



Request for Proposals

Rehabilitation and Adaptive Reuse of Hangar One and Management of Moffett Federal Airfield

NASA Ames Research Center
Mountain View, CA
May 28, 2013

SCHEDULE

RFP Issued	Tuesday, May 28, 2013
Pre-submission Tours and Discussions (by appointment – see RFP Section VII)	May 29 – July 19, 2013
Deadline for Questions on RFP	Monday, July 29, 2013 - 3 p.m. PDT
RFP Addendum/Final Answers Posted	August 30, 2013
RFP Proposal + Bid Deposit Deadline (For Proposal Requirements – see RFP Section VI)	Monday, September 30, 2013 - 3 p.m. PDT
Development Team Presentations	October 7-25, 2013
Preferred Selected Lessee Notification	Mid-November 2013
Lease Execution	Spring 2014

WEBSITES

RFP and Due Diligence Information: <http://historicproperties.arc.nasa.gov/hangar1>

Official posting (for amendments): www.fbo.gov

CONTACT

For questions or tour requests: hangar1@gsa.gov



Issued by:
U.S. General Services Administration

On behalf of:
National Aeronautics and Space Administration



TABLE OF CONTENTS

I.	INTRODUCTION	3
	A. Vision and Goals	
	B. Facilitating the Process	
II.	OPPORTUNITY	5
	A. Historic Preservation Requirement	
	B. NASA Roles and Responsibilities	
	C. Lessee Selection	
III.	OVERVIEW OF HANGAR ONE AND MOFFETT FEDERAL AIRFIELD	7
	A. History	
	B. Description of Proposed Lease Premises	
	C. Adjacent Property and Airfield Users	
	D. Environmental Considerations	
IV.	PROPOSED TRANSACTION	15
	A. Transaction Overview	
	B. Lease Agreement Negotiations	
V.	RFP SCHEDULE, SELECTION PROCESS AND EVALUATION CRITERIA.....	16
	A. RFP Schedule	
	B. Evaluation and Selection Process	
	C. Evaluation Criteria	
	D. Submission of Proposals and Bid Deposit	
VI.	PROPOSAL ORGANIZATION AND CONTENTS.....	18
	A. Proposal Organization	
	B. Proposal Content	
VII.	PROPERTY TOURS AND RFP QUESTIONS	29
	A. Pre-submission Tours	
	B. Pre-submission Discussions	
	C. Questions on RFP	
VIII.	STATEMENT OF LIMITATIONS.....	32
IX.	APPENDICES AND EXHIBITS.....	34

I. INTRODUCTION

The National Aeronautics and Space Administration (“NASA”) and the U.S. General Services Administration (“GSA”) have partnered to issue this Request for Proposals (“RFP”) to obtain lease proposals from qualified entities for the rehabilitation and adaptive reuse of historic Hangar One and for operation, management and maintenance of Moffett Federal Airfield (“MFA”), located at NASA Ames Research Center at Moffett Field, CA (Exhibit “A”). The Federal Government (“Government”) welcomes proposals from responsible firms, joint ventures and other entities (“Offerors”) in response to this RFP.

The proposed long-term lease of Hangar One and MFA offers a unique opportunity for the private sector to collaborate with the Government to reposition and manage federally-owned property for private and public sector reuse. Hangar One, a Silicon Valley icon complemented by Hangars Two and Three, offers a unique potential for redevelopment with its historic character, unique architecture and function for use and management of MFA.

This RFP is not a Government procurement, is not subject to the Federal Acquisition Regulations and the selected entity (referred to in this RFP as the Preferred Selected Lessee or “PSL”) will not receive any appropriated funds from the Government. Furthermore, this RFP is not to be construed or interpreted as a contract or a commitment of any kind, nor does it commit NASA to pay for any costs incurred by Offerors in the submission of proposals.

A. Vision and Goals

NASA and GSA envision an opportunity to enhance the value of this significant asset to the Government through a RFP process leading to a lease agreement (“LA”) with a non-Federal entity, while meeting NASA’s goals to:

- rehabilitate and maintain the historic integrity of Hangar One and the Shenandoah Plaza Historic District;
- eliminate NASA’s operating and maintenance costs for MFA;
- leverage the expertise of the real estate industry to reposition MFA as a viable asset to support Government and controlled public and private flight operations;
- conform with the 2002 NASA Ames Development Plan (“NADP”) and Final Programmatic Environmental Impact Statement (“PEIS”) – (See Appendix “A”, No. 1);
- provide net financial proceeds to the Government; and
- obtain best value for the Government, through an open, public competition.

The PSL, as a lessee to NASA, will be required to comply with all applicable laws, regulations and policies, including with respect to historic preservation, environmental compliance, security, health and safety, and airfield operations to support ongoing missions and other Government objectives.

B. Facilitating the Process

The Government is taking the following steps to facilitate the process:

- GSA, on behalf of NASA, has established a formal selection process in which this RFP identifies the specific criteria to evaluate each Offeror and its proposal to rehabilitate Hangar One and to operate, manage and maintain MFA.
- Based on the PSL's proposal, NASA will determine whether the proposed leasing action will be consistent with the NADP and PEIS to meet the requirements of the National Environmental Policy Act of 1976 (as amended) ("NEPA") - (See Appendix "A", No. 2).
- NASA commissioned a Condition Assessment and Rehabilitation Plan ("CARP") (see Appendix "A" No. 3) to analyze existing conditions and various options and costs for the re-siding, rehabilitation and re-use of Hangar One. The CARP will serve as a guideline, along with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* ("Secretary's Standards") - (See Appendix "A", No. 4) for the re-siding of Hangar One. The CARP provides specific details, analysis and options to reside the Hangar and is made available for reference. Offerors are strongly encouraged to review the CARP to prepare a proposal that will lead to successful rehabilitation of Hangar One.
- Appendix "A" of this RFP includes a listing of reference and due diligence documentation to assist Offerors in preparing and providing a proposal. However, as stated in RFP Section VIII, Statement of Limitations, Offerors shall be responsible to review and confirm to their satisfaction any statement or information given the Offerors by the Government including, without limitation, any information contained in or supplied in connection with this RFP.

II. OPPORTUNITY

Section 111 of the National Historic Preservation Act of 1966, as amended (“NHPA”), allows Federal agencies to enter into leases of historic property. Hangars One, Two and Three are contributing structures of the “U.S. Naval Air Station Sunnyvale, California Historic District,” commonly referred to as the Shenandoah Plaza Historic District, which is listed on the National Register of Historic Places (Listed 2/24/1994; National Register Information System No. 94000045). NASA has initiated consultation with the California State Historic Preservation Officer (“SHPO”) and the Advisory Council for Historic Preservation (“ACHP”) regarding the proposed undertaking to lease Hangar One and MFA.

Under this RFP, the Government is seeking proposals to lease real property under one of two options:

Hangar One Only: Approximately 16 acres that includes Hangar One, associated historic buildings 32 and 33 (see Exhibit “B”), and limited use of the runways and taxiways of the MFA as a non-exclusive user subject to restrictions and limitations; or

MFA: Approximately 1,000 acres that includes Hangars One, Two and Three, the runways and taxiways composing MFA, several other support buildings and buffer area currently operated as the 18-hole Moffett Golf Course (see Exhibit “C”). The PSL will operate, manage and maintain MFA to support ongoing Government needs, may act as a fixed-base operator (“FBO”) to allow additional private airfield-related uses and propose other uses consistent with NADP and PEIS along with the historic preservation requirements identified in this RFP.

As described in RFP Section VI, the Government prefers to lease all of MFA and will evaluate proposals that seek to lease and manage MFA more favorably than proposals to lease Hangar One only.

A. Historic Preservation Requirement

Under either lease option and in accordance with the NHPA, and the Programmatic Agreement between NASA, the SHPO and the ACHP, dated June 2002, NASA will consult with the SHPO and other interested parties to consider the effects of any rehabilitation and reuse plan for Hangar One and other historic properties. NASA, with the PSL, will likely enter into a Memorandum of Agreement (“MOA”) with the SHPO and the ACHP (pending consultation with the SHPO and ACHP), as necessary to carry out NASA’s statutory obligations under Section 106 of the NHPA.

The PSL’s proposal under either lease option MUST include the provision and commitment that Hangar One will be re-sited in accordance with the Secretary’s Standards.

B. NASA Roles and Responsibilities

- NASA will lease Hangar One and MFA in “AS IS, WHERE IS” condition. The final terms of the transaction will be contained in the LA to be executed by the parties.
- NASA will be an active steward of the historic property, ensuring that the PSL operates and manages the leased property in accordance with the terms of the LA.
- NASA as the landlord will provide the PSL with specific services on a cost reimbursable basis as identified in the LA.
- NASA will identify the applicable development and building codes, standard and policies, review building plans for compliance, issue permits and conduct inspections.
- NASA will allow pre-development activities to commence upon execution of the LA.

- During the design and construction phases for rehabilitating Hangar One, NASA will review and approve all presentation materials, general design and development plans, construction drawings and specifications for compliance with the concept plan as submitted in the RFP and revised, as necessary, for the MOA. NASA reserves the right to confirm material and design appropriateness with the SHPO.
- NASA, as the landowner, may provide supporting documentation as requested by the PSL to seek any applicable historic tax credits, and airport grant financing that may be available to a lessee of Federal property.
- To the extent authorized by law and regulation, NASA may allow the PSL to modify the name of MFA to allow for re-branding and marketing (MFA lease option only).

C. Lessee Selection

- This RFP solicits comprehensive and detailed proposals which will include the Offeror's key personnel, experience, past performance, business plan, financial capacity and capability, and financial offer. After selection of the proposal that best meets the stated criteria, NASA will consult with the SHPO and the ACHP, and then execute a LA, with the PSL.
- The PSL will be fully responsible for the restoration, rehabilitation, preservation and/or adaptive use of Hangar One, as well as the ongoing management of the leased premises, subject to existing agreements, cost reimbursement arrangements, restrictions and limitations imposed by the Government (see RFP Section III. B).

III. OVERVIEW OF HANGAR ONE AND MOFFETT FEDERAL AIRFIELD

A. History

Hangar One was conceived and constructed to support the U.S. Navy's "lighter-than-air" reconnaissance program following World War I. As part of the development of the former Naval Air Station Sunnyvale (renamed NAS Moffett Field in 1935), construction of Hangar One began in October 1931 – two months after the U.S. Navy purchased the initial 1,000 acres for NAS Sunnyvale – and was completed on July 1, 1933. The Hangar was built for the *U.S.S. Macon* and associated Sparrowhawk aircraft. The *U.S.S. Macon* was a 6,500,000 cubic-foot dirigible that was powered by eight engines providing 4,500 horsepower and could achieve a top speed of 85 miles per hour. The *U.S.S. Macon* arrived at NAS Sunnyvale in October 1933 and was housed in Hangar One. However, in 1935, the *U.S.S. Macon* crashed off the coast of California due to a storm during a training mission. This accident along with the crash of its sister ship, the *U.S.S. Akron*, effectively ended the "lighter-than-air" program.

Hangar One was used by both the Army Air Corps and the Navy in support of various mission objectives from 1935 until NAS Moffett Field was decommissioned under the 1991 Base Realignment and Closure ("BRAC") process. Under the BRAC process, Hangar One along with approximately 1,100 acres was transferred by the Navy to NASA in 1994 for integration with the adjacent Ames Research Center, which was established in 1939 as the Ames Aeronautical Laboratory. As part of the transfer, the Navy retained environmental cleanup responsibilities for the property. The military housing at Moffett Field was retained by the Department of Defense.

As further described in the RFP Section III.D., the Navy determined that removal of the siding of Hangar One was the most efficient method to comply with the Comprehensive Environmental Response, Compensation and Liability Act, as amended, ("CERCLA") to address contamination caused by deterioration of the siding materials.

The decontamination of Hangar One included the removal of interior structures and the metal siding, leaving exposed the steel frame structure and coating it with epoxy. The removal project was undertaken and is being monitored by the Navy, but it is not responsible for re-siding the Hangar. NASA has not been provided the necessary funds to install new siding to protect the exposed steel frame from the elements.

B. Description of Proposed Leased Premises

The following describes the facilities, under either option, of which the PSL will have full use and enjoyment under the terms of the LA, subject to restrictions described herein.

Hangar One Only:

1. Hangar One: Hangar One's footprint is approximately 8 acres with exterior dimensions of 1,140 feet long and 308 feet wide. Hangar One has:
 - Approximately 350,000 gross square feet;
 - Electrical utilities are available within the six electrical vaults of the Hangar;
 - Water is capped outside (within 10 feet) of the Hangar;
 - Natural gas is capped outside (within 10 feet) of the Hangar;
 - Historic buildings 32 and 33 are small 20 ft x 20 ft two-story floodlight/control towers that were used to assist dirigible crews to land safely.

Due to the removal of the siding, Hangar One is not currently being used and is not subject to any existing NASA lease or other agreement.

The proposed leased premises under the Hangar One Only option include approximately 8 acres of apron and taxiway area to be utilized for access to MFA by lessee aircraft or for other airfield-compatible uses.

MFA:

1. Hangar One: As described in the Hangar One Only option above.
2. Moffett Federal Airfield: MFA (FAA ID: NUQ – Exhibit “D”) is located at latitude 37° 25’N, longitude 122° 03’W, on the south shore of the San Francisco Bay, 27 nautical miles southeast of San Francisco International Airport and 6 nautical miles northwest of San Jose International Airport. The field elevation is 34 feet above mean sea level measured at the approach end of Runway 32R/14L. The footprint of the airfield, excluding the golf course, is approximately 800 acres. Maps depicting the MFA are available as identified in Appendix “A” No. 5.
 - Runways and Taxiways: There are two parallel runways, approximately 625 feet apart (centerline to centerline). Runway 32R/14L is the primary instrument runway. It is approximately 9,200 feet by 200 feet and faces into the prevailing winds. It is constructed of concrete, and has available a 1,000 foot overrun of asphalt and hard-packed earth. Runway 32L/14R is an auxiliary runway. It is approximately 8,124 feet long by 200 feet wide and also faces into the prevailing winds. The construction of this runway is concrete with an asphalt overlay. The proximity of the Highway 101 causes this runway to have a displaced landing threshold of 607 feet. Two taxiways, parallel to the runways and connected with the runway ends, are described as the West Parallel (nearest the control tower) and East Parallel (nearest Hangar Two). There are four connecting taxiways: 1) west entrance abeam the control tower, east entrance at South Ramp; 2) west entrance at NASA ramp and fire station, east entrance at the fuel pits; 3) west entrance 700 ft. remaining 32L, east entrance East Parallel taxiway at 1,800 ft. remaining 32R; and 4) west entrance approach end 14R, east entrance East Parallel taxiway at 1,100 ft. remaining 32R.

