



The Northern Virginia Regional Park Authority
RFP #2020-001 Occoquan Regional Park
RFP Issue Date: Friday, February 7, 2020
Proposals Due: 12 PM Eastern on Friday April 3, 2020

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1. OVERVIEW OF THE OPPORTUNITY AND RFP PROCESS

1.1. Overview of the Opportunity and RFP Process

- A. The Northern Virginia Regional Park Authority, aka “NOVA Parks” (the “Authority”) is issuing this Request for Proposals (“RFP”) to provide instructions for the submittal of detailed final proposals from qualified parties (“Proposer” or “Offeror”) to design, finance, construct and operate a unique regional recreational facility (the “Project”) at Occoquan Regional Park in Fairfax County, Virginia (the “Park”) on land leased by the Authority under a long term ground lease with Fairfax County (the “County”) and to be subleased by the Authority to the successful Offeror under a long term sublease. The land to be subleased for the Project shall consist of approximately 30 acres of buildable land in the eastern portion of the Park (the approximate location of the land to be subleased for Project is set forth in Schedule 1) (the “Project Site”). The Project should be designed to attract at least 200,000 visitors a year and to offer an attraction that is substantially different from anything currently available within at least a one hundred mile radius of the Park. The vision is to create a unique destination that will complement both the planned indoor ski facility to be developed on the adjacent property and the existing facilities in the Park.
- B. The Authority is seeking a private partner to design, finance, construct and operate the Project in accordance with the Authority’s objectives. All costs associated with the design, financing, construction and operation of the Project (and associated improvements) will be borne solely by the Offeror selected to serve as the Authority’s development partner for the Project. Neither the Authority nor any of the Authority’s member jurisdictions shall provide any funding for any costs associated with the Project.
- C. Through this RFP process, the Authority will select a development partner for the Project by evaluating which proposal best responds to the Authority’s goals for development of the Project in a timely and feasible manner.
- D. Responses to this RFP are required to be submitted to the Authority no later than **12:00 PM Eastern Standard Time (EST) on Friday, April 3, 2020**. The Authority may postpone the date on which responses are to be submitted by issuing an addendum or take any other action with respect to this RFP that the Authority deems to be in its best interest.
- E. Each prospective Proposer intending to submit a proposal to the Authority in response to this RFP shall notify the Authority in writing of its intent to do so by no later than **12:00 PM Eastern Standard Time (EST) on Friday, February 28, 2020**; however, the foregoing shall not prevent the Authority from accepting and considering a proposal(s) submitted by a Proposer(s) who failed to provide such notice to the Authority.
- F. Each prospective Proposer shall be responsible for checking the Authority’s website at <https://www.novaparks.com/about/bids-proposals> on a regular basis for any updates regarding this RFP provided by the Authority and for any addendum(s) to this RFP issued by the Authority. Proposers shall be responsible to verify and obtain any addendum prior to the response due date.

1.2. Goals & Objectives:

The goal of this RFP is to explore a partnership in the form of a long-term sublease to create a unique regional recreational facility in the Park that will attract at least 200,000 visitors a year and that will offer an attraction that is substantially different from anything currently available within at least a one hundred mile radius of the Park. The Authority's vision is to create a unique destination that will complement both the planned indoor ski facility to be developed on the adjacent property and the existing facilities in the Park.

1.3. Project Scope:

The Project will be implemented through the execution of a long-term sublease for the Project Site between the Authority and the selected development partner and such other documentation as may be required by the Authority, which may include, without limitation, a pre-development agreement. The sublease will, among other things, (A) have an initial term of not less than forty (40) years, inclusive of the period required to design and construct the Project, with the potential to extend the term for up to two (2) consecutive renewal terms of ten (10) years each, and (B) obligate the development partner, as tenant thereunder, to (i) make rental payments to the Authority in amounts and in accordance with a schedule to be negotiated between the Authority and the development partner, (ii) develop a unique recreation facility of a type mutually agreed upon between the development partner and the Authority, (iii) contain certain legal and financial obligations relating to, among other things, completion of the Project, maintenance and operation of the Project and, at the election of the Authority, removal of structures at the end of the term of the sublease, and (iv) contain provisions designed to ensure that development activities with respect to the Project will be undertaken by the development partner in a manner that will not unreasonably interfere with or disturb neighboring property owners and the general public's enjoyment of the Park.

