

**DEPARTMENT OF THE ARMY**

**Fort Leonard Wood, Missouri**

Enhanced Use Lease

Request for Proposals

DATE OF ISSUANCE: 18 JAN 2013

DATE AND TIME PROPOSAL DUE: 19 FEB 2013 at 4:30pm Eastern Standard Time

After 11 FEB 2013 questions regarding this RFP may not be considered.

## DISCLAIMER

The information presented in this Request for Proposals and all supplements, revisions, modifications, updates, and addenda thereto (collectively, the “RFP”), including (without limitation) narrative descriptions and information, is not represented to be all of the information that may be material to an Offeror’s decision to submit a proposal in response to this RFP or to develop, construct, manage, and maintain the Project (as defined below) on Fort Leonard Wood, MO.

Neither the Department of the Army (“DA”), nor any of its contractors, subcontractors, officers, employees, counsel, advisors, or agents make any representation or warranty, whether express, implied, or created by operation of law, as to the accuracy or completeness of this RFP or any of its contents or materials referred to or provided pursuant to or in connection with this RFP, and no legal liability with respect thereto is assumed or may be implied. Any information or site description is merely provided to assist Offerors in their independent analysis of the decision to submit a proposal. The transaction contemplated by this RFP involves significant risks. Offerors and their advisors should review carefully all the information set forth in the RFP and any additional information available to them to evaluate such risks.

Except as expressly provided in the Transaction Documents (as defined in Section 1.4) executed by DA, no additional representation or warranty, whether express, implied, or created by operation of law, will be made by DA. No person has been authorized to make or give on behalf of DA any other written or oral representation, warranty or assurance with respect to the Project or the accuracy or completeness of the information provided in this RFP or otherwise and, if any such representation, warranty, or assurance is made or given, it may not be relied upon by any Offeror as having been made by or on behalf of DA, and DA shall not have any liability for or with respect to such statements.

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F E M A L E

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FINAL

**REQUEST FOR PROPOSALS**  
**ENHANCED USE LEASE**  
**FORT LEONARD WOOD MISSOURI**

**1. EXECUTIVE SUMMARY**

The Department of the Army (“DA”) is issuing this Request for Proposals (“RFP” or “Solicitation”), seeking competitive proposals from private, public, and/or not-for-profit entities interested in leasing certain land for the development of approximately 24.5 acres within the boundaries of Ft. Leonard Wood. The acreage offered for lease consists of undeveloped land, except for five relocatable buildings and associated utilities situated thereon. A successful Lessee will be required to remove and dispose of the buildings at their expense. This includes removing existing utilities to the main lines and repairing any damage to the street, all to be considered part of the developer’s costs.

This project (“Project”) contemplates that under its leasing authority, codified at 10 U.S.C. § 2667 (Attachment A, Leasing Statute), DA will lease land to a selected Offeror (“Offeror” or “Lessee”) for a term of up to thirty five (35) years, which includes any permitted extensions. The lease of undeveloped land for development by the Lessee is known as an Enhanced Use Lease (“EUL”). The Offeror/Lessee under the Lease will, in part (subject to the EUL), be authorized and responsible for financing, designing, developing, occupying, operating, and maintaining the Site in accordance with a detailed development plan approved by DA (“Development Plan”) and shall be responsible for complying with all applicable federal, state, and local laws, codes, ordinances, and regulations. The Project is approximately 24.5 contiguous acres comprising one site (“EUL Site”), which is bisected by East 4<sup>th</sup> Street into two smaller parcels. DA’s objective for this RFP is to receive proposals from Offerors offering to utilize these parcels under a ground lease agreement with DA (“EUL Agreement” or “EUL”). DA envisions that development of the EUL Site will entail a well-planned and coordinated endeavor to utilize the EUL Site in a manner which will be compatible with the Fort Leonard Wood’s ongoing mission-related activities as well as with the surrounding community.

Through the authority at 10 U.S.C. § 2667, DA can outlease the targeted land for the term identified above to accommodate the scope of the Project. In return for the lease of the DA’s real estate asset, the Offeror will provide consideration not less than the fair market value of the lease interest. DA’s primary economic objective in leasing the property is to capitalize the property’s value and redirect that value, in the form of consideration from the lease, into needed DA programs, activities, facilities, and space as authorized under 10 U.S.C. § 2667.

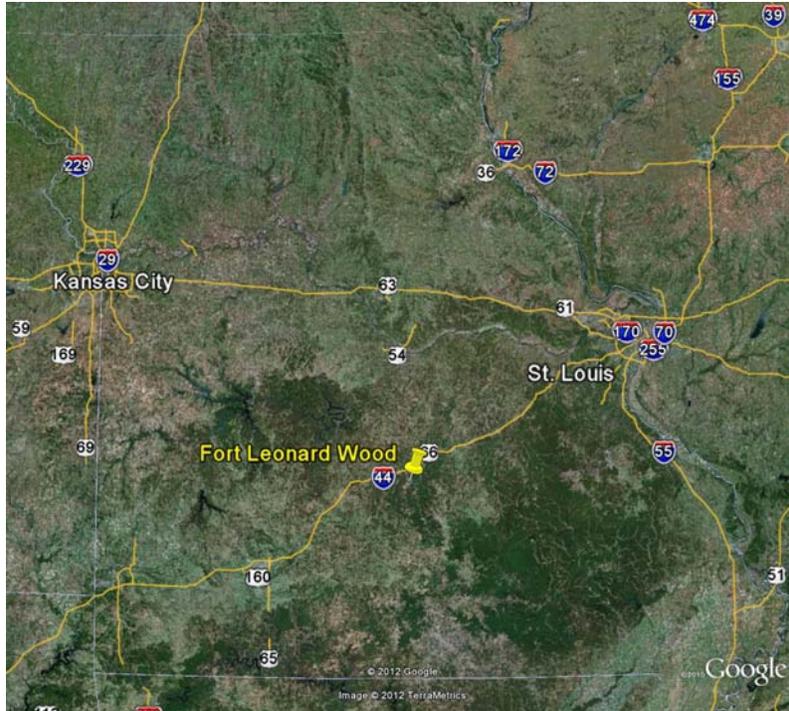
By submitting a proposal, each Offeror accepts all of the terms and conditions set forth in this RFP and its Attachments, including but not limited to the Business Terms Agreement and the EUL Agreement (i.e., Attachments B and C, respectively). Any conflict (whether actual or perceived) between the terms of the Business Terms Agreement, the EUL Agreement (collectively, the “Transaction Documents”), this RFP, or provisions therein shall be resolved at and in accordance with DA’s sole and absolute discretion, notwithstanding any provisions of the “Disclaimer” indicating otherwise, which is included and made part of this RFP, or any other document.

This RFP may be amended or supplemented and all such amendments and supplements shall be considered part of this RFP (and references to the RFP shall include all amendments and supplements unless otherwise specified). Any amendments to the RFP will be posted on the project web site at <http://eul.army.mil/FtLeonardWood/>; they will not be transmitted to individual Offerors. Offerors are strongly encouraged to check the web site on a regular basis for any such amendments.

DA reserves the right, at any time, without notice, at its sole and absolute discretion, to (a) modify, suspend, or waive any terms and conditions of this RFP; (b) waive any deficiency or irregularity in any proposal submitted; (c) reject any or all proposals; (d) extend any deadline set forth in this RFP; (e) terminate the RFP process, in whole or in part; (f) discuss any submission with the Offeror that submitted it and require the submission of additional information regarding any aspect of the Offeror’s proposal; (g) make an award to an Offeror which submits a proposal that is not the proposal that would provide DA with the highest value in terms of consideration to be paid under the EUL or otherwise; and (h) initiate further discussions and/or negotiations directly with the Offeror (after DA selects it for award), if DA believes that the type and/or amount of EUL consideration offered in the Offeror’s proposal warrants further refinement and/or enhancement.

