provided by Google.

DRAFT

The Shipyard controls access onto the installation through two gates, one at Walker Street and one at Wyman Avenue. The Premises may also be directly accessed by water. Below is a drawing depicting the location of the two gates.



Portsmouth Naval Shipyard map from Google.

**APPENDIX B**  
**DRAFT REQUEST FOR QUALIFICATIONS N40085-13-RP-00013**  
**OPPORTUNITY TO LEASE AT PORTSMOUTH NAVAL SHIPYARD, KITTERY, ME.**

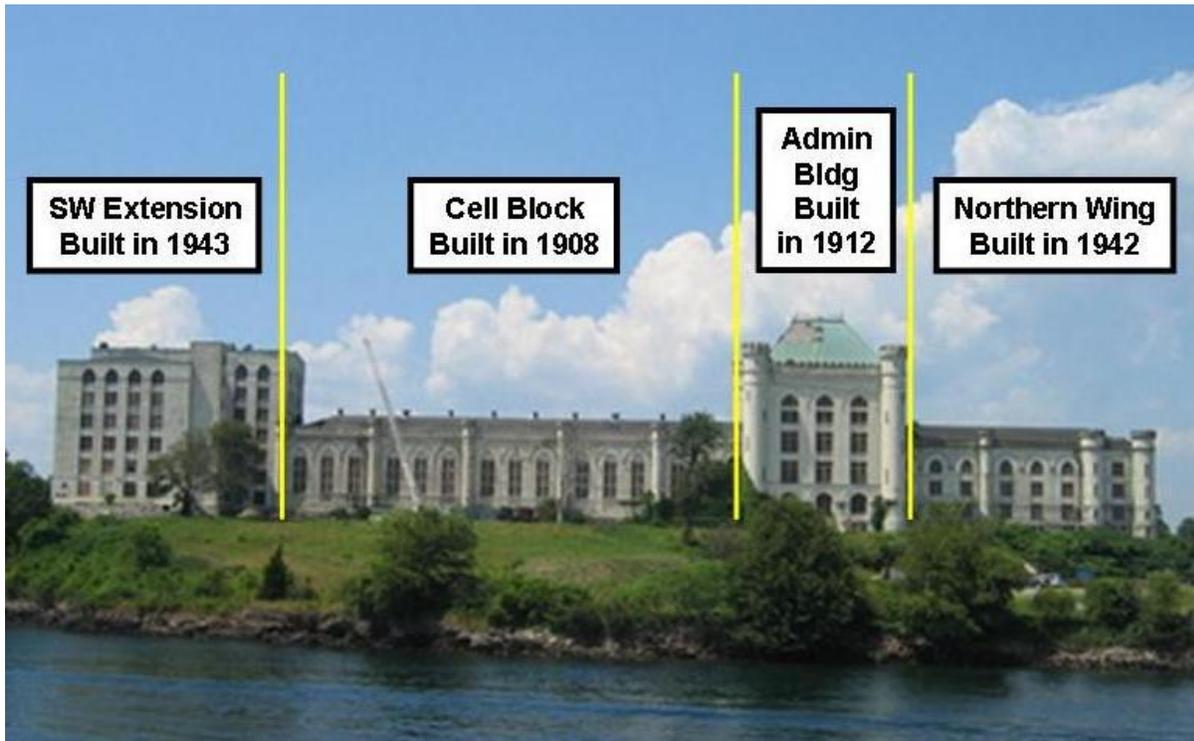
**LEGAL DESCRIPTION OF PREMISES**

**A survey and a metes and bounds legal description of the Premises will be provided by the Selected Offeror during the Phase II period of exclusive negotiations.**

**APPENDIX C**  
**DRAFT REQUEST FOR QUALIFICATIONS N40085-13-RP-00013**  
**OPPORTUNITY TO LEASE AT PORTSMOUTH NAVAL SHIPYARD, KITTERY, ME.**

