

PRE-PROPOSAL CONFERENCE

RFP

A pre-proposal conference will be held on (date to be determined), at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room (room to be determined), Fairfax, Virginia. All interested offerors are urged to attend.



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3223 TTY: 1-800-828-1140

ISSUE DATE:	REQUEST FOR PROPOSAL NUMBER:	FOR: Adaptive Reuse of the former Lorton Reformatory and Penitentiary
DEPARTMENT: Department of Planning and Zoning	DATE/TIME OF CLOSING: /	CONTRACT ADMINISTRATOR: : _____/703-324-____ or; _____@fairfaxcounty.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, , delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole Proprietor)

Prompt Payment Discount:

___% for payment within ___ days/net ___ days

Fairfax Business Prof. & Occupational Licensing (BPOL) Tax No.

By signing this proposal , Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION

State in which Incorporated: _____

Vendor Legally Authorized Signature

Date

Print Name and Title

Secretary

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/ time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



SPECIAL PROVISIONS

1.1. SCOPE OF PROPOSAL:

Fairfax County Virginia, is seeking to join in a public/private effort to adaptively reuse the former Lorton Reformatory and Penitentiary site of approximately 79-acres. This Request for Proposal (RFP) is coupled with the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA), and the adopted Fairfax County Procedures for the PPEA, in seeking a private developer to join in a public/private effort to develop the former Lorton complex area known as the Reformatory and Penitentiary through the adaptive reuse of existing buildings and new infill building construction. This development will serve the expanding south county region and create a unique destination functioning in harmony with the surrounding uses including single-family residential, senior living residential, schools, a planned arts center, and parks.

The 79-acre site, located on the southwestern side of Silverbrook Road west of I-95 (tax map 107-1), is part of a 2,400 acre parcel of land that was acquired by the County from the Federal Government in 2002. Appendix A contains reference site photographs. The parcel is 14-miles from Washington, DC, and within one of the Country's most affluent and well-educated communities.

Fairfax County seeks proposals from developers who desire to establish a partnership with the County to create a unique and world-class development of residential, retail, commercial, and educational space within the former Reformatory and Penitentiary complex. The County is prepared, as appropriate, to enter into various types of financing arrangements as permitted by the Code of Virginia and/or the Reuse Plan, and that are consistent with the County's long standing financial policies.

As a condition of this RFP, the County is requesting the adaptive reuse of buildings on the adaptive reuse site in accordance with the requirements pertaining to the adaptive reuse of the historic district structures and other requirements as set forth in the Memorandum of Agreement (MOA). See section 1.5.2.2 for more information about the MOA. Some demolition and removal of buildings has already occurred on the site. Future development may require the removal of additional buildings to accommodate new infill development. Proposed development should seek to retain and adaptively reuse to the greatest extent possible the historic buildings on the site in such a way as to preserve the historical integrity of the site. Section 1.5.1 describes conceptual development scenarios for the adaptive reuse site.

Proposed development should also be compatible with adjacent properties, both planned and existing, including the residential properties north of Silverbrook Road, and the historic buildings within the adjacent Spring Hill development. Each proposal will be evaluated on the attainment of the primary objective outlined for this project: the accelerated development of the reuse area at least cost to the County. Proposals may include other redevelopment within Laurel Hill, including but not limited to, park improvements.

Proposals should be creative and consistent with all applicable ordinances, codes and the Fairfax County Comprehensive Plan. The design should be such as to serve as an example for other high quality redevelopment in the Laurel Hill Community Planning Sector.

The development will have the benefit of certain proffers and improvements described below. Certain improvements will also be expected of the developer, such as providing road and frontage improvements, storm water management facilities and infrastructure construction. Existing and planned road, storm water, and infrastructure features are described in the body of this solicitation.

The property is currently zoned "Residential Conservation" (RC). The County expects to initiate all rezoning actions necessary to permit the development of the property. All other rezoning or special exception applications necessary to permit activities or structures proposed on other sites will be the sole responsibility of the developer in accordance with applicable Federal, State and local regulations.

Nevertheless, understanding the relationships between quality of development and development costs, the County does not desire to constrain the flexibility of potential RFP respondents in devising

innovative approaches which combine high quality -- including attractiveness, durability, maintainability and flexibility -- with economical design concepts and construction techniques. Therefore, this solicitation does not establish guidelines for quality of construction in terms of the cost per square foot.

Additionally, the proposed Public/Private partnership is not limited to actions only at the adaptive reuse site and could include benefits to other planned, but as of yet but unfunded, public projects such as the proposed middle school, fire or police substations, or library.

1.2. PROJECT OVERSIGHT

1.2.1. Laurel Hill Project Advisory Citizens Oversight Committee

The Laurel Hill Project Advisory Citizens Oversight Committee ("Committee") was established by the Fairfax County Board of Supervisors to monitor the development of the Reformatory and Penitentiary areas. The Committee continues the work begun by the Laurel Hill Adaptive Reuse Citizen Advisory Task Force. The goal of the Committee is to ensure that the development process is objective and transparent to all County stakeholders and implemented in accordance with all relevant documents, including the Memorandum of Agreement, the County Comprehensive Plan (specifically those portions of the plan that pertain to the Reformatory and Penitentiary areas) and the final Laurel Hill recommendations approved by the Board of Supervisors.

Past activities of the Laurel Hill Project Advisory Citizens Oversight Committee can be reviewed in the archive of monthly newsletters distributed by the Committee to help keep citizens informed about the ongoing process to reuse former prison buildings at Laurel Hill. These newsletters and more information about the Committee can be viewed at:

<http://www.fairfaxcounty.gov/dpz/laurelhill/projectadvisory.htm>

1.2.2. Department of Planning and Zoning

The County Department of Planning and Zoning will dedicate full-time staff to the coordination, planning and management efforts related to the project. Additionally, the county has resource staff persons and established resource teams available to work directly with, and provide support to, the adaptive reuse activities at Laurel Hill. These staff and teams will remain in place during the duration of the project.

1.3 PRE-PROPOSAL TOUR and CONFERENCE

A pre-proposal tour will be held on (date to be determined) at (time to be determined) A.M. at the project site located at (location to be determined).

A pre-proposal conference will be held in the Fairfax County Department of Purchasing and Supply Management, 12000 Government Center Parkway, Room (to be determined), Fairfax, Virginia. Attendees requiring special services for either the tour or the conference are asked to provide their requirements to the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements

The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal.

CONTRACT COMPLETION AND RENEWAL:

The period of this contract shall be from _____ or the date of the award whichever is later,

through

Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract. The contract will provide that if such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County will be entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

1.4 SITE HISTORY AND BACKGROUND

1.4.1 History of the Site and Early Planning Activities

In 1910, the United States Government acquired a tract of undeveloped land on the Occoquan River and established a prison workhouse for the District of Columbia. In 1914, the government acquired additional acreage, bringing the size of the site to approximately 2,550 acres, and began constructing the Central Facility of the prison. Title to this land was in the name of the United States, and it was a Federal Reservation, much like a military base, hence the name Lorton Reservation. Fairfax County, in its first Comprehensive Plan, dated 1958, recognized that this area of the County was largely impacted by the presence of these facilities and planned the area for Public Facilities, Governmental and Institutional uses.

Other governmental and institutional uses were established as the result of a February 14, 1973 Memorandum of Understanding between Fairfax County, the District of Columbia and the Metropolitan Washington Waste Management Agency. Under the terms of the Memorandum of Understanding, 801 acres were allocated for landfill uses, for the I-95 Energy/Resource Recovery Facility, for recreational uses, and for roads, buffer zones and related uses. Also in 1973, Fairfax Water expanded their operations by acquiring a former quarry located west of Ox Road (Rt. 123) along the Occoquan River. In 1990, the I-95 Energy/Resource Recovery Facility began operations and is under a 20-year management contract, renewable in 2011.

In 1991, language was adopted by the Board of Supervisors which encouraged the relocation of the D.C. Department of Corrections operations and redevelopment of the property. The text, in part, read "Development or redevelopment of the site should provide a planned mixed-use residential, education, employment, recreational community with a variety of housing and employment opportunities, with sufficient off-site transportation improvements."

On February 13, 1995, the Board of Supervisors established the Lower Potomac Land Use Citizens Advisory Committee to study the D.C. Department of Corrections property and make recommendations for future development potential. The resulting study provided the framework for future redevelopment scenarios.

In 1998, Congress authorized the Administrator of General Services to dispose of or convey the property in Fairfax County known as the Lorton Correctional Facilities Complex under the Lorton Technical Corrections Act of 1998. This legislation mandated that the County formulate a reuse Plan for the Lorton Correctional Complex that maximized open space, parkland, and recreation uses. The act also contained language reserving land to facilitate a land trade. As permitted under this legislation, the purpose of the land trade was to transfer development rights from an approximately 800-acre property in Mason Neck to approximately 250 acres on the Corrections Property. The Board of Supervisors in July, 1999, adopted a new plan that reduced the development potential and re-planned most of the Corrections Property for parkland. Portions of the parkland were designated for use by the Fairfax County Park Authority and the Northern

Virginia Regional Park Authority. Park planning for the Fairfax County Park Authority portion of the site began in April 2003 with a park master plan approved in July 2004.

1.4.2 Laurel Hill Adaptive Reuse Citizens Advisory Committee

The Board of Supervisors, on March 10, 2003, assigned the responsibility for guiding the planning of the Occoquan Workhouse and the Central Facility to the Laurel Hill Adaptive Reuse Citizens Advisory Committee (referred to here as the “Task Force”). Task Force representatives were appointed from each magisterial district within the County, in order to maintain a high degree of countywide citizen involvement.

In April 2003, the Task Force voted unanimously to recommend the Lorton Arts Foundation’s (LAF) arts, cultural and educational concept for the Occoquan site. The Board of Supervisors accepted the recommendation and voted to endorse the LAF concept the following month.

On November 19, 2004, the Task Force voted unanimously in favor of its land use and process recommendations for the Reformatory and Penitentiary area, and submitted the recommendations to the Board of Supervisors on December 6, 2004. The Task Force recommendations were developed to accomplish the following desired outcomes:

- Preserve the essential historic core (both physical and symbolic) of the Workhouse and Reformatory/Penitentiary sites
- Minimize the present and future financial burden on the taxpayers
- Promote socially positive and acceptable reuses that compliment other development on site and in the surrounding community
- Provide flexibility and transparency in the actual development process going forward
- Permit adaptive reuse of Laurel Hill into something of far-reaching significance and consequence – both exciting and uplifting

The Task Force’s Recommendations, and other background information pertaining to the site, are available online at:

<http://www.fairfaxcounty.gov/dpz/laurelhill/recommendations.htm>

In 2005, the Laurel Hill Project Advisory Citizens Oversight Committee was established to focus on the adaptive reuse activities at the reformatory and workhouse. This committee maintains an active role in the development of the Reformatory and Penitentiary, as described previously in section 1.2.1 of this document.

