

Exhibit E

Furniture, Fixtures, Equipment and Materials at Hemlock Overlook Regional Park

3 Wood Kiosks	• Stove, Flat Top, Oven, Hood System
Farmhouse	• Prep Table with Warming Drawers and Undercounter Fridge
Maple Dorm	• Ice Machine
• 2 dehumidifiers	• Shelving for Pantry
Beach Dorm	• Hand Sink
• 5 Air Conditioners	• 3 Compartment Sink
Hickory Dorm	• Prep Sink
• Air Conditioner	• Various Dishes
• 12 Bunk Beds	• HVAC System
• 24 Mattresses	• Weathershield Windows
• 8 Wardrobes	• Warming Table
• 2 Dehumidifiers	• Cabinetry in Lodge Room
• 1 Wood Bench	• 10 Cafeteria Tables
Poplar Dorm	• 2 Squirrel Boxes
• 12 Bunk Beds	• Above Ground Propane Tank
• 24 Mattresses	• 3 Picnic Tables
• 8 Wardrobes	• 2 Wood Benches
• 2 Dehumidifiers	12'x12' Shed
• 1 Wood Bench	14'x28' Shed
Pine Dorm	Ropes Elements
• 12 Bunk Beds	• 3 Mohawk Walks
• 24 Mattresses	• 2 Nitro Crossing Pits
• 8 Wardrobes	• 1 Zig Zag
• 2 Dehumidifiers	• 1 Balance Beam
Oak Dorm	• 1 Mission Impossible
• 12 Bunk Beds	• 2 Chasms
• 20 Mattresses	• 2 Spider's Webs
• 8 Wardrobes	• 1 Beam
• 2 Dehumidifiers	• 1 Electric Fence
Bath House	• 2 Waterwheels
Swallowtail Shelter	• 5 The Walls (2 small, 1 med, 2 large)
• 2 Squirrel Boxes	• 1 Rebirth
• 8 Picnic Tables	• 2 Donut
Cardinal Shelter	• 1 Thread the Needle
Dogwood Shelter	• 1 Trust Fall
Pump House	• 1 Tension Travers
• Aquafina Machine	• Zip Wire High Ropes
Recycle Shed (green)	• Adventure Team Challenge
Lodge	
• 2 Freezers (non-commercial)	
• 4-door fridge	
• Coffee Maker with Cabinet	
• Dish Sanitizer	
• Walk in Fridge	



Participation and Acknowledgement of Risk Agreement for Minors

(Must be completed by parent or legal guardian for participants under the age of 18)

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In consideration of services and equipment to be provided by VSPACK, Inc. d/b/a Adventure Links, its owners, officers, employees, agents, contractors and volunteers (collectively, "Adventure Links"), and the participation of my child or ward (the "participant") in the Adventure Link's program associated with this agreement (the "program"), I hereby, on behalf of myself, the participant, my heirs, successors, assigns, personal representatives and estate agree as follows:

1. I certify that I am 18 years old or older, have had sufficient opportunity to read this entire agreement, have the authority to enroll the participant in the program and to enter into this agreement affecting the rights of the participant, and that the participant is within the program age limits.
2. I assume all risks, including personal injury and death, arising in any way out of the participant's participation in the program (the "participation").
3. Taking into consideration the risks involved in the program, I assume all legal responsibility for the INHERENT RISK & DANGERS, seen or unseen, of bodily injury and loss of personal property by the participant, as a result of the participation.
4. To the fullest extent permitted by law, I hereby release Adventure Links and the Northern Virginia Regional Park Authority from any and all liability with respect to any and all injury, disability, death or loss or damage to person or property associated with the participation, whether arising from negligence, willfulness or otherwise.
5. I agree to indemnify and hold Adventure Links, the Northern Virginia Regional Park Authority, and their board members, officers and employees harmless from any and all claims, including without limitation claims brought by or on behalf of the participant, damages, losses, injuries, attorney's and other fees, costs and expenses arising out of or resulting from the participation.
6. I understand and agree that if a claim, suit, or attachment is brought or sought against me or the participant relating to the participation, that I shall not be entitled to any defense or indemnification by Adventure Links or the Northern Virginia Regional Park Authority.
7. I certify that I have adequate insurance to cover any injury, illness, loss, or damage to a person or property that the participant may cause or suffer while participating in the program, and agree to personally bear all costs arising from any such injury, illness, loss, or damage. I further certify that the participant is in good health and has no medical or physical conditions which could affect the participant's safety in the program. I also certify that I have adequately informed Adventure Links of any special circumstances regarding the participant's involvement in the program.
8. I acknowledge and agree that I am responsible for any medical expense or transportation cost related to the participant's illness, accident or departure from the program, and that neither Adventure Links nor the Northern Virginia Regional Park Authority are responsible for the theft, loss of or damage to any of the participant's personal property.
9. I hereby authorize Adventure Links, in its discretion, to seek medical treatment for the participant. I further authorize medical personnel to render treatment to the participant as necessary in their professional opinion. I agree that once the participant is in the care of a medical professional or facility, neither Adventure Links nor the Northern Virginia Regional Park Authority shall have any further responsibility for the participant. I understand that I am responsible for any medical and transportation expenses incurred by the participant.
10. I acknowledge that Adventure Links reserves the right to use any photos, audio or video for marketing purposes. I grant Adventure Links the right to quote me and the participant, and to use my and the participant's name, voice and image for marketing purposes. I also acknowledge that Adventure Links reserves the right to utilize any written comments for training or marketing purposes. If I consent to be listed as a reference for customers to contact, my reference information may be listed in Adventure Links marketing brochures or within the Adventure Links website. Upon written request, Adventure Links shall remove my information from its website and future printings of its brochures. I agree that Adventure Links may send me program information or updates of its services, unless I inform Adventure Links in writing that I do not wish to receive this information.
11. I acknowledge that all materials, information, software, products, computer programs, and services included or available through the Adventure Links website (the "website") are provided "as is" and "as available" (the "content"), and that the use of the website is solely at my own risk. The content is provided without warranties of any kind, either express or implied, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, or no infringement. Additionally, Adventure Links does not warrant that the content is accurate, reliable, or correct; that the website will be available at any particular time or location; that

- any defects or errors will be corrected; or that the content is free of viruses or other harmful components. Finally, Adventure Links makes no warranties with respect to customer support for the website.
12. Any determination by any court of competent jurisdiction of the invalidity of any provision of this agreement that is not essential for accomplishing its purposes shall not affect the validity of any other provision of this agreement, which shall remain in full force and effect and which shall be construed to be valid under applicable law.
 13. This agreement shall in all respects be interpreted and governed by the laws of the Commonwealth of Virginia, without regard to its conflict or choice of law principles. Any suit, action or proceeding arising under or in any way relating to this agreement may be brought only in the state courts of Clarke County, Virginia.
 14. The Northern Virginia Regional Park Authority and its board members, officers and employees are intended third-party beneficiaries of this agreement except as to the last sentence of paragraph 13. Any suit, action, or proceeding arising under or in any way relating to this agreement where the Northern Virginia Regional Park Authority is a party may only be brought in the state courts of Fairfax County, Virginia.

PLEASE PRINT BELOW:

Parent or Guardian Name: _____

Child's Name: _____

Address: _____

Phone (H): _____

City: _____ State _____ Zip _____

Phone (W): _____

E-mail: _____

Phone (Cell): _____

Program: _____

Date of Birth: _____ / _____ / _____

Signature: _____

Date: _____

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**Northern Virginia Regional Park Authority
5400 Ox Road
Fairfax Station, Virginia 22039**