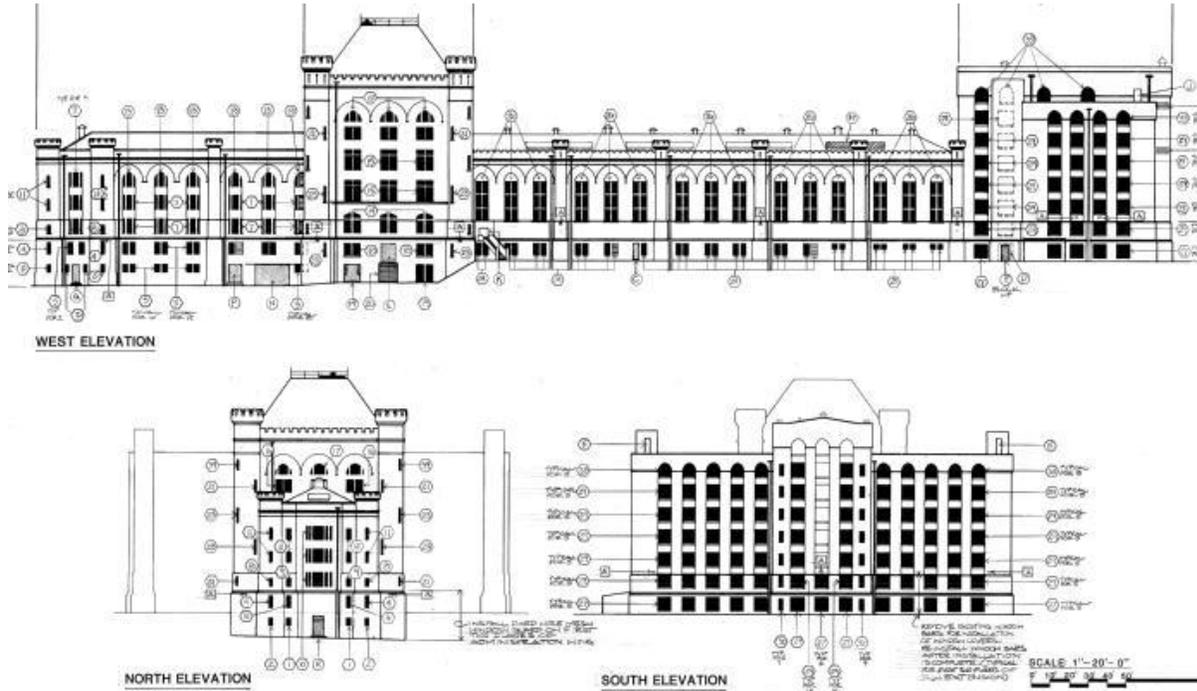
**DESCRIPTION OF PRINCIPAL IMPROVEMENTS**

The facility is a multi-story steel, reinforced concrete and masonry structure that bears resemblance to a castle. It aggregates approximately 265,000 square feet and is comprised of four contiguous sections including the Southwest Extension, Cell Block, Administration Building and Northern Wing. Below is a photo of the facility with labeled sections and respective dates of construction.



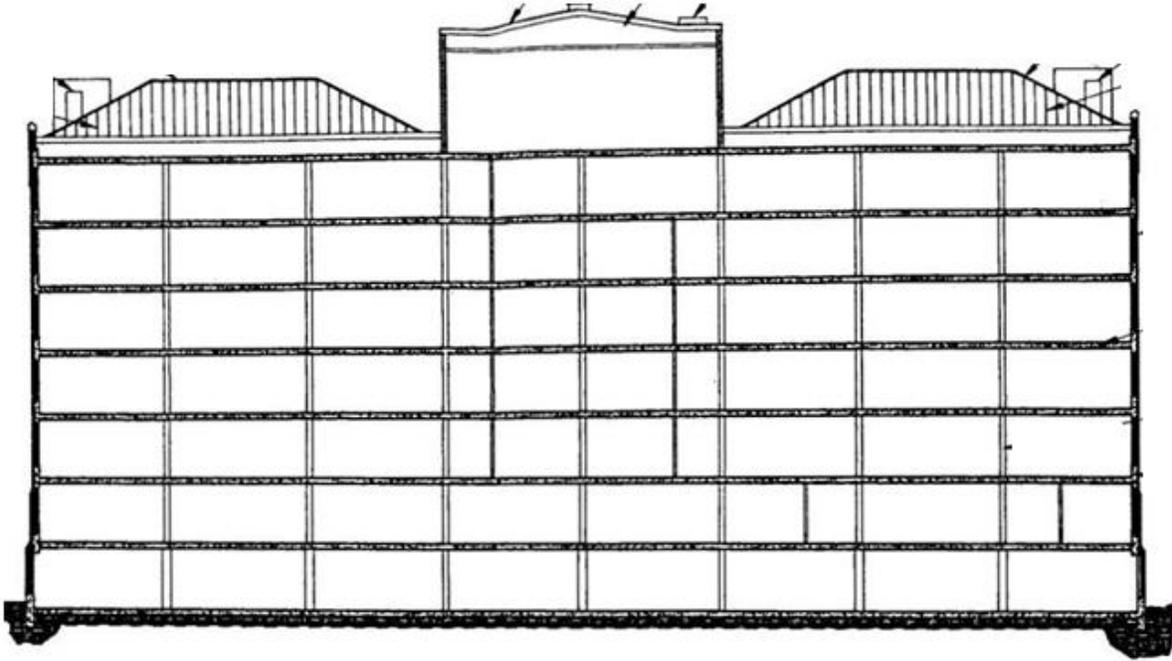
Draft Document

Below are elevation views of the facility from the west, north, and south.



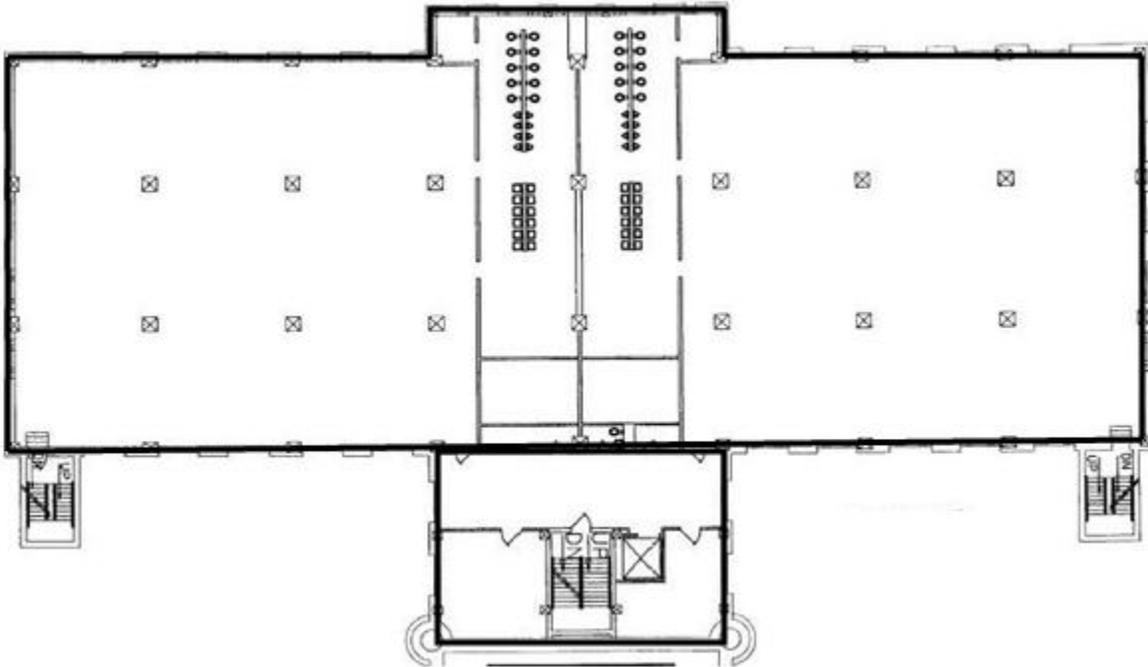
Elevation views from the west, north, and south.