1.4.3 Comprehensive Planning Activities

The Laurel Hill Community Planning Sector (designated “LP1” by the county) is defined in the Concept for Future Development as a Suburban Neighborhood and a Large Institutional Land Area. This area is planned for primarily public ownership, with two notable exceptions: the area north of Silverbrook Road, which includes land that has been developed for residential use and the northwestern portion of the former Reformatory and Penitentiary site, which includes land that has been approved for housing for active adults and independent seniors. The remaining area is planned primarily for park uses with some land reserved for other public facilities, such as a fire station and public schools, as well as institutional uses such as cultural and higher educational facilities.

Area-wide recommendations and proposed land use in the Laurel Hill area are described in the proposed Plan Amendments to the Comprehensive Plan, available online at

<http://www.fairfaxcounty.gov/dpz/comprehensiveplan/planamendments.htm>

These Plan Amendments are scheduled for public hearings in March 2006.

1.5 ADAPTIVE REUSE PROJECT

1.5.1 Adaptive Reuse of the Reformatory and Penitentiary

The portion of the former Lorton Prison that was the Reformatory and Penitentiary was identified by the Task Force for adaptive reuse to accommodate mixed-uses that include education, office and research, retail and residential uses. The residential components suggested were a mix of market rate and magnet housing. The magnet housing should complement the surrounding education, cultural and other public uses.

The development of the site may occur in one phase by reusing both the Reformatory and Penitentiary areas or in multiple phases. Under any scenario, issues affecting the entire 79-acre site should be addressed through a coordinated development plan. Design sensitivity to historic architecture and the creation of a high quality project are key elements for any adaptive reuse proposal to be considered. The consideration of historic structures was discussed in section 1.5.2.2, Memorandum of Agreement and National Register District Designation. Architectural standards and guidelines are discussed in section 1.4.2.1.

The development should seek to minimize County financial participation, and leverage that participation to create a viable, self-sustaining development.

The Reformatory area consists of the former dormitories, administrative buildings, and cafeteria. An open space quadrangle creates a grassy separation of the dormitories. The Laurel Hill Project Advisory Citizens Oversight Committee (section 1.2.1) suggested such adaptive reuses in this area as magnet and market rate housing. The Task Force suggested a range of 50-125 loft type residential units in the adaptively reused existing structures, with flexibility to allow for exterior modifications necessary to meet the requirements of residential use. Magnet housing units are envisioned to provide housing for professionals such as educators and public safety specialists.

Two buildings located in the southwest portion of the Reformatory, the Chapel (R-44, built in 1961) and the Program Building (R-89, built in 1987), are not on the list of contributing structures prepared for MOA, but may have the potential for adaptive reuse. The Task Force did not suggest a specific function or use for the Chapel (estimated 18,000 GSF) or the two-story Program Building (approximately 16,300 GSF).

The Chapel, though not a contributing structure in the MOA, is a contributing structure in the National Register District and may thus be eligible for historic tax credits. The Program Building is not in the proposed National Register District nor listed as a contributing structure in the MOA.

The Task Force recommendations envisioned a Village Center development between the reformatory and the ball field, consisting of a mix of retail, professional office, and residential uses. The existing buildings contain the large laundry building, the power plant building and smaller buildings that were associated with prison functions. An open space behind the cafeteria is brick-paved and could serve as a pedestrian plaza. The Task Force recommended a range of 40,000-60,000 square feet of retail and professional office space. The Task Force concept was of a Village Center that served as a "Main Street" of combined rehabilitated contributing buildings along with new, infill construction. No specific determinations were made in the Task Force report for the location, type, or size of any new infill construction.

A Village Center could serve as a distinct retail destination of mixed uses, designed to create a unique environment. Uses may include restaurants, specialty stores, convenience retail and small professional office uses. The creation of a “unique” or “distinct” environment may involve innovations related to the type of uses, the mix of uses, innovative adaptive reuse ideas, the interplay of adaptive reuse design with new construction, or the creation of retail, commercial, office or residential opportunities that stand in contrast to familiar development schemes.

The Task Force report noted that consideration may also be given to the development of an additional block of condominium/loft units in the Village Center, east of the main street. The report recommended a range of 10-30 residential units.

The Task Force recommended that the Ballfield area contain a recreational amenity for the site and surrounding users. The ball field stands are identified as a contributing feature in the National Register District. Recreational amenities should include pedestrian linkages to the Laurel Hill Greenway trail, adjacent park areas and the reuse areas.

The adaptive reuse of the Penitentiary may include the rehabilitation of the existing quadrangle for a range of education and education related uses, supporting office and research facilities, or other uses. Any other uses such as residential housing should reflect market needs or opportunities that minimize dependence on schools – such as dedicated senior living and graduated care uses. The Task Force recommended education uses from 50,000 to 125,000 square feet. A perimeter wall surrounds the Penitentiary. The wall is approximately 15 – 25 feet in height and has been lowered in recent years due to safety concerns. The wall is not listed as a contributing structure in the MOA but is identified as such on the National Register. Two buildings are located outside the wall, on the eastern side of the site.

1.5.2 Historic Preservation and Design Guidance

1.5.2.1 Historic Preservation

Development of the site should emphasize the rehabilitation of historically relevant structures for adaptive reuse. Alterations and additions to buildings should complement existing architecture and be in accordance with the Secretary of Interior’s Standards for rehabilitating historic buildings and the architectural standards and guidelines described above.

New construction may be necessary to address the needs of future users. New construction should be undertaken in a manner that is compatible with and complementary to the existing character of the historic district, and which considers the distinctive architectural and landscape of the area. The location of new buildings should be carefully considered in context of the historic building patterns.

In 2001, the General Services Administration entered into a Memorandum of Agreement (MOA) with the Advisory Council on Historic Preservation, the Virginia Department of Historic Resources, Fairfax County, the Lorton Heritage Society, the Fairfax County Park Authority, Fairfax County Public Schools, the South County Federation, and the Northern Virginia Regional Park Authority. A copy of the MOA is provided in Appendix B. The MOA, negotiated as part of the transfer of Laurel Hill from federal to county ownership, stipulates the requirements for future actions affecting the eligible historic district.

The MOA identifies historically contributing and non-contributing resources and contains covenants and procedures that govern any new construction, alteration, demolition, and adaptive use of historic structures on the subject property that have been identified as part of a National Register-eligible Historic District (“Eligible District”). The “Eligible District” status identified in the MOA remains in effect for the purpose of dealing with actions on the former prison site. The “Eligible District” status changes if the area is designated a Fairfax County historic overlay district. An overlay district has not been created. There are approximately 67

buildings and structures associated with the reformatory and penitentiary in the above-referenced "Eligible District." These include towers, dorms, cell blocks and shop buildings.

The MOA provides procedures for any undertaking, including but not limited to demolition and new construction, within the MOA-defined "Eligible District" at Laurel Hill. Paragraph 7 of the MOA neither prohibits nor restricts demolition of contributing structures/buildings or new construction and does not automatically add additional structures/buildings to those currently subject to the restrictions of the MOA.

A National Register of Historic Places District was created at Laurel Hill in February, 2006. This National Register designation allows developers to seek certain tax credits as part of the adaptive reuse of buildings within the District. Listing on the National Register carries no federal requirement that the designated contributing and non-contributing resources or structures at Laurel Hill be restored or maintained.

On November 21, 2005, the county Board of Supervisors passed a motion to clarify that their endorsement of the National Register nomination did not add further restrictions to potential development partners in the Board's adaptive reuse plan, noting that the National Historic Register nomination is an honorary designation. The motion reiterated that the Board's MOA is the document agreed to by all parties as part of the transfer of Laurel Hill from the federal government to the County in 2002 and that the MOA identifies a process for review of reuse proposals which may include alteration or demolition some structures. A copy of the motion is provided in Appendix C.

Developers interested in pursuing historic tax credits for the adaptive reuse of structures within the reformatory and penitentiary should possess the requisite expertise for understanding federal or state guidelines and a knowledge of the application process for seeking tax credits. To the extent possible, the county will assist developers in their coordination with either federal or state agencies that oversee historic tax credit programs. The county will not be able to provide legal assistance to developers as it pertains to negotiations with these agencies.

1.5.2.2 Design

Adaptive and new development should be sensitive to the historic architecture of the site and create a built environment that enhances the pedestrian oriented area. Parking areas should be provided to meet County and user requirements, offer convenience to the uses and designed, if practical to be visually unobtrusive.

As stated, the development of the reformatory and penitentiary area should seek to create a unique environment in Fairfax County and the region. Proposed development should create a focal point and activity center for the community. In addition, the development should complement the surrounding park areas by providing services to the park users and linkages to the parks and trails.

The county has undertaken the development of architectural standards and guidelines to assist developers with the adaptive reuse and new construction. These standards and guidelines will be developed with the ARB and take into consideration the previous lessons learned from the architectural review of proposed adaptive reuse and new construction for both the Lorton Arts Foundation (Occoquan Workhouse) and Spring Hill development. It is anticipated that a draft version of the standards and guidelines will be available in the spring of 2006.

1.6 EXISTING and PLANNED INFRASTRUCTURE, AMENITIES, and IMPROVEMENTS

1.6.1 Transportation, Public Transportation, and Local Access

The Laurel Hill Community Planning Sector is served by an extensive transportation network. Primary highway access into the area is provided by Interstate 95 and U.S. Route 1, both located to the east and south of Planning Sector LP1, and Virginia Route 123, which passes north/south through the western portion of LP1. Secondary roadway access into LP1 is provided by five arterial roads: Lorton Road, Silverbrook Road, Furnace Road, Hooes Road, and Pohick Road.

A county-sponsored transportation study is underway for all of the roadways in the Laurel Hill area to determine roadway capacity, alignment, and access needs as they relate to current, planned, and future uses. Of key consideration will be the proposed realignment of Lorton Road through the Laurel Hill area. Recommended road improvements and changes to the county's Transportation Plan will be made in early 2006. Future improvements are also anticipated for the I-95/Lorton Road interchange to accommodate increased traffic expected to enter Shirley Highway from the Laurel Hill area.

Future public transportation service improvements in the Laurel Hill area will need to take advantage of the proximity of the site to the Virginia Railway Express (VRE) Commuter Rail Station in Lorton, the existing park and-ride facility located south of Lorton Road near the I-95 interchange, and the Shirley Highway I-95 high-occupancy vehicle (HOV) lanes. The availability of these facilities for commuting to and from this area provides opportunities for future enhancement of transit and HOV usage.