## **2. PROPOSED DEVELOPMENT OF EUL SITE**

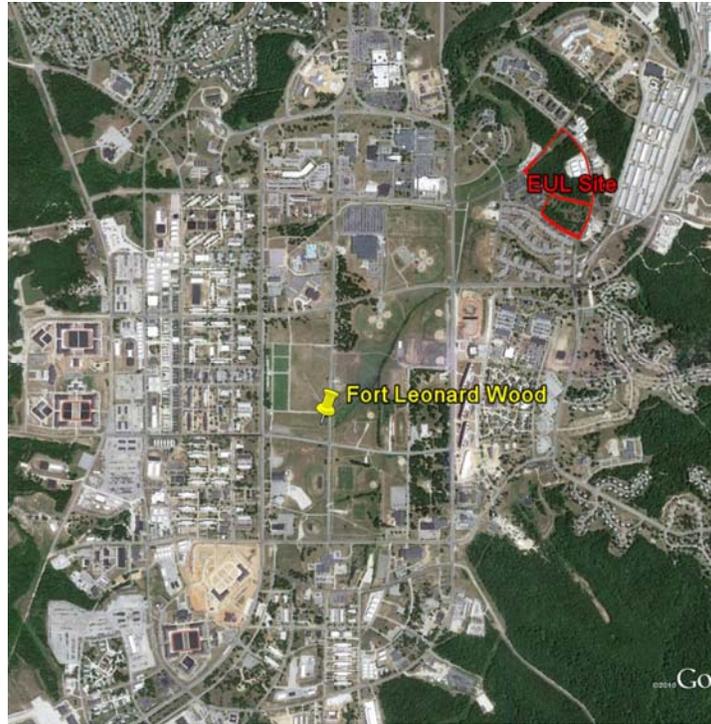
**2.1 Location.** Fort Leonard Wood is located south of Interstate 44, approximately 120 miles southwest of St. Louis, Missouri, and 75 miles northeast of Springfield, Missouri. The installation occupies 61,411 acres located in Pulaski County, but with a small portions located in Texas County. Much of the surrounding land is part of the Mark Twain National Forest and the towns of Waynesville and St. Robert are the closest municipalities to the installation. A map depicting the general location of Fort Leonard Wood within the State of Missouri is provided below.



*Fort Leonard Wood Regional Map*

## 2.2 The EUL Site.

**a. Description.** The EUL Site for this Project comprises approximately 24.5 acres within the boundaries of Fort Leonard Wood. The Site is bisected by East 4<sup>th</sup> Street into two smaller portions. Parcel 1 consists of approximately 7.052 acres and is bounded by 4<sup>th</sup> Street to the north, Oklahoma Avenue to the east, 5<sup>th</sup> Street to the South, and property leased to the University of Missouri to the west. Parcel 2 consists of 17.394 acres and is bounded on all sides by installation roads as follows: Replacement Street to the north and west, Oklahoma Avenue to the east, and 4<sup>th</sup> Street to the south. Parcel 1 is unoccupied and consists of native vegetation and trees. Parcel 2 is heavily wooded and includes relocatable buildings designated as Buildings 2097, 2097A, 2097B, 2097C, 2097D, and 2097E. The Offeror will be required to remove and dispose of the buildings at their expense. This includes removing existing utilities to the main lines and repairing any damage to the street, all to be considered as part of Offeror's costs.



*Fort Leonard Wood Installation Site Map*



*EUL Site*

**b. Objective.** The objective of the Fort Leonard Wood EUL Project is to establish an EUL Agreement utilizing the parcels described above in a single site lease for office uses. Retail uses may be permitted but must serve the EUL Site only. Any permitted retail uses must be approved and coordinated as required by 10 U.S.C. § 2667(b)(6) and (d).

**2.3 Development Considerations.** In considering whether to submit a proposal to develop the EUL Site, Offerors should consider certain factors about the EUL Site, such as the following:

**2.3.1 National Historic Preservation Act.**

**a.** Prior to entering into an EUL for the Site, the Offeror must fulfill the requirements of the National Historic Preservation Act, 16 U.S.C. §§ 470, et seq. (“NHPA”) in conjunction with the proposed Development Plan. NHPA requires the consideration of the effects of the Project on historic properties listed in the National Register of Historic Places (“NRHP”). Section 106 of the NHPA also requires the seeking of ways to avoid, minimize, or mitigate adverse effects (e.g., demolition) that the Development Plan might have on any historic properties during the execution stage of the EUL. Consummation of this effort will be accomplished by DA. DA will act in concert with the Offeror when necessary in the accomplishment of historical compliance.

**b.** The EUL site contains structures which are eligible for listing on the NRHP. These structures include, on Parcel 1, an amphitheater and other stonework built by prisoners of war during WWII. Therefore, any proposed project will require coordination with the State Historic Preservation Office (“SHPO”). Fort Leonard Wood has begun coordination with the SHPO; that letter is available for download at the project web site at <http://eul.army.mil/FtLeonardWood/>. The selected Offeror will be required to avoid the amphitheater during project planning and construction, or incorporate the structure into their development plan. The site also includes a bench and patio which have been determined ineligible for the NRHP. If the selected Offeror decides not to incorporate the bench and patio into their development, then the Offeror will be responsible for dismantling these features and delivering them to the Fort Leonard Wood Directorate of Public Works.

**2.3.2 National Environmental Policy Act and Other Environmental Considerations.**

**a. Compliance with Applicable Laws.** The EUL and the Project will be subject to all applicable federal, state, and local environmental laws, codes, ordinances, and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §§ 9601-9675; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6901, et seq.; and the National Environmental Policy Act (“NEPA”), 42 U.S.C. §§ 4321-4347. NEPA requires that federal agencies, including DA, avoid adverse environmental impacts to the maximum extent practicable when considering major

federal actions that could affect the quality of the human environment (e.g., an EUL). An Environmental Assessment (“EA”) was performed in January 2001 for an earlier phase of this EUL project, which was for a greater piece of land but included Parcels 1 and 2, in compliance with NEPA. This analysis will require updating, at the Offeror’s expense, to address any changes that may have occurred from the original conditions studied in the EA since 2001. The additional NEPA analysis will be initiated by the Offeror upon DA’s selection of the Offeror. The Offeror will be required to provide development-specific information to support the analysis. The NEPA documentation must be completed prior to execution of the EUL. Offeror will be responsible for complying with any mitigation requirements of the NEPA analysis. In addition, the Offeror will be responsible for complying with regulatory requirements for the removal of any asbestos and/or lead-containing material. All required environmental studies, reports, updates, and site assessments, and any required or appropriate remediation or abatement, as well as compliance with all applicable environmental laws, will be the responsibility of the Offeror, unless and to the extent that DA otherwise agrees at its sole and absolute discretion. The 2001 EA can be downloaded from the project web site at <http://eul.army.mil/FtLeonardWood/>.

**b. Environmental Conditions.** In 2010 an Environmental Baseline Survey (“EBS”) was conducted for the EUL site by the U.S. Army Corps of Engineers, Kansas City District. The 2010 EBS studied a larger area which included Parcels 1 and 2. This EBS was based on a review of available records, visual and site inspections, and interviews with key site personnel. Based on the EBS, the environmental condition of property was determined to be Type 4, which is defined as an area or parcel of real property where release, disposal, or migration, or some combination thereof, of hazardous substances has occurred, and all remedial actions necessary to protect human health and the environment have been taken. It shall be the Offeror’s responsibility to bear all costs associated with any actions associated with any activities necessitated by any environmental conditions on the EUL site, whether known or unknown. An earlier 2000 EBS and the 2010 EBS can be downloaded from the project web site at <http://eul.army.mil/FtLeonardWood/>. These environmental baseline surveys are provided for information purposes only and do not constitute a warranty as to the environmental conditions to be found on the EUL Site. The Offeror should conduct its own due diligence regarding environmental conditions on the EUL Site.

**2.3.3 Infrastructure.** The EUL Site is contained entirely within Fort Leonard Wood. The Offeror will be responsible for coordination, design, permitting and construction of all utilities and support services used in the operation and management of the newly developed buildings and leased land, without cost to the DA. The DA will be the primary provider of law enforcement services to the EUL site. Fort Leonard Wood may provide fire protection services, but only within its capabilities and with first priority being given to protection of the DA’s non-leased property or other DA property. The Offeror will be expected to reimburse Fort Leonard Wood for police, fire, emergency services, and utilities if those services are provided by Fort

Leonard Wood. The terms, conditions, and costs for these services will be negotiated and documented between the DA and the Offeror in a Service Support Agreement. The following infrastructure elements must be considered:

**a. Parking on the EUL Site.** The Offeror must provide an adequate number of parking spaces on the Site appropriate for the proposed development.

**b. Utilities.** Not to be confused with the utility lines serving the relocatable buildings on Parcel 2, which are to be removed at the Offeror's expense, there are existing utilities on the site which will remain including but not limited to electrical power lines and guy anchors, public and private communications lines, and water lines. The water and sanitary sewer systems are government owned and operated. During the design process the Army will determine where the points of demarcation will be for water and sewer extensions. It is expected that the water and sanitary sewer lines within the EUL site will be owned and maintained by the Offeror.

All other utilities or services (at a minimum electric, telephone, cable TV) are privately owned. Private utilities and their points of contact are listed below:

Laclede Electrical Cooperative (supplies electricity from substation to point of use)  
1400 E. Route 66  
PO Box M  
Lebanon MO 65536  
800-299-3164  
<http://www.lacledeelectric.com>

Sho-Me Power Electric Cooperative (supplies electricity to substations)  
301 W. Jackson  
PO Box D  
Marshfield MO 65706  
888-468-2615  
<http://www.shomepower.com>

Omega Pipeline Co., LLC (Omega supplies natural gas to Fort Leonard Wood)  
PO Box 2861  
Ft. Leonard Wood MO 65473  
573-329-3382  
<http://www.omegapipeline.com>

The Offeror is responsible for negotiating service from or relocation of existing lines directly with each of these private suppliers. The Offeror will be responsible for the cost of design, permitting and construction of all utility extensions to serve the site. Private utilities extending

across Army lands outside the site may require an easement which must be obtained or provided at the Offeror's expense.

The electric suppliers are completing work on Substation 2 directly across Replacement Avenue from the northwest portion of Parcel 2 and will also be constructing new electrical power lines on Parcel 2. Overhead electric lines run parallel to Replacement Avenue through the northwest portion of Parcel 2 and will remain.

A 12" water main runs parallel to Replacement Avenue through the northwest portion of Parcel 2 and can be tapped into at any point along the line, subject to DA approval. Additionally, an 8" PVC water main runs between the Parcels in a southeasterly direction from the corner of Replacement Avenue and East 4th Street to approximately the mid-point of East 4th Street between Replacement Avenue and Oklahoma Avenue. This main can also be tapped, with DA approval. New water mains to serve the EUL site shall be installed per the requirements for public water lines and permitted by the Missouri Department of Natural Resources.

There is no access to the sanitary sewer system on the site. The Offeror may extend an 8"(minimum) diameter sewer main from an existing 21" reinforced concrete sewer main, which at its closest point to the site is approximately 280' in a northwesterly direction from the corner of Replacement Avenue and East 4th Street. Connection shall be at an existing manhole on the 21" main. New sanitary sewer lines to the site shall be installed as a sewer main and permitted by the Missouri Department of Natural Resources.

A separate existing 8" polyvinyl chloride (pvc) sanitary sewer main located on the north side of East 5th Street can be extended to serve Parcel 1, however this line is located on an existing lease to the University of Missouri (UM) and would require consent and coordination between Fort Leonard Wood and the University of Missouri.

If the Offeror extends the 21" wastewater main line to serve Parcel 2, or the 8" pvc wastewater main line to serve Parcel 1, the Offeror shall allow for future connections to that extension(s) by the Government so that the parcel at the southeast corner of Oklahoma Avenue and East 4<sup>th</sup> street can be served by wastewater services.

The Offeror may need to comply with the Davis-Bacon Act and/or the Service Contract Act to the extent that utilities are required to be constructed by the Offeror outside the demarcation points.

The issues mentioned in the preceding two paragraphs will be further clarified once a Development Plan is received and finalized during negotiations with the selected Offeror.

To acquire maps of utilities near and on the EUL site, Offerors must download a non-disclosure form from the project web site at <http://eul.army.mil/FtLeonardWood/>, execute the form, and

submit it with a request for the maps to Mr. William Shockney, Fort Leonard Wood EUL project manager as per Section 4.1.1 b.

All information concerning the location and size of the utilities provided in this RFP or on the map(s) described above is based on the best information available to the Army and is provided as a courtesy to the Offeror. No warranty is made as to the accuracy of this information and all information regarding these utilities should be field verified by the Offeror.

**c. Access** Currently, access to Fort Leonard Wood can be made through any open Gate, by showing proper identification and proof of insurance. However guards have the discretion to select a vehicle for closer inspection. Due to the ever-changing nature of security conditions at Fort Leonard Wood, the Offeror, its sublessees, employers, and invited guests shall comply with all Installation access restrictions imposed by the Government.

Once inside Fort Leonard Wood, the Offeror, its sublessees, employers, and invited guests can proceed to the EUL site via any route they deem appropriate.

In regards to access onto the site itself, Fort Leonard Wood's preference is for the site entrance to be near the intersection of Replacement Avenue and E. 4<sup>th</sup> Street, away from the barracks facing the opposite side of the EUL site.

#### **2.3.4 Legal Considerations.**

**a. Overview.** The Offeror is responsible for conducting its own due diligence regarding the Site including, without limitation, whether (1) the development of the Site, as contemplated by the Proposal, can be accomplished in compliance with applicable federal, state, and local requirements (including fire, life safety, accessibility, zoning, state and local building codes, and other local land use restrictions); (2) the condition of the Site is suitable for the Offeror's contemplated use; (3) the necessary permits, variances, special exceptions and other governmental actions or approvals required for the contemplated development reasonably can be obtained (at no cost or expense to DA); and (3) the contemplated use is otherwise practical and economically feasible.

**b. Taxes.** The Offeror during the EUL term will be subject to any and all applicable state and local taxes, fees, assessments, and special assessments legally chargeable to the EUL, the Offeror's leasehold interest, and the Offeror's underlying improvements. However, in accordance with 10 U.S.C. § 2667(f), if and to the extent the EUL site (i.e., the underlying land) is later made taxable by State or local governments under an Act of Congress, the EUL Agreement shall be renegotiated.

**c. Physical Security.** The Offeror shall include in its proposal an overview of the physical security that will be provided based upon the individual space requirements and tenant mix of the proposed EUL project.

**d. Energy Conservation and Sustainable Design Requirements.** Offeror shall design and construct its development to obtain a minimum of the silver certification by the U.S. Green Building Council for Leadership in Energy and Environmental Design (LEED).

**e. Federal Jurisdiction.** The Federal Government has partial legislative jurisdiction authority over Fort Leonard Wood, including the EUL site. As such the Federal Government has the power and authority to enact, execute, and enforce general legislation within Fort Leonard Wood. The State of Missouri, however, has not ceded its right to tax non-federal activities on Fort Leonard Wood. Please see Army Regulation 405-20 *Federal Legislative Jurisdiction* for more information.

**f. Felled Timber Disposal.** In accordance with Army Regulation (AR) 405-90 *Disposal of Real Estate* and AR 200-1 *Environmental Protection and Enhancement*, the Federal Government must receive the fair market value of any merchantable timber that is felled because of project construction activities. The Federal Government will determine the fair market value of merchantable timber to be removed. The Offeror shall pay the Federal Government the appraised fair market value of the merchantable timber to be felled and disposed of by the Lessee. The receipt by the Federal Government of the fair market value of the merchantable timber is in addition to consideration received by the Federal Government under the EUL.

**g. Prevailing Wages.** Unless the Offeror can demonstrate to the satisfaction of DA in the form of a written determination or written correspondence from the U.S. Department of Labor that the Offeror or the Project is exempt therefrom, Offeror shall comply with the requirements of the Davis-Bacon Act, as amended, 40 U.S.C. § 3141, et seq. and the relevant rules, regulations, and orders of the Secretary of Labor applicable thereto.

**2.3.5 Handicap Accessibility.** The Offeror will be required to ensure that its design, development, construction, operation, and maintenance plans and activities on the EUL Site comply in all respects with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Architectural Barriers Act of 1968, 42 U.S.C. § 4151, et seq., as amended.

**2.3.6 EUL Statutory Requirements.** Under 10 U.S.C. § 2667(a)(1-3) (Attachment A), the Secretary of the Army must make certain determinations before entering into an EUL, including that (a) the EUL site is not excess property as defined by the Federal Property and Administration Services Act of 1949, as amended (40 U.S.C. § 472(e)), and is not at this time needed for other public use; (b) a lease of the EUL site is advantageous to the United States; and (c) that a lease of such Premises on the terms set forth in this Lease is in the public interest. In addition, 10 U.S.C. § 2667(b) (Attachment A) requires the Secretary of the Army to make certain findings with respect to the fair market value of the lease interest and any deviation of required lease terms. Pursuant to 10 U.S.C. § 2662(a)(1)(C), not less than 30 days prior to entering into an EUL whose annual payment, including in-kind consideration to be accepted under the EUL,

will exceed \$750,000.00, the Secretary of the Army must provide formal written notice to the Congressional Defense Committees advising of their intent to enter into the EUL.

**2.3.7 Compliance with DA's Requirements and EUL Consideration.** In exchange for DA entering into the contemplated EUL, the Offeror (per 10 U.S.C. § 2667) will be required to provide consideration not less than the fair market value of the lease interest as determined by DA (i.e., rent) and/or in-kind lease consideration as approved by DA. Offerors should note that the EUL will provide that any activities to be conducted on the EUL site cannot conflict with the mission or operations of the DA. For example, DA will not allow any illegal gambling or pornographic operations to be conducted on the EUL site. In addition, if the Offeror's proposal calls for the establishment and/or operation of any activity that directly competes with the traditional business of the Army and Air Force Exchange Service, the Navy Exchange Service Command, the Marine Corps exchanges, the Defense Commissary Agency, or the revenue-generating nonappropriated fund activities of the Department of Defense conducted for the morale, welfare, and recreation of members of the armed forces, the Offeror will be required to provide these entities the right to establish and operate a community support facility or provide community support services, or to seek equitable compensation for morale, welfare, and recreation programs of the Department of Defense in lieu of the operation of such a facility or the provision of such services.

**2.3.8 DA's Goals and Objectives.** DA intends to evaluate the Offerors' understanding of a realistic approach to accomplishing and complying with the following goals and objectives for this Project:

- Maximize value to DA but at a minimum obtain the fair market value;
- Allow DA to utilize cash rent or in-kind consideration generated by the project to enhance the quality of life for those working at and served by Fort Leonard Wood;
- Maintain security as directed per federal, DoD, and DA guidance and standards;
- Integrate successfully the development activities with cultural resources and environmental policy management requirements without interfering with the mission of Fort Leonard Wood;
- Successfully blend development activities into the remaining base activities and with the existing base architecture;
- Maintain positive relations with the communities surrounding the EUL site; and
- Employ the best commercial practices to the benefit of both the DA and the Offeror.

Offeror will be required to begin construction within 18 months of the signing of the EUL. If Offeror does not begin construction within the 18-month period, the EUL will be terminated at the Army's discretion.

**2.3.9 Site Development Preference.** The Offeror will also develop the site in a manner compatible with the surrounding land and shall accommodate administrative/office and warehouse uses on the EUL site. Fort Leonard Wood's preference is for the site entrance to be

near the intersection of Replacement Avenue and E. 4<sup>th</sup> Street, away from the barracks facing the opposite side of the EUL site. DA's preference is to receive cash consideration for this EUL, but DA reserves the right to receive consideration in the form of in-kind services at any time. Any decision by Army to accept in-kind consideration in lieu of cash will be fully coordinated with the Lessee in advance.

**2.3.10 Other Considerations.** When preparing their proposals in response to this RFP, Offerors should be cognizant of the following:

- a.** DA will not participate in, or allow its or the United States' interest in the EUL site to be used as security for financing for the Project or otherwise, including without limitation, providing any kind of guaranty or act in any way as a beneficiary for a financing vehicle.
- b.** In regard to any proposed Project-related financing to be obtained by the Offeror, DA as a general rule will not approve any financing that includes requirements that operate to deny, restrict, or subordinate DA's right to terminate the EUL upon the Offeror's failure to cure an outstanding event of default thereunder. This includes any document, to include the EUL, that would prevent DA from terminating the EUL due to "cross default" arising from one or more parcels on the Property. Any proposed Project financing that does not comply with this restriction must be explicitly identified in the RFP proposal for DA's unilateral review and evaluation.
- c.** The successful Offeror must establish and maintain positive relations and communications with State and local governmental authorities and the local communities during negotiations with DA and any of its representatives.
- d.** The successful Offeror must integrate development activities with cultural resources and historical and environmental policy management requirements in support of the Fort Leonard Wood mission and operations.
- e.** The Offeror will be responsible for coordinating the work schedule with DA in order to minimize disruption to Fort Leonard Wood's activities and operations. This coordination includes the work of any contractor or subcontractor that the Offeror retains in connection with the Project.
- f.** DA will have no obligation to lease any space on the EUL site.

### **3. DEVELOPMENT PLAN**

**3.1 Developer's Plan.** Following its selection, the Offeror will be responsible for preparing a detailed Development Plan for the Project. The Development Plan will be required to contain a description of the Project and to address comprehensively all significant issues regarding its development, operation, management, and maintenance. Offeror will have ninety (90) days after Offeror is notified of being selected to complete and submit the Development Plan, per the

requirement contained in this RFP. The Development Plan must include, but should not be limited to, the following:

**a. Project Overview.**

- (1) The specific type of Project contemplated by the Offeror and a comprehensive plan for the redevelopment of the EUL site.
- (2) Project feasibility.
- (3) Plans to ensure proposed uses are compatible with DA's mission.
- (4) Fulfillment of DA requirements, goals, and objectives as defined in Sections 2.3.8, 2.3.9, 2.3.10, 2.3.11 and 4.2.3.4.
- (5) Development schedule.
- (6) Development Team composition.
- (7) Community awareness strategies and a community relations plan.

**b. Transaction Terms.**

- (1) Transaction structure.
- (2) Proposed entity of the Offeror that would serve as the lessee (on behalf of the Offeror) under the EUL.
- (3) Proposed term of EUL (i.e., up to 35 years, including extensions)

**(4) c. Project Financing.**

- (1) Financing plan, including sources of funds and any proposed tax abatements.
- (2) Development budgets.
- (3) Financing Commitment Letters – written assurance(s) from the proposed funding sources that those sources will provide the project financing proposed as part of the Offeror's financing structure at the EUL closing, with all conditions required for such funding clearly articulated.
- (4) Performance bond – a written commitment from a surety to provide a performance bond in the appropriate amount at the EUL closing

**d. Construction Plan.**

- (1) Drawings and site plans.

(2) Analysis of existing land use restrictions governing the EUL site, development and land use recommendations, variances required and plans for obtaining them.

(3) Utilities, parking, traffic mitigation, and landscape plans.

(4) Impact of proposed Development Plan on identified environmental considerations and historic properties, including documentation required to comply or facilitate compliance with NHPA.

(5) Public/private entitlements.

(6) Development and construction management.

**e. Project Operations.**

(1) Marketing and Leasing Plan.

(2) Property and asset protection (e.g., security), management, and maintenance (e.g., a funded maintenance account to cover non-routine repairs).

(3) Supportive services plan, which outlines how the EUL project will be coordinated and managed, including traffic management, fire and police protection, site security, and utilities.

**f. Project Closeout.** Offerors are referred to section 6.03 paragraph (c) *Surrendering the Premises* of the sample EUL agreement regarding Offeror's obligations at the end of the lease term.

**3.2 Formulation of Development Plan.** DA recognizes that formulation of the Development Plan will require the Offeror to work closely and cooperatively with DA. DA will provide final approval and cooperate with the Offeror during the drafting process to facilitate preparation of the final Development Plan. It is anticipated that the Offeror will provide DA with drafts of the Development Plan (or portions thereof, depending upon the Milestone Timetable) throughout the drafting process. The Development Plan will be subject to DA's review and approval and may be subject to review and comment by local government and other stakeholders.

**3.3 Milestones.** The Offeror will be required to meet the milestones within the timeframes set forth on the Milestone Timetable and agreed to in the Business Terms Agreement (Attachment B, Business Terms Agreement), with any such extensions or modifications that DA agrees to at its discretion. If the Offeror fails to complete the Development Plan or any other milestone in a timely manner, DA shall have the right, at its discretion, to provide written notice terminating all future discussions with and rights of the Offeror under this RFP and the Business Terms Agreement. Upon such termination, DA shall neither owe nor pay any fees, costs, expenses, or monetary penalties to the Offeror for any reason(s) regarding or stemming from this RFP and its process, and DA shall, at its discretion, be free to select another Offeror in order to further pursue the EUL and Project.

**3.4 Completion of Development Plan.** Upon the completion of the Development Plan and final approval by DA, and the completion of any other outstanding key milestones and other requirements of the EUL Statute, the Offeror will enter into an EUL with DA. The EUL Agreement will be in the form contained in Attachment C to this RFP, with such modifications as are deemed necessary and appropriate by DA at its sole and absolute discretion. DA anticipates that the EUL will be for the lease term of no more than 35 years, including any permitted extensions.

#### **4. CONTENTS AND PROCESS FOR SUBMISSION OF PROPOSALS**

**4.1 Submission of Proposals.** Offerors interested in the Project should submit a proposal in accordance with and meeting the following requirements:

##### **4.1.1 Time and Date of Submission.**

**a.** Proposals must be received by 4:30 pm Eastern Standard Time on 19 FEB 2013 (the “Closing Time”) in the front office of the Real Estate Division, Baltimore District of the United States Army Corps of Engineers, at the address provided below. Proposals received after the Closing Time will not be considered and will be returned to the bidder.

**b.** Questions regarding this RFP must be submitted in writing by emailing William Shockney, Fort Leonard Wood EUL project manager at [Bill.Shockney@usace.army.mil](mailto:Bill.Shockney@usace.army.mil) by 4:30 pm EST on 11 FEB 2013. Responses will be provided by either an amendment to the RFP or through a posting on the RFP website, which can be accessed at the following location:

<http://eul.army.mil/FtLeonardWood/>. Offerors are strongly encouraged to check the project website on a regular basis for such postings. DA, in its sole and absolute discretion, reserves the right to provide all prospective Offerors with copies of any Offeror questions it receives and any answers, clarifications, and/or information it provides in response thereto, if it determines that doing so may be of general interest to potential Offerors. After 11 FEB 2013, questions may not be considered.

**c.** All Government communication regarding this RFP shall be from William Shockney, Fort Leonard Wood EUL project manager.

**4.1.2 Place and Manner of Submission.** Proposals must be delivered to the following address:

USACE Baltimore District  
CENAB-RE-MI  
10 S. Howard Street  
Baltimore MD 21201

Proposals must be delivered by mail, courier, or hand delivery. Proposals will not be accepted if delivered by electronic means (including facsimile).

**4.1.3 Packaging and Copies.** Proposals must be in a sealed envelope or package with the following information conspicuously and legibly written or typed on the outside:

**a.** Offeror’s name and Offeror’s complete address. Name and contact information for Offeror’s contact person (e.g., telephone, email and facsimile).

**b.** The following statement (to be completed upon delivery to DA):

“Proposal Received by DA as of \_\_\_\_\_ (time) on \_\_\_\_\_ (date)”

**c.** The following sentence must appear in the lower left hand corner of the envelope or package:

**“Sealed Proposal for EUL at Fort Leonard Wood, MO.”**

**d.** In order to be considered, Offerors must submit one (1) original and six (6) hard copies of its proposal plus one (1) electronic working copy of the proposal on a CD ROM to DA. The entire proposal must be included on the same CD ROM in PDF format. In addition, any Excel or other spreadsheets that allow data to be manipulated must be included in their native (i.e., Excel), unprotected and accessible format. Each hard copy of the proposal must be bound in a three-ring binder (to allow DA to easily remove parts for copying and/or circulation). Submissions must be comprised of two separate volumes, formatted as described below.

## **4.2 Proposal Content.**

**4.2.1 Format.** Each proposal must contain the following sections in the following order, with each section clearly labeled, beginning on a new page and not exceeding the applicable section page limit.

**4.2.2 Volume I:** A cover letter (on the Offeror’s letter head) including a statement to the effect that the Offeror has read and agrees to comply with all of the terms, conditions, and instructions provided in this RFP. Any requests for waivers or exceptions must be clearly identified in the cover letter, and shall be subject to DA’s review and approval. The Business Terms Agreement, executed by the Offeror, should be included with Volume I.

**4.2.3 Volume II:** Volume II should consist of the following nine (9) sections, each of which is described below in Sections 4.2.3.1 through 4.2.3.9.

Section Description	Page Limit
Ia. Offeror’s Background and Administrative Information	5 pages
Ib. Relevant Offeror Experience, Past and Present Performance, Etc.	10 pages
IIa. Development Concept and Milestone Timetable	10 pages
IIb. DA’s Requirements, Goals, and Objectives	5 pages

III. Financial Capability and Pro Forma	10 pages
IVa. Supportive Services	10 pages
IVb. Property Maintenance and Management	10 pages
Va. Capability and Qualifications	10 pages
Vb. Community Relations	5 pages
	Total 75 pages

Pages submitted that are in excess of any page limit (including a section page limit) will, at DA’s sole discretion, be discarded and not reviewed or evaluated by DA. Supporting data, such as forms required to be provided, resumes, organizational charts, financial statements, pro forma financial statements, cost estimates, engineering calculations, photographs, drawings, catalogue cuts, as well as the Milestone Timetable and Consideration to DA, will not be included for purposes of compliance with page limits. Proposals must be typewritten in eleven (11) point font size or greater.

**4.2.3.1 Section Ia: Offeror’s Background and Administrative Information.** This section must contain the following general information about the Offeror and, in the case of an Offeror that is a special purpose entity (i.e., an entity that does not have or is not expected to have an ongoing business other than the development and operation of the Project), each partner, member, or shareholder of the Offeror (referred to herein as “team members”).

**a.** The name, Employer Identification Number, address, telephone number, e-mail address, facsimile number, Dunn and Bradstreet (DUNS) number (if available), and for the Offeror only, the name (and contact information) of the representative authorized to act on behalf of the Offeror and the name (and contact information) of the individual designated by the Offeror as the person to whom questions and/or requests for information are to be directed;

**b.** The name and relationship of the Offeror and/or team member(s), as applicable, to each entity that will provide funding and/or financial backing for the Project (including any guaranty or other security that may be required by DA), such as a bank or other letter of credit issuer or other project funding source, or an Offeror’s parent or other affiliate that is not a special purpose entity;

**c.** A description of the form of business (whether a corporation, a nonprofit or charitable institution, a partnership, a limited liability company, a business association or a joint venture), the jurisdiction of organization and operation, and a brief history of the organization and its principals;

**d.** Location of organization and start-up date of operations;

e. State whether the Offeror or team member, as applicable, has ever been terminated for default, non-compliance, or non-performance on a contract or lease, or debarred from any federal, state, or local government contracts and, if so, provide the date and a detailed description of the occurrence;

f. For any Offeror and any team member, as applicable, that is a corporation, provide the following: (1) articles of incorporation, certificate of good standing, and by-laws; (2) copy of corporate resolutions, certified by a corporate officer, authorizing the Offeror's submission of, or team member's participation with the Offeror in the submission of, the proposal and the entity's authority to proceed with the Project (assuming an RFP award is made and DA's approval is obtained); and (3) summary of its current business activity;

g. For any Offeror and any team member, as applicable, that is a partnership, joint venture, or limited liability company, provide the following: (1) partnership, joint venture, or limited liability company agreement; (2) unless formed for the sole purpose of submitting the proposal and engaging in the development of the Project, a summary of the Offeror's and each team member's, as applicable, business activity; and (3) a copy of resolutions or other partnership, joint venture, or limited liability company action, certified by a corporate officer, partner, or manager, authorizing the Offeror's submission of, or a team member's participation with the Offeror in the submission of, the proposal and the entity's authority to proceed with the Project (assuming DA's approval is obtained); and

h. For any Offeror or team member, as applicable, that is a sole proprietorship, provide the date of birth, current address, and a summary of current business activity.

**4.2.3.2 Section Ib: Relevant Offeror Experience, Past Performance.** For the Offeror including any "special purpose entity" Offeror, this section must include, for each "key team member," three parts: past experience and performance (Part 1), litigation and similar actions (Part 2), and description of the proposed Architectural and Engineering ("A&E") design firm and construction firm team that will be utilized for this EUL (Part 3). For purposes of this section, a "**key team member**" should be considered any member that will be responsible for 20% or more of the services or fees under this proposed EUL.

**a. Part 1**

(1) Offerors must have demonstrated expertise in and capacity for developing and operating the type of project proposed under this RFP. Offerors should show that they have experience with projects of similar size and scope to, and have completed or placed in service at least one currently-operating development project of a size comparable to or larger than the project contemplated in this RFP.

(2) Concise narrative description of the Offeror's and each team member's (as applicable) relevant past experience, including (in the narrative) a description of at least four (4) projects

(past or current). Specifically, this Part must include a description of at least four (4) projects on which either the Offeror or a team member has acted as a prime Offeror on projects that are comparable in magnitude and complexity to the Project as proposed by the Offeror. Each project described must have been completed within the past ten (10) years or commenced construction no later than January of 2010. For each project listed, provide sufficient information to allow DA to identify the project, confirm that the project is comparable in magnitude and complexity to the Project, and contact each of the sources of financing for, other professionals involved in, and the owner with respect to the Offeror's or team member's past performance on, the project.

(3) Each Offeror should also include a list of at least four (4) references (clients or stakeholders in client projects) for whom the Offeror or a team member has successfully completed relevant development projects within the past ten (10) years. Each reference should be able to assess and provide information to DA regarding performance and client or stakeholder (as applicable) satisfaction. Provide the name, title (if any), project role (if any), address, telephone number, facsimile number for each reference, and email address.

(4) Including a reference on this list will constitute authorization for DA to contact and discuss the Offeror's or team member's performance. Some of the factors that DA may ask references to discuss include:

- (a) Quality of the working relationship with the client (the tenant and/or owner);
- (b) Professionalism and integrity with which the Offeror or team member conducted business;
- (c) Responsiveness to the client's needs and expectations;
- (d) Level of communication;
- (e) Value added to the project as the result of cost savings, favorable financing, positive asset management, etc;
- (f) Delivery of the project within budget and on schedule;
- (g) Quality control of the project design and construction;
- (h) Type and quality of the supportive services offered; and developed strong working relationships with community stakeholders; and
- (i) Other relevant aspects in the management of a project development and operation (as applicable) for a client.

(5) Information provided in Part 1 will be used by DA to evaluate (a) the extent of the Offeror's and its team members' general and key personnel experience and past performance in successfully planning for, developing, and operating facilities similar to those proposed under

this RFP; and (b) any other relevant information about comparable projects performed by the Offeror or its team members.

**b. Part 2.**

(1) List and explain in reasonable detail the following for every member of the team:

(a) Each instance in which the Offeror, any team member, or any principal, partner, director, or officer of the Offeror was convicted of or pleaded guilty or nolo contendere to a crime (other than a traffic offense);

(b) Each instance within the past ten (10) years in which an order, judgment, or decree (including as a result of a settlement) was entered against the Offeror, any team member, or any principal, partner, director, or officer of the Offeror or any team member, whether by a court, an administrative agency, or other governmental body, or an arbitral or other alternative dispute resolution tribunal, in any civil proceeding or action in which fraud, gross negligence, willful misconduct, misrepresentation, deceit, dishonesty, breach of any fiduciary duty, embezzlement, looting, conflict of interest, or any similar misdeed was alleged (regardless of whether any wrongdoing was admitted or proven); and

(c) Each action or other proceeding decided within the past ten (10) years, and each action or proceeding currently pending against the Offeror, any team member, or any principal, partner, director, or officer of the Offeror or of any team member, whether before a court, an administrative agency, governmental body, or an arbitral or other alternative dispute resolution tribunal, which, if decided in a manner adverse to the Offeror, team member, principal, partner, director, or officer (as applicable), would reasonably be expected to adversely affect the ability of the Offeror or team member to perform its obligations with respect to the Project (including the ability to obtain or repay financing).

(d) Each instance within the past ten (10) years in which the Offeror, any team member, or any principal, partner, director or officer of the Offeror, has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state, or local department or agency.

(e) Each instance within the past ten (10) years in which the Offeror, any team member, or any principal, partner, director or officer of the Offeror, has had one or more public transactions (federal, state, or local) terminated for cause or default.

(f) Each material instance of litigation or a formal Alternative Dispute Resolution (“ADR”) process (e.g., binding arbitration) within the past ten (10) years, and involving a claim in excess of \$50,000, to which the Offeror, any team member, or any principal, partner, director or officer of the Offeror, has been a party relating to partnering and/or financial performance. For those

matters involving a claim equal to or in excess of \$500,000, provide a detailed description of the litigation or ADR process.

(2) Responses to Part 2 should include a list of the relevant actions in the text, with the required detail in an appendix to the proposal. The appendix portion of the response required by Part 2 will not be included when calculating compliance with proposal page limitations.

### **c. Part 3**

(1) The A&E Design Firm: List and explain in reasonable detail, in a narrative form, the proposed A&E firm's and consultants' background and experience, design philosophy, location, and number of employees. The Offeror should provide information describing past experience working with the proposed A&E firm, as well as proposed teaming structure for the EUL Project. The A&E firm should have relevant experience.

(2) The Construction Firm: List and explain in reasonable detail, in a narrative form, the proposed construction firm's background and experience, location, number of employees, and bonding capacity. The Offeror shall provide information describing past experience working with the proposed construction firm, as well as the proposed teaming structure for the EUL Project.

#### **4.2.3.3 Section IIa: Development Concept and Milestone Timetable.**

This factor will be used to evaluate and demonstrate that the Offeror has a clear understanding of the anticipated design and construction elements of the Project. Specifically, the Offeror shall submit a detailed narrative describing the Offeror's proposed Project concept, approach and vision, including an accurate overall description of the intended Project design and construction methodology. Offeror should place special emphasis on how its approach addresses the entire Project and how it demonstrates a clear understanding of the scope and complexity associated with the Project. The description should include a detailed narrative describing the Offeror's proposal for the Project, its approach and vision, including an overall description of the intended Project design and construction methodology as well as its plan for any demolition or renovation. It also should examine the perceived desirability of the Project from DA's perspective; the timing, value, and type of the monetary and/or in-kind consideration to be provided to DA per Sections 1.3, 2.3.7, and 2.3.8 of this RFP; and demonstrate that the Offeror has a clear understanding of how to accomplish the Project (including any proposed redevelopment, construction, and renovation activities) in a timely manner and on budget.

The Project development concept must provide a description and justification for all proposed facilities. The development concept description should specify the size and number of buildings in the Project, as well as the breakdown of users. Offerors should support the proposed project size by citing available market demand data and local market knowledge. The Concept should

address income possibilities, which will supplement revenue streams other than income from tenants. The Project concept shall include, but is not limited to, the following items:

- (1) Quality control measures for development and operations;
- (2) Safety measures for development and operations;
- (3) Phasing/sequencing of the Project, including detailed logic diagram with major milestones (i.e., notice to proceed, design completion, obtaining the building permit, subcontractor selection, certificate of occupancy, etc.);
- (4) Project coordination (i.e., architect and engineer involvement);
- (5) Description of any proposed development, demolition, relocation, refurbishment, or renovation of the Site and/or the facilities currently located on the Site (including any historic structures or properties);
- (6) How the proposed development can be assured of being accomplished in a manner that is consistent with the federal, state and local law, codes, and ordinances, and architecturally compatible with and sensitive to the surrounding community and campus needs;
- (7) Discussion of contract management practices and how those will ensure execution of the plan as designed to private sector standards;
- (8) Proposed term of the EUL and a detailed explanation why such term is the minimum lease term required. In no event shall the term of the EUL for the Site exceed 35 years, including any permitted extensions;
- (9) EUL Site Construction and Building Design:
  - (a) This section should include a narrative describing the development concept for the identified parcel(s) on the EUL site, including a design narrative for developing the entire proposed EUL Site to incorporate removal or renovation of applicable buildings, utilities, site work, vertical construction, and other applicable milestones. Offerors should also provide a discussion of the benefits of adaptive reuse or demolition on the existing structures.
  - (b) This section must also include a graphic depiction showing the proposed layout of the Project on the EUL site. At the Offeror's discretion, such imagery should include drawings, site plans, floor plans, elevations, or perspectives of the proposed EUL Site facilities.
- (10) Concept plan to integrate the EUL Site utility infrastructure with that of Fort Leonard Wood.
- (11) Willingness and capability to perform in-kind services if requested by DA in lieu of cash consideration. Types of in-kind consideration that may be requested include construction of new

facilities for DA, provision of facilities for use by DA, provision or payment of utility services for DA, and provision of real property maintenance services for DA.

**4.2.3.4 Section IIb: DA's Requirements, Goals, and Objectives.** DA intends to evaluate the Offeror's and, in the case of a special purpose entity Offeror, its team members' understanding of a realistic approach to accomplishing and complying with DA's requirements, goals, and objectives as described in Sections 2.3.7, 2.3.8 and 2.3.9 of this RFP. Offerors should include an explanation as to how the Offeror's approach will effectively accomplish and comply with the requirements, goals, and objectives of DA as part of the Project, as described in Section 2.3.10 and 2.3.11 of this RFP.

**4.2.3.5 Section III: Financial Capability and Pro Forma.** DA will evaluate each proposal to assess the extent of the Offeror's (or its team members') experience in obtaining project financing and dealing with financing issues in other real estate projects that are comparable to the Project. Each Offeror and, in the case of a special purpose entity Offeror, each team member must provide the following:

- a. To the extent the same were prepared, for each of the past three (3) years, audited financial statements prepared by an independent certified public accountant or by an independent licensed public accountant;
- b. To the extent audited financial statements were not prepared for any of the past three (3) years, un-audited financial statements;
- c. The names, addresses, telephone numbers, and e-mail addresses of at least four (4) commercial or institutional credit references from which the Offeror or a team member has obtained financing for a development project comparable in cost and complexity to the Project (as proposed by the Offeror) in the development concept, and include a letter from the Offeror or team member (as applicable) authorizing DA to contact, and each credit reference to respond to, DA inquiries relating to the Offeror's financial history and status, as well as this Project;
- d. A description and/or documentation demonstrating the Offeror's strategy to obtain financing for the Project, including anticipated costs and why this strategy was selected; and
- e. A preliminary description of the Project's economics and finances, including the following: (1) total development costs, including hard and soft costs (including legal fees); (2) financing, including types and sources, anticipated debt and equity amounts, and underlying amortization period; and (3) ownership structure, including percentage of ownership by the Offeror (or in the case of a special purpose entity, each team member).

See Section 4.4.2 Pro Forma, below, for requirements related to a project pro forma.

**4.2.3.6 Section IVa: Supportive Services.** Offeror should include a description of the services that the Offeror believes will have to be obtained from the Government or the DA to support

their proposal. Supportive services may include but are not limited to fire and police protection, emergency service personnel, site security, utilities, etc. Such supportive services will be provided for via a service support agreement or other document entered into between the Offeror and Fort Leonard Wood. Such supportive services are reimbursable to Fort Leonard Wood and are not considered part of the consideration under the lease.

**4.2.3.7 Section IVb: Property Management and Maintenance.** The Offeror will be responsible for ensuring the proper operation, management, and maintenance of the Project during the term of the EUL. Property managers should demonstrate that they have management experience with similar facilities. The Offeror should include in this section a reasonably detailed explanation of its, or in the case of a special purpose entity Offeror, each team member's experience or the experience of the person proposed to perform these functions, including a description of its approach to operation, management, and maintenance of the Project in accordance with private sector standards, and a description of at least two (2) previous comparable facilities in which it or a team member was responsible for similar functions (directly or through the use of contractors). The Offeror should include detailed information (i.e., entity name, resumes, headquarters and principle places of business, etc.) on any personnel that are proposed to be responsible for management of the Project. DA will evaluate the information provided in this section to determine the Offeror's capability to understand and address these responsibilities, notably to ensure the Project's long-term viability.

**4.2.3.8 Section Va: Capability and Qualifications.** The Offeror should include in this section information necessary to allow DA to assess the Offeror's and, for any special purpose entity Offeror, its team members' approach to and ability to perform the Project and the qualifications of the key personnel that will be assigned to the Project. Specifically, this section must include the following:

- a. The Offeror's organizational approach to executing its Project responsibilities, providing overall project coordination, and responding to DA during all phases of the Project;
- b. An organizational chart and staffing plan that demonstrates the Offeror's capability of carrying out all functions required for the successful completion of the Project including, if applicable, a timetable for hiring any additional staff;
- c. A summary of the Offeror's current and projected workload for the next three (3) years as well as the past ten (10) years (or, if the Offeror is a special purpose entity, a summary of each team member's workload), expressed in terms of the annualized dollar value of the projects developed and being developed and the number of full-time staff engaged in managing project development;
- d. A discussion of the extent to which the Offeror and, in the case of a special purpose entity Offeror, its team members are planning to commit staff and other resources to preparation of the Development Plan (described in Section 3 of this RFP) and the Project;

e. The identity of all key personnel (i.e., persons considered critical to the performance of services), and for each such person:

(1) A description of their respective role during development of the Development Plan;

(2) A one (1) page resume that includes a description of the person's duties and responsibilities, education, skills, expertise, and other qualifications relevant to the preparation of the Development Plan;

(3) A statement, attached to the resume, defining the availability and commitment of such person to the Project, including whether the person is currently employed by the Offeror or a team member or, if not employed, what kind of commitment or employment offer the Offeror or team member has made and/or accepted to assure the availability of the person during preparation of the Development Plan (resumes of key personnel not currently employed by the Offeror or a team member must be accompanied by a signed and notarized statement indicating the person's permission to include the resume in the quotation package);

(4) A discussion of the extent to which key personnel have worked together on other projects similar to the Project.

f. A discussion of the Offeror's experience and understanding of working with DA and federal, state and local governments;

g. A discussion of the Offeror's experience and understanding of real estate development in the the State of Missouri;

h. A discussion of the Offeror's experience and understanding of development, redevelopment and adaptive reuse.

**4.2.3.9 Section Vb: Community Relations.** Although community approval is not required for this Project, DA intends to evaluate the ability and experience of the Offeror and, in the case of a special purpose entity Offeror, its team members in dealing with community relations in successfully completed major developments. This section should include an explanation of the Offeror's and, in the case of a special purpose entity Offeror, each team member's philosophy and specific approach to managing community relations and interacting with local and state government officials (i.e., zoning, environmental, State Historic Preservation Office ("SHPO"), local community, etc.). With respect to projects listed under "Section II: Relevant Offeror Experience, Past Performance, Etc.," describe any experience in managing relations with the surrounding community. (Information provided in Section II may be cross-referenced or incorporated by reference into this section and need not be repeated.) Discuss the Offeror's or, as applicable, its team members' experience in development projects near the Site. In particular, each Offeror must detail what, if any, experience it or its team members have in working with the relevant local and state officials on zoning and development matters.

**4.3 Milestones.** As part of Section IIa of the Offeror's proposal, the Offeror must provide a Milestone Timetable containing a detailed list of milestones and the time within which each milestone will be met. The milestones that must be included are the following:

- (1) The date the Offeror, after being selected for award under this RFP, will submit an outline of the Development Plan for DA's review and approval;
- (2) The dates the Offeror will submit drafts and the final version of the complete Development Plan for DA's review and approval;
- (3) The date the Offeror will be prepared to execute the EUL Agreement (for a sample see Attachment C) and any other transaction documentation to be executed by DA and/or the Offeror (e.g., Business Terms Agreement);
- (4) The dates that the Offeror will obtain the necessary Project financing and any necessary permits, approvals, and variances; and
- (5) The dates that the Offeror will complete each phase of the design, development, and construction of the Project and the in-kind consideration (if applicable) to be provided to DA.

Note: The Milestone Timetable must provide a three (3) month period for DA to conduct a final review and approval of the Development Plan after its delivery to DA. During such period, DA will endeavor to issue the statutorily-required Congressional notifications for the Project. The Milestone Timetable may also include additional milestones, such as the submission of portions of the Development Plan and any documentation proposed for execution by DA (such as documentation providing for the mortgage or assignment of the leasehold interest), in draft form for DA's review. The Milestone Timetable must include adequate time for DA's review of all drafts and other submissions and specify proposed dates by which any DA review is to be completed. It is advisable that Offerors plan to provide DA with drafts of documents in advance of the time when the final Development Plan is submitted for DA's final review and approval.

#### **4.4 Consideration to DA.**

**4.4.1 Enhanced Use Lease Consideration.** The proposal must include a discussion of the consideration (both cash and in-kind) and the value of the consideration DA will receive under the EUL. The proposal for the consideration must include:

- a. A brief supporting narrative and a schedule of lease payments to DA.
- b. A description, value and timeline of any in-kind consideration (if applicable). The proposal must provide a description of any in-kind consideration and a schedule of the estimated value of such in-kind consideration.

c. A schedule of any additional consideration (if applicable). For example, if an income sharing arrangement is proposed, clearly specify the percentages proposed and the definition of the basis to which the percentages apply (e.g., net operating income, etc.).

**4.4.2 Pro Forma.** Section III of the proposal must provide a pro forma detailing all development costs and cash in- and out-flows, to include consideration to DA for the entire proposed lease term. The pro forma should be in a Microsoft Excel file format. The pro forma should include present value calculations for net operating income and cash flows to equity, with a justification for the discount rate used for each. The narratives accompanying the Pro Forma calculations should discuss the following:

**a. Construction timeline.** The proposal must describe the timeline of construction milestones and the corresponding schedule of percentage completion.