During the term of the LA, the PSL will be responsible for the maintenance, repair and replacement, as necessary, of all runway, taxiway and apron pavement systems; utilizing Federal Aviation Regulation (“FAR”) Part 139 - “Certification of Airports” as a standard. The PSL should strive to maintain to at least a Pavement Condition Index (“PCI”) of 65. NASA obtained a Pavement Evaluation Report in October 2012 and the current average PCI for the runways, the taxiways and the apron is 68, 77 and 69, respectively. This report is available as identified in Appendix “A”, No. 6.

- Airfield Flight/Tower Operations Building: The Airfield Flight/Tower Operations Building (N158) currently operates 16 hours per day, 7 days per week between the hours of 0700 and 2300. The California Air National Guard (“CANG”) provides air traffic control (“ATC”) services for the class D airspace (altitude 2,500 ft., radius 1.5 miles) between Palo Alto airport to the north and San Jose airport to the south. Interagency agreements are in place and will be maintained with the Federal Aviation Administration (“FAA”) as a part of the National Airspace System to coordinate air traffic with the surrounding airports. NASA owns all ATC equipment and navigation aids, but receives its ATC services from the ATC personnel employed by the CANG through an existing MOA. In addition to ATC services, the CANG is currently responsible for the maintenance of all ATC and landing system equipment at MFA. The Tower Cab, approximately 200 sq. ft., is equipped with state of the art ATC equipment. The NASA Ames Emergency Operations Center (“EOC”), approximately 1,600 sq. ft. is currently located in the Airfield Flight/Tower Operations Building. All emergency operations for NASA Ames Research Center are managed out of this facility.

NASA will assign the existing MOA to the PSL. The PSL may enter into new agreements with the CANG for ATC services and maintenance responsibilities. NASA will reserve the existing space for the EOC in the Airfield Flight/Tower Operations Building for continued operation of the EOC and authorized personnel shall be allowed access at any time.

- Navigational Aids: Located in the northern tip of MFA is the class L Tactical Air Navigation ("TACAN") tuned at 123XX. Also located there is distance measuring equipment that facilitates precision approach on runway 32R/14L. An instrument landing system is located at the north and south ends of MFA. MFA has a four light precision approach path indicator, located on the left. The field is equipped with a standard 2,400-foot high intensity approach lighting system with centerline sequenced flashers (category I). The Ultra High Frequency/Very High Frequency ("UHF/VHF") receiver building (329) and transmitter building (454) facilitate ATC communications. These buildings are located in the southwest portion of MFA.

The PSL will be required to maintain all navigational aids at its cost.

3. Flight Operations: As manager of MFA, the PSL will be required to coordinate all flight operations with NASA, CANG and FAA to ensure compliance with applicable regulations and airfield operational plans. The PSL may function as a FBO or obtain the services of a FBO through contract. Among other things, the PSL should base its proposal on the following limitations, conditions and assumptions:
 - The PSL will be authorized to manage flight operations consistent with the PEIS. NASA will reserve approximately 8,000 flight operations for the CANG, the U.S. Army Aero Flight Dynamics Directorate, the U.S. Air Force and for NASA missions. The analysis describing how environmental impacts limit the number of flight operations is summarized on Exhibit "E". The Government prefers proposals that will not exceed the impacts studied in the PEIS. The U.S. Army Aero Flight Dynamics Directorate and NASA will pay their pro-rata share of Airfield Rescue and Fire Fighting ("ARFF") costs (CANG provides ATC services in-kind in lieu of paying ARFF costs).
 - Aircraft operating at MFA will be limited to Stage III or quieter planes that burn Jet A or other comparable fuel. Piston-engine planes or other planes utilizing aviation gas ("AvGas") fuel will not be permitted to be based at MFA.
 - The PSL will provide dispatch and ground handling services for aircraft arriving and departing MFA.
 - ATC services will continue to be staffed by the CANG.
 - The PSL shall perform all preventative maintenance for the Hangar One Airfield Beacon and all other navigational aids.
 - Aircraft fuel availability and supply will be managed by the PSL (Jet A fuel only).
 - MFA shall be maintained in accordance with NASA's Aircraft Operations Management Manual (NPR 7900.3) and applicable NASA Ames airfield policy manuals. (See Appendix "A", No. 8).
 - The U.S. Army Aero Flight Dynamics Directorate maintains special use of west parallel to support aircraft research operations.
 - An interagency agreement is in place to allow the U.S. Air Force, through Lockheed Missiles and Space, to utilize MFA for mission purposes.
4. Hangars Two and Three: Hangar Two and Three are nearly identical structures in appearance and construction, but Hangar Three is larger with external dimensions of 1,114 ft. long by 378 ft. wide compared to Hangar Two's external dimensions 1,075 ft. long by 297 wide. Each Hangar is approximately 171 feet tall. The Hangars, also referred to as Buildings 46 and 47, are constructed with California redwood and Douglas fir timber and supported by large concrete piers at each corner. Each Hangar has large 121 ft. tall, multi-track sliding doors at each end.

The following table provides the approximate area for potential reuse (but subject to existing leases or other agreements):

	Hangar Two	Hangar Three
1st floor hangar deck (approx. 220'x1,090')	240,000 s.f.	240,000 s.f.
1st floor enclosed area	60,000 s.f.	120,000 s.f.
2nd floor enclosed area	34,800 s.f.	99,600 s.f.
Total	334,800 s.f.	459,600 s.f.

Source: Re-Use Guidelines, Hangars Two and Three, August 30, 2006 – See Appendix “A”, No. 9

Hangars Two and Three require significant repair due to deferred maintenance, and need upgrades (such as fire suppression systems) to be re-used for purposes other than non-hazardous storage.

5. Buffer Area/Golf Course: The approximately 160-acre buffer area (Exhibit “F”) is currently being utilized as the Golf Club at Moffett Field (www.moffettgolf.com) (“Golf Course”) and includes an 18-hole championship course, a driving range, putting and chipping greens, and a restaurant (Tee Minus One Bar & Grill) and golf shop.

The course is currently managed by the NASA Ames Exchange. Since the course is on Government property, all players must be U.S. Citizens. Federal employees and contractors, NASA partners, and active duty and retired military members may contact the golf club to reserve a tee time and make other arrangements for themselves and their guests. Other non-Federal affiliated guests must contact the golf club in advance and request to play the course. Members of the military, Federal employees and Government contractors are eligible for discounted rates.

Under the LA, the PSL will lease the golf course and will be allowed to continue the current activity by entering into an agreement with the NASA Ames Exchange. Since the golf course is constrained by existing munitions storage facilities, burrowing owl habitat and a monitored landfill (Site 22), the PSL will be required to obtain approval from NASA before making any physical changes to the existing layout of the golf course. Alternatively, the PSL may propose to enhance golf course operations or may propose alternative uses consistent with the PEIS.

6. Potential Development Area:

As contemplated under the NADP, there is a development area within MFA that could be suitable for new construction by the PSL (see Exhibit “G”). Approximately 90,000 square feet of improvements could be constructed, subject to obtaining the necessary approvals from NASA.

7. Miscellaneous Buildings and Facilities:

Within MFA there are numerous buildings and facilities that can be used to support airfield operations for use by the PSL. However, as noted in the listing and discussed in the following section, some of the buildings and facilities are subject to existing agreements with the CANG and other NASA partners.

8. Utilities:

The proposed leased premises are served by electricity, natural gas, water, reclaimed water, sanitary sewer and other services through infrastructure owned and maintained by NASA.

Under the Hangar One Only option, NASA will serve as the utility provider and the PSL will be fully responsible for providing reimbursement for such utility services according to the cost recovery structure that will be described in the LA. The PSL will be responsible for installing utility meters as necessary.

Under the MFA option, the PSL will be required to obtain electricity and natural gas service to serve the leased premises from a local provider (e.g. Pacific Gas and Electric) within two years from the execution of the LA. NASA will coordinate with the PSL as necessary to provide any necessary easements to obtain service from local providers. NASA will provide potable water service and storm water service. NASA also will provide access to reclaimed water and sanitary sewer services; provided, however the PSL may be required to obtain its own permits, will serve letters or similar arrangements from the City of Sunnyvale. The PSL will be responsible for installing utility meters as necessary, and for reimbursing NASA for such utility services provided by NASA according to the cost recovery structure that will be described in the LA.

Under either option, the PSL will be responsible for its own telecommunications service.

C. Adjacent Property and Airfield Users

1. NASA Ames Research Center and NASA Research Park: NASA will continue to operate the 500+ acre facility that is immediately adjacent to the west of MFA. From time to time, NASA may need “through the fence” access to MFA for the following, but not only, activities:

- The SIERRA Unmanned Aircraft System is operated by NASA to conduct earth science missions.
- NASA’s partners operate aircraft to conduct their missions and/or support NASA missions.
- Visiting aircraft conducting flight research utilize MFA.
- Air Force One and other Government aircraft occasionally use MFA.

The LA will describe the scope and extent of NASA reservations to utilize MFA. The LA will also describe the responsibilities of NASA as the landlord to provide the PSL with cost reimbursable services.

2. California Air National Guard (CANG): The CANG, under a permit between NASA and the U.S. Air Force and a Memorandum of Understanding (“MOU”) with NASA, controls approximately 111 acres (“Cantonment Area”) adjacent to the east of MFA (Exhibit “H”). The 129th Rescue Wing conducts its mission through use of this permitted Cantonment Area and of MFA for flight operations.

The 50-year permit (one year with 49 automatic annual renewals), effective January 26, 2010, serves as the real property agreement between NASA and the Air Force and will remain in force according to the permit terms. The Cantonment Area will continue to be operated as a military installation and shall be for the exclusive use of the CANG. The CANG shall exercise its authority to control access, use deadly force, and arrest and detain unauthorized individuals within the Cantonment Area. The PSL shall manage MFA in a manner that will not impede the CANG’s national defense and military mission.

In addition to the Cantonment Area, CANG also has use of four Temporary Use Areas (“TUAs”) located within the proposed leased premises (Exhibit “I”). CANG plans to vacate the TUAs as soon as practicable by relocating such facilities to the Cantonment Area. While these facilities are for the sole and exclusive use of the CANG, they are not sealed or subject to the same CANG authority regarding access and security as the Cantonment Area.

3. Existing Agreements: NASA has entered into several Space Act Agreements (“SAA”) or leases to allow various entities use of and access to MFA. The following summarizes the existing agreements.

Partner/Participant	Space	Purpose	Expiration
Collings Foundation (SAA)	Limited amount of ramp space	Educate public regarding WW II aircraft (B-24 and B-17), including aircraft tours and flights (up to a 10 day event, once/year, typically in May)	5/31/2016
DHS, Domestic Nuclear Detection Office (Interagency Agreement)	0.85 ac	Detection equipment storage	7/21/2013
GEOG2 (SAA)	211 annex hangar and office space	NASA data gathering flights and sensor development	4/30/2014
Google, Inc.	9,600 sf in H2	Storage	3/31/2014
H211, LLC (Lease)	Hangar, shop, office and ware-house space	Storage, maintenance and operation of Stage III aircraft and related ancillary uses	7/31/2014
LB&B Associates (Lease)	2.1 ac	Aircraft refueling	11/30/2023
Lockheed Martin Space Systems (SAA)	Limited ramp space	Satellite shipments	9/30/2016
Space Systems/Loral (SAA)	Limited ramp space	Satellite shipments	1/31/2017
Space Systems/Loral (Lease)	19,200 sf in H3	Storage of satellite shipping containers and equipment	1/31/2014
County of Santa Clara Sheriff’s Office (SAA)	Limited ramp space	Law enforcement/emergency response	5/1/2015
City of San Jose Police Department (SAA)	Limited ramp space	Law enforcement/emergency response	9/30/2013
SRI International (SAA)	Limited ramp space	Test flights	1/13/2014

NASA and the PSL will work together and agree whether each of the foregoing agreements will be assigned to the PSL, or terminated to the extent allowed under the terms and conditions of each such agreement.

4. Lease with the City of Sunnyvale: NASA leases approximately 34.5 acres of property, located at the south end of MFA across US-101, to the City of Sunnyvale for part of its municipal golf course (Exhibit “J”). This leased land is a part of the runway crash zone for MFA. The current agreement runs through the year 2016. NASA intends to assign this lease to the PSL.

D. Environmental Considerations

Offerors should consider the following in submitting a proposal:

1. NEPA: Upon transfer of the former Naval Air Station Moffett Field to NASA in 1994, NASA conducted several environmental reviews, which led to the NADP and associated PEIS, and the Record of Decision (“ROD”) in 2002. The proposed Federal action was described as “the build out” of NASA Ames Research Center. The PEIS and ROD conclude that the MFA would remain a restricted use airfield. Any use with impacts significantly greater than those analyzed in the PEIS would require additional NEPA analysis.

The PEIS includes several assessments and plans that impact the opportunity under this RFP such as those identified below:

- Airfield noise limit as set forth in the PEIS.
- Transportation Demand Management Plan (Appendix B of PEIS).
- Biological Assessment and Wetlands Delineation (Appendix E of PEIS)
- Burrowing Owl Habitat Management Plan (Appendix F of PEIS).

Exhibit “K” depicts the delineated wetlands and Exhibit “L” illustrates the approximate location of burrowing owl habitats. The Burrowing Owl Habitat Management Plan describes the measures that the PSL will need to take, in coordination with NASA, to avoid impacts to burrowing owls, and to mitigate any impacts that result from the PSL’s proposal.

NASA shall review the PSL’s proposal in accordance with NEPA, and its implementing regulations, to determine if the proposal is consistent with the impacts analyzed under the PEIS. NASA may accept a proposal that is not consistent with the PEIS only provided that additional NEPA analysis is performed by the PSL.

NASA will require the PSL to implement the mitigation measures contained in the PEIS, within the MFA leased premises (such as maintaining wildlife habitat, wetlands, and clear zones/open space offsets, to which NASA committed in the PEIS and ROD). In addition, any new NEPA analysis may require additional mitigation measures.

2. CERCLA:

The MFA property is affected by four sites identified on the National Priorities List (“NPL”). Three NPL sites (Raytheon, Fairchild, and Intel), commonly referred to as Middlefield-Ellis-Whisman (“MEW”) Superfund Study Area, are associated with former semiconductor companies previously located south of U.S. Highway 101. Solvents used by the semiconductor companies were released to the groundwater and have migrated north and commingled with Navy and NASA sources. The MEW companies are responsible for remediation of their contamination sources under a CERCLA §106 Order and Consent Decree with the U.S. Environmental Protection Agency (“USEPA”). USEPA has issued a ROD for the MEW Study Area (1989) and a ROD Amendment for the Vapor Intrusion Pathway (2011). These documents (Appendix “A”, No. 10) are available at <http://go.usa.gov/TdHW>.