Primary access to the adaptive reuse site will be from the north and the new intersection on Silverbrook Road serving the Spring Hill development and from the south and the existing entrance drive on Lorton Road. This latter drive is planned to be extended on the west side of the adaptive reuse area to tie into Laurel Crest Drive. The County has no plans at this time to design or build this drive extension to Laurel Crest Drive and any proposed access from Laurel Crest Drive would need to be described in the developer's offer.

1.6.2 County Trail System

The county intends for the Laurel Hill Greenway to inter-connect with the redevelopment area and the adjacent areas and be integrated in a manner that creates a focal feature of the area. The Greenway is planned to run between the Spring Hill Senior Living property and the present penitentiary wall then continue between the reformatory and Spring Hill. Development proposals may incorporate portions of the trail into their design or proffer to make improvements to the trail system in the area around the adaptive reuse site.

1.6.3 Laurel Hill House

The Laurel Hill house, located adjacent to and southeast of the Reformatory and Penitentiary site and the surrounding 20-acre gardens are heritage resources included in the National Register District. The adaptive reuse of the Reformatory and Penitentiary could potentially utilize the Laurel Hill house and surrounding area. The County intends, in 2006, to determine the historic elements of the original structure and prepare a conservation and use plan for the property. Interested developers may consider incorporating the house and property into their development plans, but this is not a requirement. Adaptive reuse or new development should consider the historic nature of the site and the need to preserve this resource.

1.6.4 Public Facilities

The Laurel Hill area has several major countywide public facilities, including the I-95 Landfill, the I-95 Resource/Recovery Facility and the Fairfax Water. The I-95 Landfill and the I-95 Energy/Resource Recovery Facility are planned for long term retention while the I-95 Landfill is under closure procedures of 30-year duration.

Additional public facilities are anticipated as the area develops. These uses include an elementary school, a middle school, and a potential fire station or substation to serve the surrounding area and new residential development. Specific plans include the following facilities:

- An elementary school site and a middle school site have been provided to serve both the needs of the planned residential development and the surrounding residential areas.
- A site of approximately 5 acres will be considered for future fire station facilities. The preferred location is on the south side of Furnace Road between Hooes Road and Lorton Road. There is also the potential need for a future police substation, which may co-locate with the fire and rescue station.
- Developers proposing in response to this RFP may consider these – or other – public facilities as part of their offer. There is no requirement that these facilities be made a part of the adaptive reuse plan.

1.6.5 Building Stabilization, Hazardous Material Abatement, On Site Improvements

The Reformatory and Penitentiary site has undergone a variety of improvements including building demolitions and the transfer of five buildings (four dormitory buildings and one commissary building) to the Spring Hill development. In addition, building surveys have identified the need for hazardous materials abatement, weatherization, and stabilization. The county is actively pursuing abatement and stabilization activities in 2006 with this work expected to continue through 2007.

Table 1-1: Summary of Reformatory and Penitentiary Abatement and Stabilization Activities shows past, current, and future activity at the Reformatory and Penitentiary. The exact buildings and the sequence of activities are subject to change or modification based on need, economy of activities, and resource allocation.

Table 1-1: Summary of Reformatory and Penitentiary Abatement and Stabilization Activities

ACTIVITY	DESCRIPTION	NOTES
Asbestos surveys	Surveys of all of the buildings were completed by Versar and documented in their report dated October 25, 2004	All buildings surveyed.
Friable Asbestos abatement	The abatement of friable asbestos has been completed, except as noted.	Buildings R-02, R-03, R-04, R-05, R-06, and R-27. Not abated: one inaccessible area inside R-04
2004 Building transfer for Adaptive Reuse	4 dormitory buildings and the commissary building were transferred to Pulte for future adaptive reuse.	R-66, R-70, R-71, R-72, R-73
Building Demolition and Removal 2004	Building demolition and the removal of trailers and temporary buildings was conducted in 2004 at the site of the future Spring Hill development and within the reformatory and penitentiary "campus."	R-31, 32, 35, 36, 37, 40, 42, 43, 50, 51, 65, 69, 79, 80, 81, 82, 88, 90, M-01, P-11, 13, 15, 17, 18, 19, 20, 22, 23, 26, Ad, AS4, PT1 PT2, PT01 – 03, PT07.
Building Survey 2004	This survey consisted of identifying weatherproofing and structural maintenance needs and preparing cost estimates for 58 buildings.	Estimates were conducted for roof and other structural work.

Removal of chain-link fencing - 2005	Modern chain-link fence and supporting poles atop the Penitentiary Wall was removed in late-2005.	
Hazardous Materials Abatement planned for 2006	Abatement will start in March 2006 for Dorms, Laundry, Heat Plant, Shops, Towers, Storage and Program buildings	Buildings R-7 thru R-15, R-18 thru R-25, R-29, R-30, R-38, R-41, R-55 thru R-57, R-62 thru R-64, R-68, R-78, R-86, R-87, & R-89.
Stabilization Activities planned for 2006	Roof repair and weatherization, downspout & drainage work expected to start March 2006	R-2 thru R-15, R-27.
Hazardous Material Abatement- 2007 (Proposed)	Focus on penitentiary buildings full scope and budget being determined as part of the 2007 budgets.	Buildings R-28 (Laundry), P-02 thru P-08, P-10, P-12, P-13, P-16
Stabilization Activities 2007 (Proposed)	Roof repair and weatherization proposed for 2007. Estimated 2007 budgets being prepared for this work.	Buildings R-16 thru R-26, R-29, R-30, R-38, R-41, R-54, R-57 R-61 thru R-63, R-76, R-84 thru R-86, R-89, P-01 thru P-10, P-12 thru P-14, & P-16

1.6.6 Utilities

The built features in the Reformatory and Penitentiary area are the direct result of the former prison operations and their related uses. This infrastructure was appropriate to the unique use and requirements of the prison, but is out of date and unsuitable to support future site activity.

The Reformatory and Penitentiary site contains a network of steam tunnels that provided heat to structures on the site. The potential exists for new utility lines to be located or routed within the existing tunnels. The utilization of the steam tunnels would minimize the amount of excavation on the site.

1.6.6.1 Water Systems

Fairfax Water (FW) currently does not have distribution facilities within the former prison property and will not accept water infrastructure or facilities formerly owned by the federal government into their system. The age of the existing systems implies that they have exceeded their expected service life and are unsuitable for future site activity. Water service is, however, available and water lines are in place adjacent to the subject property.

FW operates two First High Mains at a 420-foot to 440-foot design grade line across the property. A newly installed 42-inch transmission main traverses the property from the new water treatment plant at Route 123, to the northern edge of the former prison complex near the proposed middle school site on Silverbrook Road. A 30-inch First High Main follows the Lorton Road/ I-95 intersection. Also operating on the First High grade line are several 24-inch and 12-inch service mains along Silverbrook Road, and a 12-inch and 30-inch lines along Route 123. A 30-inch "Second High Main" with a design grade line of 330 feet to 335 feet traverses the property from the new treatment plant eastward cross-county to the Lorton Road / I-95 intersection. Intersecting this line is a 16-inch distribution line following Furnace Road.

1.6.6.2 Sanitary Sewer Systems

Prior to its transfer to the County in 2002, the former prison property was served by a sewer system operated by the District of Columbia's Department of Correction. This system consisted of a treatment facility which operated in violation of state requirements for several years prior to 2002, and a network of underground sewer lines which, at the time of the transfer, were in serious disrepair. The District abandoned these lines between 1998 and

2002, under the supervision of the General Services Administration and in 2003, demolished the treatment facility.

Following these actions, the County expanded the Approved Sewer Service Area (ASSA) in order to accommodate the redevelopment and adaptive reuse of Laurel Hill. The County's first step in providing new sewer service for this site occurred when sewer lines were extended as the result of the rezoning and development of the Spring Hill residential community on Silverbrook Road across from the Penitentiary. The developers of Spring Hill have upgraded their pumping station and connecting lines to accommodate additional flow from the reuse of the Reformatory and Penitentiary facility. This upgrade will accommodate flow from the Reformatory and Penitentiary facility of approximately 135,000 gallons per day and will allow for the redevelopment of up to approximately 365 single family dwelling units or 450 multifamily dwelling units or 844,000 gross square feet of commercial space.

1.6.6.3 Electrical Power and Natural Gas

During the operation of the prison, electricity was provided to the reuse area by the Virginia Electric Power Company (VEPCO). The original distribution of electricity within the site was administered from an on-site facility. It is isolated from the County's power grid and outdated. The power infrastructure of the original system used specifications that are not compatible with the current off-site grid. The adjacent Spring Hill development is installing, along the proposed Greenway Trail right-of-way between Spring Hill and the former prison, a Dominion Power duct bank for 3-phase power. This will give Dominion Power access to all parts of the adaptive reuse site. Stubbed conduits are being installed at intervals to allow connectivity with the adaptive reuse site. This bank will also contain a Verizon conduit for telephone service. The capacity of the power line is estimated to be sufficient to handle all power needs on the adaptive reuse site.

Washington Gas and Columbia Gas currently have distribution systems traversing the site, and formerly provided gas service to the prison. Gas transmission lines traverse the Laurel Hill property from west-to-east, generally following Furnace Road, crossing I-95 just north of the Construction Debris Landfill. Gas service is available to the entire Laurel Hill property, and Washington Gas will design the access solution for each development area. Gas infrastructure and supply will not be a constraint to future development.

1.6.6.4 Telecommunications

Numerous telecommunications facilities lace the former prison property. Verizon operates copper and fiber optic systems adjacent to the property. Overhead or buried copper lines access nearly all the existing building areas. Buried fiber optic runs adjacent to Furnace Road, Lorton Road, Silverbrook Road, and borders the western edge of the adaptive reuse site. Verizon will evaluate the adequacy of existing telephone systems for any particular development on an individual case basis.

1.7 PROJECT FINANCING

All proposed development for the adaptive reuse site must be economically feasible. Any development plan submitted in response to this Request for Proposal must include a financing strategy that minimizes the cost of the project to County taxpayers for public improvements and is in keeping with the County's high standards of credit quality.

The County is prepared, as appropriate, to enter into various types of financing arrangements for a portion of public improvements, that are permitted by the Code of Virginia and are consistent with the County's long standing financial policies. These policies have been the cornerstone of a conservative management philosophy that has been awarded and maintained a AAA credit rating from three major

rating services – two for nearly 25 years.