The Southwest Extension, comprising a total of approximately 124,000 square feet in area, has eight floors as depicted in the elevation view below.



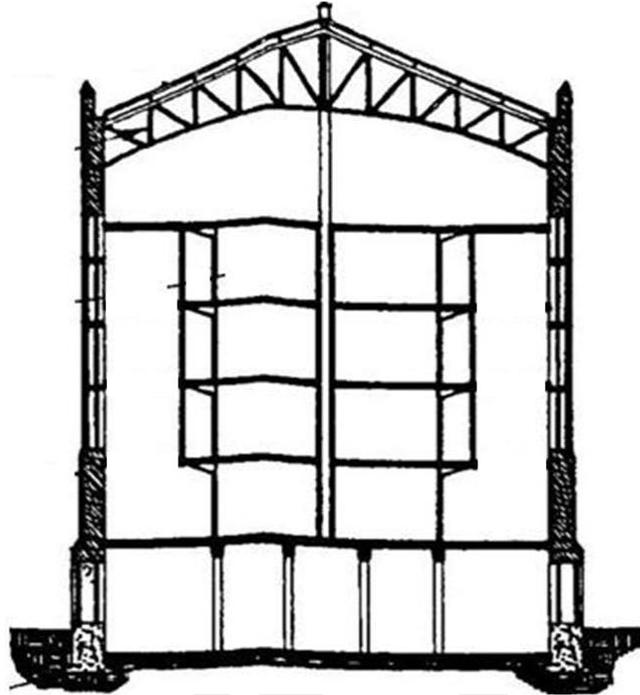
Elevation view of Southwest Extension.

The first seven floors in the Southwest Extension are each approximately 17,000 square feet in area. A sample floor plan from the Southwest Extension is shown below.



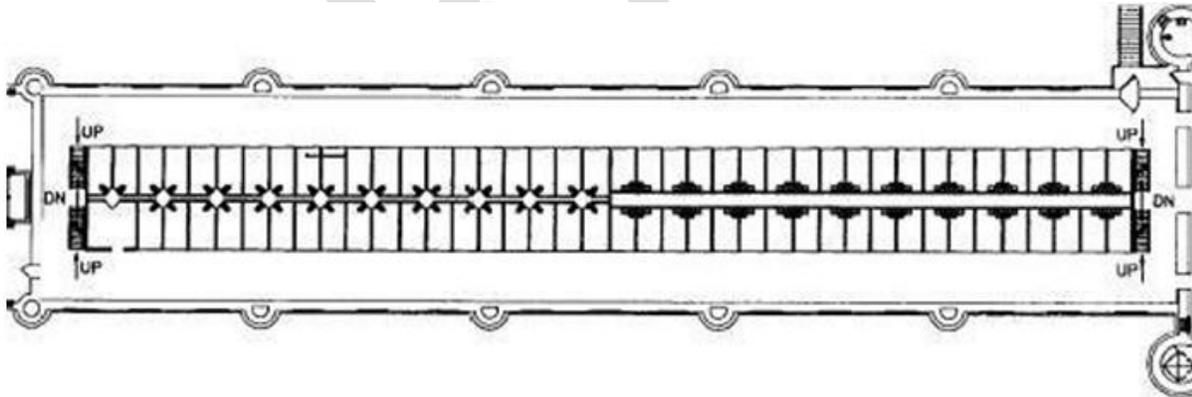
Southwest Extension sample floor plan.

The Cell Block has six floors as depicted in the elevation view below.



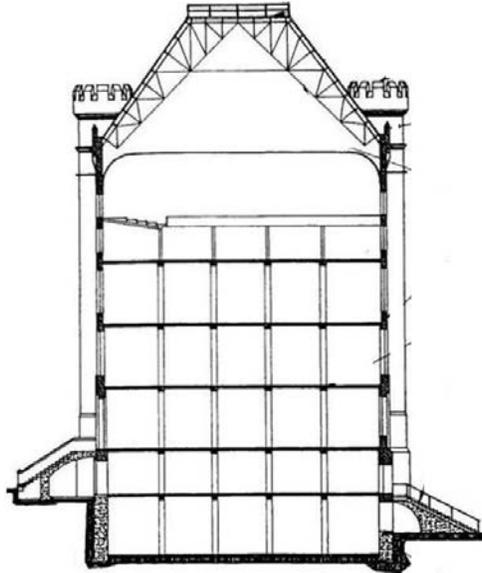
Cell Block elevation view.

The floor plate of the basement and top floors in the Cell Block section are each approximately 13,800 square feet. The floor plate on the middle levels of the Cell Block section are each approximately 7,700 square feet. A sample floor plan from the Cell Block is shown below.



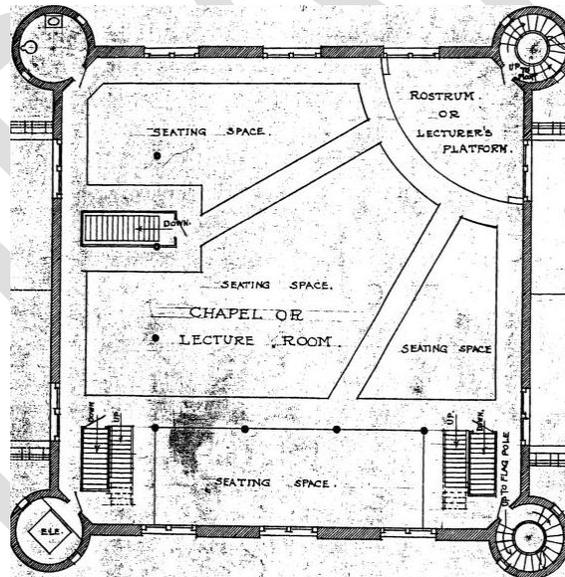
Cell Block sample floor plan.

The Admin Building has six levels plus a balcony as depicted in the elevation view below.