The fourth NPL site is called the Naval Air Station Moffett Field (“NASMF”) and is associated with former Navy activities at MFA. The NASMF site includes groundwater and soil contamination primarily from solvents. MFA is also affected by petroleum releases to soil and ground water, mainly from leaking underground storage tanks. One Navy petroleum site is still active within the MFA property. The Navy is conducting the environmental investigation and remediation (cleanup) of sites contaminated during its operation of Moffett Field. In 1990, a Federal Facility Agreement (“FFA”) was signed by the Navy, USEPA and California’s Regional Water Quality Control Board, San Francisco Bay Region (“WB”). Designed to ensure the protection of human health and the environment, the agreement specifies the Navy’s responsibility for investigation and cleanup of contamination from past Navy activities. The FFA, and the 1993 amendment, (Appendix “A”, No. 11) is available at: <http://go.usa.gov/TdHC>.

Navy active cleanup sites (See Exhibit “M”) associated with the MFA property that may be leased include:

- Site 1, Runway Landfill (part of Operable Unit 1)
- Site 22, Golf Course Landfill No. 2

- Site 26, East-Side Aquifer Treatment System
- Site 28, West-Side Aquifers Treatment System
- Site 29, Hangar 1
- Petroleum Site 14

Information regarding these cleanup sites can be found at <http://www.bracpmo.navy.mil> (see Appendix “A”, No. 11).

PSL’s reuse activities must not interfere with the ongoing cleanup and monitoring of active cleanup sites. The PSL must allow the Government, regulatory agencies, potentially responsible parties and their agents and contractors access to all cleanup sites for remediation and monitoring purposes. Specific treatment areas or other environmental work areas may be fenced off and secured for remediation purposes.

3. Hangar One Removal Action of Contamination and Long Term Management Plan:

In 1997, polychlorinated biphenyls (“PCBs”) were discovered in sediments at a stormwater retention pond (Site 25). Tests were conducted, and the contaminant was traced back to Hangar One. It was also discovered that the paint and building materials used to construct and maintain Hangar One contained PCBs, asbestos and lead. In 2002, NASA conducted an air study to see if there were PCBs in air inside and outside the Hangar. PCBs were found to be present in air inside the hangar at levels that could be harmful. As a result, the Hangar was closed to the public.

In 2003, the Navy completed an interim removal action on the Hangar to temporarily reduce PCB releases. In 2008, based on input from the regulatory agencies, NASA, the SHPO, the Moffett Field Restoration Advisory Board (“RAB”), and other community interests, the Navy developed an Engineering Evaluation/Cost Analysis (“EE/CA”) and Action Memo for implementing a CERCLA removal action to mitigate PCB releases from Hangar One. The Navy’s selected response action was removal of the Hangar siding and coating of exposed surfaces. With regulatory agency concurrence, this removal action was performed from June 2010 to April 2013 and consisted of the complete removal of the siding, deconstruction of interior structures, removal of debris to appropriate off-site disposal or recycling facilities, cleaning by high-pressure washing and preparation of steel and/or concrete surfaces, and application of an epoxy coating system to the Hangar’s remaining structural steel frame and certain concrete structures to encapsulate residual PCBs. The Navy is completing CERCLA documentation for institutional controls related to maintenance of the coating, inspections, monitoring and reporting. The current step of this CERCLA process is the finalization of a Focused Feasibility Study (“FFS”) which is available at Appendix “A”, No. 12. In accordance with CERCLA, the Navy is developing a Proposed Plan for public comment. Subsequently, the Navy and regulatory agencies will develop a ROD for the final remedy for Site 29.

In conjunction with the FFS, the Navy is preparing a Long Term Management Plan (“LTMP”) (see Appendix “A”, No. 11) to provide information and guidance to ensure the final remedy remains effective. To meet the Government’s objectives under this RFP, the PSL will be required to design a re-siding rehabilitation plan for Hangar One that will minimize the disturbance to the epoxy coating and residual PCBs and must coordinate re-siding activities with the Government and regulatory agencies. The PSL may be required to comply with the final remedy.

IV. PROPOSED TRANSACTION

A. Transaction Overview

NASA intends to enter into a long-term LA with the PSL to provide for the re-siding of Hangar One, in accordance with Secretary's Standards and other historic rehabilitation requirements, and operate, manage and maintain the leased premises (under either option described herein) at no cost to the Government. The LA will:

- Identify roles and responsibilities of the parties;
- Specify performance criteria such as design quality, obtaining project financing commitments and construction related issues; and
- Address other issues including those summarized on the list of Minimum Terms and Conditions attached hereto as Appendix "B" ("Minimum LA Terms").

The LA shall provide that NASA's consent shall be required for any material changes to the PSL team or the proposal, including changes in the key personnel, to the concept of operations, development schedule, or the financial or economic terms of the PSL's proposal.

B. Lease Agreement Negotiations

Upon selection of the PSL, NASA will enter into exclusive negotiations to establish a mutually agreeable LA for the premises to be leased pursuant to the proposal. NASA will draft the LA based on this RFP and the PSL's proposal. The LA is anticipated to be a long-term lease to ensure that Hangar One will be rehabilitated in accordance with the Secretary's Standards and the CARP and, if applicable, that MFA will be operated without cost to the Government.

The Government will not subordinate fee title to any portion of the leased premises to any financing arrangement; however, as set forth in the Minimum LA Terms, the LA will contain commercially reasonable mortgagee protection provisions. NASA will retain ownership of the leased premises and will retain reversionary rights to the leased premises and all improvements, additions or alterations thereto at the expiration or earlier termination of the LA.

In addition to the Minimum LA Terms, the LA shall have the following provisions:

- The term of the LA shall established based on the PSL's proposal, commencing at execution of the LA; provided, however, NASA will segment such term based on the PSL's successful completion of certain milestones and performance benchmarks.
- The PSL shall have approximately two full Government fiscal years to complete all necessary action to re-side and rehabilitate Hangar One in accordance with the Secretary's Standards and the CARP, which period shall begin when all necessary permits and approvals have been issued to the PSL. The LA will contain other milestones and performance benchmarks, including separation of certain utility systems from NASA Ames Research Center systems, financing, design, permitting and construction milestones, and the PSL's assumption of all MFA maintenance obligations (if the MFA option is selected). If such milestones and performance benchmarks are not successfully completed, then the LA shall terminate.
- A security deposit of \$2,000,000 will be required to be paid to the Government upon signing of the LA. The deposit is non-refundable in case of the PSL's default or failure to perform, but shall be credited, without interest, towards rent or reimbursable costs upon substantial completion of the re-siding effort as determined by NASA.
- Rent: As more particularly described in RFP Section VI and in the Minimum LA Terms, the PSL's proposal shall set forth the amount of rent, escalators, reappraisal schedule, reimbursable costs and other economic terms. A description of NASA services available on a reimbursable basis is provided in Appendix "B."

V. SCHEDULE, SELECTION PROCESS, AND EVALUATION CRITERIA

A. RFP Schedule

The schedule for the selection process is summarized below. Notwithstanding the Government's intent to hold to the schedule, it may be altered at the Government's sole discretion.

RFP Issued	Tuesday, May 28, 2013
Pre-submission Tours and Discussions (by appointment)	May 29 – July 19, 2013
Deadline for Questions on RFP	Monday, July 29, 2013 3 p.m. PDT
RFP Addendum/Final Answers Posted	August 30, 2013
RFP Proposal + Bid Deposit Deadline	Monday, September 30, 2013 3 p.m. PDT
Development Team Presentations	October 7- 25, 2013
Preferred Selected Lessee Notification	Mid-November 2013
Lease Execution	Spring 2014

B. Evaluation and Selection Process

- Per this RFP, Offerors are invited to submit detailed proposals that will include their key personnel, experience, past performance, business plan, financial capacity and capability, and financial offer to meet the Government's Vision and Goals identified in RFP Section I.A.
- All proposals must be submitted according to instructions set forth in this RFP.
- During the evaluation process, the Government, at its sole discretion, may discuss matters pertaining to the proposals with some or all Offerors.
- The Government will apply the criteria listed herein to evaluate proposals, to identify highly qualified, responsible Offerors and to determine which proposal provides the best overall value to the Government (the Offeror who submits that proposal will be designated as the PSL).
- Each Offeror shall designate a representative that is authorized to bind the Offeror. The name, address and telephone number of this individual, who may be contacted during the RFP proposal evaluation period, must be included in the proposal.
- Upon written notification to the PSL, NASA and the PSL will enter into negotiations to execute a LA, within 120 days, in accordance with this RFP and the PSL's proposal. Negotiations may be extended for a reasonable period by mutual written agreement between the parties. The Government reserves the right to refuse a request for extension by the PSL. However, if the Government grants an extension, the Government may require the PSL to increase its Bid Deposit (described below) or comply with additional terms and conditions. If the parties fail

to execute the LA within that 120 day period (or agreed upon extension) for any reason, or if either party chooses to discontinue negotiations for any reason, the Government reserves the right to enter into negotiations with any other Offeror. If the parties fail to execute the LA within that 120 day period (or agreed upon extension) for any reason, the PSL hereby forfeits its Bid Deposit and waives any and all causes of action of any kind in law or in equity against the Government arising out of or relating to the negotiations.

C. Evaluation Criteria

The following criteria will be used to evaluate the proposals and to select one PSL. These criteria are listed below and are described in RFP Section VI:

- Development Team, Key Personnel, Experience and Past Performance
- Offeror's Concept
- Offeror's Financial Capability and Capacity
- Offeror's Rent, Economic Proposal and Supporting Documentation

D. Submission of Proposals and Bid Deposit

Each Offeror must submit one original, unbound copy and five bound copies of the proposal, and all submission materials must be submitted on electronic media that include all forms and attachments. GSA must receive submissions no later than **3:00 p.m. PDT on Monday, September 30, 2013**. The Government reserves the right, in its sole discretion, to reject or consider in the selection process any submissions that GSA receives after the deadline. The proposals must be addressed to:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
450 Golden Gate Avenue, Fourth Floor East
San Francisco, CA 94102
Re: RFP Hangar One and Moffett Federal Airfield

All proposals shall be accompanied by a Bid Deposit of \$500,000 in the form of a certified or cashier's check made payable to the U.S. General Services Administration. The Bid Deposit submitted by the Offeror selected as the PSL will be retained and credited toward the PSL's \$2,000,000 security deposit required at the execution of the LA. Deposits submitted by other Offerors will be returned without interest upon selection of the PSL.

VI. PROPOSAL ORGANIZATION AND CONTENT

A. Proposal Organization

The Offeror's proposal must be organized in the manner listed below. Contents of each section should contain information relevant to the section heading, and should address, at a minimum, the issues set forth below each section heading. A set of tabs to identify each part of the proposal should be provided to facilitate efficient reference. Additional relevant contents may be appended to the submittal.

Overview	Cover Letter, Executive Summary and Offeror Identification
Section 1	Development Team, Key Personnel, Experience and Past Performance
Section 2	Offeror's Concept
Section 3	Offeror's Financial Capacity and Capability
Section 4	Offeror's Rent, Economic Proposal and Supporting Documentation

Proposals that do not provide the requested information will be considered non-responsive and will not be evaluated for further consideration.

B. Proposal Content

Overview

The following information about the Offeror shall be provided, including for the legal entity that will execute the LA as the lessee:

- Cover Letter (maximum of two pages) executed by the person authorized to bind Offeror.
- Table of Contents
- Executive Summary (maximum of three pages)
- Offeror identification shall include:
 - Offeror name and address, including, if applicable, the address of the parent organization;
 - Name, address, telephone number, fax number and email address of the primary point of contact and the person authorized to bind the Offeror; and
 - Identification of any affiliation or other relationship between the Offeror and any development company, parent company, subsidiary or other affiliate.
- References shall include:

Names, addresses, telephone numbers and email addresses of at least four references for the lessee (or if the lessee is an entity to be formed for the project, the lessee's parent company) as required in Section 1, Part B, below.

Section 1: Development Team, Key Personnel, Experience and Past Performance

Part A: Development Team and Key Personnel Experience

The Government will evaluate the experience of the Development Team and Key Personnel. The Development Team includes the Offeror, Architectural and/or Architectural/Engineering Firm(s) ("A/E"), the general contractor, the Airfield Operator and the Golf Course Operator (for the MFA option), and certain consultants described below. Key Personnel are those individuals that are employed by these firms and who will have direct responsibility for hands-on activities required in relation to the LA and this project.

1. Development Team Entities. Offerors shall submit the following information with respect to the Development Team and its members.

- Identify each firm that is a member of the Development Team, including the A/E, the general contractor, the Airfield Operator and the Golf Course Operator (MFA option). Certain consultants must be identified, including the Lead Designer (defined below), the Historic Preservation Consultant (defined below), and any economic/financial analysts.
- Organization Chart of the Development Team.
- Identify the roles of the Development Team members and prior relationships with each other.

The following describes the role each member of the Development Team shall serve and specifies the standard the Government expects that the PSL will meet or exceed in structuring the development team.

a) Offeror:

The Offeror is the entity that will execute the LA and that is contractually responsible for the lessee's obligations under the LA. The Offeror must be legally established. If the Offeror is an entity established in connection with responding to this RFP, then the Government will evaluate those entities that own or manage the Offeror and that contribute managerial expertise for the Offeror.

Standard:

- The Offeror demonstrates in writing that it has the corporate background, structure and organization to successfully perform the obligations of the lessee under a LA of this magnitude.
- The Offeror demonstrates an understanding of the approach to re-side and rehabilitate Hangar One, including an understanding of the environmental condition of Hangar One, the Secretary's Standards, the CARP, and explains the uses the Offeror proposes for Hangar One after its restoration.
- The Offeror demonstrates that it has developed two Similar Projects (as defined in Section 1, Part A.2 below) and demonstrates why the Similar Projects submitted are directly related to the work proposed under the RFP.

b) Architect/Engineer (A/E):

The A/E must be contractually responsible for the design to re-side and rehabilitate Hangar One and for production of schematic, design development and construction drawings. The A/E may be a single entity that may be supported by subcontractors/consultants, or a joint venture.

Standard:

- The firm's corporate background, structure and organizational makeup along with accomplishments demonstrate adequate ability to successfully complete the restoration of Hangar One.
- The firm demonstrates that it has designed and managed the construction of two Similar Projects and demonstrates how the two Similar Projects are directly relevant to the work proposed under the RFP.

c) General Contractor

The General Contractor is the entity that will have overall responsibility to perform the construction work for the re-siding and rehabilitation of Hangar One and any other work set forth in the proposal.

Standard:

- The firm's corporate background, structure and organizational makeup along with accomplishments demonstrate adequate ability to successfully complete the restoration of Hangar One.
- The firm demonstrates that it has constructed two Similar Projects and demonstrates how the two Similar Projects are directly relevant to the work proposed under the RFP.

d) Airfield Operator (required for MFA option):

The Airfield Operator is the entity that will be responsible for the operation, management and maintenance of MFA.