2. REQUEST FOR PROPOSALS (RFP) PROCESS

2.1. Solicitation Schedule:

The following is the anticipated RFP Schedule. The Authority may, in its sole discretion, change this schedule at any time. If the Authority changes dates in the schedule before contract award, it will issue an addendum to this RFP. It is each prospective Proposer's responsibility to regularly check the Authority's website at <https://www.novaparks.com/about/bids-proposals> for current information regarding this RFP Schedule.

EVENT	DATE
Release of this RFP	February 7, 2020
Notify the Authority of your intent to submit a proposal	February 28, 2020
Final deadline for all questions	March 27, 2020
RFP responses due	April 3, 2020
Final presentations with selected offerors regarding their proposals at the Authority's headquarters (if required by the Authority)	To be scheduled not later than May 8, 2020
Selection of Development Partner	Estimated before May 29, 2020

Note: The Authority may elect to have selected offerors make presentations regarding their proposals to the Authority at the Authority's headquarters located at 5400 Ox Road, Fairfax Station, Virginia 22039. Presentations will be an in-person opportunity for each of the selected offerors and their respective development teams to present the details of their proposals to the Authority. Such presentations will be scheduled by Authority.

2.2. Evaluation Factors and Selection:

- A. Selection shall be made of one or more Proposer(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors referenced in this RFP. Negotiations shall be conducted with the selected Proposer(s). Discussions/Negotiations shall include financial aspects of the proposals and may also include technical aspects. The negotiations shall require more detailed information from the Proposer(s) including financial proposals.
- B. After negotiations have been conducted with each Proposer so selected, the Authority shall select the Proposer which, in its sole and unfettered discretion, has made the best offer, and shall award the contract to that Proposer. Notice of any award made by the Authority shall be posted on the Authority's website at <https://www.novaparks.com/about/bids-proposals>. The Authority may cancel this RFP or reject proposals at any time prior to an award. Should the Authority determine in writing and in its sole and unfettered discretion that only one Proposer has made the best proposal, a contract may be negotiated and awarded to that Proposer. The award documents will consist of a sublease and other legal documentation required to implement the Project and will incorporate by reference all the requirements, terms and conditions of this RFP.
- C. The purpose of this RFP is to provide the Authority with a detailed, consistent proposal from each Proposer in order to facilitate a fair evaluation of each proposal by the Authority. The Authority's evaluation of each proposal will be based upon the information provided in your response to this RFP, additional information requested by the Authority, information obtained from independent sources, and formal presentations (if requested). The Authority will select the qualified party that best meets the Authority's programmatic and financial objectives.
- D. Following selection of a finalist(s), the Authority reserves the right to modify the requirements for the Project set forth in the RFP as deemed in the best interest of the Authority. The Authority makes no representations of any kind that an award will be made as a result of this RFP. The Authority reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, to request clarification of proposal data, and/or delete any item/requirements from this RFP when deemed to be in Authority's best interest.

2.3. Selection of a Finalist:

- A. The Authority's evaluation committee will evaluate proposals submitted by each qualified party to determine which proposal best meets the Authority's programmatic and financial objectives. In connection therewith, the Authority may elect to conduct negotiations with one or more Proposers. The Authority reserves the right to call for Best and Final Offers.
- B. The Authority will not enter into negotiations on a sublease and/or other legal documents with any party until a full review and investigation into such party's technical qualifications and capabilities and organizational structure and financial condition has been completed on behalf

of the Authority. The finalist shall fully and timely cooperate with the Authority's representatives and/or advisors in the performance of such review and investigation.

2.4. Communications:

- A. Throughout the procurement process, Proposers may ***only*** have contact with Brian Nolan, the Authority's Director of Planning and Development or Paul Gilbert, the Authority's Executive Director (the "Procurement Officials") or other representatives of the Authority identified elsewhere in the RFP process. Discussions or communications regarding this RFP with any other individuals associated in any capacity with the Authority, its consultants, contractors or members of the NOVA Parks Board or members of the governing bodies of the Authority's member jurisdictions, including, without limitation, the Fairfax County Board of Supervisors, are prohibited, unless otherwise approved in writing by the Procurement Official.
- B. Discussions or communications with any other person, regardless of the format, could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of the Authority's procurement process.
- C. "Proposers" includes subcontractors at all levels and joint venture members, where applicable.
- D. Proposers shall provide immediate written notice to the Procurement Official any time contact has not been limited to the Authority's Procurement Official concerning this solicitation, whether initiated by the Proposer or by other Authority employees, consultants, contractors or members of the NOVA Parks Board or members of the governing bodies of the Authority's member jurisdictions, including, without limitation, the Fairfax County Board of Supervisors.
- E. Any violation of this prohibition may result in the disqualification of the Proposer from further participation in this procurement, and from any award of any contract under this solicitation.
- F. The Procurement Officials for this procurement are:

Brian Nolan
Director of Planning and Development
Paul Gilbert
Executive Director
NOVA Parks
5400 Ox Road
Fairfax Station, Virginia 22039

2.5. Explanations and Clarifications:

- A. Any explanation or clarification desired by a Proposer regarding the meaning or interpretation of any part of this solicitation must be submitted in writing (by mail, email or facsimile) with a clear cross-reference to the relevant RFP section to the Procurement Officials and with sufficient time to prepare an appropriate response.
- B. Written requests for explanations or clarifications can be submitted at any time; however, it is the Authority's preference to receive requests by **12:00 PM EST on March 27, 2020**.

Requests that are received within seven (7) days of the proposal deadline may not be considered and the Authority is under no obligation to address them.

- C. Written explanations or clarifications provided to a Proposer concerning an interpretation of this solicitation will be furnished to all Proposers in an addendum to this solicitation to be posted on the Authority's website at <https://www.novaparks.com/about/bids-proposals>, if such information is necessary in submitting proposals or if the lack of such information would be prejudicial to uninformed Proposers.
- D. Oral explanations or clarifications given before the award of any contract do not serve to modify this solicitation and will not be binding on the Authority.

2.6. Modification/Acknowledgement of Solicitation Addenda:

- A. The Authority reserves the right to modify this solicitation. If it is amended, then all terms and conditions which are not modified remain unchanged.
- B. Proposers shall acknowledge receipt of any addendum to this solicitation to the Procurement Official by signing and returning the addendum with the proposal or separately; however, the Procurement Official should receive acknowledgment of addenda by the time and at the place specified for receipt of proposals.
- C. Failure of a Proposer to acknowledge receipt of material addenda may result in rejection of the proposal as non-responsive.

3. RFP RESPONSE REQUIREMENTS

3.1. Requirements for Proposal:

Proposers shall carefully read the information contained in Section 4.1 below and submit a complete response to all items. When organizing your proposal, please reference the item number associated with the corresponding response. Incomplete responses will be considered non-responsive and subject to rejection. Proposers may elect, at their option, to submit multiple options for the Project.

3.2. Team Information:

- A. Provide the name, address, and telephone number(s) of the principal(s) assigned to negotiate for the Proposer, and the individual who will manage the implementation of the Project for the Proposer in accordance with the sublease and other required legal documentation. If the Proposer is a corporation or partnership, the proposal should include the names of the principals, officers and directors of the Proposer and a brief description of each of their respective levels of ownership in the Proposer and/or participation in the management and operation of the Proposer. If a Proposer's proposal contemplates that a parent, affiliate or subsidiary of the Proposer will serve as the Authority's development partner for the Project, the same information shall be provided for the parent, affiliate or subsidiary, as the case may be.
- B. Clearly identify your team's proposed Project ownership structure, developer, manager, and anticipated lender and/or equity partner. The ownership structure shall include the name of (1)

the entity and state of organization that will be responsible for day to day decision making and project management during design development and construction, (2) all other entities that will have an ownership interest and/or be involved in the day to day management of the facility upon completion of the Project, and (3) a description of the formal relationship among the members of the development team.

3.3. Financing Plan:

- A. Provide detail on the Proposer's proposed financing plan for the Project. The plan must include the following:
- Approach to financing
 - Amounts and descriptions of anticipated construction and permanent funding sources
 - Amounts and descriptions of the total equity required for the Project and sources of equity
 - Cost of financing
- B. If a proposal requires financing from third party lenders or investors, the Proposer must explain how the Proposer would ensure that financing is secured and funds are available prior to the anticipated construction start date.
- C. The proposal shall expressly acknowledge that neither the Authority nor any of the Authority's member jurisdictions shall have any obligation to provide any funding for the Project.

3.4. Project Costs:

The proposal must set forth in reasonable detail the estimated costs for the Project, including, without limitation, all predevelopment and construction related costs. For such purposes, predevelopment costs shall include, without limitation, all anticipated design and permitting costs for the Project.