**Guidelines for Implementation
of the
Public-Private Education Facilities and
Infrastructure Act of 2002, as amended**

**These guidelines were adopted by the
Board of the Northern Virginia Regional Park Authority
on February 16, 2006.**

Table of Contents

1.	Applicability of Guidelines	1
2.	Overview	1
3.	Eligible Projects	2
4.	General Provisions	2
4.1	Proposal Submission	2
4.2	Affected Jurisdictions	3
4.3	Proposal Review Fees	3
4.4	Virginia Freedom of Information Act	5
4.5	Use of Public Funds	6
4.6	Applicability of Other Laws	6
5.	Solicited Bids/Proposals	6
6.	Unsolicited Proposals	7
6.1	Decision to Accept and Consider Unsolicited Proposal; Notice	7
6.2	Initial Review at the Conceptual Stage	9
7.	Proposal Preparation and Submission	10
7.1	Proposal Content and Format for Submissions at the Conceptual Stage	10
7.2	Proposal Content and Format for Submissions at the Detailed Stage	12
8.	Proposal Evaluation and Evaluation Criteria	12
8.1	Manner of Evaluation and Use of Outside Professionals	12
8.2	Evaluation Criteria	12
9.	Comprehensive Agreements And Interim Agreements	13
10.	Adoption of Certain Portions of the Virginia Public Procurement Act and Use of Competitive Negotiation and Competitive Sealed Bidding Procedures	16
11.	Terms and Conditions on Proposal Submission	17

12.	Disputes, Claims, and Other Matters Arising Under or Relating to any Comprehensive Agreement	18
13.	Protests of PPEA Procurements	19
14.	Timelines for Selecting Proposals and Negotiating Agreements and Accelerated Timeline for Priority Qualifying Facilities.....	21
15.	Proposers' Agreement to Terms and Conditions of This Policy.....	21

1. Applicability of Guidelines

- 1.1 The Board of the Northern Virginia Regional Park Authority ("Board") has adopted these guidelines to implement the Public-Private Education Facilities and Infrastructure Act of 2002, Va. Code §§ 56-575.1, et seq., as amended. ("PPEA"). These guidelines apply to all procurements under the PPEA where the Northern Virginia Regional Park Authority ("Park Authority" or "NVRPA") is the "responsible public entity" within the meaning of Va. Code §56-575.1.
- 1.2 The Executive Director ("Director") and all employees under the direction and control of the Director shall follow the PPEA and these guidelines in any PPEA procurement in which they are involved.
- 1.3 The Director may delegate his or her duties under these guidelines to members of staff.

2. Overview

- 2.1 The PPEA grants "responsible public entities" the authority to enter into public-private partnerships with private entities for the development or operation of certain "qualifying projects" if the public entity determines, under criteria established by the PPEA, that such a project serves the public purpose. PPEA proposals are also subject to review by any "affected local jurisdiction" in which the "qualifying project" will be located.
- 2.2 Proposals for qualifying projects may either be solicited or unsolicited. If the purposes and requirements of the PPEA are met, the Director may conduct a procurement under the PPEA, after obtaining Board guidance and approval, and negotiate with two or more proposers submitting proposals for a qualifying project (unless the Park Authority, in its discretion, determines, in writing, that only one proposer is fully qualified or that one proposer is more highly qualified than the others), select a proposal or proposals, and enter into an "interim agreement" or a "comprehensive agreement" for the project, subject to the Board's approval.
- 2.3 Individually-negotiated comprehensive agreements between private entities and the Park Authority, along with the PPEA and this policy, ultimately will define the respective rights and obligations of the parties for PPEA projects involving the Park Authority.
- 2.5 Although these guidelines provide guidance for application of the PPEA, the version of the PPEA that is in effect (up to the time of execution of a

comprehensive agreement under a procurement as to that procurement) is controlling in the event of any conflict.

3. Eligible Projects

- 3.1 A PPEA procurement may only be for a "qualifying project". The PPEA contains a broad definition of "qualifying project" that includes, for example, (a) an education facility; (b) a building or facility that meets a public purpose and is developed or operated by or for any public entity; or (c) a recreational facility.
- 3.2 The definition of "qualifying project" in effect in the PPEA as of the time of the procurement is concluded by a comprehensive agreement is controlling, and the version of the PPEA then in effect should be consulted to determine what is a "qualifying project."