Standard:

- The firm's corporate background, structure and organizational makeup along with accomplishments demonstrate adequate ability to operate, manage and maintain MFA in accordance with the PEIS and the other limitations and restrictions applicable to MFA.
- The firm demonstrates its experience in operating, managing and maintaining other airfields with similar numbers and types of aircraft.

e) Golf Course Operator (required for MFA option):

If the Offeror proposes to retain the golf course and not to contract with the NASA Ames Exchange to continue to operate, manage and maintain the Golf Course, the Golf Course Operator is the entity that will be responsible for the operation, management and maintenance of the Golf Course.

Standard:

- The firm's corporate background, structure and organizational makeup along with accomplishments demonstrate adequate ability to operate, manage and maintain the Golf Course in accordance with the PEIS and the other limitations and restrictions applicable to the Golf Course.
- The firm demonstrates its experience in operating, managing and maintaining other golf courses.

2. Key Personnel: Key Personnel are those individuals who will have direct responsibility for hands-on activities required in relation to the LA. The Government will evaluate the skills and qualifications of each individual's experience on past projects that demonstrate to the satisfaction of the Government that the Offeror is capable of successfully completing the project proposed in response to this RFP. These past projects are referred to herein as "Similar Projects". For each Similar Project submitted, Offeror must provide an explanation of why the Similar Project is directly relevant to the proposed project.

a) Principal in Charge for the Offeror (PIC):

The PIC is the person responsible for the negotiation, execution and administration of the LA.

Standard:

- The PIC must be an officer and/or owner of the Offeror with at least 10 years experience in complex commercial real estate development.
- The PIC must have the ability to make legal commitments on behalf of the Offeror and must be responsible for coordinating all aspects of the project team.
- PIC demonstrates s/he was personally responsible for the project delivery of no less than two Similar Projects.
- The PIC must be available and able to commit to the Project, if required by the Government, at least 40 percent of a typical forty-hour workweek during the initial term of the LA.

b) The Project Manager (PM):

The PM is the person responsible for the management of the Offeror's overall project delivery and coordination of all team members. The PM would be the Government's primary contact at least through the initial term of the LA (completion of milestones and other performance benchmarks).

Standard:

- The Project Manager should have at least 10 years experience in the development of complex commercial real estate.
- The PM demonstrates that s/he was personally responsible for the overall project delivery activities of two Similar Projects.
- The PM must be available and able to commit to the Project, if required by the Government, at least 70 percent of a typical forty-hour workweek between lease execution and construction completion.

Note: The PIC and the PM can be the same person provided that that identified person can commit at least 70 percent of a typical forty-hour workweek between lease execution and construction completion.

c) The Lead Designer ("LD"):

The LD is the individual who must have the primary responsibility to conceive the design concepts for the re-siding and rehabilitation of Hangar One, and translate the design concepts into schematic, design development and construction drawings. This person is responsible for architectural management during the design and construction phase of the

Hangar One project, the coordination of the engineering aspects into the design, and attendance at construction progress meetings.

Standard:

- The LD is the individual who must have the primary responsibility to conceive the design concepts for the proposed project and to translate them into schematic, design development and construction drawings.
- The LD must possess a minimum of five years experience designing projects of similar size, nature and complexity as required by this RFP.
- Experience must be demonstrated through submission of two Similar Projects, for which the individual was the LD responsible for conceiving the design concept and the buildings overall interior and exterior architecture.
- The LD must be licensed to practice Architecture. The Architect and Engineer of Record must be registered in the State of California.

d) Historic Preservation Architect/Consultant ("PA"):

The PA is the individual who must be involved in analysis and design of all alternatives leading up to decisions affecting restoration of Hangar One.

The PA must review all submissions in their entirety for impacts on restoration and rehabilitation zones. The LD must incorporate the PA's comments into all submissions. The PA must certify in writing that the final submission meets the Secretary's Standards. If the submission does not meet Secretary's Standards, the PA must provide an explanation.

Standard:

- Must meet the federal professional qualifications requirements as published in the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44738-9, September 29, 1983)
- The PA must possess a minimum of 10 years experience in design work in the restoration/conservation work.
- Experience must be demonstrated with the submission of two Similar Projects each of at least \$5 million that include restoration/conservation work on historic properties and a history of commendable design work in the restoration/conservation specialty. A narrative must be submitted that describes how preservation goals were met and addresses the relevancy of submitted projects to this proposed project.

e) Airfield Manager (required for MFA option):

The Airfield Manager is the individual who will be responsible for supervising and directing the Airfield Operator and for overseeing the operation, management and maintenance of MFA.

Standard:

- The Airfield Manager must possess a minimum of 10 years experience in the operation and management of airfields including FBO facilities.
- Experience must be demonstrated with the submission of two Similar Projects that include similar numbers and types of aircraft, including management of fueling operations, and maintenance of navigation aids.

f) Golf Course Manager (required for MFA option):

The Golf Course Manager is the individual will be responsible for supervising and directing the Golf Course Operator and for overseeing the operation, management, and maintenance of the Golf Course.

Standard:

- The Golf Course Manager must possess a minimum of five years experience in the operation and management of golf courses.
- Experience must be demonstrated with the submission of two prior positions managing similar golf courses.

Note: If the Offeror's proposal indicates that the golf course would be continued to be managed by the NASA Exchange or an alternative use is proposed, the identification of this Development Team member is not required.

The Government prefers the following:

- Development Teams where the members have a prior working relationship, especially on Similar Projects.
- Development Teams which can demonstrate that one or more of the Similar Projects are highly complex or unique in regard to program, phasing, context and/or have greater degree of relevancy to the proposal submitted.
- Development Teams where the members demonstrate experience on Similar Projects greater than the minimum required.

Part B: Development Team's and Key Personnel Past Performance

The Government will rely upon a minimum of two (2) references for each of the two (2) identified Similar Projects by the Offeror and Key Personnel to evaluate past performance. The burden of obtaining proper references is the responsibility of the Offeror and Key Personnel, as this speaks to an important element of business relations. To assist the Offeror and Key Personnel in this endeavor, instructions are provided.

1. Offeror and Key Personnel Instructions:

The Government requires that a Past Performance Reference Check form be completed for each reference. Specific forms for each Development Team entities/Key Personnel will be available for download at <http://historicproperties.arc.nasa.gov/hangar1>. The Offeror shall complete items I and II on the appropriate form and send it to the reference. This may be done via email.

2. Offeror and Key Personnel Instructions to their References:

- The Offeror should request the Reference to complete the rest of the form. Additional pages may be used to expand on questions as needed. Answers must be independent of input from the Offeror and/or Key Personnel, and answers must not be disclosed to the Offeror and/or Key Personnel.
- The Reference shall submit the completed and SIGNED form to GSA at the address to which proposals are submitted via mail, delivery services or email. If it is sent via email,

send it to hangar1@gsa.gov. Also, include a statement in the body of the email that you (the reference) completed the information on the form. This may substitute for an actual signature.

- Past Performance Reference Check forms shall be submitted no later than **3 p.m. PDT on Monday, September 30, 2013** to coincide with the deadline for RFP responses.
- Offeror's should advise the Reference that the Government may contact them to verify the statements made and expand on any item if needed and that s/he may be contacted via telephone by the Government in October 2013 and to be prepared to discuss the information provided.
- Offeror shall provide a signed release to the Reference (Exhibit "O").

Sufficient information must be received by the date specified above to allow the Government to evaluate past performance. It is the responsibility of the Offeror to ensure that their references submit the forms in a timely manner. The Government will use the references provided by the Offeror and Key Personnel to evaluate information about past performance on the Similar Projects and may obtain past performance information from sources other than those provided by the Offeror. Offerors should provide at least two references for each Similar Project listed.

If a large, multi-function firm submits a proposal, the reference should be only for work actually performed by a segment of the firm proposing to work on this LA.

If, after repeated attempts (three), the Government is unable to contact a reference provided by the Offeror and/or the Key Personnel, the specific Similar Project related to the reference may be excluded from evaluation.

Offerors are encouraged to provide information on problems encountered on the identified Similar Projects and the Offeror's corrective actions.

Section 2: Offeror's Concept

Each Offeror will describe its concept for the adaptive reuse of Hangar One and, under the MFA option, operating, managing and maintaining MFA. The written Concept Narrative of not more than 30 typed 8 ½ x 11" pages (no less than 11 point font size), outlining the Offeror's proposed concept of operation, will outline the Offeror's proposal and shall include the following elements:

- Business Plan

The Offeror's overall business goals and scope of development must be described in detail. It is highly desirable that the re-siding and rehabilitation of Hangar One proceed as quickly as possible. However, timing of the development must be integrated into an existing airport operation and infrastructure, and constraints imposed under the PEIS. The Business Plan should provide a concise overview of how the Government's Vision and Goals enumerated in RFP Section I. A will be met.

The Business Plan should describe the proposed overall targeted scale of operations by including, but not limited to, the number of aircraft, number of flight operations consistent with the PEIS, type of aircraft, number of employees (both your own and other vendors/tenants), target fuel sales, level of amenities, hangar space, and location and capacity of any proposed fuel farm.

Summarize key findings and assumptions as to short and long-term market conditions used by you that will lead to a successful proposal. All such findings and assumptions should be well-substantiated and documented in the Business Plan.

- Marketing Plan

Indicate target market(s) and how the Offeror will market: (i) the adaptive reuse of Hangar One; and (ii) with respect to the MFA option, the operation and management of MFA and the Golf Course. Results of current market research in preparation for this submittal should be set forth. Please attach any relevant letters of interest you may have received from potential tenants or other users of the leased premises. In addition, please cite examples of your most recent marketing successes. Detail the proposed marketing budget for the first three years of your operations. Discuss the potential rebranding concepts of the MFA.

- Development Phasing Plan

The development phasing plan must include a development timeline clearly indicating development stages with appropriate milestones, such as completion of design and construction; securing financing and occupancy; and commencing operations, and all supporting administrative activities. Any subsequent development plans must be linked to clearly established triggers or dates. The nature of development contingencies, if any, must be set forth. Any portions of the ultimate development plan that the Offeror deems to be optional must be clearly identified. A development phasing plan must be submitted with respect to the restoration of Hangar One, to meet the two-year construction period to re-side the Hangar, and with respect to each other improvement or construction activity proposed by the Offeror.

- MFA Management and Operating Plan

Provide a detailed plan for MFA that discusses the operations, maintenance and management services you intend to provide as well as any additional services which might be considered as adding value to MFA tenants and users. Please list and discuss additional costs (if any), which you anticipate would be passed on to your customers.

Take into account and address safety as well as the proposed movement of aircraft, the conduct of all related services, the movement and positioning of persons involved in all key activities, the movement of landside vehicles, fueling of aircraft and of apron-service vehicles. The presence, area and nature of intended on-site storage and service facilities for apron-service vehicles shall also be indicated.

Outline the type and frequency of inspection, maintenance, repair and replacement procedures which you will undertake to assure the continued proper physical condition and appearance. These shall include but not be limited to the roof, structural elements, aeronautical infrastructure, access points, interior and exterior painting, utilities, payments, oil/water separators and landscaping. Considering the construction proposed, indicate your assessment of the life of structures built as part of your development and maintained as per your maintenance plan.

- Security Plan

Provide a security plan, including but not limited to the physical facilities and perimeter. Describe your understanding of Transportation Security Administration, Customs and Border Patrol, and NASA requirements that would apply to your operations, and your expectations as to how those can be addressed both physically and operationally. Detail how security will be integrated into NASA's overall security for NASA Ames Research Center. Indicate the anticipated annual cost of security on the leased premises. Indicate clearly the location of gates, fences, checkpoints, and other airfield security barriers on your design plan. Describe how you would prevent foreign nationals from accessing NASA-occupied facilities.

- Environmental Requirements

Offerors must address key environmental conditions and requirements as part of their proposal, at a minimum the following:

- Understanding and acceptance of the Transportation Demand Management Plan.
- Understanding and acceptance of a Silver LEED certification requirement for any proposed general office and support space elements in your development and how you would implement sustainability features in other facilities, including hangars.
- Understanding and acceptance of the Burrowing Owl Habitat Management Plan.
- Understanding of the PEIS regarding requirements to mitigate adverse effects of existing hazardous materials at NASA Ames Research Center and how the same will be handled during construction activities.
- Understanding of the NHPA and issues associated with Shenandoah Plaza Historic District and its contributing facilities (including Hangars One, Two, and Three).
- Understanding and acceptance of the noise limits as set forth in the PEIS.
- Understanding and acceptance of the remaining hazardous materials encapsulated on the steel frame of Hangar One.

- Facility and Site Design

Describe facility design goals and objectives, including overall security, aesthetics, practicality, conformity with the PEIS and design standards, and effective integration of the site into the rest of NASA Ames Research Center.

Include an illustrative site plan (indicating auto parking, site lighting, utilities, proposed site access and egress, etc.), landscaping plan (may be incorporated in the site plan), and apron plan(s) (indicating aircraft maneuvering and parking positions). Additional requirements are:

- Landside Elements
- Building Footprints with General Interior Layouts
- Overall Building Section
- Building Elevations
- Building Perspective(s) rendered in color
- Parking and Circulation Plans and Analysis, including projected traffic count
- Utility requirements, e.g. electricity, water, gas, telecommunications
- Location of fuel farm and fueling operations
- Location of aircraft servicing facilities

Please provide a breakdown of total project square feet by business segment, and by function - office, parking, retail etc., within each segment. Discuss the integration of any non-aviation use such as office space with the rest of MFA airfield as appropriate.

NOTE: Fully detailed design and construction drawings are not required at this time.

The Government prefers:

- A Concept that meets the Government's Vision and Goals through an approach that successfully integrates the aforementioned elements to conform to the PEIS and identifies realistic strategies that mitigate associated risks.

- Proposals to lease MFA as opposed to the Hangar One Only option.

Section 3: Offeror's Financial Capacity and Capability

Information about the Offeror's Similar Projects must demonstrate that the Offeror's financial and time resources are not overcommitted, and that financial fundamentals are within acceptable industry ranges (e.g., loan to value, financial guarantees, etc.). The objective of this factor is to demonstrate the Offeror's financial capability to perform the obligations under the LA for which it seeks to qualify.