3.5. Term and Sublease Provisions:

- A. It is anticipated that the sublease will be for a term of forty (40) years, with the potential to extend the term for up to two (2) consecutive renewal terms of ten (10) years each. If a Proposer desires an alternative term for the sublease, the Proposer shall state in its proposal the alternative term desired by the Proposer.
- B. It is anticipated that the sublease will contain the provisions set forth in Appendix A. Please list any proposed modifications/objections to these provisions.

3.6. Structure of Rent Payments:

The proposal must include the Proposer's proposed rental payment structure, which shall include, without limitation, the proposed rent commencement date and subsequent payment dates. The Authority anticipates that any rental payment structure will include both a fixed base rent component and an additional rent component based on revenue generated from the operation of the Project; however, the Authority is open to and will consider alternative rental payment structures.

3.7. Project Pro Forma:

- A. Provide a detailed revenue and expense financial pro forma detailing all costs associated with and income derived from the operation of the Project throughout at least the first ten (10) years of the sublease term following the initial completion of the Project.
- B. The pro forma should include, without limitation:
 - All revenue and expenses, including operating and maintenance expenses and net operating income.
 - Anticipated number of visitors per year to the facility.
 - Any applicable taxes.
 - Sublease payments.
 - Replacement reserves.
 - Debt service and cash flow after debt service.
 - Anticipated capital improvements over the term of the sublease.

3.8. Concept Plan:

Provide a proposed concept plan for the development of the Project that is compatible with the project scope in this RFP. Key elements of the concept plan include:

- Conceptual design plans for the facility;
- A narrative explaining the architectural features of the facility and the significant components of the facility;
- A breakout of the square footage of the facility by category of use; and
- Conceptual plans for road access and utility connections to serve the facility.

3.9. Schedule:

- A. Realizing that the project approach will start to be solidified during the negotiation phase with the successful finalist, provide a description of a probable project approach. Discuss how you will advance the Project's requirements and the steps you would take to ensure timely completion of the Project.
- B. Include a schedule that (i) identifies all permits and other governmental approvals required to be obtained by the Proposer in connection with construction and operation of the facility, (ii) sets forth the dates by which the Proposer anticipates applying for each of those permits and approvals and (iii) sets forth the dates by which the Proposer anticipates obtaining each of those permits and approvals.
- C. Include a schedule for the design and construction of the facility, including, without limitation, proposed construction start and completion dates and key project milestones throughout the design and construction process to achieve full operation of the facility. The schedule should demonstrate the Proposer's ability to ensure that the facility shall be completely constructed and operational within three [3] years of the start of the sublease term. As noted earlier, the Authority understands that due to third party approvals/permitting, this timeline may have to be revisited.

- D. In the event of a force majeure event or other delay of the completion of the Project past three [3] years of the start of the sublease term, please describe how you would mitigate impacts to the Authority and the Park.

3.10. Utilities:

Proposer is hereby informed that the Project Site does not have adequate water or sewer access for development. The Proposer shall include the cost of developing such utility access in any pro forma/financial model required by this RFP. The Proposer shall indicate how it intends to obtain appropriate utility access.

3.11. Road Access:

Proposer shall be obligated, at its own expense, to:

- A. Construct and maintain a second ingress/egress road to the Project Site. The Proposer shall provide conceptual drawings and/or a detailed description of its plans for constructing this secondary access road. It is anticipated by the Authority that such road may connect to planned indoor ski facility to be developed on the adjacent property or to Mordor Road. The Proposer shall include the cost of developing such road in any pro forma/financial model required by this RFP.
- B. Expand/rebuild the culvert/bridge at the existing entrance road to the Park (located to the east of the boat ramp area) to accommodate two-way traffic.
- C. The Proposer shall include the cost of the aforementioned road and culvert/bridge improvements in any pro forma/financial model required by this RFP.