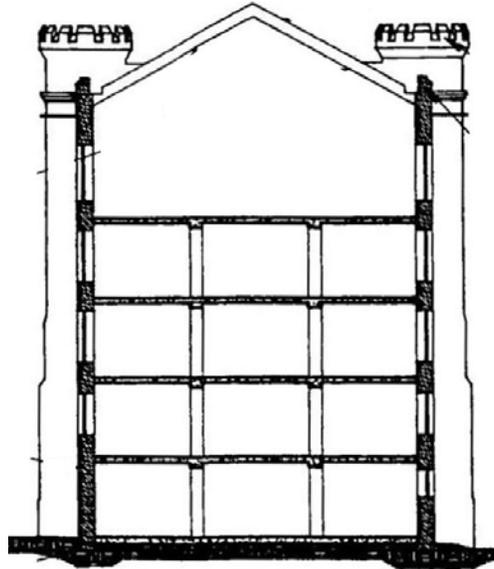
Admin Building elevation view.

The floorplate of each of the six levels is approximately 5,800 square feet. A sample floor plan of the Admin Building is shown below.



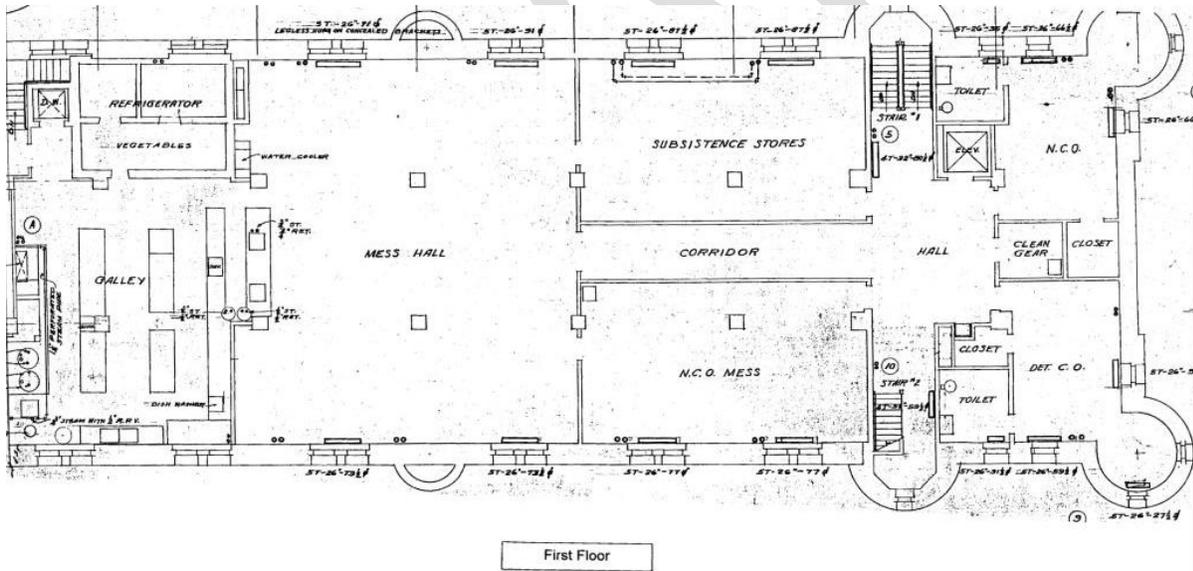
Admin Building sample floor plan.

The Northern Wing has five floors plus a gym mezzanine as depicted in the elevation view below.



Northern Wing elevation view.

The floor plate of each of the five floors is approximately 7,800 square feet. A sample floor plan of the Northern Wing is shown below.