To demonstrate the Offeror's financial capacity and capability, provide the following information:

- Composition of Offeror's current real estate portfolio as of the RFP date (including type of project, amount of building square footage or units owned and/or managed);
- Offeror's recent history (last seven years prior to RFP issuance date) in obtaining financing commitments for real estate development projects, detailing type of project, financing source and amounts committed;
- Two bank references for the Offeror and the financial equity partner, if any;
- Financial statements for the past three years prior to the RFP issuance date from Offeror, each member of the Development Team, and each participating principal, partner or co-venturer, etc. that includes the value of the assets each participant would contribute to the Offeror and verifications that such assets are available. The financial statements may also include any additional information that will be useful in evaluating the Offeror's financial reliability and past ability to finance projects. (If audited financial statements are not available, please provide certified financial statements. All statements [audited or certified] must be in accordance with Generally Accepted Accounting Principles);
- For Offeror and the Development Team, a statement regarding any debarments, suspensions, bankruptcy or loan defaults on real estate development projects and/or government contracts;
- A statement describing the expected equity requirements and sources, the anticipated sources of working capital, and the anticipated sources for financing the restoration of Hangar One, including its source of construction financing; and
- For Offeror and each financial equity partner (if any), include all projects underway, indicating for each project, the status (% completed to date), size and scope, cost, Offeror equity, financial guarantees and role of Offeror or financial equity partner.
- The most current report from Dun & Bradstreet or other recognized credit-reporting service for Offeror, each member of the Development Team and each participating principal, partner or co-venturer, or any relevant business.

Section 4: Offeror's Rent, Economic Proposal and Supporting Documentation

The objective of this criterion is to evaluate the Offeror's proposal to ensure that: a) it minimizes the length of the LA term, b) is fully financed and does not require any Government expenditures and, c) provides a financial return to the Government which, in the Government's judgment, is a fair market value rent for the leased premises. The Government will review the supporting financial documentation to determine the reasonableness of the financial offer. Financial offers must include and document all input assumptions. The financial offer will be evaluated based on each Offeror's pro forma analyses and supporting documentation.

A. The pro forma analyses will include:

- Pro forma analyses providing 10 years of operation for cash flow using Offeror's own assumptions on the rehabilitation period for Hangar One and any additional construction, and discount and capitalization rates. The statement must be clearly linked to information presented for the development financing plan, rental and other fees, and proposed rent to the Government.
- Offeror's documented assumptions for development costs, revenues (e.g. office and hangar rents, fuel charges and landing fees, etc.), operating expenses (e.g. all likely triple net leasing costs, etc.), discount rate and capitalization rate assumptions. The Pro Forma must include sufficient line item detail, i. e. market-based documentation, for all sources of revenues, as well as operating expenses, debt service, capital reserves, etc.

B. The Financing Plan with Summary of Sources, Financing Mechanisms and Uses of Funds will describe the financing plan for the restoration and adaptive use of Hangar One and, with respect to the MFA option, for the operation, management and maintenance of MFA. The Financing Plan shall provide a summary of all sources, financing mechanisms, and uses of funds through the pre-development and development stages to and including stabilized operation. All equity, debt and subsidized sources of incomes are to be identified. The description must include general terms for all the financing sources.

C. Financial/Equity Partner Identification: For each participating principal, partner, or co-venturer providing equity for the project, provide the following:

- Name and address of the proposed equity partner(s);
- Prior experience of the Offeror with the proposed equity partner (s); and
- Letter of interest from the proposed equity partner(s).

D. Proposed Leased Premises, Rent and Lease Term:

- The Offeror's proposal shall clearly state whether the proposal is to lease either: a) Hangar One Only or b) MFA.
- The proposal shall include a section summarizing the proposed rent and economic offering to the Government. Offerors shall describe in detail the elements of all rent and other payments to the Government.
- Offerors shall also clearly state the proposed term of the LA, and separately identify the initial term of the LA and each extended or option term. Identify by source and year the proposed monetary benefits to NASA over the proposed lease term. A separate table showing this information for the first three years of the period of analysis is required to facilitate comparison of proposals.

The Government prefers:

- Proposals that provide the greatest financial return taking into account historic preservation responsibilities and management responsibilities described herein.
- Proposals that offer the shortest lease term.

VII. PROPERTY TOURS AND RFP QUESTIONS

A. Pre-Submission Tours

GSA will schedule tours of MFA for interested parties from May 29, 2013 through July 19, 2013 by appointment only. Tours will generally be held Tuesday through Thursday from 10 a.m. to 3 p.m. Entities interested in a tour must contact GSA at least three business days in advance. Since the tour will consist of driving through MFA, NASA security procedures must be followed:

- Each participant of the tour must be a U.S. Citizen and be prepared to present a Government-issued identification such as a driver's license or passport. Due to the three business day advance notice requirement, foreign nationals from non-designated countries will NOT be allowed to participate in the tours since unless at least 20 business days notice is provided to complete a required background check.
- Entities must complete the MFA Tour Request form (Exhibit "P") and send to GSA at least three business days in advance of scheduled date and time. The entity must designate a primary point of contact that must attend the tour. Individuals that are not listed on the Tour Request form will not be allowed to participate in the tour.
- Participants of each tour must arrive at least 15 minutes before the scheduled time to obtain a one-time use day pass from NASA. The Visitor and Badging Office is located at Building 26 at the NASA Ames Center Main Gate. Parking for participants is available immediately outside Building 26. Tours will begin at Building 26 and will be conducted with use of Government vehicles and be hosted by both GSA and NASA personnel. Tours are expected to last at least one hour.
- Note: News media visits will continue to be coordinated and approved by the NASA Public Affairs Office prior to the issuance of a visitor pass.

B. Pre-Submission Discussions

Offerors may also request a pre-submittal discussion with Government personnel. The location of these discussions will be held either at NASA Ames or at the GSA office in San Francisco and some Government personnel may participate by conference call. These discussions will be available from May 29 through July 19, 2013.

The intent of these discussions will be to provide the opportunity for Offerors to seek interpretations or clarifications to the RFP and to gain an understanding of the Government's goals and objectives. These discussions are not mandatory and any information provided by the Government during these discussions will be included in the RFP addenda.

C. Questions on RFP

Except for the Pre-Submission Discussions, all requests for interpretation or clarification of the RFP must be made by a prospective Offeror in writing. Written requests may be submitted by mail, fax or email.

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
450 Golden Gate Avenue, Fourth Floor East
San Francisco, CA 94102
Attn: David Haase
Facsimile: (415) 522-3413
E-mail: hangar1@gsa.gov

To be given consideration, such requests must be received **no later than 3 p.m. PDT July 29, 2013**. All such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted www.fbo.gov and <http://historicproperties.arc.nasa.gov/hangar1> by August 30, 2013. It is the responsibility of the Offeror to check the websites for any updates. Failure of the Offeror to check the website for updates for any such addendum or interpretations shall not relieve said Offeror from any obligation contained therein.

VIII. STATEMENT OF LIMITATIONS

1. This RFP, submissions from Offerors to this RFP, and any relationship between the Government and Offerors arising from or connected or related to this RFP, are subject to the specific limitations and representations expressed below, as well as the terms contained elsewhere in this RFP. By participating in the selection process, Offerors are deemed to accept and agree to this Statement of Limitations. By submitting a proposal, the Offeror acknowledges and accepts the Government's rights as set forth in the RFP, including this Statement of Limitations and any Appendices. RFP means all the documents included herein, including any Appendices, Exhibits and drawings.
2. The Government reserves the right, in its sole discretion, without liability, to accept or reject any or all proposals, and to develop and operate the Hangar One site, in whole or in part, outside this selection process. This RFP shall not be construed in any manner to create an obligation on the part of Government to enter into any agreement, nor to implement any of the actions contemplated herein, nor to serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing a proposal or participating in the selection process.
3. The Government reserves the right in its sole discretion to hold discussion with, to obtain information from, to request presentations from, and to conduct negotiations with, any or all Offerors that Government deems appropriate in its sole discretion. The Government reserves the right, as it deems its interests may require in its sole discretion, to accept or reject any or all submissions, to waive any informality, informalities or nonconformity in the submissions received, and to accept or reject any or all items in a submission.
4. Failure to respond to any of the items required by this RFP could result in a proposal being rejected. In any and all events, the Government shall not be liable for any costs associated with the preparation, clarification, or negotiation of proposals.
5. The Government makes no representations or warranties whatsoever with respect to this RFP or the site including, without limitation, representations and warranties as to the accuracy of any information or assumptions contained in this RFP or otherwise furnished to Offerors by the Government; the use or progress of the development of the site, or any portion thereof; site and environmental conditions on the site; or the suitability of the site or any portion thereof for any specific uses or development. Offerors shall make their own analysis and evaluation of all aspects of the site, including without limitation, the income potential, profit potential, expenses and costs of development of the site. Offerors shall not rely upon any statement or information given the Offerors by Government including, without limitation, any information contained in or supplied in connection with this RFP including information available at www.fbo.gov and <http://historicproperties.arc.nasa.gov/hangar1>. Offerors should review these websites prior to submitting a proposal to ensure they have reviewed all information for revisions, modifications and additions. Solely as a matter of convenience to Offerors, the Government is making available certain surveys, title reports, engineering, environmental and other information relating to the site. The Government does not make and hereby disclaims any representation, warranty or other statement regarding the accuracy, sufficiency, or correctness of any such information, including illustrations provided in Exhibits, acreage and square footage, references and due diligence information identified in Appendix "A" and hereby advises all prospective Offerors to obtain, examine, and independently verify all such information to the extent that they deem necessary or desirable for their purposes. The Government does not accept, and hereby disclaims, any liability to any person or entity as a result of the information provided by the Government, whether or not such person or entity does or does not submit a proposal.
6. The Government disclaims any liability for any damage to reputation or interference with ongoing negotiations or contracts, or any other liability whatsoever, based on the selection process pursuant to this RFP, GSA's investigation of the experience and qualifications of any Offeror, and the Government's discussions, dealings, or negotiations with one or more of the Offerors, or the

termination of any such discussions or negotiations. By submitting a proposal, each Offeror hereby irrevocably acknowledges, accepts and agrees to the disclaimers of liability set forth above.

7. In determining highly qualified, responsible Offerors, the Government will exercise its best professional and business judgment to ensure the integrity of the selection process and reserves the right to exercise fully its discretion in interpreting and applying the selection criteria and in making its selection.
8. Compliance with the Government's requirements for the site should not be construed to mean compliance with requirements of other governmental authorities. Any project resulting from this selection process must be in compliance with all applicable Federal, state and local laws, statutes, ordinances, and regulations, including environmental and historic preservation requirements.
9. The Government makes no representations regarding the character or extent of soil or other subsurface conditions, utilities or hidden conditions that may be encountered during the course of construction. Each Offeror must make its own conclusions concerning subsurface and other hidden or latent conditions that may affect the methods or costs of construction and redevelopment. The Government makes no representation or warranty concerning the truth, accuracy or completeness of environmental information provided about the site.
10. The requirements and prohibitions of 18 U.S.C. § 201 and 31 U.S.C. § 1352 are applicable to the selection process.
11. The Government reserves the right to retain all the materials and information, and the ideas, suggestions therein, submitted in response to this RFP. All such materials, information, ideas and suggestions retained shall become the property of the Government.
12. The Government reserves the right to: (a) modify, and/or suspend any and all aspects of this RFP; (b) request additional information; and (c) waive any defects as to form or content of this RFP or any proposals submitted in response thereto.
13. No claims for broker's fees will be paid by the Government.
14. Offerors submitting business information pursuant to this selection process should consult 41 C.F.R. Part 105-60 and other implementing regulations concerning the release of such information to third parties pursuant to the Freedom of Information Act ("FOIA"). All information submitted by Offerors that they consider confidential and not releasable to third parties outside of the Government, and its employees, agents, consultants and representatives must be clearly and conspicuously so marked.
15. The Government may disclose submissions received in response to the RFP to non-governmental evaluators. Each non-governmental evaluator will sign and provide forms to the Government entitled "Conflict of Interest Acknowledgment and Nondisclosure Agreement" and "Receipt of Sensitive Information."
16. The Government reserves the right to waive informalities and minor irregularities in proposals received.

IX. APPENDICES AND EXHIBITS

Appendix A: Reference and Due Diligence Documentation

All of the listed documents are available for download at <http://historicproperties.arc.nasa.gov/hangar1> or at the link indicated.

1. The following documents pertaining to the NASA Ames Development Plan can be found at <http://www.nasa.gov/centers/ames/researchpark/documents/index.html>
 - [NASA Ames Development Plan \(86.0mb download\) \(NADP\)](#)
 - [NASA Research Park Programmatic Environmental Impact Statement \(80.5mb download\) \(PEIS\)](#)
 - [Appendices: A, B, C, D, E, F, G, & H](#)
 - [US Fish and Wildlife Service Informal Consultations on Proposed Development of Ames Research Center April 9th, 2002 & Oct. 15th, 2002 \(873kb download\)](#)
 - [NRP Design Guide \(22.6mb download\)](#)
 - [Environmental Issues and Management Plan \(8.5mb download\) \(EIMP\)](#)
 - [Historic District Development Plan \(200.4mb download\) \(HDDP\)](#)
 - [Transportation Demand and Management \(1.9mb download\) \(TDM\)](#)
2. The National Historic Preservation Act of 1966, as amended, can be obtained at <http://www.achp.gov/docs/nhpa%202008-final.pdf> (46 pages)
3. Condition Assessment and Rehabilitation Plan (2011): The CARP that provides a detailed description of Hangar One and the various requirements to rehabilitate and upgrade the structure. The CARP can be downloaded at <http://historicproperties.arc.nasa.gov/hangar1.html>.
4. The Secretary of the Interior's *Standards for the Treatment of Historic Properties* are available at <http://www.nps.gov/hps/tps/standguide/>.
5. Moffett Federal Airfield Maps (1 through 5)
6. Pavement Evaluation Report (and Appendices), October 2012
7. Assessment of Aircraft Noise Conditions at Moffett Federal Airfield (1999-2010), prepared for DMJM by P&D Consultants, Inc., and Michael R. McClintock & Company, August 28, 2000.
8. NASA Aircraft Operations Management Manual (NPR 7900.3) is available at <http://www.hq.nasa.gov/office/codeq/doctree/79003.htm>
9. Re-Use Guidelines for Hangars Two and Three, dated August 30, 2006, are available at http://historicproperties.arc.nasa.gov/map_reuse/reuse_guidelines.html
10. USEPA Records of Decision for the MEW Study Area (1989) and a ROD Amendment for the Vapor Intrusion Pathway (2011) are available at <http://go.usa.gov/TdHW>
11. Federal Facility Agreement and 1993 amendment are available at: <http://go.usa.gov/TdHC>. Information regarding Navy cleanup sites can be found at <http://www.bracpmo.navy.mil>.
12. Department of the Navy – Hangar One reports
 - Draft Final Focused Feasibility Study (“FFS”), Installation Restoration Site 29 (Hangar 1), Former Naval Air Station Moffett Field, California (May 2013)

- Long-Term Management Plan (“LTMP”) for Non-Time Critical Removal Action for PCB Contamination Installation Restoration Site 29 (Hangar 1), Former Naval Air Station Moffett Field, California.