3.12. Obligations/Limitations Related to the Park:

- A. In the event Proposer displaces the existing Park office and/or Park maintenance facility on the Project Site, Proposer will be obligated to build comparable facilities on the Project Site, or fund comparable replacement facilities elsewhere in the Park. The office is approximately 800 sq. feet, and the Park maintenance consists of two bays with workshop area. The Proposer shall indicate if its proposal would disrupt the existing Park office and/or Park maintenance facility and, if so, detail its relocation plan.
- B. Proposer should be aware that any rooms/banquet halls that can be rented for receptions, parties, or other special events shall be limited to not more than 3,000 [cumulative] sq. ft. Proposer shall indicate if its proposed facility would contain such rooms/banquet halls.
- C. Proposer shall be aware that the Park is public parkland. The Proposer, under the sublease, shall (i) allow general public access in all parts of the Project Site except for gated or otherwise controlled fee areas/facilities and (ii) allow the park loop trail that runs along the perimeter of the park to remain open to the public from dawn to dusk. Proposer shall indicate the approximate portion of the Project Site that would be open to the public in their response.

3.13. Permitting:

Proposer shall be responsible for applying for and obtaining all permits and other governmental approvals required for the construction, operation, and maintenance of the facility. The Authority shall work with the selected Proposer to obtain a “2232 permit” for a new facility on public land. The Authority shall be the applicant for this permit. Additional information on this process can be found at the following link: <https://www.fairfaxcounty.gov/planning-development/public-facilities-review/process>. In accordance with the requirements of this RFP, the Proposer shall include the costs and estimated time requirements of permitting in any pro-forma/financial model and/or schedule required by this RFP. All costs associated with identifying, applying for and obtaining all required permits and other governmental approvals shall be borne solely by the Proposer.

3.14. Construction:

In order to guaranty the completion of the initial design, development and construction of the Project and in order to protect the interests of the Authority, all design and construction contracts relating to the initial development of the facility shall be fully assignable to the Authority and shall contain such provisions as may be required by the Authority in connection therewith.

3.15. Confidential Data:

If applicable, the outside of the proposal must be marked to denote proprietary information is contained in the documents. Written notice of proprietary information must be submitted as the first page of the proposal. Notice must specifically identify the applicable portions of the proposal that contains data or materials to be protected and state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted must be identified on the applicable page(s) within the proposal, by some distinct method, such as highlighting, underlining, etc. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection and return of the proposal. Disclosure of requested information will be determined in accordance with Virginia law.

3.16. Late Submission and Modifications of Proposals:

- A. It is the responsibility of the Proposer to submit its proposal by the due date and time set forth in this RFP. Any proposal received after the exact time specified for receipt will not be considered and will be rejected.
- B. Any modification of a proposal, except a modification resulting from the Procurement Official’s request, is subject to the same conditions above.
- C. Any modification of a proposal should be prepared on company letterhead, signed by an authorized representative, state that the new document supersedes or modifies the prior proposal, and be resubmitted to the Procurement Officials as required pursuant to this RFP.
- D. A modification resulting from the Procurement Official’s request for a “best and final” offer received after the time and date specified in the request may not be considered unless received before award, and the late receipt is due solely to mishandling by the Authority.

3.17. Withdrawal of Proposals:

Proposals may be withdrawn by written notice to the Procurement Officials before the deadline established for receipt of proposals. If withdrawn in writing, withdrawals must be made on company letterhead and signed by an authorized representative of the Proposer. Proposals may only be withdrawn by the Proposer's authorized representative, provided the identity of the person requesting withdrawal is established and the person signs a receipt.

3.18. Award of Contact:

- A. Basis of Award. After negotiations have been conducted with each Proposer so selected, the Authority shall select the Proposer which, in its opinion, has made the best proposal, and shall award the contract to that Proposer. Should the Authority determine in writing and in its sole and unfettered discretion that only one Proposer is fully qualified, or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer.
- B. Determination of Responsibility. The contract will be awarded to the responsive and responsible Proposer whose proposal, conforming to this solicitation, will be most advantageous to the Authority, technical and financial factors considered. A responsible Proposer is one who affirmatively demonstrates to the Authority that it has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under this solicitation and laws or regulations applicable to this procurement. The Authority reserves the right to investigate the capabilities of Proposers, confirm any part of the information furnished by a Proposer, and require other evidence to determine that the Proposer is responsible.
- C. Notice of Award. Any award of a contract resulting from this RFP shall be posted by the Authority on the Authority's website at <https://www.novaparks.com/about/bids-proposals>.
- D. Contract Language. With respect to all legal documentation to be entered into in connection with the Project, the Proposer agrees as follows: (i) all documents shall be governed by the laws of the Commonwealth of Virginia; (ii) no documents shall require the Authority to indemnify and hold harmless any party; (iii) no documents shall require the Authority to enter into reimbursement arrangements relative to attorneys' fees; and (iv) no documents shall require the Authority to submit any dispute to arbitration or mediation, other than non-binding mediation. The foregoing shall be non-negotiable.
- E. Proposer's Responsibility for Services Proposed. It is understood and the Proposer hereby agrees it shall be solely responsible for all services they propose, notwithstanding the detail present in the RFP.
- F. Incorporation of RFP and Proposal. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this RFP and the Proposer's proposal as negotiated.