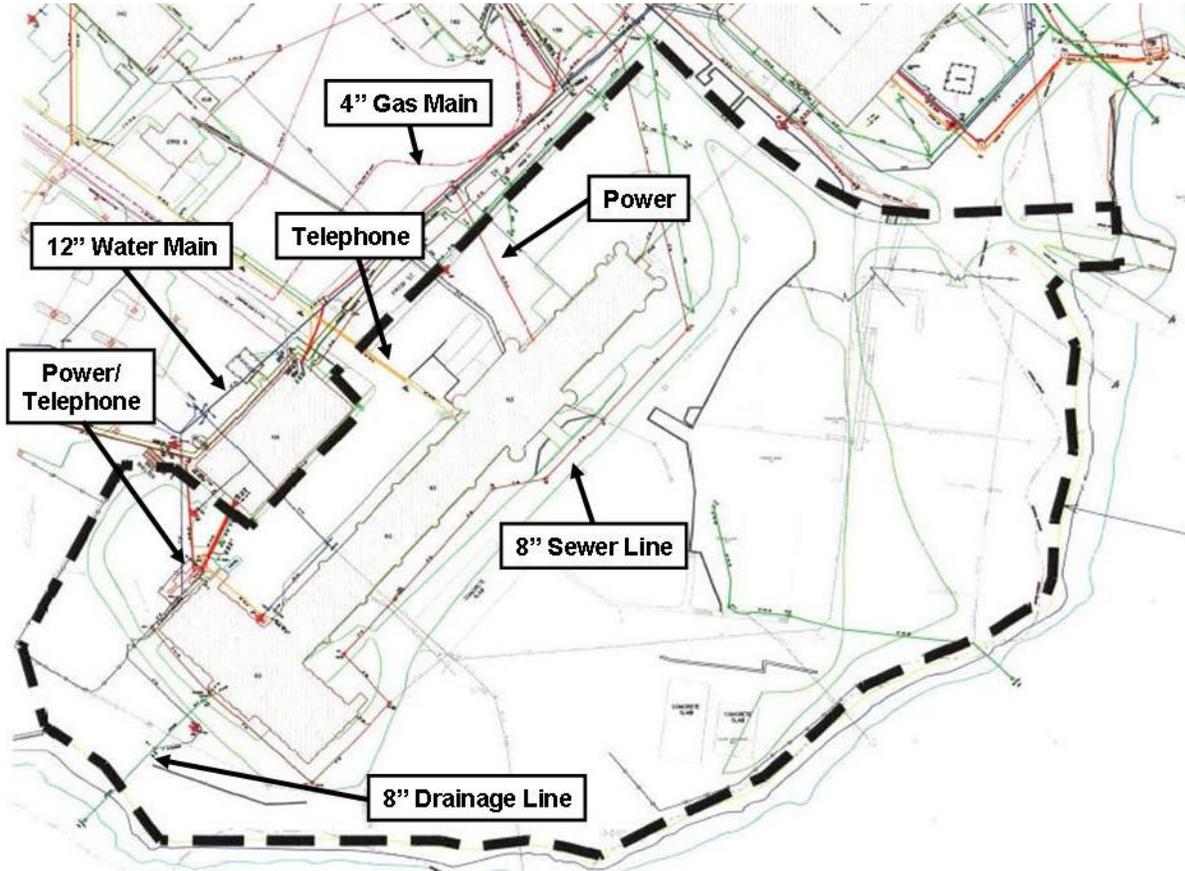


Northern Wing sample floor plan.

**APPENDIX D  
DRAFT REQUEST FOR QUALIFICATIONS N40085-13-RP-00013  
OPPORTUNITY TO LEASE AT PORTSMOUTH NAVAL SHIPYARD, KITTEERY, ME.**

**UTILITIES DIAGRAM**

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



**APPENDIX E**  
**DRAFT REQUEST FOR QUALIFICATIONS N40085-13-RP-00013**  
**OPPORTUNITY TO LEASE AT PORTSMOUTH NAVAL SHIPYARD, KITTERY, ME.**

**ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST**

The ECP Checklist is available to prospective Offerors at (to be inserted when final RFQ is issued). The ECP Checklist was prepared in 2009 by Shipyard staff and is provided for background purposes only. The Navy is not responsible for the contents or findings contained therein. Offerors are directed to Section 2.5 of this RFQ setting forth the environmental requirements to be met by the Selected Offeror.

**APPENDIX F**  
**DRAFT REQUEST FOR QUALIFICATIONS N40085-13-RP-00013**  
**OPPORTUNITY TO LEASE AT PORTSMOUTH NAVAL SHIPYARD, KITTERY, ME.**

**INFORMATION TO BE SUBMITTED BY OFFERORS**

**FORMAT FOR OFFEROR SUBMISSIONS**

The Offeror's proposal shall consist of a single original document, ten (10) hard copies and three (3) electronic copies with the sections below clearly labeled. Each section must be severable from the overall Proposal. All sections of the Proposal will be 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></b> (8.5 x 11")
I	Background and Administrative Information	One original, 10 copies and 3 electronic copies <sup>2</sup>	5 pages
II	Relevant Experience/Past Performance	One original, 10 copies and 3 electronic copies <sup>2</sup>	10 pages
III	Financial Strength	One original, 10 copies and 3 electronic copies <sup>2</sup>	10 pages
IV	Development Concept and Strategy	One original, 10 copies and 3 electronic copies <sup>2</sup>	15 pages
V	Achievement of Navy Goals, Concepts and Objectives and Ability to Manage Community Relations	One original, 10 copies and 3 electronic copies <sup>2</sup>	10 pages
VI	Marketing Plan	One original, 10 copies and 3 electronic copies <sup>2</sup>	10 pages
VII	Capability/Qualifications to Develop and Implement Business Plan	One original, 10 copies and 3 electronic copies <sup>2</sup>	10 pages
	<b>TOTAL</b>		<b>70 pages</b>

**NOTES:**

1. Any pages exceeding the limits set above will not be evaluated. Supporting data such as mandatory forms, resumes, financial statements, certifications, site plans, design drawings, photos, organizational charts, etc. do not count against the page limits indicated above.
2. All sections of the Proposal should be submitted on the same disk/CD ROM EXCEPT Section IV, Development Concept, which shall be submitted as a separate CD-ROM.

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

**REQUIRED SUBMISSION INFORMATION:** The Offeror's submission must include all seven (7) sections identified below and must fully address and explain the Offeror's approach to meeting or exceeding the evaluation factors and considerations identified in Section 5.0 of this RFQ. All seven (7) sections must be submitted in order for a proposal to be considered complete.

## **SECTION I: OFFEROR'S BACKGROUND AND ADMINISTRATIVE INFORMATION**

This section is intended to familiarize the Navy with the Offeror's organization and will not be rated. The Background and Administrative Information 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, a joint venture, or a public sector entity) 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/organization under the present name.
- Explanation of types of services the Offeror provides and how they relate to the proposal.
- Whether the Offeror has ever maintained or currently maintains errors and omissions insurance and, if so, the amount of the coverage, deductible, and the carrier of the insurance.
- If the Offeror is a corporation, provide the following: (1) Articles of Incorporation and by-laws; (2) Names, addresses, dates of birth, citizenship, and places of birth 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, provide the following: (1) partnership/joint venture agreement; (2) names, addresses, dates of birth, citizenship, and places of birth 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 date of birth, citizenship, place of birth, and current address.
- If the Offeror is a public sector entity, provide the entity's charter and/or enabling act that forms the basis of the organization's powers and authority to act and operate in a contractual context. In addition, provide the names, addresses, dates of birth, citizenship, and places of birth of officers and participating principals. Provide each principal member's appropriate history and background and assigned areas of responsibility. Provide any legally enforceable agreements or other mechanisms that will be relied on to ensure the Offeror's successful long-term operation.

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

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

- Concise narrative description of the Offeror's relevant past experience, including a description of at least four (4) major projects which the Offeror has successfully completed within the last ten (10) years or currently has in progress, including projects completed under a lease agreement. In the case of joint ventures, any principal member's projects completed during the last ten (10) years or currently in progress. For each project, Offeror shall provide a brief description of how the project achieved an acceptable level of quality in the project planning, creation, design, and construction.
- 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 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 by the Offeror including scope of services and standards of performance; and
  - The Offeror's role and services provided for each project.

### **Past Performance:**

- For each project submitted as Relevant Project Experience, the Offeror shall provide at least one client or stakeholder reference, including the project/contract number, point of

contact name, address, email address, telephone and fax numbers of the client or stakeholder.