Note: It is expected that the Draft Final FFS will be available in late May 2013 and the Final FFS may be posted in late July. The LTMP may be available by June 30, 2013

13. Past Performance Release (Exhibit “O”)
14. MFA Tour Request (Exhibit “P”)

Appendix B: Minimum LA Terms

NASA and the PSL will negotiate a LA of the leased premises, which shall include, but not be limited to, the following minimum terms and conditions:

- **Subordination.** NASA's fee interest will not be subordinated.
- **Term.** NASA expects the LA to be a financeable ground lease, but prefers as short a term as possible. Offerors should justify the length of the term in the context of capital investment and Agency goals. In all events, the initial term shall be for a period of time beginning on the date the lease is fully executed and ending on the last day of the second full Government fiscal year after the PSL has obtained all necessary approvals to commence the work to install new siding on Hangar One. Note that NASA does not have the authority to purchase the improvements or any portion thereof.
- **Rent.** NASA expects proposals that set forth an economic package consisting of some or all of the following: a minimum base rent, escalations, schedule of reappraisals, bonus rent (define applicable "capital events"), other additional rent (e.g., participation rent, percentage rent on goods and services etc. as appropriate), and, in lieu of a fuel flowage fee, percent rent based upon fuel sales. The PSL also shall reimburse NASA for the costs of all services and utilities provided by NASA. NASA, in its reasonable judgment, will determine whether an Offeror's proposal includes an economic package that meets NASA's requirement to charge a fair market value rent. All rent shall be payable in advance, not less frequently than quarterly, and without notice, demand, deduction or offset of any kind.

Note: Since most of the leased premises are currently subject to exclusive federal legislative jurisdiction, local ad valorem property taxes will not apply with respect to that portion of the leased premises (see Exhibit "N"). Furthermore, NASA does not have the authority to charge landing or fuel flowage fees typically levied by other airports. Each offeror should take these two key facts into consideration when formulating its proposed minimum base rent.

- **Institutional Share Pool ("ISP") and Airfield Rescue and Fire Fighting ("ARFF") Charges.** In addition to minimum base rent, the PSL shall reimburse NASA for ISP services and ARFF services.

ISP Services consist of: (i) common grounds and road maintenance; (ii) security; (iii) structural fire response and periodic Fire Marshal inspections; (iv) first responder operations (hazardous materials); (v) utility infrastructure systems maintenance and repair; and (vi) routine administrative support and management oversight (i.e. environmental oversight). NASA determines the annual rate for ISP services on a per square foot basis.

The ARFF charge includes costs for providing required rescue and fire fighting services to the airfield and to provide utilities to the fire station.

- **Other Cost Reimbursement.** The LA will include terms for cost reimbursement for utilities and other services (other than ISP or ARFF) provided by NASA, including plan review and permit fees, as required or as requested by the PSL. The PSL will also be assessed a pro-rata share of the actual costs for the end-of-life replacement of firefighting equipment and vehicles (this is separate from the ARFF).
- **Condition of Property.** The leased premises will be leased to the PSL in its "AS IS, WHERE IS" condition. The Government will not make any improvements or repairs to the leased premises, nor will the Government make any representations or warranties with respect to the leased premises.

- **Easements.** The LA will include terms on which NASA will grant easements, licenses or permits to utility providers who provide service to the PSL. In addition, NASA will reserve the right to grant easements within the leased premises that NASA determines are necessary to support NASA, and/or other tenants or users, of NASA Ames Research Center.
- **Maintenance.** The PSL will be responsible for maintenance of all buildings and facilities within the leased premises and for all infrastructure within and from the leased premises to point of connection with backbone systems.
- **Permitted Aircraft.** Aircraft will be limited to Stage III or quieter planes that burn Jet A or other comparable fuel. Piston-engine planes or other planes utilizing AvGas fuel will not be permitted to be based at MFA.
- **Assignment and Subletting.** NASA will, in its sole discretion, approve all assignments of the LA and subleases.
- **Performance Benchmarks.** The LA will contain time and performance benchmarks with clear termination provisions for non-performance.
- **Assurances.** The LA will include provisions for liquidated damages, performance and payment bonds, guarantees, or other remedies to assure completion of the re-siding of Hangar One and other construction-related projects that may be undertaken by the PSL.
- **Compliance with NASA Requirements.** The LA will require compliance with plans and programs related to implementation of the NADP, including but not limited to the PEIS, the Environmental Issues Management Plan, the Transportation Demand Management Program, infrastructure rehabilitation plans, and other rules and policies that NASA formulates. The PSL also will be required to comply with all statutes, regulations, and policies applicable to NASA Ames Research Center. Offerors will not be allowed to use NASA insignia without NASA Headquarters approval in accordance with applicable regulations. All signs that the PSL may want to install on or about the leased premises must comply with NASA Ames signage policies and are subject to prior approval.
- **Taxes.** The PSL will be responsible for all taxes, assessments and fees imposed by Federal, state and local agencies on occupied property and interests, all sales and use taxes, all excise taxes, all taxes on aircraft or aviation activities, and all other taxes applicable to the PSL's use and occupancy of NASA property and its activities thereon.
- **Liabilities.** NASA will require the PSL to carry appropriate commercial general liability insurance and other relevant coverage, including property damage, aviation liability coverage, hangar keepers coverage, worker's compensation, employer's liability, builder's risk and business loss insurance. In addition, the PSL will release NASA and its related entities from, and indemnify, defend and hold harmless NASA and its related entities against, all claims and liabilities related to or arising out of the LA unless caused by the willful misconduct of NASA or its employees. NASA lacks statutory authority to indemnify the PSL against any claims or liabilities related to or arising out of the LA, including environmental conditions.
- **Hazardous Materials.** The LA will address responsibilities for existing and other hazardous materials. Among other things, the PSL may be required to enter into one or more construction coordination agreements with respect to the groundwater remediation systems operated by the "MEW Companies" and/or the U.S. Navy, or with respect to other existing environmental conditions for which those entities are responsible. The LA will also specify PSL responsibilities regarding any actual or threatened release of a hazardous substance or petroleum product that occurs after execution of the LA.

- **Mortgagee Protection Provisions.** The LA shall contain commercially reasonable mortgagee protection provisions.
- **Broker Policy.** NASA will not pay commissions or fees to brokers.
- **Prevailing Wages.** The PSL shall re-side Hangar One, and construct all other improvement projects that the PSL may choose to undertake, by engaging contractors that pay the prevailing wages in the area.
- **Socio-Economic Requirements.** The PSL agrees on behalf of itself, its successors and assigns that it and its successors and assigns shall not discriminate against any individual or business entity on the basis of race, color, gender, disability, religion or national origin in (i) the use, occupancy, or lease of MFA; (ii) the selection of construction subcontractors, vendors or suppliers; or (iii) any employment practices with respect to employees employed at or in connection with MFA.

Appendix C: Acronym List

ACHP – Advisory Council for Historic Preservation
A/E – Architect/Engineer
ARFF – Airfield Rescue and Fire Fighting
ATC – Air Traffic Control
AvGas – Aviation Gasoline
BRAC – Base Realignment and Closure
CANG – California Air National Guard
CARP – Condition Assessment and Rehabilitation Plan
CERCLA – Comprehensive Environmental Response, Compensation, and Liability Act
EE/CA – Engineering Evaluation/Cost Analysis
EOC – Emergency Operations Center
FAA – Federal Aviation Administration
FAR – Federal Aviation Regulation
FBO – Fixed-Base Operator
FFA – Federal Facility Agreement
FFS – Focused Feasibility Study
FOIA – Freedom of Information Act
GSA – General Services Administration
ISP – Institutional Share Pool
LA – Lease Agreement
LD – Lead Designer
LTMP – Long Term Management Plan
MEW – Middlefield-Ellis-Whisman
MFA – Moffett Federal Airfield
MOA/U – Memorandum of Agreement/Understanding
NADP – NASA Ames Development Plan
NASA – National Aeronautics and Space Administration
NASMF – Naval Air Station Moffett Field
NEPA – National Environmental Policy Act
NHPA – National Historic Preservation Act
NPL – National Priorities List
NRP – NASA Research Park
PA – Historic Preservation Architect/Consultant
PIC – Principal in Charge for the Offeror
PCB – polychlorinated biphenyl
PCI – Pavement Condition Index
PDT – Pacific Daylight time
PEIS – Programmatic Environmental Impact Statement
PM – Project Manager
PSL – Preferred Selected Lessee
RAB – Restoration Advisory Board
RFP – Request for Proposals
ROD – Record of Decision
SAA – Space Act Agreement
SIERRA – Science Instrumentation Environmental Remote Research Aircraft
SHPO – State Historic Preservation Office
SOFIA – Stratospheric Observatory for Infrared Astronomy
TACAN – Tactical Air Navigation
TUA – Temporary Use Area
UHF/VHF – Ultra High Frequency/Very High Frequency
USEPA – U.S. Environmental Protection Agency
WB – California Regional Water Quality Control Board, San Francisco Bay Region

List of Exhibits:

- Exhibit A:** NASA Ames Research Center Location Map
- Exhibit B:** Hangar One Only: Proposed Lease Premises
- Exhibit C:** MFA: Proposed Lease Premises
- Exhibit D:** FAA ID – Moffett Federal Airfield (NUQ)
- Exhibit E:** Annual Moffett Flight Operations Limit
- Exhibit F:** Buffer Area/Moffett Golf Course
- Exhibit G:** Potential Development Area
- Exhibit H:** California Air National Guard (CANG) Cantonment Area
- Exhibit I:** CANG Temporary Use Areas
- Exhibit J:** Lease with the City of Sunnyvale
- Exhibit K:** Delineated Wetlands
- Exhibit L:** Burrowing Owl locations
- Exhibit M:** CERCLA Sites
- Exhibit N:** Ames Legislative Jurisdiction Map
- Exhibit O:** Past Performance Release
- Exhibit P:** MFA Tour Request

Exhibit A: NASA Ames Research Center Location Map



Exhibit B: Hangar One Only: Proposed Lease Premises



Exhibit C: MFA: Proposed Lease Premises



Exhibit D: FAA ID – Moffett Federal Airfield (NUQ)

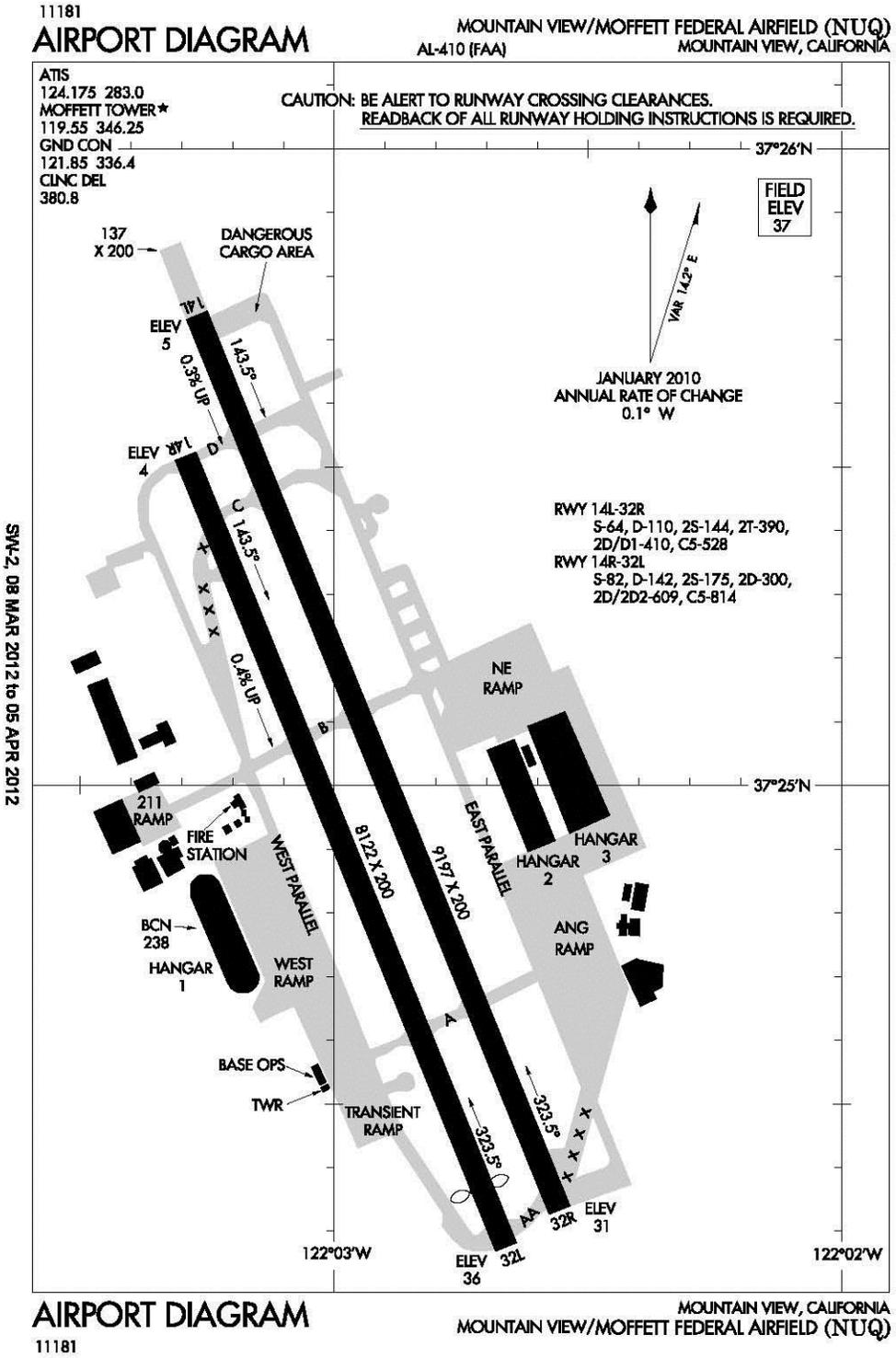


Exhibit E: Annual Moffett Flight Operations Calculation

The air emissions from the airfield are listed on p. 3.4-18 of the *Final PEIS*, in Table 3.4-5. The footnote to this table states that emissions were calculated using BAAQMD inventory factors, based on the *Draft 1999 and 2010 Moffett Federal Airfield Assumptions*.

The description of the noise contours for the airfield operations begins on p. 3.1-21 of the *Final PEIS*. The footnote on that page refers to the *Assessment of Aircraft Noise Conditions at Moffett Federal Airfield (1999-2010)*, prepared for DMJM by P&D Consultants, Inc., and Michael R. McClintock & Company, August 28, 2000 ("Assessment"). This report is listed in Appendix A, No. 7 of this RFP.

The Assessment referred to in the footnotes defines an aircraft operation as "either a takeoff or a landing. One landing and one takeoff are two operations" (p. 2). The Assessment also states: "For noise and air quality assessment purposes, aircraft operating above 3,000 feet are not considered significant and are not included in impact assessments" (p. 2).