However, understanding that there may be many alternatives available, the County does not desire to constrain the flexibility of potential RFP respondents in devising suitable financing plans. For example, possible financing strategies may include, but are not limited to:

- Use of privately arranged short term borrowing to be redeemed with public or privately arranged permanent financing
- Long term operating contracts for public facilities consistent with deed and market rate restrictions
- Revenue sharing options from any of the facilities financed and built by the offeror
- Historic tax credits as part of the rehabilitation and adaptive reuse of historic buildings.

Other financing strategies will be considered that minimize the County's need to make financial outlays or borrowing, and reduce the overall costs of the project to the County. The strongest proposals will be those that most fully fund the cost of the public improvements through proffers or cash payments.

The Task Force recommendation report (see sections 1.3.2 and 1.4.1 of this solicitation) stated that development at the site could incur some level of financial gap (please refer to section 5.7, Project Economics, of the Task Force report). The report describes possible approaches to reduce project costs, including tax exempt bond financing and the use of historic tax credits.

Responses to this RFP may close any project financial gaps by showing a level of financial participation by the County. This participation or a development scheme – in keeping with the general concepts of the Task Force recommendations – that generates more favorable economics. Responders may wish in their response to show both development scenarios.

1.8 CONSULTING SERVICES:

The contractor's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Monday through Friday.

2.0 TECHNICAL PROPOSAL INSTRUCTIONS

2.1 Technical Proposal Instructions

Candidate Developers are required to comply with the following provisions while preparing their proposal. Where instructions conflict and no order of precedence is specified, the most stringent requirement applies. A reference to, or direction to comply with, a particular Section shall include, as appropriate, all subsections thereunder. Any information concerning the Solicitation given to any prospective Candidate Developer will be furnished promptly to all other prospective Candidate Developers. If the information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Candidate Developers, the information will be furnished as an amendment to the Solicitation.

2.2 Discussions

The Candidate Developer's initial proposal should contain the Candidate Developer's best terms and be complete in accordance with these proposal instructions. Although the County reserves the right to evaluate proposals and recommend a selection without discussions with Candidate Developers, it is customary and anticipated that the County will conduct discussions with selected Candidate Developers if the County determines they are necessary. If during the evaluation period, it is determined to be in the best interest of the County to hold discussions, all responses by the Candidate Developers and any County requested proposal revisions submitted by the Candidate Developers will also be considered when making the determination as to which proposal is the most advantageous to the County.

2.3 Oral Presentations

Selected Candidate Developers may be required to make oral presentations after submittal of written proposals to exhibit their understanding of the Solicitation requirements. During the proposal evaluation process, the County may submit written questions to the Candidate Developers. The County will retain responses in its official file as a historical record of the presentation slides and responses to County questions. These materials will be used in the County's evaluation process. Written responses, along with any County-requested revisions, will be evaluated as part of the Candidate Developer's proposal.

2.4 Cancellation of the Solicitation by the County

The County is sponsoring the Solicitation solely for the purpose of achieving the goals established in the Request for Proposal (RFP). While the County intends to enter into agreements with the Designated Developer, it is under no obligation to do so and reserves the right to cancel the Solicitation and reject all submissions. The County reserves the right to suspend or amend all aspects of the Solicitation and to waive informalities and minor irregularities in offers received where it is in the County's best interest to do so.

2.5 Hold Harmless

By participating in the Solicitation process, Candidate Developers agree to hold the County, its officers, employees, and consultants harmless from all claims, liabilities, and costs related to all aspects of this Solicitation. Under no circumstances will the County be liable for any 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 this Solicitation. This includes any and all activities related to the exclusive negotiations with the Designated Developer.

2.6 Restriction on Disclosure and Use of Data

Candidate Developers who include in their proposals data that they do not want disclosed to the public for any purpose or used by the County except for evaluation purposes, shall mark the title page with

the following legend: “This proposal includes data that shall not be disclosed outside the County and its representatives and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal.” Mark each page of restricted data with the following legend “Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal.” If, however, an agreement is signed with this Candidate Developer as a result of or in connection with the submission of this data, the County shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting agreement. This restriction does not limit the County’s right to use information contained in this data if it is obtained from another source without restriction.

2.7 Submission of Offers

Candidate Developers shall submit their offers and amendments in sealed envelopes or packages addressed to the office as specified in the Solicitation cover letter. Candidate Developers shall also show the time specified for receipt and the Candidate Developers’ names and addresses.

2.7.1 Electronic, Telegraphic, or Facsimile Offers

Electronic, telegraphic, or facsimile transmissions of initial offers will not be considered.

2.7.2 Submittal Due Dates

Candidate Developers are required to submit their Qualification Submittal no later than 2:00 p.m. ET on (TBD). The due date for Designated Developer submittals will be established and communicated to the Designated Developer at a later date.

2.7.3 Proposal Packaging

Proposals shall be delivered as follows:

FROM: Candidate Developer’s Return Address
TO: Fairfax County Department of Purchasing Supply Management
Attention: Casey Sheehan
Fairfax County Government Center
12000 Government Center Parkway,
Suite 427
Fairfax, Virginia 22035-0013

2.8 Submittal Requirements

2.8.1 Mandatory Forms and Clauses

Mandatory Forms ([Appendix E](#)) of this Solicitation includes all mandatory forms that are required for this project. Candidate Developer shall include a narrative with all mandatory forms providing source of information, backup data, and underlying assumptions.

2.8.2 Applicable Wage Rates

The provisions of the Davis-Bacon Act and the wage determinations there under will apply to the work on the project at all times. A link to the Davis-Bacon Act wage determinations may be found at the following site: <http://www.access.gpo.gov/davisbacon>.

2.8.3 Proposal Presentation

Each volume shall be submitted in a loose-leaf 3-ring binder. The page size of the Candidate Developer’s proposal shall not exceed 8 ½” by 11” with a minimum 10-pitch font. A page is defined as the single-spaced, single side of one 8 ½” by 11” sheet of paper or one printed side of a foldout page. Foldout pages shall fold entirely within the volume. Each printed side of a foldout counts as one page. Page limits as specified in this Solicitation do not include drawings, cost estimates, mandatory forms, legal documents, resumes, financial statements, pro formas, engineering calculations, catalog cuts, or specifications. The original proposal shall be provided on white paper with any changes made during the Solicitation process submitted on different colored paper for each change. Changes shall be submitted on a replacement page basis. Candidate Developers are cautioned to ensure that any changes are reflected in all supporting

tables and volumes.

Solicitation Number

All volumes shall be marked with the Solicitation number. Every page in the proposal shall have the Solicitation number, the volume number, and the consecutive page number (using Arabic numerals 1, 2, 3.). All volumes shall include the Candidate Developer's identity and the volume number on the cover page. Each volume shall have a transmittal cover letter of no more than one page. This page will not count against the page count for the volumes.

2.8.4 Volume Sections

During proposal evaluation, each volume will be reviewed separately. Therefore, each volume shall be a stand-alone document requiring no referral to other volumes for full understanding. Referrals to other sections of the same volume shall also be kept to a minimum. Each volume must contain both a detailed table of contents for the volume and an overall table of contents covering all volumes.

2.8.5 Incomplete Submittals

Incomplete submittals and/or submittals without mandatory forms may be rejected.

2.9 Execution of Proposal

Candidate Developer shall submit a signed cover letter as shown in Appendix (to be placed), Candidate Developer's Cover Page. A copy of this cover letter shall accompany each volume submitted. Each proposal must contain the full address of the Candidate Developer and be properly executed (signed with its usual signature). If the prospective Candidate Developer is a joint venture, it must be signed by the authorized representatives of the joint venture parties. A proposal executed by an attorney or agent on behalf of the Candidate Developer shall be accompanied by an authenticated copy of the power of attorney or other evidence of authority to act on behalf of the Candidate Developer. If the Candidate Developer is a corporation, a corporate officer authorized to bind the corporation must execute the corporate certificate. In lieu of the certificate, include with the proposal those copies of the record of the corporation showing official charter and authority of the vice president or a higher officer to bind the corporation. The corporation record must be signed and duly certified by the Secretary or Assistant Secretary, under the corporate seal, as true copies. If the Candidate Developer is a Partnership, Limited Liability Company or any other entity, the Candidate Developer must provide evidence that the party signing the offer has the authority to sign or bind the entity.

2.10 Late Submissions, Modifications, and Withdrawals of Proposals

2.10.1 Late Bids & Modifications of Bids

Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:

It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or

The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.

If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.

The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.

A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

2.10.2 Withdrawals of Proposals

Information related to the withdrawal of bids can be found in Appendix D: **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

2.11 Electronic Copies

Electronic copies shall be submitted on a CD-ROM, in a protective sleeve. Each CD-ROM and protective sleeve shall be clearly marked with the volume number, title, Solicitation number, and the Candidate Developer's name. All CD-ROMs will be included with the "original" paper copies of each volume as identified in the Solicitation. The information submitted must be checked and determined to be virus-free prior to submission. The electronic submittals shall be compatible with the following equipment and software products:

- o Pentium Class PCs
- o Microsoft Office 2000 (Excel, Word, PowerPoint)
- o Microsoft Project 98
- o Adobe Acrobat Reader 6.0
- o AutoCAD format for all drawings.

The electronic copy of the proposal shall be an exact duplicate of the original paper proposal. The CD-ROMs will be used for proposal evaluation. MS Excel spreadsheets shall be submitted in a format that allows all formulas within the spreadsheet to be reviewed and manipulated. If there are discrepancies between the electronic proposal and the original paper proposal, however, the paper original shall be deemed to govern.

2.11.1 Financial Pro Forma

Financial pro forma data shall be submitted in electronic format on CD-ROM and shall include formulae so that the submitted information can be manipulated during evaluation of the submittals. All financial spreadsheets shall be submitted in a format compatible with MS Excel 2000. In addition, ___ hard copies of the financial pro forma data shall also be provided. See Appendix E, Mandatory Forms, for details. Financial Pro Forma information should be packaged separately from the proposal.

2.12 Submittal Requirements for All Candidate Developers

The submittal requirements are shown in Table 2-1 below.

Table 2-1: Volume Submittals – For All Candidate Developers

Volume	Description	Number of Submittals	Page Limit ¹
Volume I: Project Proposal			
Part A	Financial	One original, four copies, and one electronic copy ²	30 pages
Part B	Development	One original, four copies, and one electronic copy ²	15 pages
Part C	Property Management	One original, four copies, and one electronic copy ²	15 pages
Volume II: Qualifications		One original, four copies, and one electronic copy ²	10 pages
Volume III: Past Performance		One original, four copies, and one electronic copy ²	20 pages

Volume	Description	Number of Submittals	Page Limit ¹
NOTES:			
<p>1. Any pages exceeding the limits set above will be destroyed and not evaluated. Supporting data, such as mandatory forms, resumes, financial statements, cost estimates, engineering calculations, drawings, and catalog cuts that are attached or appended to Parts A, B or C of Volume I, does not count against the page limits indicated above. Such items that are included within the text of Volume I do count against the page limits.</p> <p>2. Volumes I, II, and III may be submitted on the same CD-ROM.</p>			

The contents of Candidate Developer submittals are described in detail below.