- These references must be familiar with the project and the role of the Offeror played in the project and must be able to respond to Navy inquiries regarding the degree of client (or other stakeholder) satisfaction, and must also know that they will be contacted as a reference. 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
  - 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 Offeror (and any team member) 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. In the event a Non-Disclosure Agreement precludes release of the terms of the settlement, the Offeror shall so advise in its proposal.
- The Offeror shall detail any previous or current terminations for default, debarments, or suspensions applicable to it, any team member, or key personnel.

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

**Financial Wherewithal:**

- 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). 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.
- 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.

### **Financing Experience**

- 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 Offeror's proposed leasing/development 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.**

### **Project Financing Strategy**

- The Offeror shall provide a preliminary description of the Project's economics and finances and identify the sources, and, if possible, the relative amounts from these sources, from which the Offeror expects to derive capital during development and revenue during operation of the Offeror's proposed leasing/development project.
- 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 Navy.
- Describe discussions with financial institutions detailing applicable financing and/or securing of credit for this project and provide copies of Letters of Commitment, if any, obtained from such financial institutions. For each financial institution the Offeror shall provide the name, address, telephone number, and e-mail address of a point of contact. **The Offeror shall attach a signed letter authorizing each point of contact to respond to inquiries from the Navy.**

**SECTION IV: OFFEROR'S DEVELOPMENT CONCEPT AND STRATEGY:** This factor will be used to evaluate the Offeror's proposed development concept and development strategy for clarity, specificity, and completeness. This factor will also be used to evaluate that the Offeror has a clear understanding of the anticipated design and construction elements of its proposed project; specifically including access to the Premises, the removal, remediation and mitigation of hazardous materials known to present in significant quantities in the Premises, coordination with cognizant Local, State and Federal regulators.

The Offeror shall submit the following:

### **Development Concept and Development Strategy**

- A detailed narrative describing its proposed development concept and strategy. Offeror shall identify the proposed use of the Premises in as specific a manner as possible. Providing only a general use description such as “industrial”, “light industrial”, etc. is insufficient.
- An accurate overall description of the intended project design and construction/rehabilitation/renovation methodology to be employed for Building 93. Special emphasis is required on how the Offeror’s approach addresses the entire project and how it demonstrates a clear understanding of the scope and complexity associated with the project.
- In the event the Offeror proposes the phased development of the Premises, and Building 93 in particular, the proposal must indicate how and when the phased development would occur and how the Offeror’s phased development proposal would impact on the ability of the Offeror to effectively meet the Navy’s objectives and requirements pertaining to Historic Preservation, HAZMAT Removal, Disposal and Remediation, and NEPA Compliance.
- In the event the Offeror’s development strategy is predicated upon the participation of a third-party or occupancy of the Premises, or portions thereof, by a third-party tenant or sub-lessee, the Offeror’s proposal must explain in a clear, specific, cohesive and complete manner the role of the third-party in its development strategy and the subsequent occupancy of the Premises.
- A layout plan, drawing or similar conceptual graphic depiction illustrating the proposed layout and configuration of proposed changes or modifications to Building 93 and/or any new facilities to be sited on the Premises. In the event the Offeror proposes the phased development of the Premises, and Building 93 in particular, the proposal must delineate the areas of phased development. These conceptual plans/drawings are in addition to the 15 page maximum submittal for this item; **it is not expected that the Offeror will provide design documents or schematics.**
- An Access Plan in a narrative format including a drawing indicating the Offeror’s proposed access route(s) to the Premises. The Offeror shall explain its access requirements (number of persons requiring access, frequency, time of day, etc.). These plans/drawings are in addition to the 15 page maximum submittal for this item.

## **Plans for Historic Preservation, NEPA Compliance, and Hazardous Material Abatement, Removal, and Disposal**

- Information describing the Offeror's plan to comply with the redevelopment, rehabilitation and/or adaptive re-use of historic properties and execution of the Secretary of the Interior's Standards for the Treatment of Historic Properties as described in Section 2.4.2 of this RFQ.
- Information describing the Offeror's plan to comply with the removal, disposal and remediation of the hazardous materials (including but not limited to friable asbestos and lead-based paint known to be present in the Premises) conforming to applicable Federal standards for such removal and disposal work as described in Section 2.5.2 of this RFQ.
- Information describing the Offeror's plan to comply with NEPA, permitting, and other environmental requirements set forth in Section 2.5, Environmental Considerations, and elsewhere in this RFQ. If the Offeror proposes to use a specific contractor to prepare the NEPA documentation, provide the identity of the contractor and information regarding the contractor's experience, qualifications and ability to successfully comply with NEPA and related requirements.

## **SECTION V: ACHIEVEMENT OF NAVY GOALS AND OBJECTIVES AND THE ABILITY TO MANAGE COMMUNITY RELATIONS:**

This factor evaluates the extent to which the Offeror's proposal indicates an understanding of the Navy's goals and objectives of the leasing project (as articulated throughout this RFQ and specifically in Section 1.5.3) and a realistic approach to accomplishing them. Specifically, Offerors should provide a narrative summary describing how their proposed development/use approach will be consistent with the Navy's project objectives and requirements over the term of the business arrangement and will meet the criteria/concerns addressed in Appendix "G", Prohibited Uses and Use Restrictions.

This factor will also evaluate Offerors proposed Community Relations management. The Offeror shall submit its specific approach to managing community relations during all project phases including operations. Identify any anticipated community relations issues that may arise during development and/or use.

## **SECTION VI: MARKETING PLAN:**

To be successful, a project of the envisioned scope may require marketing to potential third-party end-users. This factor will be used to evaluate the Offeror's understanding of the potential requirement for marketing the Premises to a qualified and financially capable end-user, the Offeror's experience with marketing to and securing third-party end users for its prior development projects, and assesses the extent to which the Offeror has initiated contact with qualified and financially capable potential end-user(s) for the Premises. Offerors should

recognize that the project is solely a commercial venture and not dependent on the provision of services to any Navy or Shipyard identified users.