3.19. Cancellation of Solicitation:

The Authority may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

3.20. Ethics in Public Contracting:

By submitting their proposals, Proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

3.21. Debarment Status:

By submitting their proposals, Proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

4. SUBMISSION REQUIREMENTS

4.1. General Format:

- A. Proposers shall complete the Rent Submission Form attached hereto and include such with their proposals.
- B. For the initial qualifications stage, submit six (6) original hard-copy and one (1) electronic copy (via CD/DVD/flash drive) of your proposal that can be readily disseminated among the Authority's evaluation committee members.
- C. Proposals shall not exceed 35 one-sided pages; provided, however, if a proposal includes more than one option for the Project, the proposal may include up to an additional 5 one-sided pages for each additional option that addresses solely the specifics of that option. The page count includes charts, graphs, pictures, tables, and submittals, etc. The page count excludes the proposal cover sheets (back and front), blank sectional/numerical dividers, any required Authority forms, pro forma, and any table of contents. It also excludes resumes of new key personnel, which should be appended at the end of the proposal response.
- D. Erasures or other changes must be initialed by the person signing the proposal.
- E. Proposals signed by an agent of the Proposer (other than an officer or a partner) should be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the Authority).

- F. Proposal documents shall be prepared in single-spaced type, on 8-1/2" x 11" pages. Pages shall be numbered to show the page number and total number of pages in the proposal (e.g., Page 1 of 15, Page 2 of 15, etc.).
- G. To provide uniformity and to facilitate comparison of proposals, all information submitted should clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP.
- H. All names and applicable titles shall be typed and printed where indicated on the various documents. Required entries on all proposal documents shall be typed using black ribbon, printed using dark printer ink, or legibly written in dark ink (no pencil).

4.2. Authority’s Website

The Authority will post to the Authority’s website at <https://www.novaparks.com/about/bids-proposals> answers to questions submitted by qualified parties, addenda, and, if applicable, any due diligence materials and other items deemed appropriate by the Authority.

4.3. Submission Instructions:

- A. Copies of your proposal should be delivered to the representative at the address shown below no later than **12:00 PM EST, on April 3, 2020.**

Submitted to:
NOVA Parks 5400 Ox Road Fairfax Station VA, 22039 Attn: Brian Nolan

- B. Proposers should not contact any other parties of the Authority or advisors of these entities with regard to this opportunity. Proposers are advised that unauthorized contacts with officials or related parties of the Authority or any of its member jurisdictions may result in elimination from this RFP process.

APPENDIX A

Required Sublease Provisions

The Sublease to be entered into by the Authority and the selected development partner (“Developer”) shall include the following provisions:

- A. A provision incorporating all of the requirements, terms and conditions of the RFP.
- B. A provision providing that the Project Site is being leased on an “as-is, where is, with all faults” basis.
- C. A provision requiring Developer to obtain the Authority’s initial approval of the plans and specifications for the Project and, following the Authority’s initial approval of the same, a provision requiring Developer to obtain the Authority’s approval of any material changes thereto.
- D. A provision requiring Developer to obtain all requires permits and approvals for the development and operation of the Project, including building permits and site plan approval. The Authority and Developer will work collaboratively to obtain the “2232 Permit”.
- E. A provision requiring Developer to assign all plans and related construction documents (including all copyright and intellectual property rights in connection therewith) to the Authority following any termination of the Sublease.
- F. A provision requiring that Developer collaterally assign all Project contracts, including the construction contract, to the Authority as security for Developer’s obligation to complete the design, development and construction of the Project.
- G. A provision requiring Developer and its construction contractor to adhere to a standard of care equivalent to the highest and best standard of care, quality, attention and judgment in the construction industry in connection with the development and construction of the Project.
- H. A provision requiring Developer to establish goals for MBE/WMBE/ESB participation in the Project and to use good faith efforts to meet those goals.
- I. A provision requiring Developer to post payment and performance bonds as security for Developer’s obligation to complete the design, development and construction of the Project.
- J. A provision requiring Developer to provide the Authority with ongoing inspection rights with respect to the Project Site and the Project.
- K. A provision providing that, as to any environmental conditions that may be found on the Project Site, the Authority shall have no liability for such environmental conditions unless such environmental conditions resulted from actions taken by the Authority on the Project Site during the period of the Authority’s ownership of the Project Site.
- L. A provision prohibiting Developer’s use of groundwater from the Project Site.
- M. A provision permitting Fairfax County access to the Project Site for purposes of monitoring and maintaining existing monitoring wells and, if necessary, for purposes of installing, monitoring and maintaining additional monitoring wells.