2.12.1 Material Changes

Throughout the Solicitation process, the Candidate Developer shall provide to the County any material changes to Volume II, Qualifications, or Volume III, Past Performance, and a written description explaining the reason for the change, not later than five (5) business days after the change. Failure to disclose any material or receipt of adverse information changes may result in disqualification from consideration for this project. Upon receipt of a written description of a material change, the County reserves the right to request additional information relating to said material change. Material changes include, but are not limited to:

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

2.12.2 If material changes occur resulting in a change of team members, the Candidate Developer shall submit all required information in both paper and electronic copies per Table ___ for all new team members no later than five (5) business days after the Candidate Developer notifies the County of this material change.

3.0 Volume I: Project Proposal Submittal Requirements

3.1.1 Part A: Financial

Executive Summary: Candidate Developers shall provide a summary of its financing plan and long-term outlook for project financial viability. These materials shall include a summary of the financial parameters of any private sector financing, equity contributions and any requested County financing and shall highlight any proposed desired features.

Subfactor 1.1: Project Financing

Project Financing Strategy and Approach

Candidate Developers shall provide a description of its strategy for financing the project on a long-term basis including anticipated financing costs, discussion of the risks and benefits of the structure, and why this strategy is the most advantageous to the County. Proposals shall address timing for execution of financing; financing closure will occur no later than transaction closure.

NOTE: A key assumption in the project financing is that Fairfax County will retain land ownership throughout the life of the project. The County intends to execute a long-term ground lease with the designated developer. The period of time for a ground lease has not been determined. Candidate Developers should provide financial information that shows project viability at the earliest feasible date.

Subfactor 1.2: Project Financial Viability and Sustainability

Financial Pro Forma

Candidate Developers shall submit a pro forma model (using Microsoft Excel software with fully functional cell formulae and internal linkages in place) depicting a development budget and operating cash flow that accurately reflects the proposed project concept and financing for a sufficient length of time to prove achievement of a sustainable structure within the shortest amount of time. At a minimum, the pro forma shall include the line items identified in Appendix E, Mandatory Forms. In addition, Candidate Developers shall provide a cash waterfall diagram depicting their proposed priority of payments and a description of key assumptions with footnotes.

Financial Sustainability

The Candidate Developer shall submit a statement of its long-term financial sustainability strategy that includes a development sources and uses of funds that describes proposed capital and operation funding by source. See Appendix E for the mandatory format. Candidate Developer's submittals shall also include:

The Candidate Developer's proposed fee structure and fee payment timing and priority in the cash waterfall, including incentive fee (if any), as well as any other sources of financial return to the principal member or investors that will be generated by the project. Identify the source(s) of all equity by dollar amount and type, the recipients of fees and equity returns by percent, and any other financial returns to principal member firms or investors.

A discussion of the Candidate Developer's approach to balancing initial and out-year development expenditures, development scope and operations funding, financial return and project risk. Included in this discussion shall be a summary of the Candidate Developer's approach to out-year development and ongoing quality of life improvements through capital repair and replacement and reinvestment, including both sources and uses of funds. Additionally, this discussion shall provide a summary of the relationship, if any, between the Candidate Developer's expected financial return and its approach to ensuring that the assets are preserved and high service levels are maintained over the course of the project. Any refinancing plans shall be included in this discussion along with proposed sharing of net proceeds from any sale or refinancing. Candidate Developers

shall also address its approach for using any real estate tax savings or tax credit program revenues that may be generated.

The Candidate Developer shall provide a list of any desired features or enhancements proposed for the project.

The Candidate Developer shall discuss market risks and assessment of returns under conditions of economic stress.

Note: The projection of future imputed tax revenues to mitigate current capital outlay and/or future debt service outlay by the County will be assessed commensurate with the risks associated with the actual realization of such benefits and may be discounted or modified by the County in order to permit comparison of like factors among alternative proposals. The proposals will be evaluated on the basis of overall least cost to the County and a realistic assessment of net benefits to be derived from the project for public improvements and amenities. In general, proposals which demonstrate the least cost with the greatest public benefits will receive more favorable consideration.

3.1.2 Part B: Development

Executive Summary: Candidate Developers shall provide a summary of its Development Management Approach and Project Concept, including an overall description of the intended project scope and conceptual community site plans and floor plan designs. The narrative shall address the proposed Candidate Developer Team, the proposed desired features and enhancements, the proposed project site desired features and enhancements, and the proposed transition plan to include the closing period through completion of the initial development period and a synopsis of the end-state to be provided and the number of renovations and replacements that will be accomplished during this initial development period to include construction phases.

3.1.2.1.1 Subfactor 2.1: Development Management Approach

Candidate Developers shall provide a concise synopsis of their development management approach to satisfying the requirements of this solicitation. At a minimum, the discussion shall address the following:

- The Candidate Developer shall provide a description as to how its proposed organization and narrative including levels of management interaction, extent of the proposed team having worked together in the past, corporate management support of the project, and legal form of ownership that will enable them to assure project success.
- Candidate Developer shall explain its ability to field a qualified, experienced project team with the experience and workload capacity necessary to manage all the disciplines required to develop and redevelop a large-scale, long-term quality.
- The Candidate Developer shall describe its construction management approach to ensure a seamless execution of the development plan while minimizing the impact to project tenants and area residents.
- The Candidate Developer shall provide a list of any desired features or enhancements proposed for the project.

3.1.2.1.2 Subfactor 2.2: Project Concept

Project Scope

The Candidate Developer shall provide a narrative and a tabular schedule describing the gross square footage of each project type and divide the description into a separate group for each site. This shall include any new buildings as well as those that the Candidate Developer proposes to renovate. Describe utility plans and identify service providers. Describe proposed renovation scope identifying improvements that will be made to bring buildings to an acceptable standard and describe the acceptability standard used as a basis of this proposal. The Candidate Developer shall provide a list of any desired features or enhancements proposed for the project.

Timeline

The Candidate Developer shall submit a phasing schedule (Gantt Chart type depiction) outlining the proposed construction, demolition, and renovation schedules during the Initial Development Period. Schedules shall correlate with conceptual site plans. The Candidate Developer shall outline in narrative how it intends to handle availability and the transition of existing and new uses to minimize impact on project tenants and area neighborhoods. The Candidate Developer shall provide a list of any desired features or enhancements proposed for the project.

Conceptual Plans

The Candidate Developer shall provide conceptual plans of the proposed site showing the general arrangement of elements and typical arrangement of individual structures. Indicate existing structures to remain and any proposed new or renovated facilities (with gross square footages), streets, walkways, parking, and recreational areas. Provide a narrative of the proposed density of the development, the relationship of the development to the surrounding areas, and vehicle and pedestrian traffic.

The Candidate Developer shall submit single-line drawings (11"X17") to convey design concept and features and descriptions for a development as called for below.

- Conceptual Site Plan. The Candidate Developer shall furnish a conceptual site plan depicting the proposed project concept as described above.
- Composite Floor Plan. The Candidate Developer shall furnish a representative sample of floor plans, at scale 1/8"=1'-0", to demonstrate the quality of construction that the Candidate Developer intends to provide. The typical single-line floor plan shall show design, including the spatial relationship, circulation, functional concept, room dimensions, interior storage, and exterior storage. Also furnish a narrative describing how the Proposal meets or exceeds the basic requirements. All spaces shall be labeled on the floor plans (include individual room dimensions and areas in square feet).
- Exterior Elevations. The Candidate Developer shall provide one elevation drawing for new residential or commercial space (if any) and one of a renovated space, at scale 1/8"=1'-0", to demonstrate the exterior design and architectural features:
 - Front elevation views for this unit.
 - A depiction of the types of materials, finishes, dimensions, and other relevant characteristics.
 - An indication of the signage and decorative details.
 - An artist's rendering of a street scene in the community that depicts the architectural features of the project.
- The Candidate Developer shall provide a list of any desired features or enhancements proposed for the project.

3.1.3 Part C: Property Management

Executive Summary. Candidate Developers shall submit a summary of the proposed property management methodology to demonstrate how well the Candidate Developer can manage a mixed-use community where the tenants will choose to live and work along with an overview of any proposed desired features and enhancements.

Subfactor 3.1: Property Management Approach

Candidate Developers shall provide a concise synopsis of their property management approach. At a minimum, the discussion shall address the following:

- The Candidate Developer shall provide a description as to how its proposed organization and narrative that includes levels of management interaction, extent of the proposed team having worked together in the past, corporate management support of the project, and legal form of ownership will enable them to assure project success.
- Candidate Developer shall explain its ability to field a qualified, experienced project

- team with the experience and workload capacity necessary to provide and perform all the disciplines and functions required by a large-scale, long-term quality community.
- The Candidate Developer shall provide a list of any desired property management features or enhancements proposed for the project.

Subfactor 3.2: Property Operations and Maintenance Strategy

The Candidate Developer shall submit a concise synopsis describing how the Candidate Developer will manage, operate and maintain the proposed Project and provide customer service to prospective tenants and housing residents.

The Candidate Developer shall provide a list of any desired features or enhancements proposed for the project.

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4.0 Volume II: Qualifications Submittal Requirements

4.1.1 Factor 4: Qualifications

Subfactor 4.1: Financial Capabilities

Candidate Developers shall provide Financial Statements, as defined below, and other documentation as required for all Significant Parties in order to demonstrate the Candidate Developer's financial strength. Significant Parties are defined as entities or individuals that meet any one or more of the following criteria: a) the entity or individual is proposed to execute the lease of property; b) the entity or individual will consolidate 50% or more of the financial performance of the Candidate Developer entity into their financial statements; or c) the entity or individual owns 10% or more of the Candidate Developer entity and articulates in a written statement a financial responsibility to the Candidate Developer entity.

NOTE: Financial Statements is defined as the financial statements accompanied by an auditor's assertion of accuracy or the most recent three years. The auditor must be a nationally recognized firm in the accounting industry and the assertion of accuracy must state that the financial statements have been audited in accordance with Generally Accepted Accounting Principles (GAAP).