Table 1 in the Assessment gives the operations and noise modeling assumptions by aircraft type for Moffett Federal Airfield in 1999. It includes 23,551 annual operations.

Table 2 in the Assessment gives the operations and noise modeling assumptions by aircraft type for Moffett Federal Airfield in 2010. It includes 24,268 annual operations.

The difference between 1999 and 2010 contours "can be found in the addition of 256 annual operations by NASA's SOFIA aerial astronomy aircraft (a Boeing 747), 96 annual operations by a civilian contract Canberra (RB57) aircraft and an estimated 365 annual operations by corporate jet aircraft represented by the Gulfstream V (G-V) aircraft" (p. 5).

If the noise from the airfield is planned to exceed the noise exposure contours depicted on Figure 3.10-7 in the *Final PEIS*, then NASA is likely required to prepare additional NEPA documentation and conduct public involvement, prior to increasing airfield operations.

If air emissions from the airfield exceed those listed in Table 3.4-5, then NASA must reduce air emissions from construction and operation of the NASA Research Park ("NRP"), Ames Campus, or Bayview areas to keep the total emission increases from exceeding the emissions increases described for Mitigated Alternative 5 in the *Final EIS* and *ROD*. Alternatively, NASA could prepare additional NEPA documentation and conduct additional public involvement.

Exhibit F: Buffer Area/Moffett Golf Course



Exhibit G: Potential Development Area

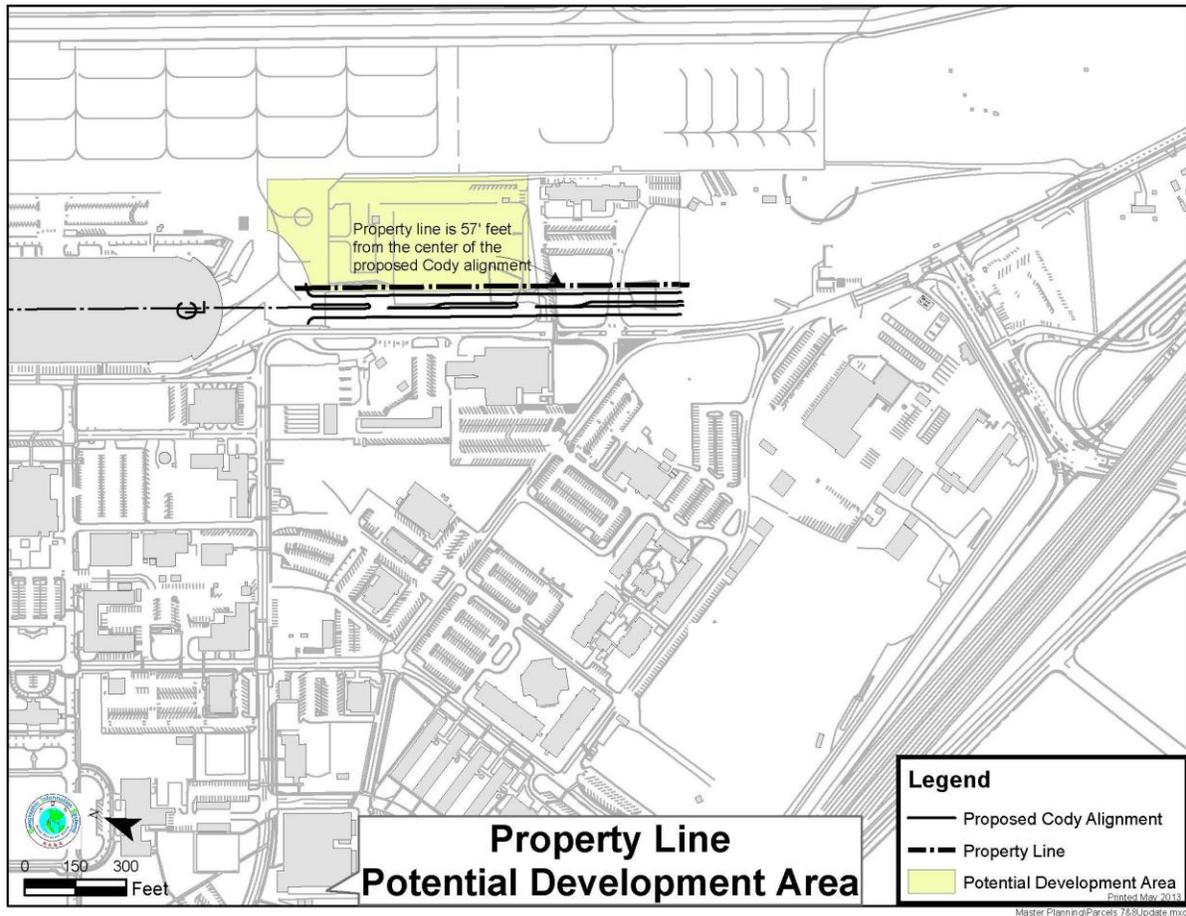


Exhibit H: California Air National Guard (CANG) Cantonment Area

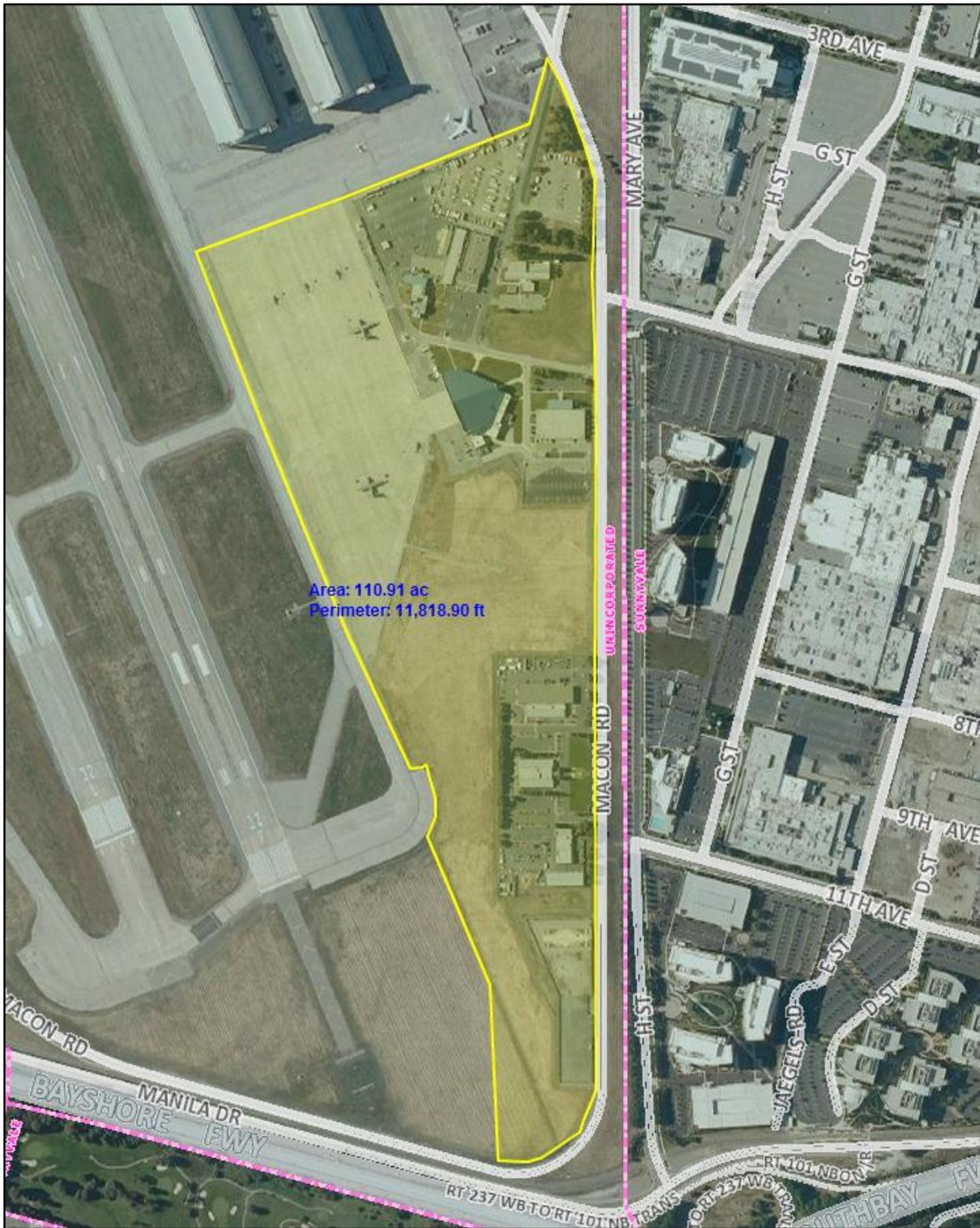
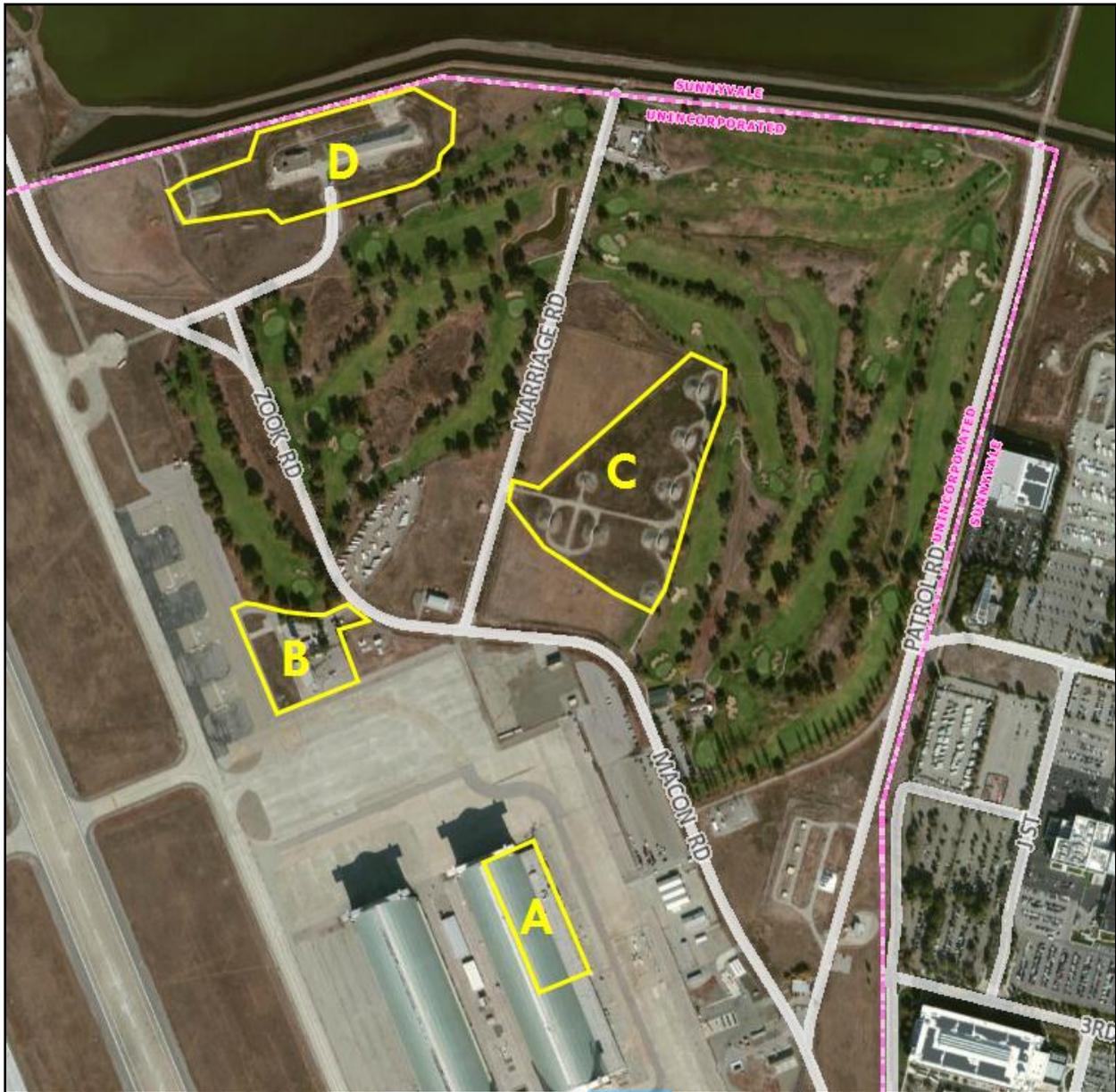


Exhibit I: CANG Temporary Use Areas



Temporary Use Area

- A – CANG Shop and Storage – approximately 88,000 gross square feet
- B – CANG Pararescue – approximately 4.78 acres
- C – Munitions storage area 1 – approximately 10.55 acres
- D – Munitions storage areas 3-4 – approximately 9.5 acres

Exhibit J: Lease with the City of Sunnyvale



Note: For illustrative purposes only. Specific boundaries are specified in the lease.

