



Northern Virginia Regional Park Authority

RFP #2020-002 Mitigation Bank at White's Ford Regional Park

RFP Issue Date: Tuesday, April 7, 2020

Proposals Due: 12 PM Eastern on Monday, May 4, 2020

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1. OVERVIEW OF THE OPPORTUNITY AND RFP PROCESS

1.1. Overview of the Opportunity and RFP Process

- A. The Northern Virginia Regional Park Authority, aka “NOVA Parks” (the “Authority”) is issuing this Request for Proposals (“RFP”) to provide instructions for the submittal of detailed final proposals from qualified parties (“Proposer”) to evaluate and develop a mitigation bank (“Mitigation Bank”) within the Authority’s lands.
 - a. Potential Mitigation Bank may include any or all of nutrient mitigation, wetland creation, wetland preservation, stream restoration, carbon sequestration, threatened species preservation, and other similar environmental markets.
 - b. Proposals shall include analysis of opportunities and constraints, and implementation/development plan upon award of a Contract.
- B. The Authority manages over 12,000 acres of park land. The specific area of interest is White’s Ford Regional Park (“Park”), a 294-acre property owned by the Authority and located at 43646 Hibler Road, Leesburg VA 20176.
- C. The Authority is seeking a private partner to design, finance, construct and operate the Mitigation Bank in accordance with the Authority’s objectives. All costs associated with the design, financing, construction and operation of the Mitigation Bank (and associated improvements) will be borne solely by the Proposer selected to serve as the Authority’s development partner for the Mitigation Bank. Neither the Authority nor any of the Authority’s member jurisdictions shall provide any funding for any costs associated with the Mitigation Bank.
- D. Through this RFP process, the Authority will select a development partner for the Mitigation Bank by evaluating which proposal best responds to the Authority’s goals for development of the Mitigation Bank in a timely and feasible manner.
- E. Responses to this RFP are required to be submitted to the Authority no later than 12:00 PM Eastern Standard Time (EST) on Monday, May 4, 2020. The Authority may postpone the date on which responses are to be submitted by issuing an addendum or take any other action with respect to this RFP that the Authority deems to be in its best interest.
- F. Each prospective Proposer shall be responsible for checking the Authority’s website at <https://www.novaparks.com/about/bids-proposals> on a regular basis for any updates regarding this RFP provided by the Authority and for any addendum(s) to this RFP issued by the Authority. Proposers shall be responsible for verifying and obtaining any addendum prior to the response due date.

1.2. Goals & Objectives

The goal of this RFP is to identify a development partner for the Authority in piloting and implementing a Mitigation Bank on Authority land, in order to improve and protect the natural resources in the Authority’s care, mitigate unavoidable environmental impacts of the Authority’s own projects when applicable, and create a new source of revenue for the Authority.

1.3. Project Scope

- A. The Project will consist of the following Required Project Services:
 - a. Designing, building, financing, operating, and maintaining a Mitigation Bank on a specified tract of Authority-owned property in Northern Virginia.
 - b. Securing and complying with all required permitting and mitigation banking instruments to develop and provide on-demand mitigation credits.
 - c. Commercialization of excess mitigation credits to third parties.
 - d. Secure, maintain and monitor the Mitigation Bank as required by the regulatory agencies.
 - e. Identify a long-term steward to assume responsibility for the Mitigation Bank site at the end of the ground lease and approval by regulatory agencies.
- B. Detailed Scope of Services: The Authority currently anticipates that the Proposer will be responsible for the following scope of services which are provided to illustrate responsibilities but should not be construed as exclusive responsibilities:
 - a. Required Project Services: The Proposer will be responsible for performing all Required Project Services. Although the Proposer may choose to rely on team members in executing its responsibilities, the Proposer shall bear sole responsibility for performing the Required Project Services as between the Proposer and the Authority.
 - b. Commercialization Activities: The Proposer will be responsible for identifying the Dedicated Credits and the Excess Credits, and for Commercialization Activities, including third-party sales and marketing of excess mitigation credits to potential third-party customers. The Proposer will also be responsible for any permitting and licensing requirements, and other requirements needed in connection with Commercialization Activities.
 - i. Commercialization Activity: Marketing excess credits and debiting from the bank site to offset mitigation bank development costs and to provide revenue for the Proposer.
 - ii. Dedicated Credits: The amount or percentage of total created credits or combination of credits where the aggregate market value is equivalent to the land's appraised fair market value.
 - iii. Excess Credits: The credit amount equal to the difference of the total maximum credits released by the regulatory agencies to the mitigation bank minus the amount of Dedicated Credits.
 - c. Federal, Commonwealth, and Local Regulations and Reviews: The Proposer will be responsible for investigating, reviewing, overseeing, and ensuring that all federal, Commonwealth, and local applicable laws, regulations and requirements are followed in the process of establishing licenses or permits required to be obtained in connection with the performance of its obligations under the Contract.
 - d. Environmental, Utility, and Access Permits and Licenses: The Proposer will be responsible for investigating the requirements of any necessary environmental, utility, access, and any other such permits and for ensuring regulatory compliance as required under the Contract. The Proposer will be responsible for securing and complying with all such permits and licenses as required for the development of the Project.

- e. **Prospectus and Mitigation Banking Instrument:** As the mitigation bank sponsor, the Proposer will be responsible for preparing and submitting the bank prospectus; and, preparing, submitting, negotiating and executing the mitigation banking instrument with the Interagency Review Team (IRT) for Virginia or other applicable entity prior to commencing with construction and commercialization activities.
 - f. **Site Safety and Security:** The Proposer will be responsible for ensuring public safety and security for the Project. See also Section 3.8 of the RFP regarding Obligations and Limitations Related to the Park.
 - g. **Monitoring, Maintenance and Operations:** The Proposer will be responsible for monitoring, maintenance and operations of the site during the agreement term and as required by applicable permits and mitigation banking instrument. The Proposer will identify a long-term steward to take over the responsibility of the mitigation site upon end of the bank operational period, monitoring requirements completed, approval by the IRT (other applicable entity) and completion of the Contract. The Proposer will also establish and fund an escrow account for long-term maintenance.
 - h. **Other Duties:** The Proposer will be responsible for other duties as agreed to in the Contract.
- C. **Coordination with Governmental Agencies and Other Key Stakeholders:** It is anticipated that the Proposer will play an active role in leading the work with all regulatory agencies and stakeholders. It will be the Proposer's responsibility to coordinate and negotiate the mitigation design for the site with the IRT (other applicable entity) to be included in the executed mitigation banking instrument.
 - D. **Conceptual Layout, Design and Approvals:** The conceptual layout and design for the site will be mutually agreed between the Authority and the Proposer to yield the highest potential of credits and market value based on construction and constructability, within the constraints of the Authority's desired future recreational uses. The final conceptual layout and design must be approved by the IRT (other applicable entity).

1.4 Proposed Deal Structure

- A. The contemplated deal structure, which may include a concession, is offered whereby the Proposer receives compensation for all costs associated with the design, construction, financing, monitoring, operations and maintenance of the Required Project Services through commercialization of the Excess Credits. These costs will be required in the Proposer's Bid Submission during the RFP process.
- B. The Proposer will be required to provide all necessary, required, and identified design, construction, monitoring, operations and maintenance of the Required Project Services. Revenues from Commercialization Activities will be collated as a land lease payment for a term that matches the length of the monitoring or operational period in accordance with the permitting and executed mitigation banking instrument dependent upon type of environmental mitigation established.
- C. The Proposer will be granted a ground lease to the land identified in this RFP where the Proposer can engage in mitigation bank development, operations and Commercialization Activities in accordance with all permit requirements, mitigation banking instrument and applicable law. In addition to lease payments, the Proposer will deliver Dedicated Credits to the

Authority for mitigation or revenue purposes. The Authority reserves the right to sell any unused Dedicated Credits back to the Proposer at a market value at the time of the transaction or other third party to remain whole for the land contribution to the Contract. The Authority also reserves the right to retain Dedicated Credits for its own projects and the Proposer shall propose an arrangement which takes into consideration such possibility. Among other things, the use of credits by the Authority could be an offset for lease payments. The length of the ground lease will be identified, determined, and negotiated during the RFP Process but is anticipated to be approximately fifteen (15) years.

- D. For clarity, the Authority seeks a term for the Required Project Services that matches the length of the operational period, monitoring period or fifteen (15) years, whichever is longer as defined in the executed mitigation banking instrument and as required by the IRT and Contract.

1.5 Project Funding

As described in Section 1.1.C of this RFP, the Authority does not intend to reimburse the Proposer for the Required Project Services. The Proposer will be responsible for the payment of the design, construction, monitoring, operations and maintenance services for the Required Project Services through the revenue generated on the sale of Excess Credits, which includes deposits made into the escrow account for long-term steward maintenance work and activities that will begin after the full term of the ground lease.

2. REQUEST FOR PROPOSALS (RFP) PROCESS

2.1. Solicitation Schedule

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

EVENT	DATE
Release of this RFP	April 7, 2020
Deadline for all questions	April 27, 2020
RFP responses due	May 4, 2020
Final presentations with selected Proposers regarding their proposals via videoconference (if required by the Authority)	May 7 and 8
Selection of Proposer	Estimated May 15, 2020

Note: The Authority may elect to have selected Proposers make presentations regarding their proposals to the Authority. Presentations will be a videoconference opportunity for each of the selected Proposers and their respective development teams to present the details of their proposals to the Authority. Such presentations will be scheduled by Authority.

2.2. Evaluation Factors and Selection

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

2.3. Selection of a Finalist

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

2.4. Communications

- A. Throughout the procurement process, Proposers may only have contact with Brian Nolan, the Authority's Director of Planning and Development or Paul Gilbert, the Authority's Executive Director (the "Procurement Officials") or other representatives of the Authority identified elsewhere in the RFP process. Discussions or communications regarding this RFP with any other

individuals associated in any capacity with the Authority, its consultants or contractors, or members of the NOVA Parks Board or members of the governing bodies of the Authority's member jurisdictions, including, without limitation, the Loudoun County Board of Supervisors, are prohibited, unless otherwise approved in writing by the Procurement Officials.

- B. Discussions or communications with any other person, regardless of the format, could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of the Authority's procurement process.
- C. "Proposers" includes subcontractors at all levels and joint venture members, where applicable.
- D. Proposers shall provide immediate written notice to the Procurement Officials any time contact has not been limited to the Authority's Procurement Officials concerning this solicitation, whether initiated by the Proposer or by other Authority employees, consultants, contractors or members of the NOVA Parks Board or members of the governing bodies of the Authority's member jurisdictions, including, without limitation, the Loudoun County Board of Supervisors.
- E. Any violation of this prohibition may result in the disqualification of the Proposer from further participation in this procurement, and from any award of any contract under this solicitation.
- F. The Procurement Officials for this procurement are:

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

2.5. Explanations and Clarifications

- A. Any explanation or clarification desired by a Proposer regarding the meaning or interpretation of any part of this solicitation must be submitted in writing (by mail, email or facsimile) with a clear cross-reference to the relevant RFP section to the Procurement Officials and with sufficient time to prepare an appropriate response.
- B. Written requests for explanations or clarifications can be submitted at any time; however, it is the Authority's preference to receive requests by 12:00 PM EST on April 27, 2020. Requests that are received within seven (7) days of the proposal deadline may not be considered and the Authority is under no obligation to address them.
- C. Written explanations or clarifications provided to a Proposer concerning an interpretation of this solicitation will be furnished to all Proposers in an addendum to this solicitation to be posted on the Authority's website at <https://www.novaparks.com/about/bids-proposals>, if such information is necessary in submitting proposals or if the lack of such information would be prejudicial to uninformed Proposers.
- D. Oral explanations or clarifications given before the award of any contract do not serve to modify this solicitation and will not be binding on the Authority.

2.6. Modification/Acknowledgement of Solicitation Addenda

- A. The Authority reserves the right to modify this solicitation. If it is amended, then all terms and conditions which are not modified remain unchanged.

- B. Proposers shall acknowledge receipt of any addenda to this solicitation to the Procurement Officials by signing and returning the addenda with the proposal or separately; however, the Procurement Officials should receive acknowledgment of addenda by the time and at the place specified for receipt of proposals.
- C. Failure of a Proposer to acknowledge receipt of material addenda may result in rejection of the proposal as non-responsive.

3. RFP RESPONSE REQUIREMENTS

3.1. Requirements for Proposal

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

3.2. Team Information

- A. Provide the name, address, and telephone number(s) of the principal(s) assigned to negotiate for the Proposer, and the individual who will manage the implementation of the Mitigation Bank for the Proposer in accordance with the required legal documentation. If the Proposer is a corporation or partnership, the proposal should include the names of the principals, officers and directors of the Proposer and a brief description of each of their respective levels of ownership in the Proposer and/or participation in the management and operation of the Proposer. If a Proposer's proposal contemplates that a parent, affiliate or subsidiary of the Proposer will serve as the Authority's development partner for the Mitigation Bank, the same information shall be provided for the parent, affiliate or subsidiary, as the case may be.
- B. Clearly identify your team's proposed Mitigation Bank's ownership structure, developer, manager, and anticipated lender and/or equity partner. The ownership structure shall include the name of 1) the entity and state of organization that will be responsible for day to day decision making and project management during design development and construction, 2) all other entities that will have an ownership interest and/or be involved in the day to day management of the facility upon completion of the Mitigation Bank, and 3) a description of the formal relationship among the members of the development team.

3.3. Financing Plan

- A. Provide detail on the Proposer's proposed financing plan for the Mitigation Bank. The plan must include the following:
 - a. Approach to financing
 - b. Amounts and descriptions of anticipated construction and permanent funding sources
 - c. Amounts, descriptions, and sources of the total equity required for the Mitigation Bank
 - d. Cost of financing

- B. If a proposal requires financing from third party lenders or investors, the Proposer must explain how the Proposer would ensure that financing is secured and funds are available prior to the anticipated construction start date.
- C. The proposal shall expressly acknowledge that neither the Authority nor any of the Authority's member jurisdictions shall have any obligation to provide any funding for the Mitigation Bank, nor will the Authority or any of its member jurisdictions be liable for any debt.

3.4. Project Costs

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

3.5. Project Pro Forma

A. Provide a detailed revenue and expense financial pro forma detailing all costs associated with and income derived from the operation of the Mitigation Bank throughout at least the first ten (10) years of the term following the initial completion of the Mitigation Bank.

B. The pro forma should include, without limitation:

- a. All revenue and expenses, including operating and maintenance expenses and estimated net credit generation.
- b. Any applicable taxes.
- c. Any applicable payments.
- d. Replacement reserves.
- e. Debt service and cash flow after debt service.

3.6. Concept Plan

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

- a. Conceptual design plans for Mitigation Bank for nutrient mitigation, carbon offsets, or other feasible environmental market credits at White's Ford Regional Park.
- b. Narrative explaining Preparer's approach to monitoring, maintenance and operations of Mitigation Bank.

3.7. Schedule

- A. Provide a description of a probable project approach, with the understanding that the project approach will start to be solidified during the negotiation phase with the successful finalist. Discuss how you will advance the Mitigation Bank's requirements and the steps you would take to ensure timely completion of the Mitigation Bank.
- B. Include a schedule that (i) identifies all permits and other governmental approvals required to be obtained by the Proposer in connection with construction and operation of the Mitigation Bank, (ii) sets forth the dates by which the Proposer anticipates applying for each of those

permits and approvals, and (iii) sets forth the dates by which the Proposer anticipates obtaining each of those permits and approvals.

- C. Include a schedule for the design and construction of the Mitigation Bank, including, without limitation, proposed construction start and completion dates and key project milestones throughout the design and construction process to achieve full implementation of the Mitigation Bank. The schedule should demonstrate the Proposer's ability to ensure that the Mitigation Bank shall be completely constructed within three (3) years of the start of the ground lease term. As noted earlier, the Authority understands that due to third party approvals/permitting, this timeline may have to be revisited.
- D. In the event of a force majeure event or other delay of the completion of the Mitigation Bank past three (3) years of the start of the project term, please describe how you would mitigate impacts to the Authority and the Park.

3.8. Obligations and Limitations Related to the Park

Proposer shall be aware that the Park is public park land. The Exhibit Map on page 15 of this RFP illustrates the current and proposed park uses. The Proposer, under the project documents, shall (i) allow general public access in all parts of the Mitigation Bank Site except for gated or otherwise controlled fee areas/facilities and (ii) allow the loop trail that runs along the perimeter of the park, the boat launch, and the driveway and parking area associated with the boat launch, to remain open to the public from dawn to dusk. Proposer shall indicate the approximate portion of the Mitigation Bank Site that would be open to the public and shall describe the ways in which the proposal accommodates current and planned park uses.

3.9. Permitting

Proposer shall be responsible for applying for and obtaining all permits and other governmental approvals required for the construction, operation, and maintenance of the Mitigation Bank. In accordance with the requirements of this RFP, the Proposer shall include the costs and estimated time requirements of permitting in any pro-forma/financial model and/or schedule required by this RFP. All costs associated with identifying, applying for and obtaining all required permits and other governmental approvals shall be borne solely by the Proposer.

3.10. Construction

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

3.11. Confidential Data

If applicable, the outside of the proposal must be marked to denote proprietary information is contained in the documents. Written notice of proprietary information must be submitted as the first page of the proposal. Notice must specifically identify the applicable portions of the proposal that contains data or materials to be protected and state the reasons why protection is necessary. In

addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted must be identified on the applicable page(s) within the proposal, by some distinct method, such as highlighting, underlining, etc. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection and return of the proposal. Disclosure of requested information shall be determined in accordance with Virginia law.

3.12. Late Submission and Modifications of Proposals

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

3.13. Withdrawal of Proposals

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

3.14. Award of Contract

- A. Basis of Award. After negotiations have been conducted with each Proposer so selected, the Authority shall select the Proposer which, in its opinion, has made the best proposal, and shall award the contract to that Proposer. Should the Authority determine in writing and in its judgment that only one Proposer is fully qualified, or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer.
- B. Determination of Responsibility. The contract will be awarded to the responsive and responsible Proposer whose proposal, conforming to this solicitation, will be most advantageous to the Authority, technical and financial factors considered. A responsible Proposer is one who affirmatively demonstrates to the Authority that it has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under this solicitation and laws or regulations applicable to this procurement. The Authority reserves the right to investigate the capabilities of Proposers, confirm any part of the information furnished by a Proposer, and

require other evidence to determine that the Proposer is responsible. If the Proposer is a Special Purpose Entity, the Authority may require a Performance Guaranty and/or Bond.

- C. Notice of Award. Any award of a contract resulting from this RFP shall be posted by the Authority on the Authority's website at <https://www.novaparks.com/about/bids-proposals>.
- D. Contract Language. With respect to all legal documentation to be entered into in connection with the Mitigation Bank, the Proposer agrees as follows: (i) all documents shall governed by the laws of the Commonwealth of Virginia; (ii) no documents shall require the Authority to indemnify and hold harmless any party; (iii) no documents shall require the Authority to enter into reimbursement arrangements relative to attorneys' fees or other expenses; and (iv) no documents shall require the Authority to submit any dispute to arbitration or mediation, other than non-binding mediation. The foregoing shall be non-negotiable.
- E. Proposer's Responsibility for Services Proposed. It is understood and the Proposer hereby agrees it shall be solely responsible for all services they propose, notwithstanding the detail present in the RFP.
- F. Incorporation of RFP and Proposal. The award document will be a contract incorporating by reference all the relevant requirements, terms and conditions of this RFP and the Proposer's proposal as negotiated.

3.15. Cancellation of Solicitation

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

3.16. Ethics in Public Contracting

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

3.17. Debarment Status

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

4. SUBMISSION REQUIREMENTS

4.1. General Format

- A. For the initial qualifications stage, submit six (6) original hard-copy and one (1) electronic copy (via CD/DVD/flash drive) of your proposal that can be readily disseminated among the Authority's evaluation committee members.
- B. Proposals shall not exceed 25 one-sided pages; provided, however, if a proposal includes more than one option for the Mitigation Bank, the proposal may include up to an additional 5 one-sided pages for each additional option that addresses solely the specifics of that option. The page count includes charts, graphs, pictures, tables, and submittals, etc. The page count excludes the proposal cover sheets (back and front), blank sectional/numerical dividers, any required Authority forms, pro forma, and any table of contents. It also excludes resumes of new key personnel, which should be appended at the end of the proposal response.
- C. Erasures or other changes must be initialed by the person signing the proposal.
- D. Proposals signed by an agent of the Proposer (other than an officer or a partner) should be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the Authority).
- E. Proposal documents shall be prepared in single-spaced type, on 8-1/2" x 11" pages. Pages shall be numbered to show the page number and total number of pages in the proposal (e.g., Page 1 of 15, Page 2 of 15, etc.).
- F. To provide uniformity and to facilitate comparison of proposals, all information submitted should clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP.
- G. All names and applicable titles shall be typed and printed where indicated on the various documents. Required entries on all proposal documents shall be typed using black ribbon, printed using dark printer ink, or legibly written in dark ink (no pencil).

4.2. Authority's Website

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

4.3. Submission Instructions

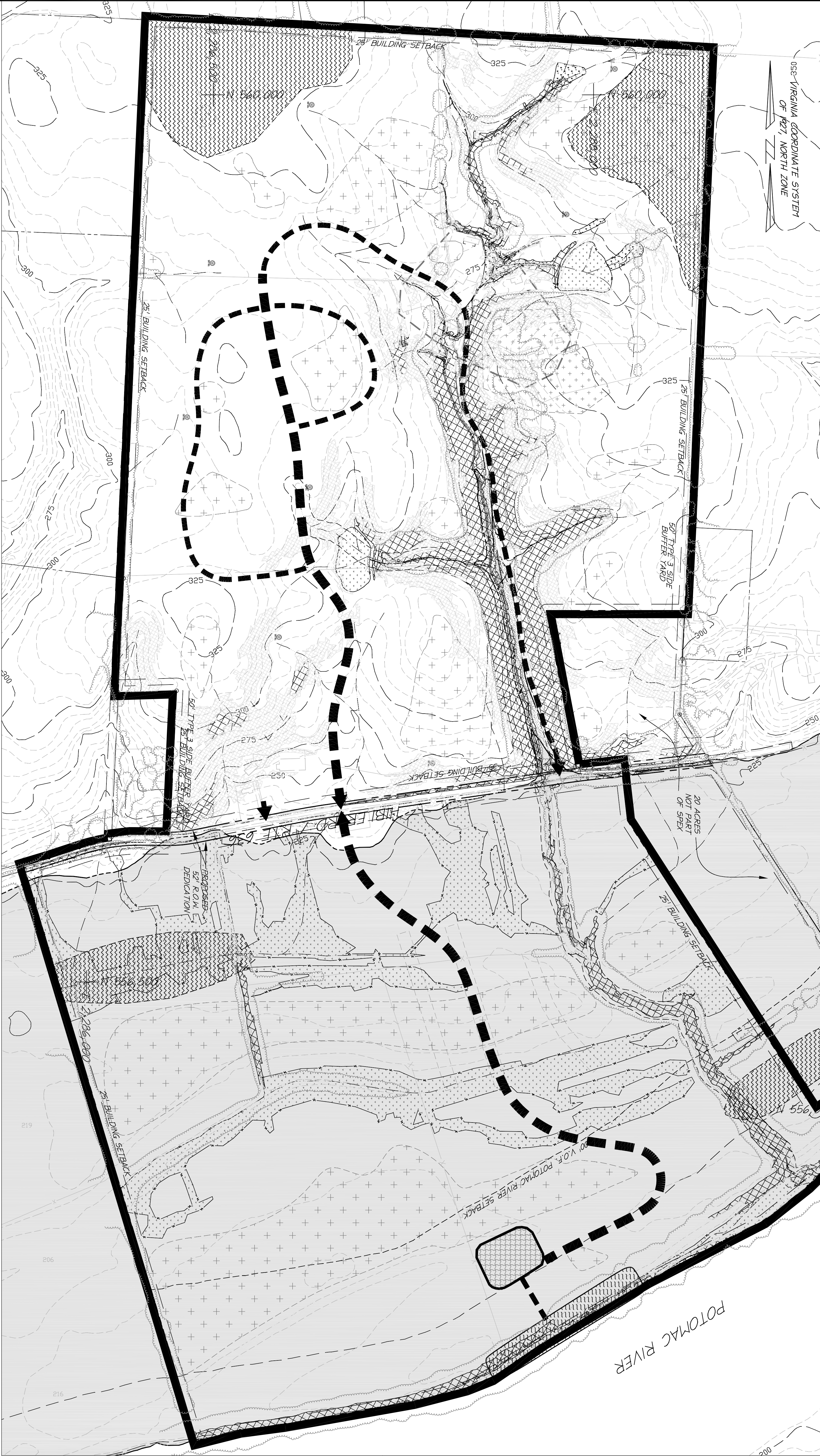
- A. Copies of your proposal should be delivered to the representative at the address shown below no later than 12:00 PM EST, on May 4, 2020.

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

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

No.	DESCRIPTION	DATE
1.	ADDED TREE CONSERVATION PLAN	1/30/09
2.	REV. PER 1ST SUB. COUNTY COMMENTS	7/1/09
3.	REV. PER 2ND SUB. COUNTY COMMENTS	9/17/09
4.	REV. PER 3RD SUB. COUNTY COMMENTS	9/28/09

053-VIRGINIA COORDINATE SYSTEM
OF 1927, NORTH ZONE



LEGEND

- MODERATE SLOPES
- VERY STEEP SLOPES
- ARCHITECTURAL RESOURCE
- POTENTIAL WETLAND
- MAJOR FLOOD PLAIN / FOD
- MINOR FLOOD PLAIN / FOD
- ARCHAEOLOGICAL RESOURCE
- VIRGINIA OUTDOOR FOUNDATION NO-BUILD AREA
- 350' 5' CONTOUR
- LIMITS OF SPEX
- DRAINAGE
- EXISTING TREELINE
- PROPOSED PARKING AREA
- GENERAL AREA FOR PROPOSED BOAT LAUNCH AND BOAT RENTAL FACILITY
- PROPOSED ACCESS POINT
- PROPOSED INTERNAL PRIMARY ROAD NETWORK
- PROPOSED INTERNAL SECONDARY ROAD NETWORK
- THE LOCATIONS OF THESE ITEMS ARE MEANT TO BE CONCEPTUAL. FINAL LOCATION ARE TO BE DETERMINED AT THE TIME OF FINAL ENGINEERING.

ZONING REQUIREMENTS

SECTION 2-100. A-1. AGRICULTURAL, RURAL-1

BASE DENSITY DIVISION OPTION:

USE: REGIONAL PARK, CAMPGROUND, BOAT LAUNCH

LOT YIELD: 1 LOT PER 20 ACRES

LOT SIZE: 20 ACRES MINIMUM

LOT WIDTH: 175 FEET MINIMUM

YARDS: NO STRUCTURE SHALL BE LOCATED WITHIN 25 FEET OF ANY PROPERTY LINE OR WITHIN 100 FEET FROM THE RIGHT-OF-WAY OF ANY ARTERIAL ROAD, 75 FEET FROM THE RIGHT-OF-WAY OF ANY COLLECTOR ROAD AND 50 FEET FROM ANY OTHER ROAD, EITHER PRIVATE OR PUBLIC, ADJACENT, AND/OR ANY PRESCRIPTIVE EASEMENT.

LOT COVERAGE: 18% MAXIMUM

BUILDING HEIGHT: MAXIMUM 35 FEET, EXCLUDING AGRICULTURAL, HORTICULTURAL, AND ANIMAL HUSBANDRY STRUCTURES.

PARKING TABULATIONS

PARKING REQUIRED: .33 SPACE / PERSON IN PERMITTED OCCUPANCY APPROVED BY THE FIRE MARSHAL PLUS 1 SPACE / EPILOTE

PARKING PROVIDED: PARKING TO BE PROVIDED IN CONFORMANCE WITH SECTION 5-100 OF THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE. FINAL PARKING REQUIREMENTS TO BE DETERMINED AT THE TIME OF FINAL SITE PLAN APPROVAL.

PROPOSED ZONING TABULATIONS

SPECIAL EXCEPTION AREA

GROSS SITE AREA = 294.58 AC. +/-

SPEX SITE AREA= 274.58 AC. +/-

BUILDABLE AREA= 256.92 AC.

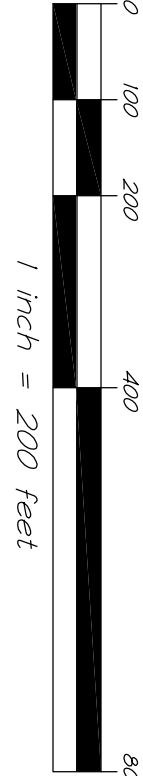
ACCESSIBLE SPACE REQUIRED: AS REQUIRED PER ADA STANDARDS FOR ACCESSIBLE DESIGN

ACCESSIBLE SPACE PROVIDED: SPACES TO BE PROVIDED IN CONFORMANCE WITH ADA REQUIREMENTS

LOADING SPACE REQUIRED: NONE

LOADING SPACE PROVIDED: LOADING SPACES TO BE PROVIDED IN CONFORMANCE WITH SECTION 5-100 OF THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE. FINAL LOADING REQUIREMENTS TO BE DETERMINED AT THE TIME OF FINAL SITE PLAN APPROVAL.

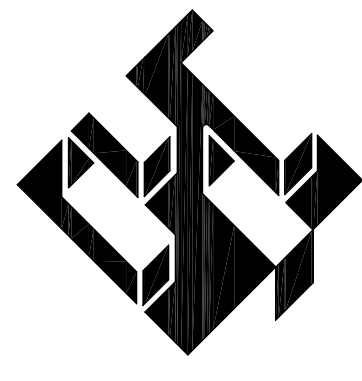
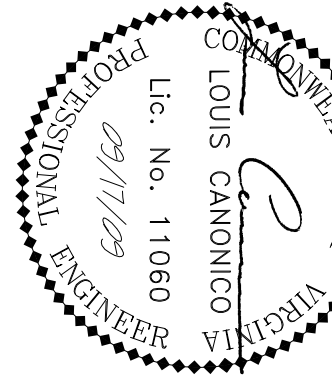
GRAPHIC SCALE



WHITE'S FORD PARK SPECIAL EXCEPTION PLAT

SPEX 2008-0061 SPEX 2008-0062
CATOCTIN ELECTION DISTRICT LOUDOUN COUNTY, VIRGINIA

BOAT LAUNCH SPECIAL EXCEPTION PLAT



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