- Any Significant Party that is a public company subject to reporting to the Securities and Exchange Commission (SEC) shall submit Financial Statements or provide reference to a publicly available source from which Financial Statements can be reviewed, including the two latest Forms 10-K and all Forms 8-K submitted to the SEC within the last two years.
- Any Significant Party that is either not a public company subject to reporting to the SEC or a newly formed public company subject to reporting to the SEC that does not have two Forms 10-K available shall submit any Forms 10-K and Forms 8-K submitted to the SEC within the last two years along with their Financial Statements.
- If Financial Statements are not available, Significant Parties may submit either a) entity financial statements that have been reviewed by a Certified Public Accountant and an assertion of accuracy from the entity's Chief Financial Officer or equivalent; or b) individual's Internal Revenue Service (IRS) tax filings that have been executed and submitted to the IRS by the individual or a certified preparer.
- If any Financial Statements and information submitted note any litigation, disputes, claims, UCC filings or similar circumstances, provide the current status of each matter in full detail.
- Candidate Developers shall demonstrate their Payment and Performance (P&P) Bonding Capacity and show how the bond amount(s) are derived. In the event that an alternative to bonding is being proposed, provide information on the alternative and explain how it better protects the County's interests versus P & P bonds.
- Candidate Developers shall demonstrate they have a source of sufficient equity to support a long-term project.
- Candidate Developers shall demonstrate an organization structure depicting a relationship of Significant Parties that is financially accountable for project performance.
- Candidate Developers shall demonstrate not only financial strength but also the ability to sustain the project throughout the period of development proposed. This financial strength should address an ability (capability, history, experience, etc.) to complete the project under a variety of – or adverse – market conditions.

Subfactor 4.2: Organizational Capability

Candidate Developers shall provide basic background information on:

- The Candidate Developer's history and background.
- The form and structure of the Candidate Developer's organization, including an organizational chart.
- In the case of joint ventures, 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 Candidate Developer's successful long-term operation.

- The Candidate Developer's resources available (include evidence of capacity) to plan, develop, redevelop, renovate, operate, manage and maintain large-scale, development projects, including providing for their construction, financing, and long-term operation and protection of existing historic aesthetic values.
- Contact information (name, address, telephone number, and email address) of the key person who will be responsible for representing the Candidate Developer in all matters and for coordinating and integrating all functional elements of program requirements into seamless strategies, processes, and solutions throughout both the solicitation phase and during the transaction and financial closing process.

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5.0 Volume III: Past Performance Submittal Requirements

5.1.1 Factor 5: Past Performance

General

The Candidate Developer shall provide documentation for similar developments of \$20 million or more that have been completed within the past 10 years. The currency and relevancy of the past performance information is critical. The evaluation will be constrained to the most recent and most relevant contracts for each corporate team member.

This information shall include data on efforts performed by other divisions, corporate management, or critical team members, if such resources will be brought to bear or will significantly influence the performance of the proposed effort.

Project Experience Narrative

Candidate Developers shall provide a detailed narrative describing similar experience in development and teaming arrangements, with emphasis on the type of financial service/structure.

In addition, the narrative must describe the Candidate Developer's similar experience in facility demolition, community and housing design, construction, historic preservation and renovation, property management, utility systems management and maintenance, and teaming arrangements.

The description must emphasize the type of design, construction and/or property management, and operations and maintenance services provided.

Illustrative or other materials (e.g., photographs and renderings) that demonstrate similar experience may be submitted for evaluation (provide two copies each).

Specific Contract Information

For all listed contracts/projects, for each key team/company, provide the following information:

- Company Name
- Description of the Project Effort
- Type and Amount of Project Space
- Period of Performance
- Project Dollar Value at Time of Closing
- Original Completion Date
- Current or Actual Completion Date, and if not complete, Percentage of Completion
- Complexity of the Project
- Duration of property management activity (as applicable)
- Specific role of the prospective Candidate Developer and those persons and organizations identified as participants in the proposed project
- Name, title, affiliation, current address, telephone and fax numbers of members of each project team and other persons familiar with the project, including, a key point of contact with knowledge of the specific project in question and the institution that provided financing. Clearly indicate each key team member's roles, responsibilities, and lines of authorities in the project
- Location (street address, city, state) of each project, length of time since involvement with project, and phone numbers for key current and previous owners and tenants (to the extent possible)
- Indication of whether or not a Reference Questionnaire has been requested

Relevance

Candidate Developers are required to explain what aspects of the projects submitted for the evaluation are deemed relevant to this effort. More recent and relevant performance will have a greater impact on the Performance Confidence Assessment rating than less recent or relevant efforts.

Significant Achievements/Past Problems

Candidate Developers may also submit information on significant achievements or explain past problems with the corrective actions taken, that they consider relevant to the proposed effort. Any

adverse past performance information the Candidate Developer has not had a prior opportunity to address will be submitted to the Candidate Developer for their comments, rebutting statement, or additional information.

Past Performance Questionnaire

For each project provided, the Candidate Developer will have its Point of Contact submit a completed and signed Reference Questionnaire identified in Appendix F. To the extent possible, questionnaires should not be completed by team members, employees or affiliates.

Questionnaires should be provided to these entities in a timely manner so the responses are received by the County no later than the deadline for submittals.

The County may consider other projects performed by Candidate Developers and identified through any and all means, including but not limited to, customer surveys, Dun and Bradstreet Reports, and comments from other governmental units.

5.2 Highest Ranked Candidate Developer Information

After selection, the Designated Developer may be asked to submit the following:

- o **Proof of equity** including, but not limited to, amount of equity, location and number of account, financial institution, and name of contact at the financial institution.
- o **Binding Commitment** and a schedule for the period from County notification of Designated Developer selection to closing, indicating the date a binding commitment for all financing will be delivered and the date the interest rate will be locked in addition to all financing activities leading up to that point. The terms of the binding commitment or interest rate lock may be contingent only upon closing the financing within one hundred twenty (120) days from the date of County notification. If the Designated Developer can show good cause for delay, the County may, in the exercise of its sole discretion, elect to extend this period or proceed to the next Designated Developer. The County also reserves the right at any time before closing to require the Designated Developer to submit written proof of available financing proposed in the Volume I submittals for Factor.
- o Copies of **Financial Documentation** not included in the Solicitation. If the Designated Developer can show good cause for delay, the County may, in the exercise of its sole discretion, elect to extend the 120-day period or to proceed to the next Designated Developer.

6.0 TRADE SECRETS/ PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, they must invoke the protections of this section prior to or upon submission of the data or other materials.

The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) is/are made should be stated by the offeror.

6.1 Virginia Freedom of Information Act

Any confidential and proprietary information provided to a responsible public entity by a private entity pursuant to the PPEA shall be subject to disclosure under the Virginia Freedom of Information Act ("FOIA") except as provided by Section 56-575.4 (G) of the PPEA.

In order to prevent the release of any confidential and proprietary information that otherwise could be held in confidence pursuant to Section 56-575.4 (G) of the PPEA, the private entity submitting the information must (i) invoke the exclusion from FOIA when the data or materials are submitted to the County or before such submission, (ii) identify the data and materials for which protection from disclosure is sought, and (iii)

state why the exclusion from disclosure is necessary. A private entity may request and receive a determination from the County as to the anticipated scope of protection prior to submitting the proposal. The County is authorized and obligated to protect only confidential proprietary information, and thus will not protect any portion of a proposal from disclosure if the entire proposal has been designated confidential by the private entity without reasonably differentiating between the proprietary and non-proprietary information contained therein.

Upon receipt of a request from a private entity that designated portions of a proposal be protected from disclosure as confidential and proprietary, the County will determine whether such protection is appropriate under applicable law and, if appropriate, the scope of such appropriate protection, and shall communicate its determination to the private entity. If the determination regarding protection or the scope thereof differs from the private entity's request, then the County will accord the private entity a reasonable opportunity to clarify and justify its request. Upon final determination by the County to accord less protection than requested by the private entity, the private entity will be given an opportunity to withdraw its proposal. A proposal so withdrawn will be treated in the same manner as a proposal not accepted for publication and conceptual-phase consideration as provided in the *Fairfax County Procedures Regarding Requests Made Pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002*, Section IV (A)(1).

7.0 CONTACT FOR CONTRACTUAL MATTERS:

The person to contact concerning contractual matters pertaining to this Request for Proposal is:

Casey Sheehan, CPPB, Contract Administrator
 Department of Purchasing and Supply Management
 Telephone: (703) 324-3884

Offerors are cautioned not to contact members of the Selection Advisory Committee (SAC). SAC members will not consider information other than the materials provided by the Contract Administrator, e.g., proposals. If a SAC member is approached by anyone outside the SAC who may have a material interest in this procurement, it will be immediately reported to the Contract Administrator.

8.0 DOCUMENTATION and RESOURCES

8.1.1 Documents and resources relevant to this project are available for downloading are listed in [Appendix G](#). In addition, certain documents (some in electronic format, others as printouts only) are available from the Department of Planning and Zoning, (703) 324-1375.

8.1.2 Clarifications

If further clarification is needed after accessing the information source above, contact the following individual(s):

Table 8-1: Contact(s) for Project Information

OFFICE	NAME	ADDRESS	PHONE, EMAIL
Planning	Caperton		
Legal	Weiss		
Financial	Wales		

9.0 CONTACT FOR TECHNICAL MATTERS:

The person to contact concerning technical matters pertaining to this Request for Proposal is:

Chris Caperton, Laurel Hill Coordinator
Department of Planning and Zoning
Telephone: (703) 324-1375
chris.caperton@fairfaxcounty.gov

10.0 REQUIRED SUBMITTALS:

Each offeror responding to this Request for Proposal must supply all the documentation required in the RFP. An offeror's failure to provide the documentation with the offeror's response to the RFP will result in the disqualification of the offeror's proposal.

11.0 SUBMISSION OF PROPOSAL:

The Proposal is due to the receptionist at the following address:

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone: 703-324-3201

As stated, please provide one original, four copies, and one electronic copy each of the 3 Volumes described in the submittal requirements.

Offerors are reminded that changes, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the request for proposal. All addenda **MUST** be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the time and date of the closing of the request for proposal or must accompany the proposal. Addenda will be mailed, faxed or e-mailed to offerors who requested a bid package from DPSM or notified DPSM that a copy of the solicitation was downloaded from the web page. Offerors are encouraged to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic.

It is the offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner. The County encourages offerors to use recycled paper, wherever possible.

By executing the cover sheet (DPSM32), offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

12.0 LATE PROPOSALS:

Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror. Electronically stamped delivery receipts are available.

PERIOD THAT PROPOSALS REMAIN VALID:

Each offeror agrees that proposals will remain firm for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

13.0 BASIS FOR AWARD:

The County of Fairfax reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the County.