- N. A provision requiring Developer to indemnify, defend and hold the Authority and Fairfax County harmless from any and all claims arising from the development, construction and operation of the Project and/or from the negligence or willful misconduct of Developer, its employees, agents and contractors.
- O. If the Project is to be operated and/or managed by a third party, a provision requiring Developer to obtain the Authority prior written approval of the proposed operator and/or manager.
- P. A provision prohibiting any assignment of the Sublease or any subletting of the Project without the prior written consent of the Authority and Fairfax County.
- Q. A provision providing that the Sublease is subject and subordinate to the terms of the Ground Lease by and between Fairfax County, as lessor, and the Authority, as lessee, pursuant to which the Authority holds a leasehold interest in the Project Site.
- R. A provision providing that Developer may grant Leasehold Mortgages to lenders providing financing for the Project, subject to the Authority obtaining the consent of Fairfax County thereto; provided the aggregate amount of all such Leasehold Mortgages at any given time shall not exceed an amount equal to the then current fair market value of the Project.
- S. A provision expressly acknowledging that neither Fairfax County nor the Authority shall be required to subordinate their respective interests in the Project Site to any Leasehold Mortgages granted by Developer.
- T. A provision requiring that any major disputes between the parties will be submitted to non-binding mediation prior to either party instituting legal action against the other with respect to such dispute.
- U. A provision providing that the Sublease will be governed by and construed under the laws of the Commonwealth of Virginia.
- V. A provision providing that any legal proceedings arising out of or related to the Sublease may only be instituted in the Circuit Court for Fairfax County or the U.S. District Court for the Eastern District of Virginia.
- W. A provision providing that each party is responsible for its own attorneys' fees in connection with any litigation or dispute arising under the Sublease.
- X. A provision granting the Authority a right of first offer in the event Developer intends to sell, transfer or otherwise convey its interest in the Sublease and the Project.
- Y. A provision granting the Authority a right of first refusal in the event Developer receives an unsolicited offer to purchase Developer's interest in the Sublease and the Project.
- Z. A provision allowing the Authority to terminate the Sublease for convenience prior to approval by the Authority of the plans and specifications for the Project and Developer's execution of a construction contract for the Project.

SCHEDULE 1

The Project Site



Rent Submission Form

Guidelines:

Upon award of lease, the lessee will be responsible for a one-time payment of \$50,000 within 90 days. Annual lease payments would begin starting at the opening of operations. This is designed to assist the lessee during the period of permitting and construction.

In the spaces below offer a base proposal with a minimum lease payment of \$150,000 per year, adjusted annually for inflation at 4%. Also, propose a percentage of gross revenue from all or part of the operations (be specific about sources). Annually an audit from an accounting firm will be provided that documents the gross revenue from the previous fiscal year.

If the proposer wishes to offer an alternative rent payment structure in addition to the base offer, that is acceptable. Justification and a 10-year forecast should accompany an alternative.

Base Rent Payment (must be at least \$150,000 per year): _____

Percentage of Gross Revenue: _____

If Gross Revenue is only for certain elements of the overall operation, please define those elements in the attached proforma, and specify them in this proposal.

10 year forecast of projected Gross Revenue based Rent Payments (payments to the Authority based on revenue):

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

Year 6: _____

Year 7: _____

Year 8: _____

Year 9: _____

Year 10: _____

Proforma & Examples:

Attach a financial proforma of projected revenues and expenses for at least ten years. Also, reference existing examples of similar facilities and available financial information on the relative success of those operations.

Alternative Proposals

Proposers are expected to offer a base rent proposal based on the format provided above. If proposers wish to offer an alternative, they may do so. Alternatives might vary payments or percentages based on years or levels of gross revenue.