Exhibit K: Delineated Wetlands

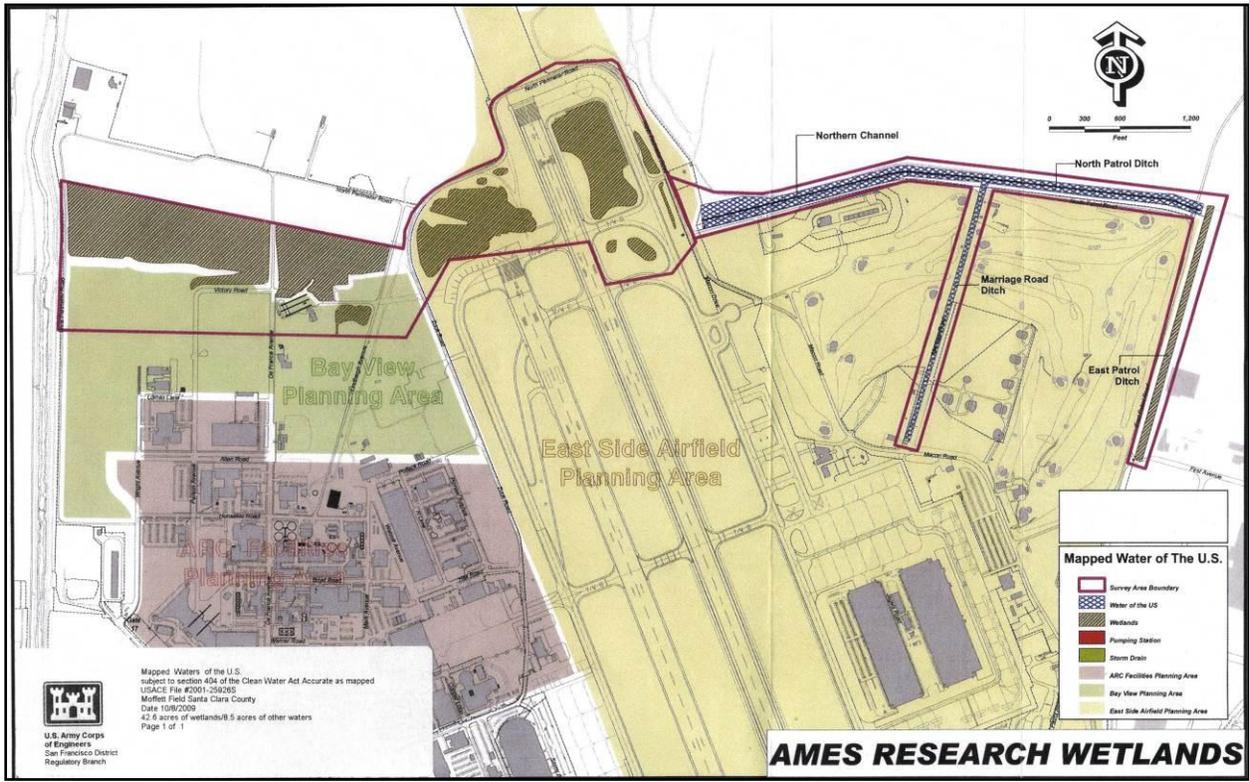


Exhibit L: Burrowing Owl locations

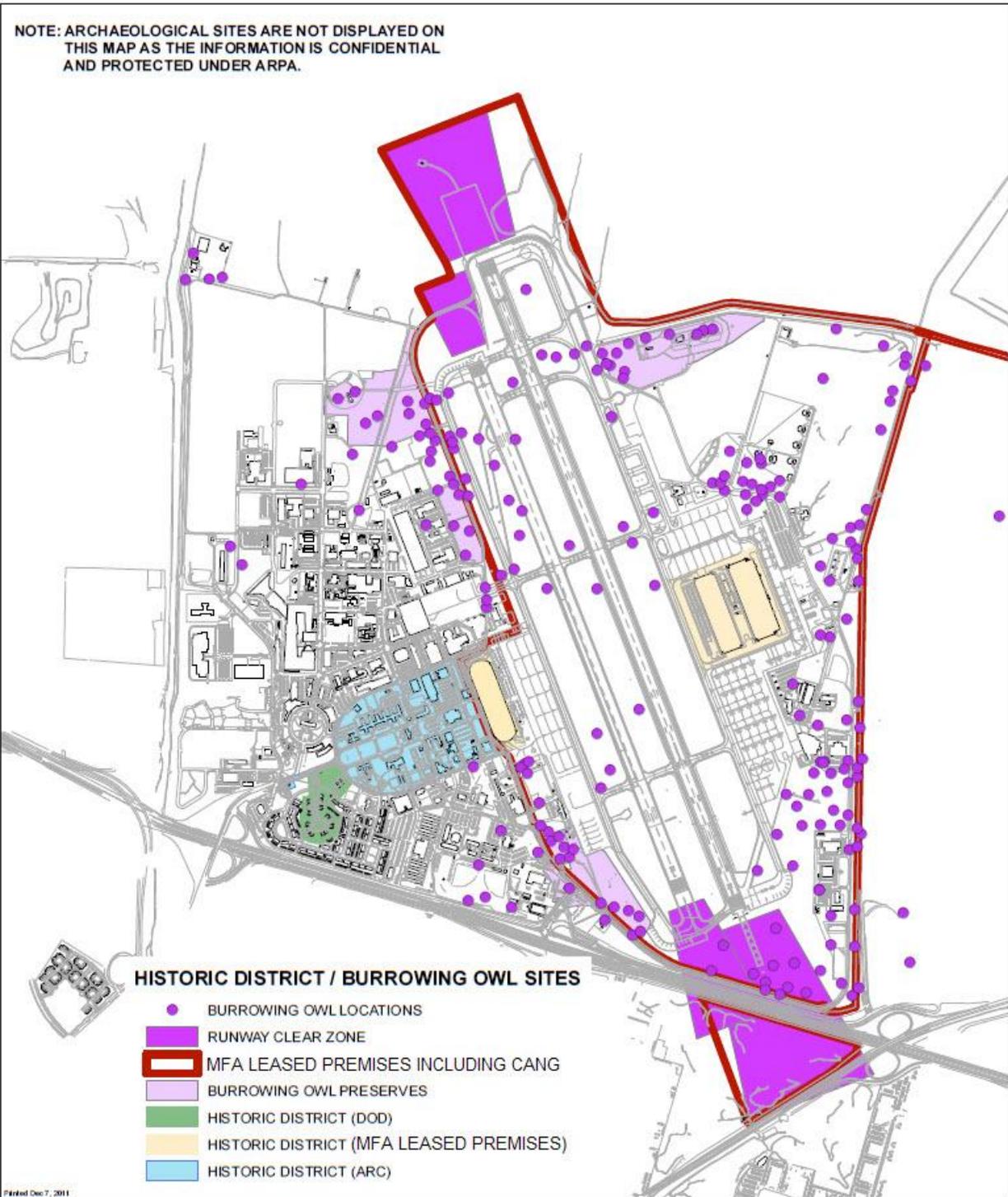


Exhibit M: CERCLA sites

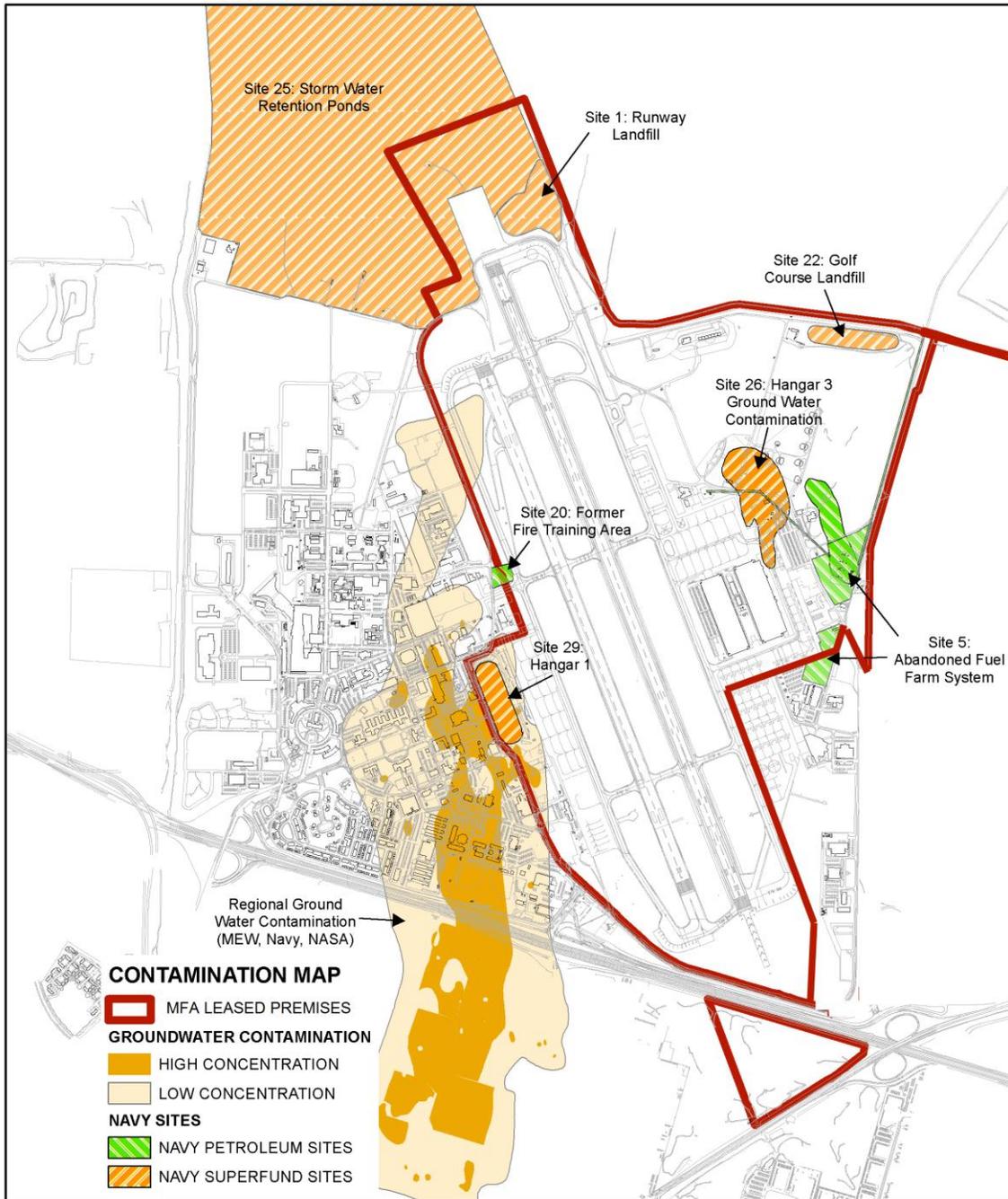


Exhibit N: Ames Legislative Jurisdictional Map

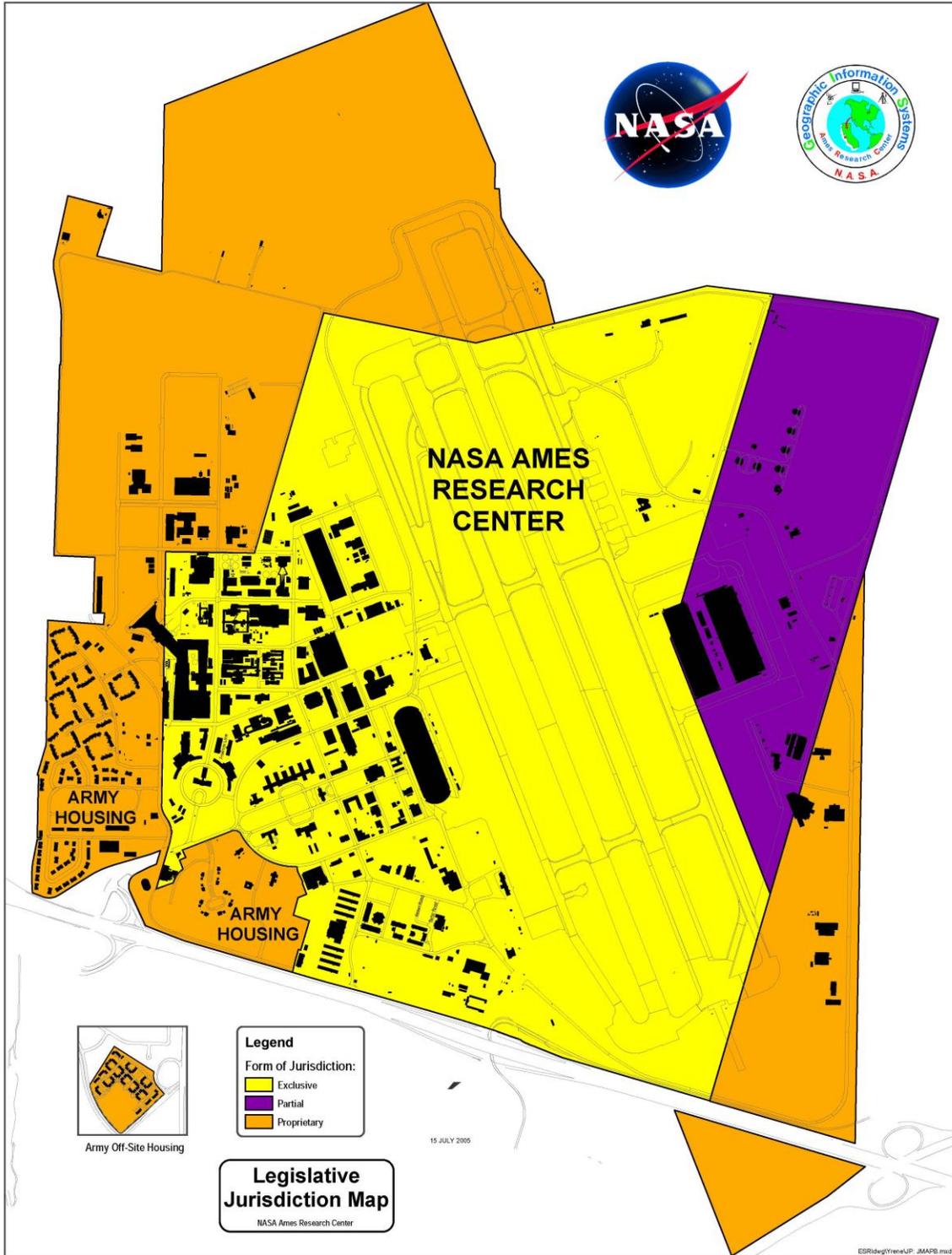


Exhibit O: Past Performance Release

Note: This form is available for download at <http://historicproperties.arc.nasa.gov/hangar1>

**AUTHORIZATION AND RELEASE TO OBTAIN PAST PERFORMANCE INFORMATION
Rehabilitation and Adaptive Reuse of Hangar One
and
Management of Moffett Federal Airfield
NASA Ames Research Center
Mountain View, CA**

To: _____

On behalf of _____, its principals, officers and employees, I hereby authorize you to release information to the United States General Services Administration (the Government) regarding the performance of our firm as _____ on the following project(s):

This release and authorization is provided for the sole purpose of enabling the Government to obtain information to determine our qualifications for entering into a lease agreement for the Rehabilitation and Adaptive Reuse of Hangar One and Management of Moffett Federal Airfield. In making this release, we agree that we shall not seek to discover from any source the contents of your communications made pursuant to this authorization at any time, and release you from any obligation which we may assert to disclose such information. We also release you and all persons making such communications on your behalf from any and all causes of action which may arise from such communications. We retain the right to be debriefed by the Government on its general findings as to our past performance; however, we acknowledge that the Government is not obligated to and will not divulge the source of information or the name of the project to which reference was made.

Name	Title	Signature
------	-------	-----------

Name of Construction Company/Joint Venture	Date
--	------

Exhibit P: MFA Tour Request form

Tours of Moffett Federal Airfield at NASA Ames requires each tour participant to receive a temporary badge. To initiate this process, you must provide the following information to GSA at least three business days before the requested tour. This form must be emailed to hangar1@gsa.gov or sent by fax to 415-522-3413 at least three business days in advance.

For U.S. Citizens, please complete the following for each tour participant:

Name	Work Address	Work Phone Number	Date of Visit

This form requires the signature by the point of contact for the tour group. This person must be listed above and must participate in the tour.

Name _____ Signature _____ Date _____

If any participant is a **foreign national**, you must inform GSA as soon as practicable to process the application for entry into NASA Ames. For tour planning, please note the following processing times for different groups of foreign nationals:

- 20 **working** days for nationals of **non-designated countries**
- 60 **calendar** days for nationals of **designated countries**