A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below.

This Solicitation contemplates a real estate development, financial and management business transaction that uses a one-step proposal process to encourage maximum flexibility in proposal development.

The County will determine the most advantageous Proposal and thereby identify the Designated Developer using an integrated assessment of the factors/subfactors described and defined below. Proposals will be ranked in order of preference based on the results of such evaluations; however, any Candidate Developer receiving an Unqualified rating will not be considered in the Designated Developer determination. The County will then enter into exclusive negotiation with the Designated Developer. Exclusive negotiations may result in terms and conditions that differ from those specified in the RFP, the appendices to the RFP and the selected proposal.

The County will commence exclusive negotiation with the Designated Developer within (TBD) business days after receiving the proposed closing schedule from the Designated Developer. During the period of exclusive negotiations, the Designated Developer will: (i) work towards finalization of required project documentation; (ii) pursue local approvals; (iii) develop design plans and working drawings; (iv) negotiate with utilities suppliers; (v) complete financing due diligence; (vi) pre-sign tenant leases; and (vii) reach agreement with the County regarding all aspects of the transaction. The result of these exclusive negotiations will be legal documents and exhibits describing all relevant characteristics of the development and defining all business terms and conditions, schedules and financial arrangements between the parties. Exhibits will include executable Business Plans as described in Section __ of this Solicitation.

The Designated Developer will have 120 calendar days to finalize a development agreement and other legal documents acceptable to the County that includes complete project financing or execution of all required agreements. If at any time during the 120 calendar days, the County and Designated Developer are unable to show satisfactory progress as determined by the County, the County, at its sole discretion, has the right to (i) establish a new closing date in order to continue negotiations or (ii) select the next higher ranking Candidate Developer to engage in exclusive negotiations.

Prior to entering into negotiations with the next highest-ranking Candidate Developer, that Candidate Developer (the "new" Designated Developer) shall provide a written affirmation that material changes to their proposal have not occurred as required in Section __. Failure to provide such written affirmation will disqualify a Candidate Developer from selection as the new Designated Developer. In the event a new Designated Developer is selected, neither the former Designated Developer nor the County will be entitled to reimbursement of costs or other indemnification from the other party.

13.1 Evaluation Factors and Subfactors and Their Relative Order of Importance

The County will select the most advantageous proposal based upon an integrated assessment of the evaluation factors and subfactors described below. Five (5) factors will be used to evaluate Proposals:

- Factor 1 (Financial),
- Factor 2 (Development),
- Factor 3 (Property Management),
- Factor 4 (Qualifications) and
- Factor 5 (References).

Table 13-2: Ratings

RATING	DEFINITION
Exceptional	Exceeds specified minimum project requirements in a manner beneficial to the County; proposal must have one or more strengths and no weaknesses to receive a blue.
Acceptable	Meets specified minimum project requirements delineated in the Request for Proposal; proposal rated green must have no weaknesses but may have one or more strengths.
Marginal	Does not clearly meet some specified minimum project requirements delineated in the Request for Proposal, but such uncertainty is correctable.
Unacceptable	Fails to meet specified minimum project requirements; proposal has one or more weaknesses. Proposals with an unacceptable rating are not awardable.

13.3 Qualification Ratings

Factor 4 (Qualifications) will be evaluated at the subfactor level and a qualification rating will be assigned at the subfactor level. The ratings will be identified as highly qualified, qualified, or unqualified, as described below:

- Highly Qualified: the Candidate Developer's proposal exceeds the stated minimum requirements in a way that is deemed beneficial to the County
- Qualified: the Candidate Developer's proposal meets stated minimum requirements
- Unqualified: the Candidate Developer's proposal fails to meet stated minimum requirements.

13.4 Confidence Assessment – REFERENCES

Under the Past References, the Confidence Assessment represents the evaluation of a Candidate Developer's present and past work record to assess the County's confidence in the Candidate Developer's ability to successfully perform as proposed. The County will evaluate the Candidate Developer's demonstrated track record including adherence to cost and schedule. This evaluation is accomplished by reviewing aspects of a Candidate Developer's relevant present and past success, focusing on and targeting performance which is relevant to the Subfactors of Factors 1, 2 and 3 of the Solicitation. The County may consider as relevant efforts performed for agencies of the County and commercial customers.

Although the evaluation focuses on issues that are relevant to the Subfactors of Factors 1, 2 and 3 of the Solicitation, the resulting assessment is made at the Factor level and represents an overall evaluation of performance. The assessment will also consider things such as the Candidate Developer's history of controlling costs, adhering to schedules, commitment to customer satisfaction, and generally, the Candidate Developer's business-like concern for the interest of the customer. Where a relevant record indicates problems, the County will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The County may review more recent evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness. Candidate Developers are to note, that in conducting this assessment, the County reserves the right to use both data provided by the Candidate Developer and data obtained from other sources. The following definitions will be used when assigning relevancy to the Candidate Developer's past and present contracts:

Table 13-4: Past Performance Relevancy Ratings

RATING	DEFINITION
Highly Relevant	The magnitude of the effort and the complexities on this contract are essentially what the Solicitation requires.
Relevant	Some dissimilarities in magnitude of the effort and/or complexities exist on this contract, but it contains most of what the Solicitation requires.
Somewhat Relevant	Much less or dissimilar magnitude of effort and complexities exist on this contract, but it contains some of what the Solicitation requires.
Not Relevant	Performance on this contract contains relatively no similarities to the performance required by the Solicitation.

The County will exercise due diligence to validate and expand upon the information provided by the Candidate Developer during the one-step evaluation. Due to its interactive nature and purpose, due diligence will be semi-structured and not rigid. This approach will allow the County flexibility in performing due diligence. This means that due diligence on one Candidate Developer may not be exactly the same as due diligence on another Candidate Developer. However, the overall purpose and focus of due diligence will be consistent among Candidate Developers.

The County may physically visit sites where the Candidate Developer is performing the requisite services. If the County deems necessary, these visits may include visits to customer sites of any subcontractor that the Candidate Developer will use, customer sites of any key personnel that will be involved in this transaction, and if the Candidate Developer is a combination of firms (for example, a partnership or joint venture), customer sites of any companies that make up the Candidate Developer. Furthermore, the County may have teleconferences with the Candidate Developer's other customers if the team deems necessary.

The County has the flexibility to pick any customer sites it chooses. However, it intends to select the sites based on the amount of relevancy that the sites have to the requirements in this Solicitation.

During the customer site visits, the County will interview customers and Candidate Developer's employees working on the site, as well as survey the location and the services the Candidate Developer is providing.

Each Candidate Developer will receive one of the ratings described below, Factor 5 (Past Performance). The County reserves the right to exclude any Candidate Developer receiving a rating of either "little confidence" or "no confidence" from consideration in the DESIGNATED DEVELOPER determination.

Table 13-5: Confidence Assessment Ratings

RATING	DEFINITION
High Confidence	Based on the Candidate Developer's performance record, the County has high confidence the Candidate Developer will successfully perform the required effort.
Significant Confidence	Based on the Candidate Developer's performance record, the County has significant confidence the Candidate Developer will successfully perform the required effort.
Confidence	Based on the Candidate Developer's performance record, the County has confidence the Candidate Developer will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
Little Confidence	Based on the Candidate Developer's performance record, substantial doubt exists that the Candidate Developer will successfully perform the required effort.
No Confidence	Based on the Candidate Developer's performance record, extreme doubt exists that the Candidate Developer will successfully perform the required effort.

13.5 Factor 1: Financial

For Factor 1, each Candidate Developer's Proposal will be evaluated at the subfactor level and each subfactor will be assigned a rating.

13.5.1 Subfactor 1.1: Project Financing Cost

This subfactor is met when the Candidate Developer's Proposal demonstrates that:

- The ultimate cost to the county has been minimized
- The information submitted by the Candidate Developer and respective financing firms clearly demonstrates the ability of the Candidate Developer to deliver a complete financing package; the repayment schedule of the financing is a fixed-level payment for the term of the debt; the financing addresses the terms and conditions outlined in the Solicitation, the Candidate Developer's proposal; and the Candidate Developer will close the financing simultaneous with the transaction.
- Candidate Developer clearly defines the source, nature and timing of equity contributions and disbursements, commits to fund an initial cash equity contribution of at least 5% of the total development costs, and fully funds its initial equity prior to receipt of any desired County funding of proceeds.
- The Candidate Developer may receive additional evaluation credit through incorporation of desired features and/or other Candidate Developer-proposed enhancements that are deemed beneficial to the County.

13.5.2 Subfactor 1.2: Project Financial Viability and Sustainability

This subfactor is met when the Candidate Developer's Proposal demonstrates that:

13.5.2.1 Element 1.2.1: Financial Pro Forma

The proposed project is financially viable throughout the life of the proposal; financial, construction and operating cost data and the underlying assumptions are clearly identified and appear reasonable, reflect market benchmarks and fully support the proposed project in a clear and concise manner. The financial pro forma model appears to properly function, generating a reasonably reliable depiction of project performance over the duration of the project.

13.5.2.2 Element 1.2.2: Financial Sustainability

Proposed sources and uses of funds throughout the life of the proposal. Balance initial and out year development expenditures, development scope and operations funding, financial return and project risk.

The Capital Repair and Replacement Plan and associated annual budget are clearly described, identify the expected replacement cycle for each project component, and identify sources of funds required to implement the plan throughout the life of the proposal.

The Reinvestment Plan and associated annual budget are clearly described, identify the planned quality of life improvements, and identify sources of funds of at least 50% of project Net Cash flows over the life of the proposal.

The approach for using any real estate tax savings or historic tax credit program revenues is sound and beneficial to the County.

The proposed equity returns, fees structure and fee position, including incentive fee (if any), as well as any other sources of financial return to the principal member or investors that will be generated by the project are competitive and will reward good service and high-quality maintenance over the life of the project.

The Candidate Developer may receive additional evaluation credit through incorporation of desired features and/or other Candidate Developer-proposed enhancements that are deemed beneficial to the County.

13.6 Factor 2: Development

For Factor 2, each Candidate Developer's Proposal will be evaluated at the subfactor level and each subfactor will be assigned a rating.

13.6.1 Subfactor 2.1: Development Management Approach

This subfactor is met when the Candidate Developer's Proposal demonstrates the following:

The Candidate Developer's proposed organization and narrative including levels of management interaction; extent of the proposed team having worked together in the past; corporate management support of the project; and legal form of ownership that successfully demonstrate the Candidate Developer's ability to assure project success throughout the life of the proposal..

The Candidate Developer is able to field a qualified, experienced project team with the experience and workload capacity necessary to manage all the disciplines required to develop and redevelop a large-scale, long-term quality project.