The Offeror shall provide an overview of its proposed approach/marketing plan to identify suitable occupants for the Premises and ensure the overall financial feasibility of the Offeror's proposed development concept. Additionally, the Offeror shall provide a detailed narrative (1) summarizing the experience of the Offeror's team in successfully marketing property for third-party use, (2) identifying the specific prospective third-party end-users, if any, to whom the Offeror proposes to market the Premises, and (4) discussing previous contacts, if any, with prospective third-party end-users of the Premises. Provide letters of interest and/or support from third-party tenants, if applicable. **The Offeror shall attach a letter authorizing each identified prospective third-party end-user to respond to inquiries from the Navy.**

## **SECTION VII: CAPABILITY/QUALIFICATIONS TO DEVELOP AND IMPLEMENT BUSINESS PLAN:**

**Staffing Plan:** The Offeror is required to provide the following:

- Describe the Offeror's 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.
- Identify its "key personnel" (those persons considered critical to the accomplishment of the project) and their respective roles during development of the Business 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.

**Qualifications of Key Personnel:** The Offeror is required to provide the following:

- Provide a resume for each of the Offeror's "key personnel". Each individual resume shall not exceed two (2) pages and must include a description of the individual's duties and responsibilities, education, knowledge, skills, expertise, and other qualifications relevant to development of the Business Plan. The resume must clearly indicate whether the individual is or is not currently an employee of the Offeror.
- For each "key personnel" resume, provide a statement defining the extent of the individual's availability and corporate commitment. The statement must clearly indicate whether the individual is or is not currently an employee of the Offeror and, if not so employed, what kind of commitment the Offeror has obtained from the person or offer of employment the Offeror has made to the person to assure availability of this person during the development of the Business Plan.

## **OFFEROR'S COVER PAGE**

The Offeror's proposal must include a completed Cover Page which shall consist of a completed and signed copy of Appendix "K" to this RFQ. The Offeror must also include a signed copy of Appendix "I", Conflict of Interest Certification,

## **MATERIAL CHANGES**

Throughout the solicitation process, the Offeror shall advise the RECO in writing within five (5) business days of any "material change" affecting itself or its proposal and provide a written summary explaining the reason for the change. Failure to disclose a material change may result in disqualification from consideration for this project. Upon receipt of notice of a material change, the Navy reserves the right to request additional information relating to said material change.

"Material changes" include, but are not limited to:

- Bankruptcy/reorganization of any of the participating entities/individuals in the Offeror's proposal
- Default on any loans or any other type of debt instrument
- Twenty (20) % decrease in net worth/owner's equity
- Twenty (20) % decrease in assets
- Twenty (20) % increase in liabilities
- A sale of a portion of all of the Offeror's or participating entities' interest in said asset
- Litigation actions, pending or threatened, that may materially affect the Offeror's ability to successfully complete the transaction
- Judgment or lien against the Offeror imposed by any state or federal local taxing authority
- Other material events that may affect the Offeror's ability to complete the transaction

END OF APPENDIX "F"

**APPENDIX G**  
**DRAFT REQUEST FOR QUALIFICATIONS N40085-13-RP-00013**  
**OPPORTUNITY TO LEASE AT PORTSMOUTH NAVAL SHIPYARD, KITTERY, ME**  
**PROHIBITED USES AND USE RESTRICTIONS**

The following uses for Building 93 and the related 11.61 acres of land are prohibited:

Any use that requires unrestricted access to the site. Note: Any use of the site will require some degree of restriction as the site is located within a United States Naval facility. Further, the restrictions will vary depending on the individual users, the proposed use(s) and the needs of the United States Government. Access will be in accordance with Department of Defense (DoD) Directive-Type Memorandum (DTM) 09-012, "Interim Policy Guidance for DoD Physical Access Control."

- a. Any use by non-United States Citizens. Lease-holders, residential occupants and employees of Navy-approved commercial tenants must be U.S. citizens. Non-U.S. citizens can be visitors to the Premises but must be appropriately screened in advance of any entry onto the Shipyard or the Premises.
- b. Casinos or any other type of establishment which facilitates gambling.
- c. Public entertainment, including, but not being limited to, movie theaters, live theater, live shows, dancing, concerts, aquarium, museum and other similar enterprises.
- d. Places of commercial transient public accommodation, including, but not limited to, hotels, motels, and bed & breakfasts. Note: Some types of private non-transient residential (e.g. - leasehold condominiums) uses may be acceptable; provided access to the residential complex/units is based on a restricted access system that is compatible with the Shipyard's security requirements. Such an access system would likely entail a controlled badge or pass identification system similar to systems employed in other gated communities. Such a system must cover permanent residents, their guests and visitors, and delivery and service personnel.
- e. Sightseeing, guided tours and tourist type operations or destinations.
- f. Commercial retail uses of all types, including, but not being limited to, stores, bars, restaurants and pubs.
- g. Any use that generates a noise profile that is determined unacceptable to the Commanding Officer of the Portsmouth Naval Shipyard.
- h. Facilities, operations, or uses generating large quantities of waste material, or where significant concern exists about the presence and/or use of hazardous materials and/or petroleum products. As used herein the term "large quantities of waste material" means

any quantity of waste material that would, as deemed by the Navy, adversely affect the Shipyard's mission or adversely impact the Shipyard's relationship with its neighboring communities.

- i. For-sale residential housing involving fee simple transfer.
- j. A petroleum refinery and/or storage facility, a Liquefied Natural Gas (LNG) or Liquefied Propane Gas (LPG) facility.
- k. Commercial billboards promoting private commercial entities or political interests.
- l. District Offices or other political use by a Member of Congress.
- m. Any form of prison or correctional facility.

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

**APPENDIX H**  
**DRAFT REQUEST FOR QUALIFICATIONS N40085-13-RP-00013**  
**OPPORTUNITY TO LEASE AT PORTSMOUTH NAVAL SHIPYARD, KITTERY, ME.**

**INSURANCE REQUIREMENTS**

The Lessee shall ensure appropriate insurance is in place for the property.