4. General Provisions

- 4.1 Proposal Submission
 - 4.1.1 A proposal for a PPEA "qualifying project" may be either solicited by the Park Authority or submitted by a private entity on an unsolicited basis, although the proposal shall be clearly identified as a "PPEA Proposal". To be considered, one original and five (5) copies of any unsolicited proposal must be submitted along with the applicable fee to the Park Authority. Solicited proposals shall be submitted in accordance with the instructions in the applicable solicitation.
 - 4.1.2 Proposers generally will be required to follow a two-part proposal submission process consisting of a conceptual phase and a detailed phase, as described herein. However, if the Park Authority determines it to be in its best interests, the Park Authority may elect to use a one-part process where only one proposal is received from each offeror, or a multi-part process. For unsolicited proposals, the conceptual phase of the proposal shall contain the information specified by paragraph 7.1 of these guidelines, and the detailed phase of the proposal shall contain the information specified at paragraph 7.2 of these guidelines. For solicited proposals, the solicitation and subsequent instructions by the Director will prescribe the information that proposals shall contain.
 - 4.1.3 Proposals should be prepared simply and economically. Solicited proposals should contain all information requested by the solicitation or subsequent instructions by the Director. Unsolicited proposals should contain information specified by these guidelines and also should include a comprehensive scope of work and, if applicable, a financial plan for the project, containing enough detail to allow an analysis by the Director of

the feasibility of the proposed project. Any facility, building, infrastructure, or improvement included in a proposal shall be identified specifically or conceptually. The Director may request, in writing, clarification of any submission.

- 4.14 Representations, information and data supplied in, or in connection with, proposals play a critical role in the competitive evaluation process and in the ultimate selection of a proposal by the Park Authority. Accordingly, as part of any proposal, the proposer shall certify that all material representations, information and data provided in support of, or in connection with, its proposal are true and correct. Such certification shall be made by authorized individuals who are principals of the proposer and who have knowledge of the information provided in the proposal. In the event that material changes occur with respect to any representations, information or data provided for a proposal, the proposer shall immediately notify the Director of the same.

4.2 Affected Jurisdictions

- 4.2.1 Under the PPEA, an "affected jurisdiction" is any county, city or town in which all or a portion of a qualifying project is located.
- 4.2.2 The Park Authority shall provide any affected jurisdiction with a copy of the private entity's proposal by certified mail, express delivery or hand delivery. Any affected jurisdiction shall have 60 days from the receipt of the proposal to submit written comments to the Park Authority. The Park Authority shall give consideration to comments received in writing within the 60-day period, and no negative inference shall be drawn from the absence of comment by an affected jurisdiction. The Park Authority may begin or continue its evaluation of any such proposal during the 60-day period for affected jurisdictions to submit comments.

4.3 Proposal Review Fees

- 4.3.1 The Director may require payment of a review fee by a private entity submitting an unsolicited proposal to the Park Authority and by any private entities submitting competing proposals in response to the unsolicited proposal. Also, if the solicitation so indicates, the Director will require payment of a review fee by any private entities submitting solicited proposals. Review fees are to cover the costs of processing, reviewing, and evaluating proposals, including the cost to compare a proposal to any competing proposals. Such costs include, but are not limited to, staff time, the cost of any materials or supplies expended, the cost of meals and travel related to the review process, and the cost of any outside advisors or consultants, including but not limited to attorneys, consultants, and financial advisors, used by the Park Authority in its sole

discretion, to assist in processing, reviewing, or evaluating the proposal. Such fees generally will be in the amount necessary to completely cover all of the Park Authority's costs. All fees and additional fees shall be submitted in the form of a cashiers check payable to the Northern Virginia Regional Park Authority.

4.3.2 Such fees shall be imposed as follows:

4.3.2.1 Initial fee. Payment of an initial fee must accompany the submission of the proposal to the Park Authority in order for the Director to proceed with its review. The initial fee shall be one and one-quarter percent (1.25%) of the reasonably anticipated total cost of the proposed qualifying project, but shall be no less than \$2,000 nor more than \$25,000, regardless of the anticipated total cost; provided, however, that the Director, in his or her discretion, may specify a different initial fee amount in a Receipt of Unsolicited PPEA Proposal and Solicitation of Competing Proposals prepared under paragraph 6.1.2 of these guidelines or no fee or a different fee in a solicitation issued under paragraph 5 of these guidelines.

4.3.2.2 Additional fees. Additional fees shall be paid by proposers throughout the processing, review, and evaluation of the proposals, if and as the Director requires, based upon costs in excess of initial review fees assessed that the Director reasonably anticipates incurring. The Director may impose additional fees on proposers selected for detailed-phase consideration as a condition of consideration of their detailed-phase proposals. The Director will notify the proposers concerned of the amount of such additional fees. Proposers must promptly pay such additional fees before the Park Authority will continue to process, review, and evaluate the proposer's proposal. Unless otherwise specified by the Director, additional fees for detailed-phase review will be one and one-quarter percent (1.25%) of the total cost of the proposed qualifying project, but will be no less than \$5,000 nor more than \$50,000. The Director, in his or her discretion, may waive additional fees or require lower additional fees.

4.3.2.3 Reimbursement of excess fees paid. If the total fees paid by proposers for a phase of a PPEA procurement exceed the total costs incurred in processing, reviewing, and evaluating proposals for that phase, then the Park Authority shall reimburse the proposers the difference on a reasonable, pro rata basis. Otherwise, the Park Authority may retain all fees paid

4.4 Virginia Freedom of Information Act

- 4.4.1 Generally, proposal documents submitted by private entities are subject to the Virginia Freedom of Information Act ("VFOIA"). In accordance with Va. Code § 2.2-3705.6.11., such documents are releasable if requested, except to the extent that they relate to (a) confidential proprietary information submitted to the Park Authority under a promise of confidentiality or (b) memoranda, working papers or other records related to proposals if making public such records would adversely affect the financial interest of the Park Authority or the private entity or the bargaining position of either party. Once a comprehensive agreement has been entered into and the process of bargaining of all phases or aspects of the comprehensive agreement is complete, the Director shall make the procurement records available upon request, in accordance with Virginia Code §§ 2.2-4342 and 56.575.16.5. However, proprietary, commercial or financial information, balance sheets, financial statements, or trade secrets provided by a private entity as evidence of its qualifications and properly designated under this Section 4.4 as "Confidential-Not Releasable under VFOIA" are not considered procurement records.
- 4.4.2 If requesting that the Park Authority not disclose information, the proposer must (i) invoke an exclusion when the data or materials are submitted to the Park Authority or before such submission, (ii) identify the data and materials for which protection from disclosure is sought, and (iii) state why the exclusion from disclosure is necessary. In addition, the proposer must clearly mark each page of its proposal that it contends not to be discloseable under the VFOIA with the legend "Confidential – Not Releasable under VFOIA." The Park Authority may only protect confidential proprietary information and will not protect any portion of a proposal from disclosure if the entire proposal has been designated confidential by the proposer without reasonably differentiating between the proprietary and non-proprietary information contained therein.
- 4.4.3 Except as reasonably necessary for the Park Authority, staff, citizen advisors and consultants to review proposals, the Park Authority promises to maintain the confidentiality of confidential proprietary information that is provided to it by a private entity pursuant to a proposal for a procurement under these procedures if the private entity follows all the steps required by paragraph 4.4. of this policy to designate the information as confidential proprietary information excluded from disclosure under VFOIA, and if the information is, in fact, information that is properly exempt from release under VFOIA. The Director shall take reasonable precautions to protect the confidentiality of such information from any disclosure beyond whatever disclosure is reasonably necessary for the Park Authority to carry out the procurement. Despite the Park Authority's intent to honor this promise of confidentiality, nothing contained herein

shall constitute a waiver of sovereign immunity, a consent to suit, or a contractual undertaking, and it is a condition of submitting proposals that no cause of action, in contract or otherwise, shall arise against the Park Authority or any of its Board members, officers, agents, or employees for any failure to maintain confidentiality of information.