The Candidate Developer has proposed a construction management approach that will ensure a seamless execution of the development plan.

13.6.2 Subfactor 2.2: Project Concept

This subfactor is met when the Candidate Developer's Proposal demonstrates that:

13.6.2.1.1 Element 2.2.1: Project Scope

The Candidate Developer has an understanding of the County's goals and objectives and meets County requirements as outlined in Section 3.

The Candidate Developer may receive additional evaluation credit through incorporation of desired features and/or other Candidate Developer-proposed enhancements that are deemed beneficial to the County.

13.6.2.1.2 Element 2.2.2: Timeline

The phasing schedule is reasonable and reflects the proposed construction schedules during the Initial Development Period.

The proposed schedule meets the project completion requirements identified in Sections 3.3 and 3.4.

The Candidate Developer's narrative adequately addresses how it will handle space availability and the transition of existing and new project components to minimize impact on project users.

The Candidate Developer narrative discusses the impact of market risk on their proposed timeline, e.g., how will deal with delays or changes in use as a result of delays.

The Candidate Developer may receive additional evaluation credit through incorporation of desired features and/or other Candidate Developer-proposed enhancements that are deemed beneficial to the County.

13.6.2.1.3 Element 2.2.3: Conceptual Plans

The site development plan for each installation reflects the proposed project scope and development budget; incorporates high quality community features, including, but not limited to, well defined communities, master planning consistent with the physical characteristics of the site, recreation facilities, landscape development, and effective vehicular and pedestrian traffic flow; and promotes a safe and secure environment.

The Candidate Developer's proposed technical solution has a proper consideration for quality of life features, and easy maintainability. The floor plans reflect concepts of modern open space planning in all areas, with good functional relationships and visual definition. The exteriors are compatible with the architecture found in the County.

The conceptual plans reflect the Candidate Developer's proposed site and space features.

The Candidate Developer may receive additional evaluation credit through incorporation of desired features and/or other Candidate Developer-proposed enhancements that are deemed beneficial to the County.

13.7 Factor 3: Property Management

For Factor 3, each Candidate Developer's proposal will be evaluated at the subfactor level and each subfactor will assigned a rating.

13.7.1 Subfactor 3.1: Property Management Approach

This subfactor is met when the Candidate Developer's Proposal demonstrated that:

The Candidate Developer's proposed organization and narrative that includes levels of management interaction, extent of the proposed team having worked together in the past, corporate management support of the project and legal form of ownership will enable them to assure project success throughout the life of the proposal. The Candidate Developer is able to field a qualified, experienced project team with the experience and workload capacity necessary to manage all the disciplines required to manage the property associated with a large-scale, long-term quality community.

The Candidate Developer may receive additional evaluation credit for incorporation of desired features and/or Candidate Developer-proposed enhancements that are deemed beneficial to the County.

13.7.2 Subfactor 3.2: Property Operations and Maintenance Strategy

This subfactor is satisfied if the Candidate Developer's Proposal demonstrated that:

The Candidate Developer has a clear understanding of what is required to manage, operate and maintain similar developments

The Candidate Developer may receive additional evaluation credit for incorporation of desired features and/or Candidate Developer-proposed enhancements that are deemed beneficial to the County.

13.8 Factor 4: Qualifications

For Factor 4, each Candidate Developer's Proposal will be evaluated at the subfactor level and each subfactor will be assigned a qualification rating.

13.8.1 Subfactor 4.1: Financial Capabilities

This subfactor is met when the Candidate Developer's Proposal demonstrates that:

The Candidate Developer is financially sound and any adverse information, such as litigation, disputes, claims, etc., has been resolved, or it will not negatively impact this project.

The Candidate Developer possesses the financial capability, bonding capacity, and institutional relationships necessary to obtain financing for a project of this size and scope.

The Candidate Developer identified sufficient sources of equity to be used for the project.

13.8.2 Subfactor 4.2: Organizational Capabilities

This subfactor is met when the Candidate Developer's Proposal demonstrates that:

- The Candidate Developer can field a qualified, experienced project team with the expertise and workload capacity necessary to manage all of the disciplines required to plan, develop, redevelop, manage, and maintain a large-scale, long-term, quality community development project.
- The Candidate Developer possesses the organizational capability to field a team that possesses the skills necessary to successfully close the transaction. These disciplines may include business planning, master planning, financing, public approvals, community relations, construction, environmental management, marketing, sales, rentals, historic preservation (architecture, landscape, and archeology) and long-term property management and maintenance.
- The Candidate Developer presented an organizational structure that allows for successful oversight and creation of an acceptable operating agreement and business plans.
- The Candidate Developer successfully demonstrated the workload capacity to incorporate the proposed project into their current and planned business operations.
- This subfactor considers the prospective Candidate Developer's ability to manage and integrate various functional disciplines relevant to the successful planning of the project. If an Candidate Developer is made up of two or more entities, this factor evaluates the organizational capabilities of each entity in their assigned areas of responsibility and any previous or current third-party certification of such ability. Resumes for individual personnel are not required.

13.9 Factor 5: References

The purpose of this evaluation is to assess the degree of confidence the will have in a Candidate Developer's ability to provide services that meet users' needs. This evaluation will assess how relevant the Candidate Developer's contracts/projects on previous efforts of similar size and scope to this acquisition have been rated by their customers, to include adherence to cost, quality, and schedule, business relationship, and customer satisfaction. This evaluation will be assessed against the Project Proposal factors and subfactors for relevance and performance, as follows:

13.9.1 Factor 1: Financial

Subfactor 1.1: Project Financing

Subfactor 1.2: Project Financial Viability and Sustainability

13.9.2 Factor 2: Development

Subfactor 2.1: Development Management Approach

Subfactor 2.2: Project Concept

13.9.3 Factor 3: Property Management

Subfactor 3.1: Property Management Approach

Subfactor 3.2: Property Operations and Maintenance Strategy

Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be initially submitted with the most complete and favorable terms from a technical and business standpoint which offerors are capable of submitting to the

County. Should proposals require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested.

Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and will not be considered further.

13.10 DESIGNATED DEVELOPER Exclusive negotiations

13.10.1 Strategy

The Designated Developer shall submit for County approval a proposed closing schedule within (5) five business days of notification of its selection as the Designated Developer. The Schedule shall outline activities that must occur prior to the date of the simultaneous transaction and financial closing. During the exclusive negotiation period, the County and County's consultant will work closely with the Designated Developer as it develops its closing documentation. It is the County's intent that as each item is completed, it will be submitted to the County's consultant and reviewed to ensure it addresses the elements in accordance with the RFP. It is the County's intent that the Designated Developer, its lender(s) and the County reach agreement on all material terms and conditions which will be included in the final Project Documents within one hundred twenty (120) days of Notification of its selection as Designated Developer.

13.10.2 Financial and business Plans

13.10.2.1 Part A: Financial

The Designated Developer shall submit financial related items including but not limited to the following. Once accepted by the County, these documents shall become transaction closing documents:

- Final Pro Forma
- Final Term Sheet and Commitment Letter
- Detailed Operating Budget – Year 1
- Detailed Development Budget – Initial Development Period
- Financial and Fee Plan
- Proof of equity contribution
- Project Insurance Certificates
- Completed Borrower Application Form, if applicable

13.10.2.2 Part B: Development

The Designated Developer shall submit development related items including but not limited to the following. Once accepted by the County, these items shall become transaction closing documents:

- 15% Site Design Plan
- 15% Housing Unit Designs – New and Renovated Units
- Development Phasing Schedule
- Certificate of Payment and Performance Bond
- Community Development Plan
- Construction Management Plan

- Unit Design Plan – new and renovated units
- Utilities Plan
- Demolition Plan
- Transition Plan

13.10.2.3 Part C: Property Management

The Designated Developer shall submit property management related items including but not limited to the following. Once accepted by the County, these plans shall become transaction closing documents:

- Property Operations and Management Plan
- Facilities Maintenance Plan
- Capital Repair and Replacement Plan
- Reinvestment Plan
- Environmental Management Plan

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14.0 INSURANCE:

14.1 The Contractor will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.

14.2 The Contractor shall, during the continuance of all work under the Contract provide the following:

- Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
- The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
- The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
- The Contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
- Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

14.3 Rating Requirements:

The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.

European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

14.3.1 Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix D) shall apply.

14.3.2 The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.

14.3.3 If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned

installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.

- 14.3.4 No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 14.3.5 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 14.3.6 The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.
- 14.3.7 If an "ACORD" Insurance Certificate form is used by the Contractor's Insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

15.0 REPORTS AND INVOICING:

The contractor(s) must maintain all records in compliance with federal and state regulations. The contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.

16.0 PAYMENTS:

The County will negotiate any payment schedule(s) with the developer.

17.0 ACCESS TO AND INSPECTION OF WORK:

The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

18.0 PROJECT AUDITS:

The contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:

If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;

In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;

To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the contractor's efficiency or effectiveness under this contract; and,

If it becomes necessary to determine the County's rights and the contractor's obligations under the Contract or to ascertain facts relative to any claim against the contractor that may result in a charge against the County.

These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the contractor's books and records under the conditions stated above.

Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years

thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records, documents and other evidence bearing on the costs and expenses of the services relating to the work.

Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.

Should the contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights, the contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

19.0 OTHER SERVICES:

The contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the County's administrators to monitor the program's progress and effectiveness. The County's administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year.

20.0 DATA SOURCES:

The County will provide the contractor all available data possessed by the County that relates to this contract. However, the contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

21.0 SAFEGUARDS OF INFORMATION:

Unless approved in writing by the County Purchasing Agent, the contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the contractor under the final contract.

22.0 ORDER OF PRECEDENCE:

In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix D).

23.0 SUBCONTRACTING:

If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmbes.state.va.us>; local chambers of commerce and other business organizations.

As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix D to this solicitation.

24.0 USE OF CONTRACT BY OTHER PUBLIC BODIES:

Reference Paragraph 75, General Conditions and Instructions to Bidders. Extension of Contract: Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other

public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix D for sample listing).

It is the contractor's responsibility to notify the public body(s) of the availability of the contract(s).

Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

Each public body has the option of executing a separate contract with the contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the contractor, the contractor may withdraw its extension of the award to that public body.

Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the contractor.

25.0 NEWS RELEASE BY VENDORS:

As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

26.0 AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

27.0 HIPAA COMPLIANCE:

Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of the Fairfax County Business Associate agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.

28.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of laws and clauses required by law to be inserted in this contract shall be deemed to be inserted herein and hereby incorporated by reference and the contract shall be read and enforced as though it were included herein and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.