**Mandatory Coverage**

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

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

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

C. Fire and extended coverage in the minimum amount of (to be determined during Phase II).

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

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

(1) Comprehensive general liability insurance in the amount of (to be determined during Phase II).

(2) Workman's compensation or similar insurance in the form and amount required by law.

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

### **Phase II Coverage**

The Selected Offeror's provision of Errors and Omissions Insurance prior to the Selected Offeror's undertaking certain Phase II requirements as set forth in this RFQ shall be discussed during Phase II.

DRAFT

**APPENDIX I**  
**DRAFT REQUEST FOR QUALIFICATIONS N40085-13-RP-00013**  
**OPPORTUNITY TO LEASE AT PORTSMOUTH NAVAL SHIPYARD, KITTERY, ME.**

**CONFLICT OF INTEREST CERTIFICATION**

**The Offeror hereby certifies that Jones Lang LaSalle Americas, Inc. did not assist in the development of this proposal for the Portsmouth Naval Shipyard Leasing Project, covered by Request For Qualifications N40085-13-RP-00013.**

**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 Jones Lang LaSalle Americas, Inc., or any of its subcontractors, for work relating to this leasing project.**

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**APPENDIX J**  
**DRAFT REQUEST FOR QUALIFICATIONS N40085-13-RP-00013**  
**OPPORTUNITY TO LEASE AT PORTSMOUTH NAVAL SHIPYARD, KITTERY, ME.**  
**FEDERAL ACQUISITION REGULATION PROVISIONS AND MANDATORY**  
**CLAUSES INCORPORATED BY REFERENCE**

This offering is carried out under 10 U.S.C. § 2667, as amended, and may result in the execution of a facility lease. In accordance with 10 U.S.C. § 2667 competitive procedures will be used to select a lessee. 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, the developer-selection process of this RFQ and any subsequent lease are not governed by the Federal Acquisition Regulation (FAR).

However, certain FAR provisions have been selected for use 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>.

The provisions of the Davis-Bacon Act will be applicable to the initial rehabilitation, development, and/or construction of the Premises. Davis-Bacon wage requirements may also apply to other efforts, depending upon the nature of the work. The lessee will be responsible for compliance.

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

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 (OCT 2010)
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 (OCT 2010)
7. FAR 52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
8. FAR 52.215-2, Audit and Records – Negotiation (OCT 2010)
9. FAR 52.222-6, Davis-Bacon Act (JUL 2005)
10. FAR 52.222-7, Withholding of Funds (FEB 1988)

11. FAR 52.222-8, Payrolls and Basic Records (JUN 2010)
12. FAR 52.222-9, Apprentices and Trainees (JUL 2005)
13. FAR 52.222-10, Compliance with Copeland Act Requirements (FEB 1988)
14. FAR 52.222-11, Subcontracts (Labor Standards) (JUL 2005)
15. FAR 52.222-12, Contract Termination – Debarment (FEB 1988)
16. FAR 52.222-13, Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
17. FAR 52.222-14, Disputes Concerning Labor Standards (FEB 1988)
18. FAR 52.222-15, Certification of Eligibility (FEB 1988)
19. FAR 52.222-21, Prohibition of Segregated Facilities (FEB 1999)
20. FAR 52.222-23, 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 Veterans (SEPT 2010)
23. FAR 52.222-37 Employment Reports on Veterans (SEPT 2010)
24. FAR 52.223-6, Drug-Free Workplace (MAY 2001)
25. FAR 52.225-9, Buy American Act – Construction Materials (SEP 2010) (applicable to construction estimated at less than \$7,777,000)
26. FAR 52.225-11, Buy American Act – Construction Materials under Trade Agreements (MAY 2012) (applicable to construction estimated at \$7,777,000 or more)
27. FAR 52.233-1, Disputes (JUL 2002)

Following is a non-exhaustive indication of environmental considerations, please note, applicability will be project/development specific:

- 1) Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.),
- 2) Hazardous Material Transportation Act (49 U.S.C. § 1801, et seq.),
- 3) Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.),
- 4) Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.),
- 5) Clean Air Act (42 U.S.C. § 7401, et seq.),

- 6) Toxic Substances Control Act (15 U.S.C. § 2601, et seq.),
- 7) Occupational Safety and Health Act (29 U.S.C. § 651, et seq.),
- 8) 10 U.S.C. § 2692, as amended,
- 9) 42 U.S.C. § 4321, et seq., as amended.

"Applicable Environmental Laws" include:

1) Federal, State, and local statutes, laws, ordinances, rules, and regulations, to which the GOVERNMENT is made subject by Federal law or to which the LESSEE is made subject by Federal and State law;

2) Executive Orders of the President of the United States;

3) Decisions of courts and administrative tribunals of competent jurisdiction;

4) Administrative orders of regulatory agencies of competent jurisdiction (involuntary or on consent); and

5) Regulations and directives of the Department of Defense, the Department of the Navy, which pertain to the human environment (as defined in the National Environmental Policy Act of 1969); transportation of hazardous material; and human health and safety (including occupational safety).

**APPENDIX K**  
**DRAFT REQUEST FOR QUALIFICATIONS N40085-13-RP-00013**  
**OPPORTUNITY TO LEASE AT PORTSMOUTH NAVAL SHIPYARD, KITTERY, ME.**  
**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 proposal 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 Proposal. I further understand that the Government and its contractors will not disclose any confidential information identified as such in these submissions.
4. **Conflicts of Interest**  
I hereby certify that to the best of my knowledge no potential conflict of interest exists between the above-identified Offeror and any "Prohibited Participant" as defined in the Request for Qualifications. As a condition of this offer, should my firm be the Highest Rated Offeror and be selected for Business and Leasing Plan by the Government, my firm will not contract with any Prohibited Participant for work relating to this project for a period of two years after the date of this selection, nor at any time with Jones Lang LaSalle Americas, Inc. or any of its subcontractors for work relating to this project.

Authorized representative and signatory for Offeror:

\_\_\_\_\_  
(Print) Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature