# United States Department of the Air Force

# Air Force Civil Engineer Center
# Installations Directorate (AFCEC/CI)

# Enhanced Use Leasing Project
# Eielson Air Force Base

# Request for Lease Proposal (RFLP)

# RFLP No. AFCEC-26-R-0009

**Proposal ARE DUE NO LATER THAN**

**5:00 P.M. CT on 10 August 2026**

**in accordance with Section 4.3, Submission of Responses**

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## 1. EXECUTIVE SUMMARY

**A.** The Department of the Air Force ("DAF") is accepting proposals for the development of market facing housing or mixed-use projects ("Projects"). As consideration for leasing its parcels to developers selected under this RFLP, DAF is seeking cash rent.

**B.** Executive Order 13327, Federal Real Property Asset Management, establishes "It is the policy of the United States to promote the efficient and economical use of America's real property assets and to assure management accountability for implementing Federal real property management reforms." Furthermore, policy from the Deputy Assistant Secretary of the Air Force (Installations) directs, "The Air Force cannot afford to disregard or discount the value of any asset, and we must optimize the real and potential value of those assets …."

**C.** Title 10 U.S.C. § 2667 (the "**Enabling Statute**"), as amended, allows the Government to lease real property to non-Federal entities in exchange for consideration in an amount that is not less than the fair market value of the leasehold interest.

d. Pursuant to the foregoing Executive Order and the Enabling Statute, the Department of the Air Force (the "**Government**") is issuing this Request for Lease Proposal (the "**RFLP**") to solicit proposals from entities ("**Offeror(s)**") interested in entering into a long-term ground lease (the "Lease") to lease all or a portion of that certain real property located at Eielson AFB (the "**Installation**"), which is an active military installation located in North Star Borough, Alaska comprised of approximately four (4) non-contiguous parcels of land (the "**Property**") from the Government for the purposes of financing, permitting, developing, constructing, installing, owning, maintaining and operating improvements upon the Property for the Lessee's private commercial (non-Federal government) use (collectively, the "**Project**"). In accordance with and subject to the terms, requirements, and conditions of this RFLP, the Government will evaluate all proposals received in order to select one or more Offerors as a "**Potential Lessee(s)**" with whom to enter into lease negotiations. A Potential Lessee with whom the Government actually makes and enters into a written and legally binding lease agreement is hereinafter referred to as a "**Lessee**." If no agreement is made, a Potential Lessee may not actually become a Lessee.

e. The Government's objectives in issuing this RFLP and leasing the Property include, but are not limited to, the following (collectively, the "**EUL Objectives**"):

1. Execution of a lease under the 10 USC 2667 authority. A lease under the 10 USC Chapter 169 Subchapter 4 Authority for Acquisition and Improvement of Military Housing is not being solicited and will not be considered. This means that the Air Force will not:

   i. Furnish utilities or services

   ii. Provide a Direct Loan or a Loan Guarantee

   iii. Enter into a contract for the leasing of housing units to service members/civilians

   iv. Make financial investments of any kind into an entity carrying out the project

   v. Guarantee any level of occupancy or of rental income

   vi. Make differential lease payments

vii. Provide any other form of financial support for the project of any kind

2. Selecting a Potential Lessee that will lease and optimize the use of the Property in accordance with the Enabling Statute and within the constraints and restrictions documented in the RFLP;
3. Selecting a Potential Lessee that will optimize the cash consideration to be received by the Government in exchange for granting a leasehold interest in the Property. The only form of consideration acceptable to the Government for the Lease of the Property is cash rent.
4. Selecting a Potential Lessee whose proposal requires no financial, occupancy or other assistance or guarantee of any kind from the Government.
5. Selecting a Potential Lessee that will lease and use the Property in a manner that minimizes risk to the Government;
6. Selecting a Potential Lessee that will provide an active development commitment, starting at lease signing;
7. Selecting a Potential Lessee that will lease and use the Property in a manner that is compatible with the Government mission and adjacent Government uses;
8. Selecting a Potential Lessee that will lease and use the Property in a manner that minimizes environmental and cultural impacts;
9. Selecting a Potential Lessee that will lease and use the Property consistent with best commercial practices; and
10. Selecting a Potential Lessee that will lease and use the Property in a manner that supports positive relations with local Governmental authorities and the communities adjacent to the Property.

## 2. EXISTING CONDITIONS

a. THE PROPERTY WILL BE LEASED "**AS-IS/WHERE-IS**" WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, FROM OR ON BEHALF OF THE GOVERNMENT.

b. The Potential Lessee shall rely solely and exclusively on their own independent investigation and due diligence in determining whether the Property is suitable for their proposed use. The Property is more generally depicted in **Appendix A** ("**Depiction of the Property and Map**") attached hereto and incorporated herein by this reference. The Property contains certain Government-owned improvements and personal property more expressly described in **Appendix A** (the "**Depiction of the Property and Map**") that will, unless otherwise provided in this RFLP, be leased to the Lessee upon execution of the Lease. The Property shall be deemed to include Existing Improvements. Any additional improvements and personal property to be constructed or placed on the Property by the Lessee (the "**EUL Improvements**") shall be owned, operated, and maintained by the Lessee in accordance with the Lease. Any and all appendices attached hereto are incorporated herein and made a part hereof by reference.

c. Without limiting the foregoing, to the best of the Government's Actual Knowledge (defined

below), the Government is not aware of any existing conditions that would prevent development on the Property, except as is expressly provided in any information disclosed or made available to the Offeror(s). As used in this RFLP, the term "**Actual Knowledge**" means the information actually known to the Installation's Civil Engineering organization. To the extent possible, the Government will provide the Offeror(s) with access to all relevant and available environmental documentation concerning the Property known, to the best of the Government's Actual Knowledge, to be in the Government's possession. An electronic copy of the EBS will be provided to Offeror(s) upon request. The EBS shall set forth, in a manner consistent with relevant American Society for Testing and Materials ("**ASTM**") due diligence standards, those environmental conditions and matters known, to the best of the Government's Actual Knowledge, to be on and affecting the Property as determined from the records and analyses reflected therein, and existing as of the date stated in the EBS.

d. If not previously completed, the Potential Lessee shall be responsible, at its own expense, for preparing an Environmental Analysis ("**EA**") or an Environmental Impact Statement ("**EIS**") to the satisfaction of, and to be signed by the Government, of the reasonably foreseeable environmental impacts associated with the Potential Lessee's proposed use of the Property, as required by the National Environmental Policy Act ("**NEPA**"), regulations published by the Council on Environmental Quality at 40 C.F.R. Parts 1500 to 1508, and regulations published by the Government at 32 C.F.R. Part 989. The Potential Lessee must complete its environmental analysis and the Government must fully comply with NEPA prior to entering into and executing a Lease.

e. The Potential Lessee and Government shall reach an agreement with respect to the physical appearance and condition of the Property, and the parties shall prepare and execute a Physical Condition Report evidencing their agreement prior to lease execution.

f. The Government is leasing the Property subject to all existing encumbrances (recorded and unrecorded). To the best of the Government's Actual Knowledge, a list of such encumbrances is attached hereto as **Appendix A** (the **"Depiction of the Property and Map"**).

g. The current legislative jurisdiction of the Property is concurrent. The Government reserves the right to seek retrocession of the Property to Proprietary or Concurrent Jurisdiction. "By proceeding with negotiations with the Government, the Offeror(s) acknowledge and agree that such retrocession will not be a basis for a claim by the Offeror(s) pertaining to property taxes or other costs resulting from such retrocession."

h. The Government will not provide fire, law enforcement services, and other emergency services to the Project as it is severable from the remainder of the Installation, and a State or local government is available to provide such services. The Lessee shall be solely responsible for obtaining said services and for all actual costs and expenses incurred for these services.

## 3. GENERAL LEASE REQUIREMENTS

This Section 3, inclusive of sub-sections, lists general requirements that must be complied with by the Potential Lessee and/or the Government to lease the Property (collectively, the "**General Lease Requirements**"). This is not an exhaustive list of requirements; there may be other requirements, which may apply to leasing the Property and/or to the specific use of the Property proposed by the Offeror(s). The Government has the right to impose any and all requirements necessary or desired to ensure the Lease is in compliance with all applicable Federal (including

but not limited to laws and requirements referenced in the Mandatory Clauses – **Exhibit E** (defined below)), State, and local laws, rules, regulations, requirements, orders, permits, ordinances, including but not limited to building codes, policies, directives and instructions, including but not limited to all applicable Department of War and Air Force directives, instructions, manuals, playbooks, and policies, as they may be amended, modified or replaced from time to time ("Applicable Law").

## 3.1. STATUTORY REQUIREMENTS – 10 U.S.C. § 2667

a. The lease shall not be for a term of more than fifty (50) years unless the offeror proposes and the government determines that a longer term promotes national defense or is in the government's interest. The offeror(s) shall clearly demonstrate (to the satisfaction of the government) that the length/term of the proposed lease is reasonable, necessary, and/or otherwise required. By way of example, the offeror(s) shall submit facts and information to support its proposed term such as useful life of the improvements (with regular repair and maintenance and without recapitalization) and underlying contracts to be fulfilled directly by the potential lessee. Copies of such underlying contracts or agreements shall be provided to the government. Justification for the lease term shall be provided in the financial pro forma required per section 4.9 of this RFLP.

b. The Government shall have the right to revoke the Lease at any time, unless the Government determines that the omission of such a right will promote national defense or be in the Government's interest.

c. The Government shall receive consideration for the Lease in a total amount that is not less than the fair market lease value of the Property.

d. The consideration shall be paid by the Potential Lessee to the Government. The consideration must be of the type and kind that is permitted by the Enabling Statute – see 3.2.a. for specific consideration requested by the Government.

e. If the proposed use(s) of the Property will, as determined by the Government, provide merchandise or services in direct competition with "covered entities" (as such term is defined in the Enabling Statute), the Potential Lessee must provide covered entities, at the Government's election in its sole and absolute discretion, with either (i) the right to operate a community support facility or provide community support services, or (ii) equitable compensation in lieu of the operation of such a facility or the provision of such services.

f. The Potential Lessee's leasehold interest in the Property and its operations and activities on the Property may be taxed by State and local governments. See Section 3.3.c. below.

g. The Potential Lessee's use(s) of the Property shall be compatible with the mission and plans and programs of the Installation.

## 3.2. OTHER TERMS AND REQUIREMENTS

a. During negotiations, the Government and the Potential Lessee will negotiate and mutually agree on the consideration which will be provided by the Potential Lessee to the Government, and the processes by which the Potential Lessee will deliver such consideration to the Government. For this lease, the Government requires the following consideration terms:

b. The Government requires the Potential Lessee provide cash consideration for this Project.

The Potential Lesse may provide cash in the form of ground rent, participation rent or both. If participation rent is offered it must be in the form of a top line revenue share. The Government will evaluate the offers on a Net Present Value basis and will select the best value offer received.

c. The Potential Lessee shall ensure that insurance policies are maintained throughout the term of the Lease in accordance with the requirements set forth in **Appendix C** (the "**Insurance Requirements**") attached hereto and incorporated herein by this reference.

d. Any and all utilities and services necessary for the Project shall be obtained and provided for by Potential Lessee, at its sole cost and expense.

e. Upon the expiration or earlier termination of the Lease, the Lessee shall, at no cost to the Government and to the reasonable satisfaction of the Government, demolish or remove all or a portion of, as designated by the Government, the Existing Improvements, EUL Improvements, and the structures or improvements located on the Property; abandon, vacate or remove utilities or other infrastructure from the Property; restore the Property and surrender the Property to the Government in the condition it existed on the date the Lease was executed, unless the Government, at its sole discretion and subject to Applicable Law, elects to retain all or a portion of the Lessee's improvements located on the Property, without compensation to the Lessee. The Lessee shall establish and maintain a demolition reserve account to fund the demolition of all facilities, Existing Improvements, and EUL Improvements on the Property and to restore the Property to the reasonable satisfaction of the Government upon the expiration or earlier termination of the Lease.

f. Offeror that the Government determines to pose a threat to the security, health, morals, or welfare of the Government or to be inconsistent with the national security objectives of the United States will not be selected as a Potential Lessee. Should the government of a terrorist country have a significant interest in the Offeror (or a parent, affiliate, or subsidiary of the Offeror), then such Offeror shall be disqualified and shall not be selected as a Potential Lessee, unless otherwise approved by the Secretary of Defense. This restriction is in accordance with 10 U.S.C. § 2327.

## 3.3. FINANCIAL REQUIREMENTS

a. The Potential Lessee is solely responsible for financing the proposed project. The Government requires that all financing be in place on or before the date of Lease execution. If a Project proposal includes gifts, donations and/or other alternative financing, the Government may require that the Potential Lessee provide evidence, satisfactory to the Government, that the funds have been placed in a third-party escrow account before the date of Lease execution. The Air Force will not:

i. Furnish utilities or services

ii. Provide a Direct Loan or a Loan Guarantee

iii. Enter into a contract for the leasing of housing

iv. Make financial investments of any kind into an entity carrying out the project

v. Guarantee any level of occupancy or of rental income

vi. Make differential lease payments

vii. Provide any other financial support for the project of any kind

b. The Potential Lessee may not cross collateralize and cross default the Lease, or the assets

or revenues of the Project. Moreover, the Potential Lessee will be prohibited from assigning, pledging, hypothecating or otherwise transferring its interest in the net cash flows or ownership of the Project in part, or in its entirety, without prior written approval of the Government.

c. The Potential Lessee shall be solely responsible for the payment of any property taxes, personal property taxes and assessments, including special assessments, utility rents, any charges imposed in lieu of ad valorem taxes, and all other taxes or charges levied against the Project (including the costs of contesting such taxes), or assessments levied against the Potential Lessee's leasehold interest or against its activities or operations on the Property.

d. The Potential Lessee shall be required to make a cash payment to the Government at Lease execution in an amount equal to the Government's direct costs of each lease transaction, which is estimated not to exceed Three Hundred Thousand Dollars and No Cents ($300,000.00). The Government shall provide the Potential Lessee notice of the actual amount of this payment, as determined by the Government, prior to Lease execution. This cash payment is separate from and in addition to the fair market lease value of the Property. It is not a part of the consideration for the Lease.

e. The Potential Lessee shall, at its sole expense, (i) obtain all required environmental and non-environmental permits and approvals, (ii) enter into any and all required agreements with third parties, (iii) pay any and all costs, fees and expenses required in connection with its development of the Project and, (iv) comply with all Applicable Law and must not seek to avoid compliance with Applicable Law, including but not limited to regulatory requirements, by claiming federal status or derivative sovereign immunity as EUL developments are primarily private sector endeavors.

## 3.4. DEVELOPMENT AND USE REQUIREMENTS

a. All uses and development activities on the Property shall be in accordance with Applicable Law, including but not limited to building codes such as Unified Facilities Criteria and local and International Building Codes, as they may be amended from time to time.

b. All development and construction on the Property shall be directly compatible with the plans, programs and missions of the Installation. However, the Air Force will not include any clause or condition in the lease tying or connecting the development to the programs and missions of the Installation in any way.

c. Development and construction on the Property may be subject to Department of War and/or Air Force Anti-Terrorism and Force Protection requirements, including but not limited to offsets from roadways and adjacent Department of War or other federal agency facilities.

d. A proposal, if any, to relocate existing improvements on the Property, if any, shall be at the Potential Lessee's sole cost and expense and will be subject to Government's consent and approval, which may be conditioned or denied.

Prior to the commencement of any phase of construction, the Potential Lessee shall deliver to the Government payment and performance bonds in amounts and subject to conditions deemed acceptable to the Government.

e. The Property shall not be used or permitted to be used in any way or for any purpose except as expressly permitted by the Government and set forth in the Lease.

f. The following uses and activities are prohibited on the Property due to security and

operational incompatibility:

1. Any use or activity that adversely affects the health, safety, morals, welfare, morale, or discipline of the Armed Forces.

2. Structures, activities, and operations that adversely affect flight operations, air traffic control, Installation security and/or force protection.

3. Any ultra-hazardous uses or activities involving the storage, treatment, transportation, disposal or manufacture of hazardous materials, hazardous substances or hazardous wastes.

4. Residential use conflicting or otherwise competing with the Military Housing Privatization Initiative at the Installation. Any development concept must explain how it does not compete with Military Housing Privatization Initiatives at or for the Installation.

5. Any use or activity that is incompatible with environmental, operational or land use constraints.

# 4. INSTRUCTIONS TO OFFEROR(S)

## 4.1. GENERAL

a. This RFLP is not for an acquisition of goods, services or facilities for Air Force consumption/use and as such, is not governed by the Federal Acquisition Regulation ("FAR"). This RFLP supports a non-FAR real estate transaction (the Lease) granting temporary use of Government controlled property, which employs a competitive process to identify a Lessee as required by the Enabling Statute. While no evaluation credit will be provided for small business participation, small business concerns are encouraged to participate and compete in this Air Force Enhanced Use Lease Program competitive solicitation processes.

b. The sale of any services or products resulting from operations on the Property or arising directly or indirectly from the Lease shall be entirely the responsibility of the Offeror and shall be pursuant to agreement(s) separate and apart from this RFLP. In no event shall this RFLP or any agreement resulting from this RFLP require or otherwise obligate the Government to purchase any service or product. The Government makes no representations regarding the Offeror(s)'s ability to secure an agreement(s) for sale and purchase of the services or products arising directly or indirectly from the Lease or the Property.

c. Any information concerning the RFLP given to any Offeror will be furnished promptly to all other prospective Offerors. If the information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors, the information will be furnished as an amendment to the RFLP.

d. After the receipt and evaluation of acceptable responses to this RFLP, the Potential Lessee and the Government will negotiate the terms, conditions, agreements, plans, and schedules, etc., to effectively implement the Potential Lessee's proposed development, use, management and operation of the Property in a manner that is acceptable to the Government. Unselected Offerors may ask for a debriefing from the Government source selection team.

e. While the Government intends to enter into a Lease with the Potential Lessee, it is under no obligation to do so and reserves the right to cancel this RFLP and reject all submissions at its sole discretion. The Government reserves the right to suspend and/or amend all provisions of the RFLP and to waive informalities and minor irregularities in offers received where it is in the Government's best interest to do so.

f. By participating in the RFLP process, Offeror(s) agree to indemnify and hold harmless the Government, its officers, employees, and consultants from all claims, liabilities, and costs related to this RFLP. Under no circumstances will the Government be liable for any real estate brokerage commissions, finder's fees, or other forms of compensation related in any way to activities undertaken by any person as a result of this RFLP. This includes any and all activities related to negotiations with the Potential Lessee.

g. This RFLP may be amended at any time by the Government by formal amendment, document, letter, facsimile, or electronic mail. If this RFLP is amended, then all terms and conditions that are not amended remain unchanged.

h. The RFLP response/proposal shall contain the Offeror's best terms and be complete in accordance with this RFLP. However, the Government reserves the right to require Offeror(s) to provide an oral presentation of their proposal. The Government does not intend to but may, at its

sole discretion, conduct discussions with Offeror(s), typically through evaluation notices (ENs) any time after Offeror(s) submissions and prior to selection of a Potential Lessee. Any EN responses become part of the Offeror's submission and will be considered by the Government in making its Potential Lessee selection.

i. The Government Real Estate Support Service ("RESS") and Privatization Real Estate Support Service ("PRESS") contractors, their successors, and their respective team members, subcontractors, and subcontractors' successors are all precluded from proposing on any Government EUL projects, and from acting as subcontractors, consultants or team members to a development phase contractor for a period of up to ten (10) years from the expiration of their most recent contract with the Government in accordance with the terms of their contract(s). Accordingly, Offeror(s) shall not include these firms as part of their teams or request their assistance with proposal preparation. It is incumbent upon each Offeror to ensure that its team does not include any of the RESS or PRESS contractors or their respective team members and subcontractors. The RESS and PRESS Contractors are as follows: EMAX Financial and Real Estate Advisory Services; MC Fuhrman and Associates, LLC; Alvarez and Marsal Real Estate Advisory Services, LLC; Jones Lang LaSalle; MWH Americas Inc.; and FPS Advisory Group, LLC. Proposals including a prohibited team member or subcontractor will be rejected. RESS and PRESS contractors have signed Non-Disclosure Agreements.

j. Offeror(s) shall submit a statement acknowledging receipt of the Mandatory Clauses Required by Federal law attached hereto as **Appendix B** (the **"Mandatory Clauses"**) and incorporated herein by this reference and indicating their compliance with these requirements during the preparation of their proposals. Compliance with these clauses shall be required during the term of the Lease.

k. Proposals that fail to furnish required information or that fail to fulfill any of the required terms and conditions of this RFLP may be rejected by the Government. Any Offeror whose proposal is rejected for being incomplete will be notified by the Government of the material deficiencies in its proposal. Proposals that are rejected will not be evaluated by the Government in its assessment of the proposals received.

l. Offeror(s) shall submit a signed cover letter as shown in **Appendix D** (the "**Offeror's Cover Page**"). Each proposal must contain the name and mailing address of the Offeror and be properly executed. A proposal executed by an attorney or agent on behalf of the Offeror shall be accompanied by two authenticated copies of the power of attorney or other evidence of agency or authority to act on behalf of the Offeror. If the Offeror is a corporation, a corporate officer authorized to legally bind the corporation, must execute the Offeror's Cover Page and provide a corporate certificate or resolution evidencing that corporate officer's authority to submit a proposal to lease the Property in response to this RFLP. If the Offeror is a Partnership, Limited Liability Company or any other entity, the Offeror must provide evidence that the party signing the Offeror's Cover page has the authority to sign or bind the entity.

m. Offeror(s) shall submit a signed statement as shown in **Appendix H** (the "**Offeror's Acknowledgement**"). Stating that they understand that this project is an EUL executed under the 10 USC 2667 authority, that this project is not being executed under the 10 USC Chapter 169 Subchapter 4 Authority for Acquisition and Improvement of Military Housing and that the Air Force will not:

i. Furnish utilities or services

ii. Provide a Direct Loan or a Loan Guarantee

iii. Enter into a contract for the leasing of housing

iv. Make financial investments of any kind into an entity carrying out the project

v. Guarantee any level of occupancy or of rental income

vi. Make differential lease payments

vii. Provide any other form of financial support for the project of any kind

## 4.2. RESTRICTION ON DISCLOSURE AND USE OF DATA

a. Offerors who include in their proposals data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall mark the title page with the following legend: "This proposal includes data that shall not be disclosed outside the Government and its representatives and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal." Mark each page of restricted data with the following legend "Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal." Over-marking of a proposal (for example, marking the entire proposal or all or nearly all pages of the proposal) may result in the outright rejection of the proposal by the Government.

b. If, however, a Lease is signed with this Offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Lease or as needed for Environmental Documentation or the Freedom of Information Act. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. Offeror(s) should be aware; however, that the Government may share financial information with Congressional committees, if requested by the committees as part of their oversight function. The terms and conditions of the Non-Disclosure Provisions in **Appendix E** (the **"Non-Disclosure Provisions"**), attached hereto and incorporated herein by this reference, apply to each Offeror following the receipt of their proposal for the Project.

## 4.3. SUBMISSION OF RESPONSES

Offeror(s) shall send an email indicating their desire to submit a proposal by 24 July 2026, to AFCEC.EUL@us.af.mil. Subsequently the Government will provide instructions to upload responses to a secure site. The response files shall be in Microsoft Word or PDF format. Proposals are due no later than 5:00 PM Central Time on 10 August 2026 (the "RFLP Response Due Date"). Hard copy submissions will not be accepted.

a. Submitted responses, proposals and information shall correspond with the Sections, Factors, and Subfactors listed in **Table 1** and further described in Sections 4.4 through 5.2 of this RFLP. Submitted responses (narrative, exhibits, illustrations, etc.) are limited to 40 total pages (single side, 8.5 x 11 inch page and standard font) using Microsoft Word and/or not to exceed 10 megabytes Adobe Systems Portable Document Format (PDF). Page limits as specified in the RFLP do not include drawings, cost estimates, mandatory clauses, legal documents, resumes, financial statements, pro formas, engineering calculations, catalog cuts, or specifications. Pages exceeding this limit will not be accepted, reviewed or evaluated. The financial pro forma shall be

a stand-alone Microsoft Excel file and not count towards the total page or PDF limit.

**Table 1 – Evaluation Factors, Subfactors and Submittal Format**

| SECTION | EVALUATION FACTORS |
|---|---|
| A | Factor 1 – Project Description |
| | Subfactor 1.1 – Project Concept, Market Analysis, and Project Feasibility |
| | Subfactor 1.2 – Project Development, Construction and Operations |
| B | Factor 2 – Return to the Government |
| | Subfactor 2.1 – Proposed Rental and/or Additional Consideration |
| | Subfactor 2.2 – Financial Pro Forma |
| C | Factor 3 – Organization, Experience and Capability |
| | Subfactor 3.1 – Organization and Experience |
| | Subfactor 3.2 – Financial Capability |
| D | Factor 4 – Integrated Project Plan and Schedule |

## 4.4. SECTION A, FACTOR 1 – PROJECT DESCRIPTION SUBMITTAL REQUIREMENTS

## 4.5. SUBFACTOR 1.1: PROJECT CONCEPT, MARKET ANALYSIS, AND PROJECT FEASIBILITY

The Offeror(s) shall explicitly document the market demand and market feasibility analysis for its proposed Project; explicitly demonstrating that the proposed Project is viable and represents the highest and best use of the Property. The Offeror must show that the project is viable without any direct Air Force financial support or financial guarantee, any Air Force provision of utilities, any occupancy or rental income guarantee or any other guarantee of direct operational support. The submitted narrative shall include at least the following:

1. Substantive data and facts, which clearly demonstrate the current and anticipated market demand for the proposed Project;
2. Facts and data describing the current market availability of commercial activities/services that will compete with the market demand for the proposed Project;
3. Facts and data detailing projected target market consumption/use of the Project; and
4. A narrative detailing the marketing strategy for the proposed Project.
5. All data used in the analysis must include a reference to the source of the data. All sources used must be included in the proposal as appendices.

## 4.6. SUBFACTOR 1.2: PROJECT DEVELOPMENT, CONSTRUCTION AND OPERATIONS

Offeror(s) shall submit a narrative describing their proposed Project including a plan for the development, construction and operation of the Project. This narrative shall demonstrate compliance with EUL Objectives described in the Executive Summary in Section 1 and with the General Lease Requirements outlined in Section 3, shall not include any direct Air Force financial support or financial guarantee, any Air Force provision of utilities, any occupancy or

rental income guarantee or any other guarantee of direct operational support and shall also include at least the following:

1. Description of the proposed development, size, type, performance or capacity, site considerations, engineering and construction work to be performed;

2. Description of the anticipated leases, easements, agreements, etc., needed to develop and operate the proposed development;

3. A Project development and construction (including any phases if applicable) plan and milestone schedule;

4. A conceptual site plan depicting, identifying, and describing all proposed improvements, including but not limited to proposed facilities, fences, infrastructure, areas of ingress/egress, and storm water management areas;

5. A conceptual utility plan for the Property and proposed Project;

6. A conceptual environmental management plan;

7. Description of the quality control processes and corporate systems employed to maintain quality control of the design, permitting, financing, construction and operation of the Project;

8. Description of the Project impact(s), if any, on surrounding communities, local government, and governmental authorities to include "covered entities" as described in the Enabling Statute and Section 3.1(e) of this RFLP;

9. A Property management and facilities maintenance plan, to include capital repair and replacement, and grounds maintenance;

10. Proposed emergency services plan; and

11. A Property security and access management plan.

### 4.7. SECTION B, FACTOR 2 – RETURN TO THE GOVERNMENT

### 4.8. SUBFACTOR 2.1: PROPOSED RENTAL AND/OR ADDITIONAL CONSIDERATION

a. Offerors shall explicitly document their proposed cash consideration to be provided to the Government, in exchange for the leasehold interest in the Property. The proposed consideration shall be substantiated with relevant empirical and quantitative data and analysis to include:

1. Current real estate market conditions for similarly situated property;

2. Consideration of all relevant facts and circumstances that may influence the cash consideration offered.

3. A description of and calculation for the proposed cash payment.

### 4.9. SUBFACTOR 2.2: FINANCIAL PRO FORMA

Offeror(s) shall submit a FINANCIAL PRO FORMA a proposal submitted without a full and complete Pro-Forma will not be deemed acceptable. The Pro-forma must be developed using Microsoft Excel software illustrating the economic viability of the proposed Project and containing the each of the following elements:

1. Assumptions Worksheet – which shall be linked to all other worksheets within the pro forma, and wherein all financial assumptions (i.e., square footage, rental rates, interest rates, internal rate of return, discount rates, weighted average cost of capital, etc.) can be manipulated to produce varying results during the evaluation of submittals.

2. Project Construction Budget – A line-item construction budget that reflects all expected construction costs, by major trades/milestones, and that are detailed for each month of the construction period through completion. This budget should also reflect drawdowns on the construction loan(s) and equity contributions as they occur and shall be linked to the Assumptions Worksheet and shall contain formulae so that cell references and calculations can be verified.

3. Project Sources and Uses Statement – A statement that reflects all expected transaction costs (i.e., construction, lender and closing fees, etc.), and the sources to fund these costs (i.e., loan proceeds, equity contributions, etc.). The specific sources of funding must be explicitly named, simply naming the type of funding (debt, equity, etc.) without a specific source is not acceptable. The proposed debt to equity ratio shall be explicitly defined. This statement shall be linked to the Assumptions Worksheet and shall contain formulae so that cell references and calculations can be verified.

4. Project Annual Cash Flow Statement (for each year of the lease term) – A statement that reflects line-item Project revenues and expenses for each year of the proposed Lease term. This statement shall be linked to the Assumptions Worksheet and shall contain formulae so that cell references and calculations can be verified. Specifically, the statement provided shall include the following on an annual basis:

i. Line-item description and dollar amount for each source of revenue.

ii. Line-item description and dollar amount for each charge (deduction) against Project revenue (e.g., vacancy loss, credit/collection loss, etc.).

iii. Line-item description and dollar amount for each Project expense item.

iv. Net Operating Income projection for each year of the term of the Lease based on items above.

v. Line-item description and dollar amount of all debt service payments.

vi. Line-item description and dollar amount of all deposits to Project reserve accounts to include the demolition reserve account.

vii. Line-item description and dollar amount of all capital costs, including but not limited to: 1) capital repairs and replacements; 2) tenant improvement allowance(s); 3) leasing commissions; 4) demolition; and 5) etc.

viii. Line-item description and proposed total cash consideration to be paid to the Government.

5. Consideration Worksheet, which shall be linked to the Project Annual Cash Flow Statement and shall contain formulae so that cell references and calculations can be verified. This worksheet should include the proposed cash consideration to be paid to the Government over the proposed term of the Lease. If the Offeror proposes to provide the Government with percentage rent, this worksheet shall provide an explicit description and delineation of proposed base rent versus any proposed percentage rent. If the Offeror is proposing that, some

portion or all of the consideration to be paid to the Government will be from percentage rent or some other form of revenue sharing arrangement: this worksheet shall also include calculations and a narrative detailing the proposed participation percentages, and the priority of payments to the Government.

## 4.10. SECTION C, FACTOR 3 – ORGANIZATION, EXPERIENCE AND CAPABILITY

## 4.11. SUBFACTOR 3.1: ORGANIZATION AND EXPERIENCE

a. All Offeror(s) shall provide a narrative detailing its corporate organizational structure, including legal form of ownership and management. If the Offeror is teaming with one or more business organizations for any portion of the Project, then it shall provide a narrative detailing the responsibilities of each team member, the extent to which the team has worked together in the past, the legal form of ownership and management of each and team member, and (if other than the Offeror) expressly identify the team member organization that will be financially accountable for Project performance. The Offeror shall submit copies of legally binding contracts or agreement(s) it has in place with each member for the Project, or otherwise state that no such contracts or agreement(s) exist.

b. As a condition to being selected as the Potential Lessee, the Offeror(s) shall provide the Government with documentation evidencing its legality, authority, ownership, control, and management. Such documentation should include, without limitation, certificates of good standing, formation agreements, by-laws, operating and management agreements, organizational charts, and a certificate of disclosure of ownership interests.

c. Provide an explanation of its ability to field a qualified, experienced Project team with the experience and workload capacity necessary to manage all the disciplines required to develop and manage the Property.

d. Identify the key personnel and legal counsel designated and authorized to represent the Offeror in all negotiations with the Government, and throughout the transaction execution and financial closing process.

e. Provide a narrative describing up to five (5) of the most recent and relevant projects completed or in progress by the Offeror that are similar to the Offeror's proposed Project. The submittal shall provide details explaining the financing, design, construction, management, and operation of those five projects and specifically state how the Offeror accomplished them directly or if they were accomplished by another party, list the name of said other party. The submittal shall also include information describing cost, schedule, and performance of each project. For the purposes of this factor, "**relevant work**" are those whose scope, magnitude and the complexity are similar to the Offeror's proposed Project.

f. The following disclosures are required:

i. Any foreign corporate ownership.

ii. Any ownership that has been restructured due to adverse circumstances (including default, triggering of loan covenants, change of controlling partner, etc.).

iii. Any action was initiated by a lender to replace, sanction, or suspend any principals of the company from future participation in lending activities.

iv. Any notices of fault in a lease with the Government, even if resolved.

v. Any legal judgements or settlements regarding fraud made in any federal or state jurisdiction over the past ten years.

vi. Any on-going litigation, arbitration, mediation, or other formal dispute process that involves the Government or a lender.

vii. Any on-going litigation matters that involve criminal behavior; or

viii. Any objection to any of the Lease

### 4.12. SUBFACTOR 3.2: FINANCIAL CAPABILITY

a. The Offeror shall provide a letter of interest for Payment and Performance (P&P) Bonding from a bonding institution. The letter should state that the institution is capable and interested in providing bonding for the full amount to cover the project being proposed. In the event that an alternative to bonding is being proposed, provide information on the alternative and explain how it better protects the Government's interests versus P&P bonds.

b. Provide evidence *of ability to secure* sufficient funds or financing without any Air Force assistance or guarantee of any kind. Total evidenced funds and financing must match total required funding from sources and uses tab of Pro-forma:

    i. For Debt Financing– Provide a letter of interest from a lending institution

    ii. For Equity Financing – Provide evidence of existing funds or proposed source of funds

    iii. For Other Financing – Provide the type/source of funds/financing, a detailed plan for the acquisition of the funds and an assessment of the likelihood that the funds will be secured

    iv. Provide up to 3 examples of past performance securing funds or financing of similar type for projects of similar scope.

c. Provide Financial Statements complete with notes and accompanied by an auditor's assertion of accuracy or reviewed by Certified Public Accountant for the most recent two years, and other documentation, including that of any equity contributors, in order to demonstrate the Offeror's financial strength. Financial statements must have been audited in accordance with Generally Accepted Accounting Principles.

d. If such financial statements are not available, Offeror(s) shall provide an individual's Internal Revenue Service ("IRS") tax filings that have been executed and submitted to the IRS by the individual or a certified preparer.

e. If any financial statements and submitted information note any litigation, disputes, claims, UCC filings or similar circumstances, the Offeror(s) shall provide the current status of each matter in full detail.

## SECTION D, FACTOR 4 – INTEGRATED PROJECT PLAN AND SCHEDULE

Each Offeror shall disclose a notional Integrated Project Schedule ("IPS") forecasting the critical activities and agreements necessary to achieve a successful Lease Agreement and Project. The IPS shall be submitted as a Gantt chart conducive to presenting clear sequences of

major milestones and include estimated timeframes, dependencies, and critical path of the identified milestones.

The content of the IPS shall include:

i. The total Project estimated timeline
ii. Major milestones organized by phase with assigned estimated timeframes
iii. Major milestone concurrencies and dependencies
iv. Identified critical path throughout the Project lifecycle
v. Major milestones and activities necessary for Project Planning, Design, Construction, and Operations phases, including:
vi. Lease and Transaction Document Term Sheet, Final Signature
vii. Site Investigations (applicable geotechnical, topographical, ground penetrating radar, test bores, utility capacity and placement, etc.)
viii. Zoning, Entitlements, Permits
ix. Environmental Regulatory requirements
x. Financial Modeling and Strategy
xi. Site Plan /Concept
xii. Agreements with Government and Third-Party entities
xiii. Financing and Insurance
xiv. Interconnection Study, Application, and Completion, if applicable
xv. Power Purchase Agreement, if applicable
xvi. Design stages, to include Government review and designer response periods and virtual comment-response discussion meetings after each submittal
xvii. Applicable Construction Phase major milestones
xviii. Substantial Completion / Beneficial Occupancy
xix. Applicable Operations Phase major milestones, including Occupancy, Capital Repair, and Lease Closeout

# 5. BASIS OF POTENTIAL LESSEE SELECTION

## 5.1. SOURCE SELECTION STRATEGY

### 5.1.1. BEST VALUE SELECTION

a. This source selection will utilize a two-phase, best-value process. Phase I of this source selection will rank and select Offeror(s) and proposal(s) that provide the best value to the Government based upon an integrated and cumulative assessment of all factors and subfactors listed in **Table 1** of Section 4 above; Factor 1 (Project Description), Factor 2 (Return to the Government), Factor 3 (Organization, Experience, and Capability), and Factor 4 (Integrated Project Plan and Schedule). Factors 3 and 4 are of equal importance. Factors 1 and 2 are of equal importance and more important than Factors 3 and 4. Subfactors within each Factor are of equal importance. Factors 1, 2, 3 and 4 will be assigned an overall evaluation rating. Phase II, lease negotiations, shall commence after the Government completes the evaluation and ranking of the submitted offers/proposals and provides written notice to the Offeror with the best-value proposal that has been selected as the Potential Lessee. However, a Potential Lessee may not actually become a Lessee.

b. In order to promote an efficient competition and to avoid the unnecessary expenditure of resources by Offeror(s), the Government reserves the right (in its sole and absolute discretion) to establish a competitive range(s) and hold discussions at any point in the evaluation process and to remove from the competitive range any Offeror whose proposal, in the judgment of the Government, stands no reasonable likelihood of being selected as a Potential Lessee. The competitive range determination can be based on Factor 1 (Project Description), Factor 2 (Return to the Government), Factor 3 (Organization, Experience, and Capability), Factor 4 (Integrated Project Plan and Schedule) or any combination of the four Factors. The Government reserves the right to conduct multiple competitive range determinations for the purposes of efficiency. If an Offeror is not included in the competitive range, it will be eliminated from further consideration.

### 5.1.2. FACTOR 1: PROJECT DESCRIPTION

Offeror(s) proposals will be evaluated against the requirements of Factor 1, inclusive of each sub-factor, and each of its sub-factors will be assigned evaluation color ratings in accordance with **Table 2** below. The overall Factor evaluation color rating will be based on the lowest rated Subfactor.

1. **Subfactor 1.1:** The Government will evaluate the Offeror's submitted market and feasibility analysis to determine whether it reasonably demonstrates both that there is a commercial market (non-Government) demand and probability of commercial success for the proposed Project; and that the commercial market demand can be satisfied in a manner that is both consistent with the mission at the Installation and the RFLP Requirements.

2. **Subfactor 1.2:** The Government will evaluate the Offeror's submitted plan to develop, construct and manage the proposed Project in a manner consistent with all Applicable Law and with accepted commercial business practices. The technical and conceptual narrative, submitted data, and plans will be evaluated for clarity, feasibility, and compliance with the requirements of this RFLP, the EUL Objectives listed in Section 1, the General Lease Requirements in Section 3, and any applicable requirements, authorities, and constraints. The proposed technology, land development plan and marketing strategy will be evaluated for an understanding of the EUL

process, probability of realizing Project expectations and compliance with the Enabling Statute, Applicable Law, the EUL Objectives, and the General Lease Requirements. Submitted data, data analysis, plans, etc., will be evaluated for compatibility with mission operations and risks, and Government's assessment of the highest and best use of the Property.

### 5.1.3. FACTOR 2: RETURN TO THE GOVERNMENT

Offeror(s) proposals will be evaluated against the requirements of Factor 2, inclusive of sub-factors, and each sub-factor will be assigned evaluation color ratings in accordance with **Table 2** below. The overall Factor evaluation color rating will be based on the lowest rated Subfactor.

**1. Subfactor 2.1:** The Government will evaluate the Offeror's proposal to optimize the value of the EUL to the Government within the constraints and restrictions of the RFLP (including the rental and any other additional consideration proposed to be paid by the Offeror(s) to the Government.

**2. Subfactor 2.2:** The Government will evaluate all aspects of the Offeror's response and financial pro forma for fairness, reasonableness, risk, and likelihood of success. The proposed amount of cash consideration proposed to be provided by the Offeror to the Government will be evaluated as to the reasonableness, risk, legality and likelihood of success, and for providing the best value to the Government. Proposals that propose returns to the Government that are unreasonably high or low, violate applicable legal requirements, or are speculative may be considered unacceptable, and may be rejected on that basis.

The Government will evaluate whether the Offeror's proposal demonstrates a reasonable and viable approach to mitigating the risks to the Government's returns and interest in the proposed EUL.

### 5.1.4. FACTOR 3: ORGANIZATION, EXPERIENCE AND CAPABILITY

a. Offeror(s) submittal will be evaluated against the requirements of Factor 3, inclusive of sub-factors, and each sub-factor will be assigned evaluation color ratings in accordance with **Table 2** below. The overall Factor evaluation color rating will be based on the lowest rated Subfactor.

**1. Subfactor 3.1:** The Government will evaluate the Offeror's proposed management, technical, and financial plan, organization and qualifications to develop, construct and operate a successful, long-term, mutually beneficial relationship with the Government within the constraints and requirements of the RFLP. The Government will review the submitted recent and relevant projects for similarity to Offeror's proposed plan and EUL processes and assess the level of confidence in the Offeror's plan.

**2. Subfactor 3.2:** The Government will evaluate whether the Offeror's strategy for financing the proposed Project clearly supports the project concept and is consistent with accepted commercial practices for similarly sized, complex leasing arrangements.

### 5.1.5. FACTOR 4: INTEGRATED PROJECT PLAN AND SCHEDULE

a. Offeror(s) proposals will be evaluated against the requirements of Factor 4, and will be assigned an evaluation color rating in accordance with **Table 2** below. The overall Factor evaluation color rating will be based on the lowest rated evaluation.

b. The Government will evaluate the Offeror's recommended agreements and business

arrangements with the Government and proposed sequence and timelines of major schedule events to assess the level of confidence in achieving a timely lease execution, receipt of rental and any other additional consideration, if any, and project completion.

c. The Government will evaluate the proposed integrated master plan and schedule for recognition and consideration of major milestones, duration of critical activities, and overall demonstration and understanding of the capabilities and flexibility needed to execute and sustain the proposed Project.

d. The Government will evaluate the Offeror's proposed approach to interact with critical Government and other stakeholders and assess the level of confidence in commencing and efficiently completing negotiations with the Government.

### 5.2. EVALUATION COLOR RATINGS

a. Offeror(s) are encouraged to be innovative and to make proposals they believe will exceed the requirements of this RFLP.

b. The Government will evaluate Offeror's responses to each evaluation Factor and sub-factor listed in **Table 1** and explained in Section 4 above to determine whether said response meets or exceeds the RFLP requirements and to assign color ratings to the Offeror's response to each of these evaluation Factors and sub-factors as explained in Section 5.1 above. Proposals will be assigned an evaluation color rating in accordance with **Table 3** below based on the Government's evaluation of the proposal as a whole.

c. The Government will evaluate risk by assessing the likelihood that the Offeror will be able to satisfy the requirements of this RFLP or will be able to carry out its Lease and Project as proposed. The Government will consider a response to be low risk if there is little likelihood that the Offeror will be unable to satisfy the requirements of this RFLP or carry out its Project as proposed. Conversely, the Government will consider an approach to be high risk if there is a substantial likelihood that the Offeror will be unable to satisfy the requirements of this RFLP or carry out its Project as proposed.

d. The color ratings to be used by the evaluators are shown in **Table 2** and **Table 3** below.

**Table 2 – Performance Color Ratings**

| COLOR | RATING | DEFINITION |
|---|---|---|
| Blue | Excellent | The Offeror's response exceeds the minimum requirements of the factor or sub-factor in a way that is beneficial to the Government, consistent with the EUL Objectives and General Lease Requirements. There are no significant weaknesses. The "Excellent" rating may have additional gradations of "Plus" to the upside and "Minus" to the downside. |
| Green | Acceptable | The Offeror's response meets the minimum requirements of the factor or sub-factor in a way that is beneficial to the Government and is consistent with the EUL Objectives and General Lease Requirements. There may be minor but correctable weaknesses. The "Acceptable" rating may have additional gradations of "Plus" to the upside and "Minus" to the downside. |

**Table 2 – Performance Color Ratings**

| COLOR | RATING | DEFINITION |
|---|---|---|
| Yellow | Marginal | The Offeror's response meets some but not all the requirements of the factor or sub-factor in a way that is beneficial to the Government and is consistent with the EUL Objectives and General Lease Requirements. There are apparent or moderate weaknesses that may be correctable. There are no additional gradations to a "Marginal" rating. |
| Red | Unacceptable | The Offeror's proposal fails to satisfy the requirements of the factor or sub-factor. There are unacceptable weaknesses. There are no additional gradations to an "Unacceptable" rating. |

The Government reserves the right to exclude any Offeror receiving either a Yellow (Marginal) or Red (Unacceptable) rating from consideration in the Offeror determination.

**Table 3 – Confidence Color Ratings**

| COLOR | RATING | DEFINITION |
|---|---|---|
| Blue | High Confidence | Based on the information submitted in response to this RFLP, the Government has high confidence the Offeror will successfully perform the Project as proposed. No significant weaknesses were identified. Normal contractor/government oversight and monitoring will be required. |
| Green | Confidence | Based on the information submitted in response to this RFLP, the Government has confidence the Offeror will successfully perform the Project as proposed. Any weaknesses identified have a low potential to cause significant disruption to the successful execution and operation of the project. Normal contractor/government oversight and monitoring will be required. |
| Yellow | Little Confidence | Based on the information submitted in response to this RFLP, the Government has doubt that the Offeror will successfully perform the Project as proposed. There are weaknesses identified that have a moderate potential to cause significant disruption to the successful execution and operation of the project. Special contractor/government emphasis and close oversight and monitoring will be required. |
| Red | No Confidence | Based on the information submitted in response to this RFLP, the Government has substantial doubt that the Offeror will successfully perform the Project as proposed. There are weaknesses identified that have a high potential to cause significant disruption to the successful execution and operation of the project that cannot be mitigated by special contractor/government emphasis and close oversight and monitoring. |

The Government reserves the right to exclude any Offeror receiving either a Yellow (Little Confidence) or Red (No Confidence) ratings from consideration in the Potential Lessee determination.

# 6. NEGOTIATIONS

## 6.1. STRATEGY

a. Lease negotiations shall commence after the Government completes the evaluation and ranking of the submitted offers/proposals and provides written notice to the Offeror with the best-value proposal that has been selected as the Potential Lessee. The Government desires to complete negotiations within 180-days after the provision of said notice (the "**Negotiation Period**") and will periodically assess the progress of these negotiations to determine if negotiations will be terminated or if they will continue and the Negotiation Period will be extended. During the Negotiation Period, the Potential Lessee will work in good faith with the Government to negotiate terms and conditions of the Lease agreement and any other agreements and documents that may be necessary or required for executing the Lease with the Potential Lessee.

b. Upon commencement of the Negotiation Period, the Government shall debrief the Potential Lessee; documenting their proposal's evaluated strengths, weaknesses and challenges. The Government may provide a non-binding term sheet to the Potential Lessee documenting the Potential Lessee's acceptable and unacceptable proposed terms and conditions as well as the Government's requirements. This non-binding term sheet will be negotiated and, if mutually agreed to, shall be executed by the Potential Lessee and the Government and used to guide negotiations of the Lease and other necessary agreements or documents.

c. If at any time during the Negotiation Period, the Government determines (in its sole and absolute discretion) that negotiations are not satisfactorily progressing, the Government has the right to terminate negotiations with the Potential Lessee. Upon the termination or expiration of the Negotiation Period, negotiations with the Potential Lessee shall automatically cease without any further action required by the Government and the Government may cancel the RFLP or proceed to negotiate the EUL with another Potential Lessee.

d. If the Government agrees to enter into negotiations with another Potential Lessee after the initial Negotiation Period, such Potential Lessee (the "**New Potential Lessee**") shall provide to the Government a written affirmation that there have been no material changes to its proposal. Failure to provide such written verification will disqualify a Potential Lessee from negotiations with the Government. No Potential Lessee, new or former, nor the Government will be entitled to reimbursement of costs or other indemnification from the other party.

## 6.2. LEGAL DOCUMENTATION

a. To execute the Project, certain legal agreements and transaction documents will be necessary or required. The Potential Lessee shall prepare and provide all agreements, documents and information requested by the Government that are reasonably necessary or otherwise required to execute the Project.

b. In addition to a Lease, there may also be a need for ancillary easement agreements, all of which will be required to be captured in the term sheet and negotiated during the Negotiation Period.

c. At Lease execution, legal counsel for the Potential Lessee shall issue to the Government a legal opinion as to the authority of the Potential Lessee to make and enter into the Lease and other ancillary agreements. The opinion letter must address entity formation, valid existence, good standing, power and authority of the entity, due authorization, execution and delivery, qualification

to do business, conflicts with organizational documents or other agreements, conflicts with court orders and decrees, violation of laws, any required governmental consents or approvals, pending litigation and bankruptcy, and such other matters as may be required by the Government. The opinion letter must also address the enforceability of each of the final legal agreements and documents executed by the Potential Lessee. This letter of opinion is required to be in a form and content acceptable to the Government.

# 7. CONGRESSIONAL NOTIFICATION AND REPORTING REQUIREMENTS

OFFEROR(S) SHOULD NOTE THAT THE GOVERNMENT HAS SEVERAL POTENTIAL CONGRESSIONAL NOTIFICATION AND REPORTING REQUIREMENTS UNDER 10 U.S.C. §2667 AND §2662 THAT MUST BE ACCOMPLISHED PRIOR TO EXECUTING THE FINAL TRANSACTION DOCUMENTS. THE ABILITY OF THE GOVERNMENT TO EXECUTE THE FINAL TRANSACTION DOCUMENTS IS SUBJECT TO SUCCESSFUL CONGRESSIONAL NOTIFICATION AND REPORTING WITHOUT CONGRESSIONAL OBJECTIONS**.**

## 7.1. DOCUMENTATION

Offeror(s) are encouraged to review the Enabling Statute and Department of War and Air Force instructions, directives and publications relative to general leasing for familiarity with requirements processes pertinent to this EUL.

## 7.2. CLARIFICATIONS/QUESTIONS

Offeror(s) with questions about this RFLP must submit all questions in writing on a Pre-Offer Inquiry ("POI") Form. A copy of the POI Form is attached hereto as **Appendix F** (the **"Pre-Offer Inquiry ("POI") Form").** Inquiries must be submitted on the POI Form via e-mail to David Kinnon at (david.kinnon@us.af.mil) with a copy to the official EUL mailbox AFCEC.EUL@us.af.mil. POIs will not be accepted after midnight on 24 July 2026. The Government will respond to properly submitted POIs on the Contract Opportunities website and if an inquiry response requires it, via an amendment to the RFLP on the website, https://sam.gov/.

# United States Department of the Air Force

# Air Force Civil Engineer Center (AFCEC)

## Enhanced Use Leasing Project
## Eielson Air Force Base

# Final Request for Lease Proposal (RFLP)
# Appendix A

# Eielson Air Force Base (EAFB)

# RFLP No. AFCEC-26-R-0009

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# Eielson Air Force Base

**1.0 Preamble**
This document provides a description of the parcel(s) available at the installation for potential development under the Enhanced Use Lease (EUL) program. It is intended to support interested parties in reviewing the opportunity in connection with the Request for Lease Proposal (RFLP).

**2.0 Installation Overview**
Eielson Air Force Base (EAFB), named after Carl Ben Eielson, an Alaskan aviation pioneer and polar pilot, is located 100 miles south of the Arctic Circle and 26 miles southeast of Fairbanks. It is a key Arctic hub for INDOPACOM airpower, covering 31 square miles (20,000 acres) to support its core missions. In addition to the main installation, EAFB manages an additional 37,824 acres at four other locations – Blair Lakes Air Range (33,964 acres), the Chena River Research Site (3,791 acres), the Birch Lake Recreation Area (51 acres), and C Battery (18 acres). The majority of the 286 buildings are located in the relative center of the Base. Quarry Hill, located on the eastern edge of EAFB, and Engineer Hill to the far north provide additional training, munitions storage, and recreational functions. Additionally, EAFB is completely self-sufficient, providing its own water, heat, and electricity.

The host wing at EAFB is the 354 Fighter Wing (FW), which conducts close air support, battlefield air interdiction, and wartime operations support, and regularly hosts visiting aircrews during Red Flag-Alaska, Distant Frontier, Northern Edge, and other major flying exercises, which are conducted on the Joint Pacific Alaskan Range Complex (JPARC). Participants include all five-armed services and allied partners with more than a dozen types of transient aircraft temporarily operating from the base during these exercises. There are also several tenant units located at EAFB that support the 354 FW or other vital missions in support of national security. At present, 54 F-35s, 21 F-16s, 9 KC-135s, and 2 HH-60s are based at EAFB.

EAFB relies on its 14,530-foot-long, 150-foot-wide concrete runway to support its various operations. Given the size of the runway and its significant amount of taxiway and ramp space, the airfield can accommodate significant numbers of aircraft of virtually any type. Another integral part of the EAFB mission is the Joint Pacific Alaska Range Complex (JPARC), which consists of 67,000 square miles of airspace, 25 military operating areas, 43 threat systems, and 523 targets for range and exercise operations. EAFB range control coordinates/manages the air space within Blair Lakes, Yukon, and Oklahoma ranges.

As the missions continue to grow, the base's infrastructure is subjected to increasing operational and maintenance issues caused by lack of investment for 10-years while on the BRAC list, extreme temperature variations and significant precipitation. Additionally, the short construction window of Central Alaska only lasts a few months during the summer season and competes with operational and exercise capabilities for that time.

**3.0 Land**
EAFB offers approximately 4400 acres spread over various sites on and off the installation for development. Additional details for each site are below:

**Table 1. Size of Land Area**

| LAND AREA | APPROXIMATE ACRES |
|---|---|
| Site #1 – North Pole | 175 |
| Site #2 – South Eielson | 214 |
| Site #3 – Housing | 103 |
| Site #4 – E-Hill | 3475 |

**Figure 1. Land Area Map**

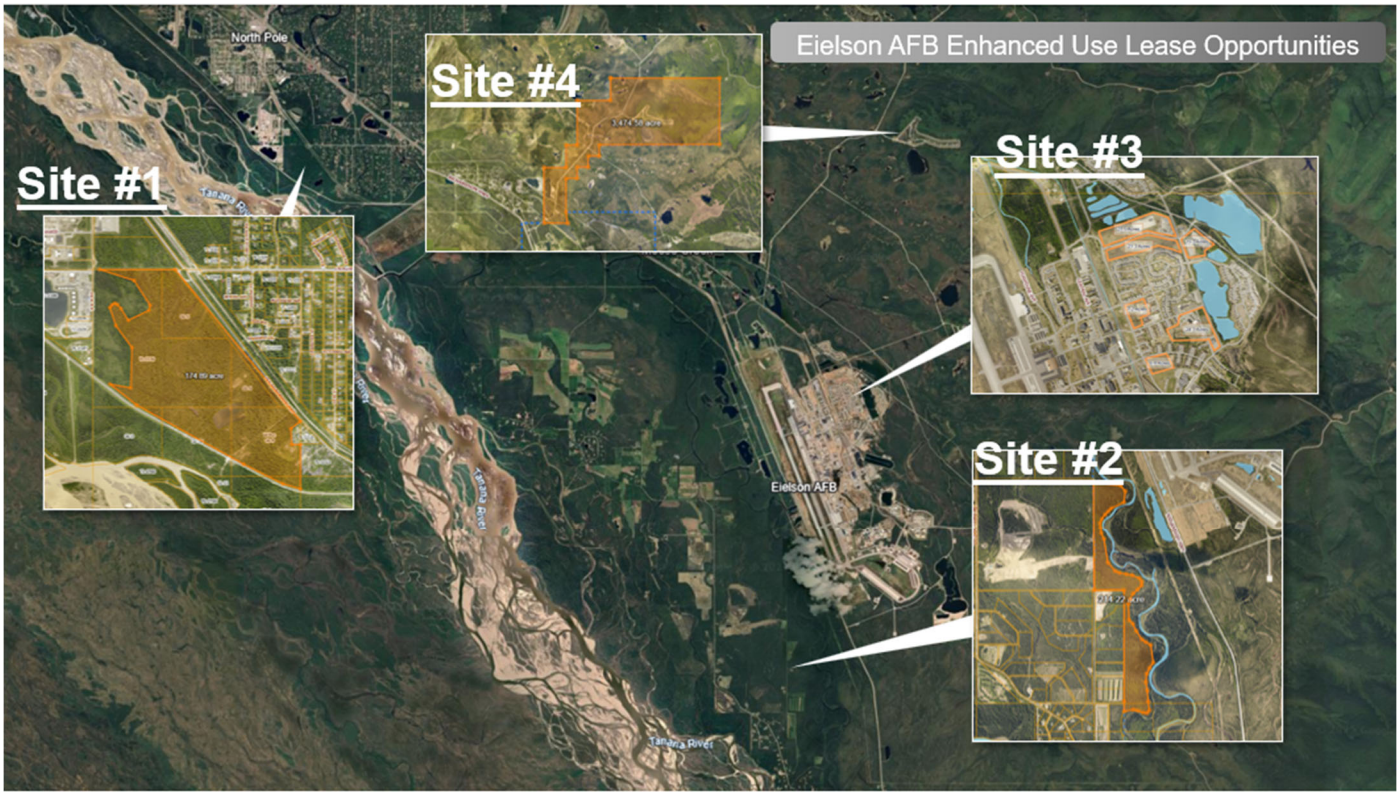


**Figure 2. Site #1 – North Pole**

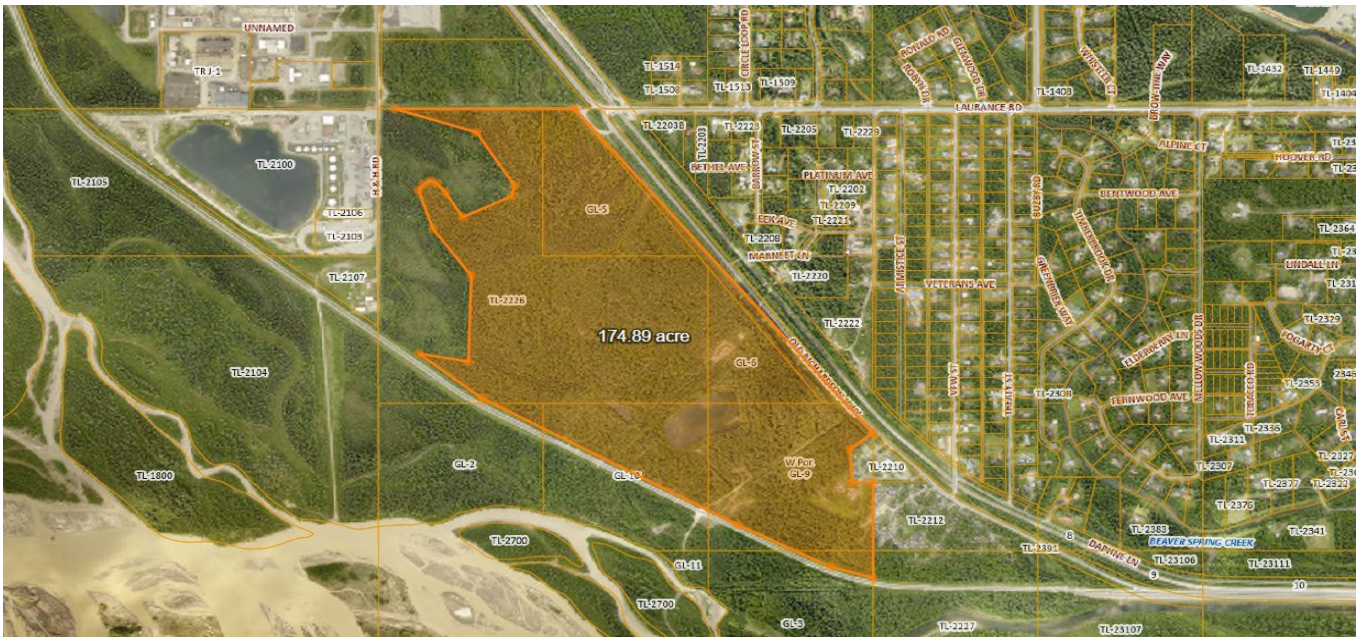



**Figure 3. Site #2 – South Eielson**

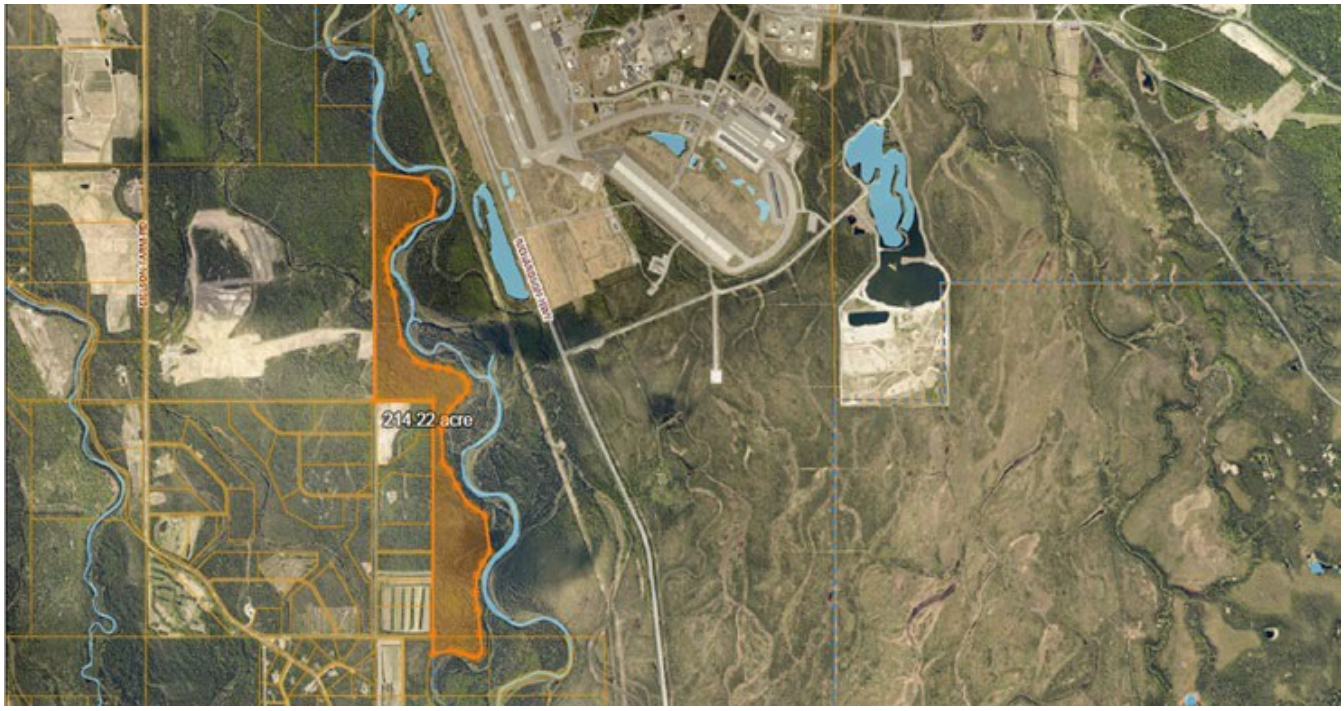
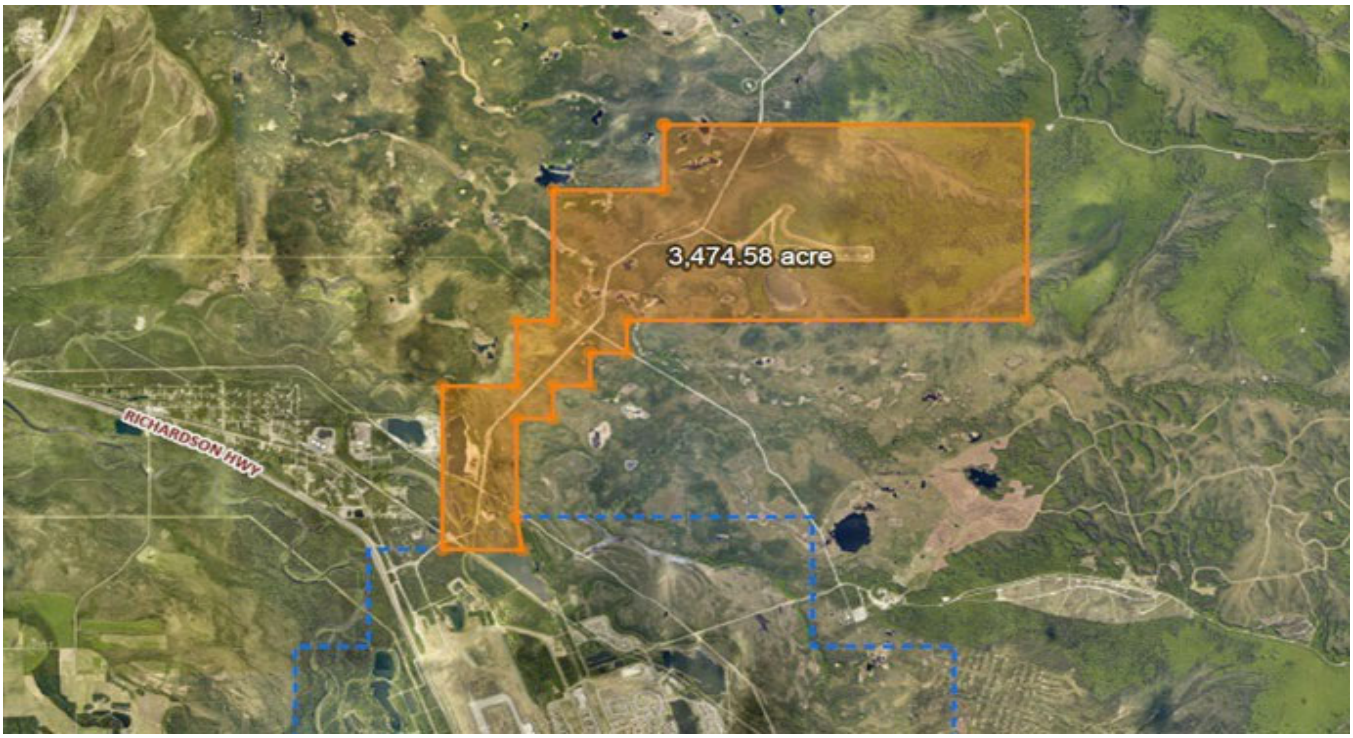


**Figure 3. Site #3 – Housing**

**Figure 4. Site #4 – E-Hill**



## 4.0 Tenants and Improvements

Site #1 has no existing improvements.
Site #2 has no existing improvements.
Site #3 has various improvements including utilities, roads, buildings.
Site #4 has portions of areas with no existing improvements and additional locations with various improvements includes roads, structures, and buildings.

## 5.0 Natural Infrastructure

Environmental Baseline Surveys must be completed for the opportunity area. The Lessee shall be responsible at its own expense for preparing a new EBS to the satisfaction of and to be signed by the Government, to confirm the environmental conditions. The potential Lessee(s) must complete its EBS, and the Government must fully comply with NEPA prior to entering into and executing a Lease.

North Pole Site #1 is mostly undeveloped, forested land. Some clearing and unimproved roads exist. One small lake was likely formed by gravel mining. The site is in a moderate flood risk zone due to its proximity to the Tanana River, lowered from high risk (1% Annual Risk) due to the dike bordering the property. Areas consisting of wetlands are likely and will need to be delineated. Site underlain by discontinuous permafrost.

South Eielson Site #2 is mostly undeveloped, forested land. Areas of wetlands are likely and will need to be delineated. The entire site is with the floodplain (1% Annual Risk). Site underlain by discontinuous permafrost.

Housing Site #3 consists of previously disturbed and developed lands. Ground cover consists mostly of maintained grass with some native vegetation existing along perimeter areas. Minimal areas of wetlands may occur along perimeter areas. Site is not within the floodplain.

E-Hill Site #4 is a mix of developed and undeveloped forested land. Various roads, structures, and buildings are located within the Engineer Hill Munitions Storage Area (MSA) footprint. Most of the low elevation areas are black spruce wetlands with a few naturally occurring ponds. Lily Lake is a larger shallow pond located to the south of Engineer Hill MSA. Cathers Lake is located in the southern portion of the proposed site and is still used as a gravel source. French Creek crosses through the site in the southern portion and is an anadromous stream. Areas of wetlands are likely and will need to be delineated. Most of the low areas of the site are within the floodplain (1% Annual Risk). Site underlain by discontinuous permafrost in lower elevation areas.

## 6.0 Transportation and Access

### 6.1 Secured Access

North Pole Site #1 is outside the secure area of EAFB near North Pole, Alaska and is adjacent to Old Richardson Highway.

South Eielson Site #2 is outside the secure area of EAFB and is adjacent to the Richardson Highway.

Housing Site #3 is inside the secure area of EAFB.

E-Hill Site #4 is inside the secure area of EAFB.

### 6.2 Vehicular Access

North Pole Site #1 can be accessed off Richardson Highway via the Buzby Road turnoff, then turning left down Laurence Road until it dead-ends at Old Richardson Highway, an all-paved access road.

South Eielson Site #2 cannot be accessed by vehicle.

Housing Site #3 can be accessed by paved roads surrounding the housing area. Base access is required.

E-Hill Site #4 can be accessed via Transmitter Road. Restricted area access is required for a portion of the E-Hill footprint.

## 7.0 Infrastructure and Utilities

North Pole Site #1 – Golden Valley Electric Association (GVEA) (power) and fiber are available along the Old Richardson Highway. City water is also available.

South Eielson Site #2 – GVEA (power) and fiber are available along the Richardson Highway. There is no access to water or sewage.

Housing Site #3 – Access to EAFB Base Utilities and Infrastructure are available, but capacity concerns may be relevant depending on demand.

E-Hill Site #4 – Access to EAFB Base Power is available, but capacity concerns may be relevant depending on demand. Communication lines are also available. There is no access to water or sewage.

## 8.0 Development Considerations

### 8.1 Security

UFC 4-010-01 DoD Minimum Antiterrorism Standards for Buildings defines the AT standards that apply to all facilities. The EAFB Security Forces antiterrorism officer should be consulted to determine the applicable standards for specific buildings, but for planning purposes, the following has been used in this document: a 50 ft unobstructed standoff from all perimeters fencing and a 33 ft unobstructed standoff around all occupied buildings. All areas allow for 50 ft standoff from all perimeters fencing and are not within 33 ft of occupied buildings.

### 8.2 Environmental Considerations

NO EBSs have been completed, the contractor will be responsible for the cost and contracting out of the EBS for any site selected. Surveys will more than likely be required for all cultural areas. I would anticipate notifications or additional consultation being required for all surveys. Tribal notification/ consultation will also be required.

### 8.3 Zoning

North Pole Site #1 is located in ZONE: Rural and Agricultural-5 / Groundwater Damage Protection

South Eielson Site #2 is located in the West District where Industrial Functions are not permitted and Light Industrial Functions are permitted with restrictions.

Housing Site #3 is located in the Housing District where Industrial Functions and Light Industrial Functions are not permitted.

E-Hill Site #4 is located in the E-Hill District where Industrial Functions and Light Industrial Functions are not permitted.

### 8.4 Air Installation Compatible Use Zones

North Pole Site #1 All of the aircraft noise contours fall within our installation boundaries and therefore is exempt from AICUZ.

South Eielson Site #2 does not fall within the current aircraft noise contours but is not exempt from AICUZ requirements.

Housing Site #3 falls within the aircraft noise contours and is not exempt from AICUZ requirements.

E-Hill Site #4 does not fall within the aircraft noise contours and is not exempt from AICUZ requirements.

**8.5 Airfield Clearances**

North Pole Site #1 – No airfield clearances are required for Site #1 except the regular height requirements.

South Eielson Site #2 – No airfield clearances are required for Site #2 except the regular height requirements.

Housing Site #3 – No airfield clearances are required for Site #3 except the regular height requirements.

E-Hill Site #4 – No airfield clearances are required for Site #4 except the regular height requirements.

**8.6 Explosives Safety Zone**

North Pole Site #1 – None Known for North Pole Site.

South Eielson Site #2 – None Known for South Eielson Site.

Housing Site #3 – None Known for Housing Site.

E-Hill Site #4 – E-Hill Site is currently a Munitions Storage Area and requires Explosive Safety Zones.

**8.7 Environmental Restoration Program**

North Pole Site #1 was previously managed by Fort Wainwright. The United States Army (USA) will need to verify if any remaining contamination is present. The Dyke Range is a site under a Fort Wainwright restoration project located in this area. The location is also surrounded by several groundwater plumes. A petroleum plume is immediately to the Northwest of the property managed by Flint Hills, a private company. Eielson's polyfluoroalkyl substances (PFAS) Plume is present to the Northeast. Several closed and opened sites surround the outside of the property and may need to be evaluated for potential impacts should construction occur.

South Eielson Site #2 is outside the industrial area of EAFB. There are no known contaminated sites in this area. This site is also southwest of Eielson's PFAS groundwater plume. However, it is not guaranteed that the area is free of contamination. A geotechnical sampling effort is recommended to confirm if the site is free of contamination.

Housing Site #3 is north northeast of the industrial area of EAFB. The area contains multiple active contaminated sites. Known contamination in this area ranges from Petroleum, Oil, and Lubricant (POL) releases to PFAS and PCBs. One of the active contaminated sites includes PFAS in the soil. This entire area overlays Eielson's PFAS groundwater plume. There are multiple groundwater monitoring wells that cannot be removed or disturbed. EAFB is legally bound by the IC/LUC Settlement Agreement to inspect all active contaminated sites at least once per year. Contractors require access to collect groundwater samples under the IWMP two times per year. Any potential future development of the area is bound to allow this access. Potential development of the area will require a Sample and Analysis Plan (SAP) that is approved by the EPA and/or ADEC. Then an UFP-QAPP will require approval from the EPA and/or ADEC prior to beginning any construction related activity.

E-Hill Site #4 north northeast of the industrial area of EAFB. It was designed to be a munitions storage and vehicle maintenance area. The area contains multiple active contaminated sites, several closed contaminated sites with one managed under MMRP. Eielson's PFAS groundwater plume does not extend to this area. There are multiple groundwater monitoring wells that cannot be removed or disturbed. EAFB is legally bound by the IC/LUC Settlement Agreement to inspect all active contaminated sites at least once per year. Contractors require access to collect groundwater samples under the IWMP two times per year. Any potential future development of the area is bound to allow this access. Potential development of the area will require a Sample and Analysis Plan (SAP) that is approved by the EPA and/or ADEC. Then an UFP-QAPP will require approval from the EPA and/or ADEC prior to beginning any construction related activity.

# United States Department of the Air Force

# Air Force Civil Engineer Center
# Installations Directorate (AFCEC/CI)

# Enhanced Use Leasing Project
# Eielson Air Force Base

# Request for Lease Proposal (RFLP)
# Appendix B

# Mandatory Clauses

# RFLP No. AFCEC-26-R-0009

# APPENDIX B

# MANDATORY CLAUSES REQUIRED BY FEDERAL LAW

The clauses in this Appendix will be incorporated into and included in the lease as noted below but the failure to expressly incorporate or include in these clauses into the lease shall not be deemed to relieve the Lessee from compliance with these clauses.

**********

## THE FOLLOWING CLAUSES APPLY TO ALL LEASES:

## ANTI-KICKBACK PROCEDURES

Lessee shall have in place and follow reasonable procedures designed to prevent and detect, in its own business operations, any of the following activities in connection with this Lease or any agreement relating to this Lease: (i) persons providing or attempting to provide or offering to provide any kickback; or (ii) persons soliciting, accepting, or attempting to accept any kickback. Lessee further warrants that, when it has reasonable grounds to believe that any of the activities described in this Section may have occurred, it shall promptly report in writing such activities to the Government and either the Air Force Inspector General's office or the Department of Justice. Lessee shall cooperate fully with any federal agency investigating such activities.

(End of clause)

## GRATUITIES

The Government may, by a Default Termination Notice, terminate this Lease if it is found, after notice and hearing by the Secretary of the Air Force, or his/her duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Lessee, or any agent or representative of the Lessee, to any officer or employee of the Government with a view toward procuring an agreement or procuring favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement; provided that the existence of the facts upon which the Secretary of the Air Force or his/her duly authorized representative makes such finding shall be an issue and may be reviewed in any competent court. In the event this Lease is so terminated, the Government shall be entitled to pursue the same remedies against Lessee as it could pursue in the event of an Event of Default, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages (in an amount as determined by the Secretary of the Air Force or his/her duly authorized representative) which shall be not less than three (3), nor more than ten (10), times the costs incurred by the Lessee in providing any such gratuities to any such officer or employee.

(End of clause)

## COVENANT AGAINST CONTINGENT FEES

Lessee warrants that no person or agency has been retained to solicit or secure this Lease for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of securing business.

(End of clause)

## OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress of the United States of America or Resident Commissioner of the United States of America shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

(End of clause)

## NO JOINT VENTURE

Nothing contained in this Lease creates a partnership or joint venture between the Parties, it being agreed that the only relationship between the Government and Lessee under this Lease is that of landlord and tenant. Nothing in this Lease shall render either Party liable to any third party for the debts or obligations of the other Party.

(End of clause)

## DISPUTES

a. Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

b. Alternative Dispute Resolution.

b.1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution (ADR) procedures involving nonbinding mediation of the dispute by a neutral third party. The ADR procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

b.2. By entering into this Lease, the Parties have voluntarily adopted ADR procedures in accordance with 5 U.S.C. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 U.S.C. § 572(b). A Party rejecting ADR as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written ADR Agreement governing ADR proceedings that may be amended as needed to fit individual proceedings. (A template for an acceptable ADR agreement may be found at www.adr.af.mil).

b.3. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Lease is contingent upon the availability of funds proper for such payment.

b.4. This Lease is subject to Contract Disputes Act of 1978, as amended, 41 U.S.C. §§7101-7109. If the Parties are unable to resolve the dispute following unassisted negotiations and/or the ADR proceeding, the contracting officer shall issue a final decision under the Contract Disputes Act. Before the contracting officer can issue a final decision on a Lessee claim, the claim must be submitted in writing to the contracting officer at the address provided in Section [21] and must comply with all requirements of 41 U.S.C. § 7103. The contracting officer's final decision may be appealed as provided in 41 U.S.C. § 7104.

(End of clause)

## FACILITIES NONDISCRIMINATION

a. As used in this Section, the term "Facility" means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature on the Leased Premises.

b. Lessee agrees that it will not discriminate against any person because of race, color, religion, sex, gender, sexual orientation, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Project. This does not require Lessee to furnish to the general public the use of any Facility customarily furnished by the Lessee solely to sublessees or to Government military and civilian personnel, and the guests and invitees of any of them.

(End of clause)

## EQUAL OPPORTUNITY

a. The following provisions are applicable unless this Lease is exempt under the rules, regulations and relevant orders of the Department of Labor (41 C.F.R. Ch 60).

b. Lessee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, sexual orientation, or national origin. Lessee shall, in all solicitations or advertisements for employees placed by or on behalf of Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, sexual orientation, or national origin.

c. Lessee shall take proactive steps to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, gender, sexual orientation, or national origin. Such action shall include employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

d. Lessee shall post, in conspicuous places available to employees and applicants for employment, the notices to be provided by the Government for this Lease that explain this clause.

e. Lessee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Government advising the labor union or workers' representative of the Lessee's commitments under this equal opportunity clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

f. Lessee shall comply with all provisions of Executive Order No. 11246, as amended, and of the rules, regulations, and relevant orders of the Department of Labor. Lessee shall furnish all information required by Executive Order No. 11246 and by the rules, regulations, and orders of the Department of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the leasing agency and the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

g. In the event of Lessee's noncompliance with the equal opportunity clause of this Lease or with any of the rules, regulations, or orders described in this Section, the Government may take appropriate action to enforce compliance, and subject to other provisions of this Lease, may terminate this Lease for default as provided in the Lease, and Lessee may be declared ineligible for further Government leases and other contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, or by rule, regulation, or order of the Department of Labor, or as otherwise provided by law.

h. Notwithstanding any other provision in this Lease, disputes relative to this equal opportunity clause will be governed by the procedures in 41 C.F.R. § 60 1.1.

(End of clause)

## DRUG-FREE WORKPLACE

(a) *Definitions*. As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Lessee in connection with a specific lease where employees of the Lessee are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Lessee directly engaged in the performance of work under a Government lease. "Directly engaged" is defined to include all direct cost employees and any other Lessee employee who has other than a minimal impact or involvement in lease performance.

"Individual" means an offeror/Lessee that has no more than one employee including the offeror/Lessee.

(b) The Lessee, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for leases of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Lessee's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace.
(ii) The Lessee's policy of maintaining a drug-free workplace.
(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause.

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this lease, the employee will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Government in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee.

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace.

(i) Taking appropriate personnel action against such employee, up to and including termination; or
(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Lessee, if an individual, agrees by award of the lease or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while under this lease.

(d) In addition to other remedies available to the Government, the Lessee's failure to comply with the requirements of paragraph (b) or (c) of this clause may render the Lessee subject to suspension of payments, termination of the lease or default, and suspension or debarment, as applicable.

(End of clause)

## DAVIS-BACON ACT

The Government's involvement in the oversight of the Davis-Bacon Act requirements is limited to monitoring the Project Owner's responsibilities only during the construction period(s). This oversight involves validating the Project Owner ensures that any class of laborers or mechanics employed, or working on the site, are in compliance with the Davis-Bacon wage classifications and standards.

## WITHHOLDING OF FUNDS

The Government Representative shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause it to be withheld from the Lessee under this lease or any other Federal contract with the same Lessee, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held

by the same Lessee, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Lessee or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Government Representative may, after written notice to the Lessee, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**PAYROLLS AND BASIC RECORDS**

(a) Payrolls and basic records relating thereto shall be maintained by the Lessee during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis- Bacon Act, the Lessee shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Lessee agrees that it and subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Lessee shall submit weekly for each week in which any lease work is performed a copy of all payrolls to the Government Representative. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Lessee is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Lessee or sub-Lessee or his or her agent who pays or supervises the payment of the persons employed under the lease and shall certify—

(i) That the payroll or the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete.

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the lease during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Lessee or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(5) The Lessee or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Government Representative or the Department of Labor. The Lessee or subcontractor shall permit the Government Representative or the Department of Labor to interview employees during working hours on the job. If the Lessee or subcontractor fails to submit required records or to make them available, the Government Representative may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**APPRENTICES AND TRAINEES**

(a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Lessee as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate

on the wage determination for the work actually performed. Where a Lessee is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate specified in the Lessee's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Lessee will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program; the Lessee will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

## COMPLIANCE WITH COPELAND ACT REQUIREMENTS

The Lessee shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this agreement.

## SUBCONTRACTS (LABOR STANDARDS)

(a) The Lessee or subcontractor shall insert in any subcontracts the clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Lease Termination--Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility,* and such other clauses as the Government Representative may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Lessee shall be responsible for compliance by any sub-Lessee or lower tier subcontractor with all lease clauses cited in this paragraph.

(b) (1) Within 14 days after award of the lease, the Lessee shall deliver to the Government Representative a completed Statement and Acknowledgment Form (SF1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.
(2) Within 14 days after the award of any subsequently awarded subcontract the Lessee shall deliver to the Government Representative an updated completed SF 1413 for each additional subcontract.

**LEASE TERMINATION—DEBARMENT**

A breach of the lease clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon Related Act Regulations, or Certification of Eligibility* may be grounds for termination of the lease, and for debarment as a Lessee and subcontractor as provided in 29 CFR 5.12.

**COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this lease.

**DISPUTES CONCERNING LABOR STANDARDS**

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this agreement. Disputes within
the meaning of this clause include disputes between the Lessee (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**CERTIFICATION OF ELIGIBILITY**

(a) By entering into this agreement, the Lessee certifies that neither it (nor he or she) nor any person or firm who has an interest in the Lessee's firm is a person or firm ineligible to be awarded Government contracts or Lease by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this lease shall be subcontracted to any person or firm ineligible for award of a Government contract or Lease by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

**BUY AMERICAN ACT - CONSTRUCTION MATERIALS**

(a) The Buy American Act (41 U.S.C. §§ 10a – 10d) provides that the Government give preference to domestic construction material, as defined below. Components, as used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

*Construction material*, as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the Government building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies.

Free Trade Agreement country means Canada, Chile, Mexico, or Singapore. Designated country means any of the following: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, and Denmark. Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Iceland, Ireland, Israel, Italy, Japan, Kiribati, Korea-Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda, Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

*Domestic construction material*, as used in this clause, means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components.

(b) Construction materials. Construction materials that are from a designated country, a Free Trade Agreement country, or domestic construction material are allowable. Construction material originating from countries other than these and are of the same class, kind, and quality, may be approved for use by the Management Review Committee, when requested, if the available construction materials are determined to be not timely available in sufficient quality or quantity, or to be unreasonable in cost.

(c) Notwithstanding any other language in this clause or elsewhere in this agreement, the Lessee shall not acquire or use any materials, supplies, or services originating from, located in, or transported from or through, any country or source prohibited from lawful importation into the United States by applicable statute, Executive Order, or regulation.

(d) The Lessee agrees that only allowable construction material will be used by the Lessee, subcontractors, material men, and suppliers in the performance of this lease, except for foreign construction materials, if any, listed in this lease.

(End of clause)

# United States Department of the Air Force

# Air Force Civil Engineer Center
# Installations Directorate (AFCEC/CI)

# Enhanced Use Leasing Project
# Eielson Air Force Base

# Request for Lease Proposal (RFLP)
# Appendix C

# Insurance Requirements

# RFLP No. AFCEC-26-R-0009

# APPENDIX C

# INSURANCE REQUIREMENTS

| Insurance Requirements Checklist | | | |
|---|---|---|---|
| **Insured: (Project Owner)** | | **Base Name:** | Eielsen AFB |
| **Policy Inception:** | | **Policy Expiration:** | |

**Following items apply to <u>All Coverages</u> and should be on all Certificates:**

| | |
|---|---|
| **Named Insured/Loss Payee Certificate Holder**<br>(Interest must be full name without abbreviation)<br>**Address**<br>(Street, City, State, Zip Code) | United States Air Force<br>c/o AFCEC Portfolio Manager<br>2261 Hughes Ave., Ste. 155<br>San Antonio, Texas 78236-9853 |
| **Insurance Company AM Best Rating** | Rating of A- / VIII or better. |
| **Notice of Cancellation/ Material Change** | 10 days, including nonpayment of premium. |
| **Verify certificate signed and dated** | Signature of Authorized Signatory for Lessee. |
| **Waiver of Subrogation** | Insurer shall have no right of subrogation against the Government. |

| | Certificates Required | Limits |
|---|---|---|
| **Property Insurance**<br><br>**Evidence of Property Insurance Form Acord Form 27** | This insurance should be obtained upon completion of construction. | |
| | All Risk, on a replacement cost basis, with no coinsurance. | Full replacement cost value of the buildings, building improvements, and personal property belonging to the Property. |
| | Property Insurance Deductible. | No greater than $25,000. |
| | Earthquake coverage and Deductible. | Limits and deductibles as commercially available. |
| | Flood coverage and Deductible. | Limits and deductibles as commercially available. |
| | Loss of Rents with extended period of indemnity of 180 days. | Actual Loss Sustained not less than gross rents for one (1) year. |
| | Boiler and Machinery coverage and Deductible. | Limits and deductibles as commercially available. |
| | Sewer Backup coverage and Deductible. | Limits and deductibles as commercially available. |
| | Terrorism Insurance. | Limits and deductibles if available at reasonable rates. |
| | **FOR SUBLESSEES ONLY:** All Risk, including business personal property, improvements and betterments, and business interruption subject to an extended period of indemnity. | Business Interruption: one (1) year of gross rents;<br>All Other Property: Limits based on full replacement cost value. |

| | Certificates Required | Limits |
|---|---|---|
| **Commercial General Liability**<br><br>**Certificate of Insurance**<br>**Acord Form 25** | This insurance should be obtained for operations during or after construction at the Leased Premises. | |
| | Bodily injury (including death), personal and advertising injury and property damage, to include coverage for fire, legal liability, and medical payments. Includes including independent contractors and contractual liability. Primary and non-contributory. Combination of primary liability and excess/umbrella liability policies can be used. | Between $1,000,000 and $100,000,000 per occurrence, products-completed operations aggregate, and general aggregate per location or per project. |
| | **FOR SUBLESSEES ONLY:** Primary and non-contributory to any insurance maintained by the Government or Approved Mortgagee. Government designated as Named Insured. | At least $2,000,000 per occurrence and $2,000,000 annual aggregate. |
| **Business Auto**<br><br>**Certificate of Insurance**<br>**Acord Form 25** | Evidence of crime insurance or a fidelity bond.<br>Any auto (Owned, Hired and Non Owned). | Combined Single Limit of at least $1,000,000 per accident. |
| **Crime**<br><br>**Certificate of Property Insurance Form**<br>**Acord Form 27** | Evidence of crime insurance or a fidelity bond. | Limits adequate to protect Lessee if this exposure exists. |
| **Environmental Liability or Pollution Legal Liability** | Includes coverage for mold. | Limits adequate to protect Lessee if this exposure exists. |
| **Underground Storage Tank Environmental Insurance**<br>**Certificate of Insurance**<br>**Acord Form 25** | If any USTs are located on the Property. | Limits adequate to protect Lessee if this exposure exists. |
| **Workers' Compensation**<br><br>**Certificate of Insurance**<br>**Acord Form 25** | Employees | Statutory limits |
| | **FOR SUBLESSEES ONLY:**<br>Employees | Statutory limits |
| **Employers' Liability**<br><br>**Certificate of Insurance**<br>**Acord Form 25** | Employers Liability, including third-party property coverage. | Limits of at least $1,000,000 each accident, per disease-each employee, and per disease-policy limit, respectively. |
| | **FOR SUBLESSEES ONLY:**<br>Employers Liability. | Limits of at least $1,000,000 each accident, per disease-each employee, and per disease-policy limit, respectively. |

| | Certificates Required | Limits |
|---|---|---|
| **Builder's Risk**<br><br>**Evidence of Property Insurance Form Acord Form 27** | This insurance should be obtained upon commencement of construction. | |
| | Building and/or improvements on the Leased Premises. | Full replacement cost value of the Building and/or Improvements of the Leased Premises. |
| | **FOR SUBLESSEES ONLY:**<br>This insurance should be obtained upon commencement of construction IF Lessee does not carry such coverage. | |
| | Building and/or improvements on the Leased Premises. | Full replacement cost value of the Building and/or Improvements of the Leased Premises. |

**Note: Acord Form References are typically standard forms used. Some insurance companies have their own version of these forms. Declarations pages from policies and insurance summaries are <u>not</u> considered acceptable evidence of coverage.**

**All insurance requirements are deal specific and need to be completed in accordance with the transaction.**

# United States Department of the Air Force

# Air Force Civil Engineer Center
# Installations Directorate (AFCEC/CI)

# Enhanced Use Leasing Project
# Eielson Air Force Base

# Request for Lease Proposal (RFLP)
# Appendix D

# Offeror's Cover Page

# RFLP No. AFCEC-26-R-0009

# APPENDIX D

## OFFEROR'S COVER PAGE

Request for Lease Proposal

Mixed-Use Enhanced Use Lease Project

OFFEROR:

| | |
|---|---|
| _____ | _____ |
| (Name of Company) | (Point of Contact) |
| _____ | _____ |
| (Street Address) | (Telephone Number) |
| _____ | _____ |
| (City, State and Zip Code) | (Fax Number) |

_____

(Electronic Mail Address)

1. Receipt of amendment(s) _____ is acknowledged.

2. Conflicts of Interest

   I hereby certify that to the best of my knowledge no potential conflict of interest exists between the above-identified Offeror and any Government Real Estate Support Service ("RESS") and Privatization Real Estate Support Service ("PRESS") contractors, their successors, and their respective team members, subcontractors, and subcontractors' successors identified in the Request for Lease Proposals. As a condition of submitting this offer, should my firm be selected as a Potential Lessee, my firm will not contract with or make any partnership, affiliation or any other association or arrangement whatsoever with the RESS or PRESS contractors, their successors, and their respective team members, subcontractors, and subcontractors' successors identified in the Request for Lease Proposals for work relating to this Project for a period of ten (10) years after the date of this selection.

Authorized representative and signatory for Offeror:

| | | |
|---|---|---|
| _____ | _____ | _____ |
| (Print) Name | Title | Date |

# United States Department of the Air Force

# Air Force Civil Engineer Center
# Installations Directorate (AFCEC/CI)

# Enhanced Use Leasing Project
# Eielson Air Force Base

# Request for Lease Proposal (RFLP)
# Appendix E

# Non-Disclosure Provisions

# RFLP No. AFCEC-26-R-0009

# APPENDIX E

# NON-DISCLOSURE PROVISIONS

## NON-DISCLOSURE OF PROPRIETARY INFORMATION

During the source selection process and the administration phases of the mixed-use Enhanced Use Lease Project, it may be necessary for the Government to be furnished proprietary information from Proposed Lessee(s). With respect to such information, it is agreed as follows:

1. "Proprietary Information" shall include, but not be limited to, performance, sales, financial, contractual and special marketing information, ideas, technical data and concepts originated by the disclosing Proposed Lessee, not previously published or otherwise disclosed to the general public, not previously available without restriction to others, nor normally furnished to others without compensation, and which the Proposed Lessee desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to the RFLP and appropriately identified as being proprietary when furnished.

2. In order for proprietary information disclosed by a Proposed Lessee to be protected in accordance with these Non-Disclosure provisions, it must be: (a) in writing; (b) clearly identified as proprietary information at the time of its disclosure by each page thereof being marked with an appropriate legend indicating that the information is deemed proprietary by the disclosing party; and (c) delivered with a letter of transmittal to a "Receiving Party" identified in Paragraph 4 below. Where the "Proprietary Information" has not been or cannot be reduced to written form at the time of disclosure and such disclosure is made orally and with prior assertion of proprietary rights therein, such orally disclosed proprietary information shall only be protected in accordance with these Non-Disclosure provisions provided that complete written summaries of all proprietary aspects of any such oral disclosures shall have been delivered to the individuals identified in Paragraph 4 below, within 20 calendar days of said oral disclosures. Neither party shall identify information as proprietary that is not in good faith believed to be confidential, privileged, a trade secret, or otherwise entitled to such markings or proprietary clause.

3. In order for a Proposed Lessee's proprietary information to be protected as described herein, it must be submitted in written form as discussed in Paragraph 2 above and in accordance with Section 4.2 of the RFLP.

4. Each Receiving Party covenants and agrees that it will, notwithstanding that these Non-Disclosure provisions or the foregoing source selection process or administration phases may have terminated or expired, keep in confidence, and prevent the disclosure to any person or persons outside its organization or to any unauthorized person or persons, any and all information which is received from the Proposed Lessees under these Non-Disclosure provisions and that has been protected in accordance with paragraphs 2 and 3 hereof, provided, however, that the Receiving Party shall not be liable for disclosure of any such information if the same:

a. Was in the public domain at the time it was disclosed, or

b. Becomes part of the public domain without breach of this Agreement, or

c. Is disclosed with the written approval of the other party, or

d. Is disclosed after three years from receipt of the information, or

e. Was independently developed by the Receiving Party, or

f. Is or was disclosed by the disclosing party to a third party without restriction, or

g. Is disclosed pursuant to the provisions of a court order.

As between the parties hereto, the provisions of this Paragraph 4 shall supersede the provisions of any inconsistent legend that may be affixed to said data by the disclosing party, and the inconsistent provisions of any such legend shall be without any force or effect. Any protected information provided by one party to the other shall be used only in furtherance of the purposes described in the foregoing source selection process or administration phases, and shall be, upon request at any time, returned to the disclosing party. If either party loses or makes unauthorized disclosure of the other party's protected information, it shall notify such other party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

5. The standard of care for protecting Proprietary Information will be that degree of care a prudent individual would use to prevent disclosure, publication, or dissemination of his/her own proprietary information.

6. The Receiving Party shall not be liable for the inadvertent or accidental disclosure of Proprietary Information if such disclosure occurs despite the exercise of the same degree of care as the Receiving Party normally takes to preserve its own such data or information.

7. In providing any information hereunder, the Proposed Lessee makes no representations, either express or implied, as to the information's adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such information, nor shall the Proposed Lessee incur any liability or obligation whatsoever by reason of such information, except as provided under Paragraph 4, hereof.

8. Notwithstanding the termination or expiration of the foregoing source selection process or administration phases of the project, the obligations of the Receiving Party with respect to proprietary information shall continue to be governed by these Non-Disclosure provisions.

9. These non-disclosure provisions contain the entire agreement relative to the protection of information to be exchanged hereunder and supersedes all prior or contemporaneous oral or written understandings regarding this issue. These Non-Disclosure provisions shall not be modified or amended, except in a written instrument executed by the parties.

10. Nothing contained in these Non-Disclosure provisions shall, by express grant, implication, estoppel or otherwise, create in either party any right, title, interest, or license in or to the inventions, patents, technical data, computer software, or software documentation of the other party.

11. Nothing contained in these Non-Disclosure provisions shall grant to either party the right to make commitments of any kind for or on behalf of any other party without the prior written consent of that other party.

12. The effective date of these Non-Disclosure provisions shall be the date of the submission of any applicable proposal.

13. These Non-Disclosure provisions shall be governed and construed in accordance with the laws of the state in which the Project is located if no federal law applies.

14. These Non-Disclosure provisions may not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This consent requirement shall not apply in the event either party shall change its corporate name or merge with another organization. These Non-Disclosure provisions shall benefit and be binding upon the successors and assigns of the parties hereto.

15. It is understood that neither the Receiving Party, the Receiving Party's employer, nor the Receiving Party's agents may participate as a Proposed Lessee, subcontractor, or consultant to a Proposed Lessee or Proposed Lessee's subcontractor with respect to Eielson AFB Enhanced Use Lease Project.

# United States Department of the Air Force

## Air Force Civil Engineer Center
## Installations Directorate (AFCEC/CI)

## Enhanced Use Leasing Project
## Eielson Air Force Base

## Request for Lease Proposal (RFLP)
## Appendix F

## Pre-Offer Inquiry (POI) Form

## RFLP No. AFCEC-26-R-0009

**APPENDIX F**
**Pre-Offer Inquiry**

Instructions: All questions must be submitted on this form in the space provided below. The Government will respond on this form and will post responses on the Contract Opportunities website at https://sam.gov/.

| Question # | Date | Offeror's Name | RFLP Reference | Offeror's Question | Government's Response | Change RFLP? | Amend # |
|---|---|---|---|---|---|---|---|
| **EXAMPLE** | **6/20/2019** | **XYZ Inc.** | **RFLP, Section 4.3.c.** | **May our response exceed 40 pages in length?** | **No, submitted responses are limited to 40 total pages (single side, 8.5 x 11 inch page and standard font). See RFLP, Section 4.3.c., for additional details regarding submittals that do not count towards the total page or PDF limit.** | **No** | **N/A** |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |

# United States Department of the Air Force

# Air Force Civil Engineer Center Installations Directorate (AFCEC/CI)

# Enhanced Use Leasing Project
# Eielson Air Force Base

# Request for Lease Proposal (RFLP)
# Appendix G

# Non-Binding Term Sheet

# RFLP No. AFCEC-26-R-0009

# APPENDIX G
# NON-BINDING TERM SHEET

**Eielson Leasing Project**
**Enhanced Use Lease**
**Non-Binding Term Sheet**

This Enhanced Use Lease (EUL) Non-Binding Term Sheet ("Term Sheet") is intended to guide discussions toward successful negotiations of a possible ground lease and certain other related transactional documents to be entered into by and between **THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE SECRETARY OF THE AIR FORCE** (the "Government") and [**Enter Name of Offeror**], (the "Potential Lessee") implementing, under the authority of Title 10, United States Code, Section 2667, that certain real estate development, financing, and management proposal dated [_____] 2026 submitted by the Potential Lessee (the "Proposal") to fulfill the requirements of the United States Department of the Air Force Request for Lease Proposal No. AFCEC-26-R-0009 (the "RFLP") for a mixed-use Enhancement EUL project (the "Project") at Eielson Air Force Base (EAFB). This Term Sheet is intended solely as a basis for further discussion and is not intended to be and does not constitute a legally binding obligation. No legally binding obligations will be created unless and until a Site Development Lease ("SDL") is executed and delivered by all the parties. Without limiting the generality of the foregoing, it is the parties' intent that, until that event, no agreement shall exist among them and there shall be no obligations whatsoever based on such things as parol evidence, extended negotiations, "handshakes," exchanges of emails, or oral understandings, or courses of conduct (including reliance and changes of position).

| | PROJECT OVERVIEW | DESCRIPTION | REMARKS |
|---|---|---|---|
| 1. | PROJECT NAME | • Eielson Mixed Use EUL | • None |
| 2. | PROJECT LOCATION | • [TBD] | • None |
| 3. | LESSOR | • The Government | • None |
| 4. | POTENTIAL LESSEE | • [Offeror] | • None |
| 5. | AUTHORITY | • 10 U.S.C. § 2667 | • None |
| 6. | LEASED PREMISES DESCRIPTION | [TBD] | • Potential Lessee will be responsible for obtaining an ALTA survey (certified to the |

| | PROJECT OVERVIEW | DESCRIPTION | REMARKS |
|---|---|---|---|
| | | | AF) identifying specific acreage and boundaries |
| 7. | SDL TERM | • [TBD] | • Government can agree to a term longer than 5 years if lease is in the public interest |
| 8. | CONSIDERATION: BASE RENT | • [TBD]<br>• To be paid annually in cash at the beginning of each term year | • Government required to obtain at least FMV |
| 9. | CONSIDERATION: PARTICIPATION RENT | • [TBD]<br>• To be paid in arrears after a designated accounting period | • Government preference is some percentage of Potential Lessee's revenue |
| 10. | TRANSACTION EXPENSES | • Potential Lessee shall make a cash payment to the Government at SDL execution in an amount equal to the Government's direct costs of the SDL transaction, which is estimated not to exceed Three Hundred Thousand Dollars ($300,000.00). | • This payment is separate from and in addition to the fair market rental value of the Leased Premises. It is not a part of the cash rental consideration for the SDL<br>• Authority: 10 USC 2695 and 10 USC 2667(e)(1)(C)(vi) |

| | PROJECT OVERVIEW | DESCRIPTION | REMARKS |
|---|---|---|---|
| | | | business certificates, legal opinions, etc. |
| 12. | DELIVERY CONDITION OF THE LEASED PREMISES | • AS IS/WHERE IS<br>• Government makes no express or implied warranties on condition or suitability | • Potential Lessee to evaluate condition during its due diligence |
| 13. | LEGISLATIVE JURISDICTION | • None | • None |
| 14. | ENCUMBRANCES ON THE LEASED PREMISES | • As per the RFLP | • SDL shall be subject to existing encumbrances<br>• Government reserves the right to grant additional encumbrances |
| 15. | PERMITTED USES OF LEASED PREMISES | • Solely for the purposes of upgrading, developing, constructing, owning, maintaining, and operating improvements for a Mixed Use Development<br>• Any other proposed use would require Government approval | • None |
| 16. | POINTS OF INGRESS/EGRESS | • Will be established by the installation or the surrounding communities<br>• Potential Lessee shall be responsible, at its sole cost and expense, for any relocation of the Installation perimeter fence | • None |

| | PROJECT OVERVIEW | DESCRIPTION | REMARKS |
|---|---|---|---|
| 17. | EMERGENCY SERVICES | • To be provided by local police and fire services | • Any Government furnished emergency services subject to separate agreement |
| 18. | UTILITIES | • Proposed Lessee must secure all of its own utilities to the Property and pay connection or impact fees | • Government does not intend to provide utilities<br>• Any Government furnished utilities subject to separate agreement |
| 19. | PROJECT DESIGN | • Potential Lessee will be required to submit design plans to the Government for approval | • Normally at certain stages of design completion (e.g., 30%, etc.) |
| 20. | PROFESSIONAL CERTIFICATION | • Potential Lessee shall ensure that all drawings, specifications, and engineering calculations are certified | • None |
| 21. | CONSTRUCTION AND PHASING PLAN | • Construction will be in accordance with the Potential Lessee's approved construction plan, including any phasing<br>• Each phase of construction will require a Notice to Proceed from the Government before commencing construction | • Construction plan to include haul routes, staging areas, debris disposition, quality control, other construction-related matters |
| 22. | PERMITS | • Potential Lessee shall, at its sole expense, obtain all required permits and approvals for construction and operation | • Includes environmental permits<br>• New construction could require storm water permitting |

| | PROJECT OVERVIEW | DESCRIPTION | REMARKS |
|---|---|---|---|
| 23. | HISTORIC PROPERTY | Unknown | |
| 24. | PERFORMANCE & PAYMENT BONDS | • Prior to the commencement of any phase of construction, the Potential Lessee shall deliver to the Government payment and performance bonds from its general contractor to cover that portion of the construction. | • Provide that Government is a co-obligee on the bonds |
| 25. | APPLICABLE BUILDING CODES | • All development activities shall be in accordance with governing building codes, standards, regulations, and laws that would apply to similar development activities outside the base | • Local/state government having jurisdiction controls governing codes and standards |
| 26. | NON-DEVELOPMENT LIMITATIONS | • After the first three (3) years of the Lease Term, the Government shall have the right to terminate the SDL as to any portion of the Leased Premises that remains substantially undeveloped. | • To avoid having the Leased Premises encumbered for an extended period of time with no development |
| 27. | ENVIRONMENTAL BASELINE SURVEY (EBS) aka (PHASE I ENVIRONMENTAL SITE ASSESSMENT) | • [TBD] | • None |
| 28. | NATIONAL ENVIRONMENTAL POLICY (NEPA) | • Potential Lessee responsible for conducting and coordinating NEPA requirements (32 CFR Part 989) | • EA may be required<br>• Government will provide oversight and approval |
| 29. | COMPLIANCE WITH ENVIRONMENTAL LAWS | • Potential Lessee shall comply with all environmental statutes and federal and state regulations | • Includes Natural and Cultural preservation, Lead Based Paint and Asbestos |

| | PROJECT OVERVIEW | DESCRIPTION | REMARKS |
|---|---|---|---|
| | | | removal, Pesticide management, etc. |
| 30. | COOPERATION WITH INSTALLATION RESTORATION PROGRAM (IRP) | • Government has the right to enter the Leased Premises to conduct IRP activities<br>• Potential Lessee will comply with any health or safety plan under the IRP | • None |
| 31. | HAZARDOUS SUBSTANCES MATERIAL AND WASTES/ENVIRONMENTAL COMPLIANCE | • Potential Lessee may not store or release any hazardous substances on the Property | • Lessee must respond and remediate any contamination caused by Potential Lessee |
| 32. | WASTEWATER MANAGEMENT | • Potential Lessee shall meet all wastewater discharge standards | • Federal, state and local requirements may apply |
| 33. | POTENTIAL LESSEE ORGANIZATION AND CONTROL | • Potential Lessee must have the organizational chart and entity documents that support ownership and control of Potential Lessee's entity | • Include all equity owners and shares |
| 34. | SUBLEASES/ASSIGNMENTS | • Potential Lessee will describe any subleases or assignments contemplated over the life of the Project | • Potential Lessee shall not sublease, assign or transfer any interest in the SDL without prior written consent of the Government |
| 35. | FINANCING | • Potential Lessee will demonstrate its ability to fund and complete development of the Leased Premises per the Proposal prior to execution of SDL<br>• Identify funding sources<br>• Government to qualify any lender | • Potential Lessee to provide letter of verification of funds from its financial institution specific to each building/phase as it commences as per Proposal |

| | PROJECT OVERVIEW | DESCRIPTION | REMARKS |
|---|---|---|---|
| 36. | OPERATING EXPENSES AND REAL ESTATE TAXES | • Potential Lessee is solely responsible for the payment of all operating expenses, property taxes and assessments | • Includes special assessments, charges imposed in lieu of ad valorem taxes, and all other taxes or charges levied against the Project or assessments levied against the leasehold interest or against activities or operations on the Leased Premises |
| 37. | INSURANCE REQUIREMENTS | • Potential Lessee shall obtain and maintain coverages as listed in the RFLP<br>• Certificates of proof of insurance required to be kept current | • Potential Lessee bears all risk of loss from its activities on the Leased Premises |
| 38. | RECORDS | • Potential Lessee shall maintain a complete and accurate set of records on the Project | • Government and other duly authorized agencies have right to examine |
| 39. | APPLICABLE LAWS AND REGULATIONS | • Potential Lessee shall comply | • Includes federal, state and local laws, and installation rules and regulations |
| 40. | SURRENDER OF POSSESSION & DISPOSITION OF IMPROVEMENTS | • Potential Lessee shall vacate upon SDL expiration or termination<br>• Potential Lessee shall, at its sole expense, demolish any structures it constructed as directed by Government | • For any buildings or structures constructed by Potential Lessee, Government has the option to retain all or some, and direct the others to be demolished at end of SDL |
| 41. | DEMOLITION RESERVE ACCOUNT ON IMPROVEMENTS UPON EXPIRATION OR TERMINATION | • No later than ten (10) years prior to the SDL Expiration Date, the Potential Lessee shall provide a | • Estimated Restoration Costs shall be adjusted upon notice by Government (10 years |

| | PROJECT OVERVIEW | DESCRIPTION | REMARKS |
|---|---|---|---|
| | | report to the Government which estimates the cost of removing improvements on the Leased Premises ("Estimated Restoration Costs")<br>• The Potential Lessee shall make annual cash deposits for the last 10 years of the SDL in an amount equal to 1/10th the Estimated Restoration Costs to a Demolition Reserve Account | before SDL expiration) of any improvements it elects not to have demolished and removed |
| 42. | BUILDING DEMOLITION AUTHORIZATION | • Potential Lessee shall coordinate with the Government and the installation shall provide written verification of approval prior to demolition of any existing structures or improvements within the Leased Premises | • None |
| 43. | RETAINED AUTHORITY | • Installation Commander retains various statutory and regulatory authority over the Leased Premises | |
| 44. | PRE-CLOSING TEMPORARY EASEMENT | • The parties shall execute as soon as possible a non-exclusive easement for the purpose of completing due diligence | • Due diligence may include noninvasive studies, investigations, surveys, sampling, and other SDL prerequisite activities<br>• Government may charge a fee for the easement |
| 45. | INTELLECTUAL PROPERY | • Potential Lessee shall not use the installation name or other locations owned by the | • |

| | PROJECT OVERVIEW | DESCRIPTION | REMARKS |
|---|---|---|---|
| | | Government in name, signage or marketing | |
| 46. | COVERED ENTITIES | • AAFES and AFSVS have rights of participation under 10 USC 2667(b)(6) | |

# United States Department of the Air Force

# Air Force Civil Engineer Center
# Installations Directorate (AFCEC/CI)

# Eielson Mixed-Use
# Enhanced Use Lease Project

# Request for Lease Proposal (RFLP)
# Appendix H

# Offeror's Authority and Housing Policy Acknowledgement

# RFLP No. AFCEC-26-R-0009

# APPENDIX H

**OFFEROR'S AUTHORITY AND HOUSING POLICY ACKNOWLEDGMENT**
**Eielson Air Force Base (AFB)**
**Enhanced Use Lease (EUL) Solicitation**

OFFEROR:

| | |
|---|---|
| _____ | _____ |
| (Name of Company) | (Point of Contact) |
| _____ | _____ |
| (Street Address) | (Telephone Number) |
| _____ | _____ |
| (City, State and Zip Code) | (Fax Number) |

_____

(Electronic Mail Address)

## I. Primary Governing Authority

The Offeror hereby acknowledges and agrees that this Request for Lease Proposal (RFLP) and any resulting Enhanced Use Lease (EUL) transaction for Eielson AFB are issued, negotiated, and executed solely under the authority of 10 U.S.C. §2667.

## II. Exclusion of Military Housing Authority

The Offeror explicitly acknowledges that this EUL transaction does not support, authorize, or provide any leasing options, development authorities, or statutory mechanisms presently established under 10 U.S.C Chapter 169, Subchapter IV.

## III. Waiver of Housing Amenities and Incentives

The Offeror certifies that no military housing-specific amenities, incentives, guarantees, or financial assistance (including but not limited to those authorized under the Military Housing Privatization Initiative) will be afforded, provided, or made available to the Offeror's company or partners if selected as a lessee under this solicitation.

## IV. Competition With Military Housing Privatization

The Offeror certifies that their proposal does not include any residential use conflicting or

otherwise competing with the Military Housing Privatization Initiative at the Installation. We certify that any housing development concept that we propose will explain how it does not compete with Military Housing Privatization Initiatives at or for the Installation.

## V. Sole Statutory Framework

***By signing below, the authorized representative of the Offeror affirms their complete understanding and agreement that 10 U.S.C §2667 constitutes the sole and exclusive statutory authority governing this transaction. No other statutory housing benefits or authorities shall apply.***

Company's Name: _____

Authorized Representative Name:_____

Title:_____

Signature: _____

Date: _____