**b. Construction budget.** The proposal must include the Offeror's magnitude estimate of construction costs over the timeline of the project (i.e. the construction budget timeline) as quantified in items 4.4.2.d.(3) and 4.4.2.d.(4) below.

**c. Construction budget financing.** The proposal must provide a brief narrative discussion of funding for the required costs in the construction budget timeline. This discussion should be consistent with items 4.4.2.d.(2) through 4.4.2.d.(5) below.

**d. Financing and source of funds.** The proposal must provide a narrative and enumeration of all funding sources (e.g., equity provided by the Offeror, loan proceeds, net operating income generated from the EUL Site development project, etc.), to include the use of the funds, used to finance the project and must provide an annual schedule of the flow of these funds. The discussion should include a description and/or documentation demonstrating the Offeror's strategy to obtain financing for this project, including anticipated costs and why this strategy was selected. It must at a minimum identify:

- (1) Equity commitments;
- (2) Receipts of loan proceeds;
- (3) Project expenditures for construction hard costs (excluding fees paid to the Offeror);
- (4) Project expenditures for construction soft costs (excluding fees paid to the Offeror);
- (5) Project fees paid to the Offeror;
- (6) EUL Project lease payments to DA;
- (7) EUL Project in-kind consideration to DA (if applicable)
- (8) EUL Project revenues, expenses and net operating income

(9) EUL Project income sharing cash flows to DA (if applicable)

## **5. EVALUATION CRITERIA**

Following the RFP proposal submission deadline, DA will initially review all submissions for completeness and adherence to the requirements and conditions set out in this RFP.

Complete and acceptable submissions will be further reviewed and evaluated by DA, ranked in order, and a “competitive range” established. Offerors whose submissions are found to be within the competitive range may be given the opportunity to make a formal presentation to DA and receive questions regarding their proposal. Based thereon, DA may ask Offerors within the competitive range to submit their Final Revised Proposal (“FRP”). Once submitted, DA will treat each Offeror’s FRP as a firm proposal submission that supersedes that Offeror’s proposal originally submitted. Nevertheless, it is DA’s intention to select an Offeror without holding formal presentations with Offerors, and Offerors should endeavor to submit their best proposal by the submittal deadline noted in Section 4.

The Government intends to review all factors for award in making a best value selection. After the final evaluation of the proposals, DA will select the Offeror whose proposal offers the best overall value. Selection will be based on an integrated assessment of the factors set forth below. Upon selection, the Developer will commence work on the Development Plan as outlined in Section 3 of this RFP, with the intent to execute a lease.

The proposals will be evaluated on the basis of the following factors that are equally weighted:

- a.** Offeror’s Background and Administrative Information & Relevant Experience, Past and Present Performance;
- b.** Development Concept & Ability to Meet DA’s Requirements, Goals, and Objectives;
- c.** Financial Capability and Pro Forma;
- d.** Property Management and Maintenance;
- e.** Capability and Qualifications & Community Relations; and
- f.** Value of return to DA.

## **6. MISCELLANEOUS TERMS AND CONDITIONS APPLICABLE TO THIS RFP**

**6.1 Website.** A website has been created to provide interested parties an opportunity to learn more about this development or redevelopment opportunity and the DA EUL program. The website is located at

<http://eul.army.mil/FtLeonardWood/>

**6.2 Questions and Site Visits.** Questions, requests for clarifications, and general information requests must be sent by email to [Bill.Shockney@usace.army.mil](mailto:Bill.Shockney@usace.army.mil). See section 4.1.1b of this RFP for more information regarding questions, etc. to the RFP.

DA has identified 25 January 2013, 1 February, and 8 February as available dates for in-person tours of the EUL site. Offerors interested in touring the EUL site on these dates should contact Bryan L. Parker at 573-596-0910 or [Bryan.L.Parker.civ@mail.mil](mailto:Bryan.L.Parker.civ@mail.mil).

**6.3 Authorizations by Submission of Proposal.** Any and all information provided by an Offeror and its team members may be used by DA to conduct credit and background checks.

**6.4 Teaming Arrangements and Special Purpose Entities.** Multiple Offerors may form a joint venture for the purpose of submitting a proposal in response to this RFP. A special purpose entity may also be created for the purpose of submitting a proposal. DA may require that financial and performance guarantees be provided by these and other Offerors as well as team members. (Note: DA will not be involved in facilitating partnering or teaming arrangements.)

**6.5 Hold Harmless.** By participating in the RFP process, each Offeror agrees to indemnify and hold harmless DA and the United States and each of their respective officers, employees, contractors, and advisors from and against any and all real estate and other brokerage fees or commissions, finder's fees, and other forms of compensation related in any way to activities undertaken by any person as a result of such person's efforts towards and/or participation in this RFP process or the submission by such person of a proposal, and liabilities, losses, costs, and expenses (including reasonable attorney's fees and expenses) incurred by any indemnified party (including DA) as a result of, or in connection with, any claim asserted or arising as a result of, or in connection with, this RFP process.

**6.6 Oral Presentations.** DA may require any or all Offerors to make an oral presentation with respect to their proposals. If an oral presentation is required, notice will be provided to those Offerors asked to make a presentation and the details regarding that presentation (i.e., length of presentation, etc.) will be provided in the notice. If an oral presentation is required, the format of the meeting will provide for a presentation by the Offeror followed by questions from DA (which may include its advisers).

**6.7 Ineligibility.** The following persons (including entities) are ineligible to be an Offeror or a team member of an Offeror or otherwise participate in the Project (including as a contractor, subcontractor, or professional): (a) any person that has been debarred or suspended from doing business with DA; (b) any person that is listed on the most current "Excluded Parties List System" published by the U.S. General Services Administration at <https://www.sam.gov/portal/public/SAM/> as updated from time to time; (c) any person who poses a security or safety risk, as determined by DA, including but not limited to any person who either represents a country, or is a member of or provides political, financial, or military support to a group, that is listed in the most current Department of State publication required by 22

U.S.C. § 2656f and currently titled Country Reports on Terrorism, available from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402 and available at <http://www.state.gov/documents/organization/195768.pdf>; and (d) any person who is subject to a criminal indictment or information for a felony in any U.S. court. DA reserves the right to require any participant in the Project to confirm that it is not ineligible under the foregoing criteria.

## **6.8 Others.**

**a.** All of the information required to be provided in each proposal pursuant to Section 4 of this RFP is important to DA's analysis and evaluation of the proposal. DA may utilize all information provided in a proposal in evaluating the proposal. Neither DA nor any of its contractors, subcontractors, officers, employees, counsel, advisors, or agents, make any representation or warranty, whether express, implied, or created by operation of law, as to the accuracy or completeness of this RFP or any of its contents or materials referred to therein, and no legal liability with respect thereto is assumed or may be implied.

**b.** DA reserves the right to (1) update, supplement, and revise this RFP; (2) Award an Offeror for negotiations under this RFP as a result of initial offers submitted; (3) reject any or all Offers at any time prior to award and cancel this Solicitation; (4) award to other than the offer with the highest level of consideration offered; (5) independently waive informalities and minor irregularities in offers received; and (6) make an award and then enter into negotiations with a selected Offeror on the basis of initial offers received without discussions. Therefore, all initial offers should comprehensively address each of the requirements set forth herein, and contain the Offeror's best terms.

**c.** By submitting a proposal, each Offeror accepts all of the terms and conditions set forth in this RFP, and any updates, supplements and amendments thereto. Any conflict (whether actual or perceived) between different parts of this RFP, as between an Offeror and DA, shall be resolved at the sole and absolute discretion of DA.

**d.** In no event shall DA be liable for any fees, costs, or expenses associated with any of the Offeror's (or their brokers, if any) activities (e.g., preparation, discussions, clarifications, submissions, or negotiations), relating directly or indirectly to this Solicitation. Accordingly, as a condition of submitting its proposal, each Offeror hereby agrees to indemnify and hold DA harmless for any and all such fees, claims, liabilities, and costs arising in connection with this RFP and its underlying process.

**e.** Any relationship between DA and an Offeror arising from the Solicitation is subject to the specific limitations, terms, conditions, and representations expressed in this RFP. Any substantive questions or concerns to include conflicts, apparent conflicts, or any other substantive matters regarding this RFP which may arise during preparation of an Offeror's

proposal should be addressed, in writing, via the dedicated email address  
Bill.Shockney@usace.army.mil.

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