- 4.4.4 Any information in a proposal that becomes incorporated into a Comprehensive Agreement or Interim Agreement with the proposer submitting it, such as by becoming an exhibit, shall become a public record releasable under VFOIA upon execution of the agreement and its approval by the Board.

4.5 Use of Public Funds

Virginia constitutional and statutory requirements as they apply to appropriation and expenditure of public funds apply to any agreement entered into under the PPEA. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds should be incorporated into planning for any PPEA project, and any PPEA procurement should comply with Park Authority fiscal policies. Virginia constitutional and statutory restrictions that apply to the Park Authority regarding expenditures of public funds shall be deemed to be incorporated into any agreement into which the Park Authority enters pursuant to the PPEA and to condition the Park Authority's obligations thereunder.

4.6 Applicability of Other Laws

Nothing in the PPEA shall affect the duty of the Park Authority or any of its Board members, officers, employees, or agents to comply with any other applicable law; provided, however that the applicability of the Virginia Public Procurement Act (the "VPPA") is as set forth in paragraph 10 of this policy.

5. Solicited Bids/Proposals

- 5.1 The Director may invite bids or proposals from private entities to develop or operate qualifying projects. The Director may use a two-part process consisting of an initial conceptual phase and a detailed phase, a one-part process, or a multi-part process. The Director will set forth in the solicitation the format and supporting information that is required to be submitted, consistent with the provisions of the PPEA and this policy.
- 5.2 Prior to inviting any bids or proposals, the Board shall determine pursuant to paragraph 10 of this policy whether to use procedures consistent with competitive sealed bidding or competitive negotiation of other than professional services, and if using competitive negotiation, indicate the

justification, consistent with the PPEA and paragraph 10 of this policy, for proceeding in that manner, and the evaluation criteria to be used to evaluate proposals.

- 5.3 The solicitation will specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluating the submitted proposals. Evaluation factors for the solicitation should be ones approved by the Board for the project. The solicitation will be posted in such public areas as are normally used for posting of the Park Authority's procurement notices, including the Park Authority's website. The solicitation will also contain or incorporate by reference other applicable terms and conditions, including any unique capabilities or qualifications that will be required of the private entities submitting proposals. Pre-proposal conferences may be held as deemed appropriate by the Director.

6. Unsolicited Proposals

The PPEA permits the Park Authority to receive and evaluate unsolicited proposals from private entities to develop or operate a qualifying project.

The Park Authority may publicize its needs and may encourage or notify interested parties to submit proposals subject to the terms and conditions of the PPEA. When such proposals are received without issuance of a solicitation, the proposal shall be treated as an unsolicited proposal. Proposals received as a result of the Park Authority receiving an unsolicited proposal and then publishing a Notice of Receipt of Unsolicited Proposal will also be treated as unsolicited proposals.

To ensure the Park Authority receives the best value for any qualifying project, the Park Authority will seek and encourage competing unsolicited proposals when it receives an unsolicited proposal.

6.1 Decision to Accept and Consider Unsolicited Proposal; Notice

- 6.1.1 Upon receipt of any unsolicited proposal and payment of any required fee by the proposer, or proposers, the Director will determine whether to accept the unsolicited proposal for publication of notice and conceptual-phase consideration. If the Director determines not to accept the proposal and not to proceed to publication of notice and conceptual-phase consideration, the Director will return the proposal, together with all fees and accompanying documentation, to the proposer.
- 6.1.2 If the Director chooses to accept an unsolicited proposal for conceptual-phase consideration, the Director shall:

- 6.1.2.1 Determine pursuant to paragraph 10 of this policy whether to use procedures consistent with competitive sealed bidding or competitive negotiation of other than professional services, and if using competitive negotiation, indicate the justification, consistent with the PPEA and paragraph 10 of these guidelines, for proceeding in that manner, and the evaluation criteria to be used to evaluate the unsolicited proposal and competing unsolicited proposals. The use of, and justification for, competitive negotiation and the evaluation criteria should be approved by the Board for the project;
- 6.1.2.2 Determine what if any conditions that the Director will place upon the proposer and any competing proposers beyond those contained in these guidelines for going forward with the unsolicited proposal and for receiving competing unsolicited proposals;
- 6.1.2.3
 - (i) Prepare a short document entitled "Notice of Receipt of Unsolicited Proposal" for purposes of publication, and
 - (ii) Prepare a lengthier document entitled "Receipt of Unsolicited PPEA Proposal and Solicitation of Competing Proposals" that will not be published but will be available upon request.
- a. The Notice of the Receipt of Unsolicited Proposal shall state that the Park Authority (i) has received and accepted an unsolicited proposal under the PPEA, indicating very generally what the proposal contemplates, (ii) intends to evaluate the proposal, (iii) may negotiate a comprehensive agreement or interim agreement with the proposer based on the proposal, and (iv) will accept for simultaneous consideration any competing proposals that comply with these guidelines and the PPEA. The notice shall indicate that conditions have been imposed upon offerors for proceeding to the initial conceptual phase and inform them how to obtain the Receipt of Unsolicited PPEA Proposal and Solicitation of Competing Proposals containing the conditions and evaluation criteria for the procurement.
- b. The Director shall post the Notice of Receipt of Unsolicited Proposal in a public area regularly used by the Board for posting of public notices and on the Park Authority web site for a period of not less than 45 days. The Director shall also publish the same notice at least once in one or more newspapers or periodicals of general circulation in the area to notify any persons that may be interested in submitting competing unsolicited proposals, with the first such

publication to occur at least 45 days before competing proposals are due. In addition, the notice shall be advertised in *Virginia Business Opportunities* and posted on the Commonwealth's electronic procurement website at least 45 days before competing proposals are due. Competing proposals may be submitted to the Director during the period specified in the notice following the publication required above.

- c. The Receipt of Unsolicited PPEA Proposal and Solicitation of Competing Proposals shall contain the following information and shall be provided to prospective competing offers and members of the public on request:
 - (i) The instructions, terms and conditions applicable to the procurement;
 - (ii) A summary of the project proposed in the unsolicited proposal.
 - (iii) The evaluation criteria to be used for the procurement (which should be evaluation criteria approved by the Board for the project);
 - (iv) Instructions for obtaining any portions of the unsolicited proposal that are releasable; and
 - (v) such other instructions and information as the Director deems reasonable and desirable.
- d. Copies of unsolicited proposals are available to the public, upon request, pursuant to the Virginia Freedom of Information Act ("VFOIA"), except as exempted from release under the PPEA and VFOIA.

6.2 Initial Review at the Conceptual Stage

- 6.2.1 Only proposals complying with the requirements of the PPEA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format will be considered by the Director for further review at the conceptual stage. Content and format requirements for proposals at the conceptual stage are found at Section 7.1.
- 6.2.2 After reviewing the original proposal and any competing unsolicited proposals submitted during the notice period, the Director may determine:

- 6.2.2.1 Not to proceed further with any proposal,
- 6.2.2.2 To proceed to the detailed phase of review with the original proposal,
- 6.2.2.3 To proceed to the detailed phase with a competing proposal, or
- 6.2.2.4 To proceed to the detailed phase with multiple proposals.

However, the Park Authority may not proceed to the detailed phase with only one proposal unless it has determined in writing that only one proposer is qualified or that the only proposer to be considered is clearly more highly qualified than any other proposer.

7. Proposal Preparation and Submission

7.1 Proposal Content and Format for Submissions at the Conceptual Stage

The Director may generally require that proposals at the conceptual stage contain information in the following areas: (1) qualifications and experience, (2) project characteristics, (3) project financing, (4) project benefit and compatibility, and (5) any additional information as the Director may reasonably request. Conceptual-phase proposals should include an executive summary of the proposal at the beginning of the proposal. An unsolicited proposal shall include an executive summary not designated as "Confidential-Not Releasable under VFOIA" that describes the proposed qualifying project sufficiently so that potential competitors can reasonably formulate meaningful competing proposals from a review of the summary and publicly-available information. Unless otherwise indicated in the solicitation or Receipt of Unsolicited PPEA Proposal and Solicitation of Competing Proposals, as applicable, conceptual-phase proposals should contain the information indicated below in the format indicated below:

7.1.1 Qualifications and Experience

- 7.1.1.1 Identify the legal and organizational structure of the private entity and team making the proposal. If the private entity that would be signing any comprehensive agreement would be a corporation, limited liability company, limited partnership, or an entity formed especially for the project, state what guaranty of performance will be provided by other persons or entities that make up the team. Identify all known consultants, contractors, and subcontractors that may be involved with the project.

- 7.1.1.2 Describe the experience of the entities that are part of the team for the proposal, and the key principals and project managers involved in the proposed project, including experience with projects of comparable size and complexity.
- 7.1.1.3 Provide contact information of persons who may be contacted for further information.
- 7.1.1.4 Provide the current or most recent financial statements of the firm (audited financial statements to the extent available), and if the firm is a joint venture, limited liability company, partnership or entity formed specifically for this project, provide financial statements (audited if available) for the firm's principal venturers, members, partners, or stockholders that show that the firm or its constituents have appropriate financial resources and operating histories for the project.
- 7.1.1.5 Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (Va. Code § 2.2-3100, et seq.), as amended.

7.1.2 Project Characteristics

- 7.1.2.1 Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.
- 7.1.2.2 Identify and fully describe any work to be performed by the Park Authority or any other public entity.
- 7.1.2.3 Identify the proposed schedule for the work on the project, including sufficient time for the Park Authority's review and the estimated time for completion.
- 7.1.2.4 State assumptions related to ownership, legal liability, law enforcement and operation of the project and the existence of any restrictions on the Park Authority's use of the project.

7.1.3 Project Financing

- 7.1.3.1 Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment (e.g., design, construction, and operation), or both.

7.1.3.2 Clearly describe the underlying support and commitment required by the Park Authority under your recommended plan of finance. Include your expectation with regard to the Park Authority providing its general obligation or other obligation backing.

7.1.4 Project Benefit and Compatibility

7.1.4.1 Identify community benefits of the project.

7.1.4.2 Describe the project's compatibility with the affected jurisdictions' comprehensive plan (including related environmental, land use and facility standards ordinances, where applicable), infrastructure development plans, transportation plans, the capital improvements plan and capital budget or other government spending plan.

7.1.5 Any additional information as the Director may reasonably request

7.2 Proposal Content and Format for Submissions at the Detailed Stage

If the Director decides to proceed to the detailed phase of review with one or more proposals, the Director will specify the information to be provided by the private entity.

8. Proposal Evaluation and Evaluation Criteria

8.1 Manner of Evaluation and Use of Outside Professionals

Unless the Director directs a different manner of evaluation in writing, evaluations of proposals shall be by such persons or group or committee of persons as the Director may designate, subject to such review as the Board or Director may direct. Evaluations of proposals shall include, without limitation, analysis of the proposals' specifics, advantages, disadvantages, long-term costs, and short-term costs, using the evaluation criteria specified for the procurement. The Director shall engage the services of qualified professionals not employed by the Park Authority, which may include an architect, professional engineer, or certified public accountant, to provide an independent analysis as part of the evaluation. Notwithstanding the preceding sentence, if the Board determines that such analysis of proposals will be performed by NVRPA staff, the Director need not engage any such outside professionals.

8.2 Evaluation Criteria

Evaluation criteria for proposals and their relative importance should be specified in the solicitation, or Receipt of Unsolicited PPEA Proposal and Solicitation of Competing Proposals, as applicable, for the procurement concerned. Evaluation criteria may include the following factors, among others: (1) price; (2) the proposed cost of the qualifying facility; (3) the general reputation, industry experience and capability of the private entity; (4) the proposed design of the qualifying project; (5) the eligibility of the facility for accelerated selection, review, and documentation timelines under these guidelines; and (6) benefits to the public. If the evaluation criteria are not specified in the solicitation or Receipt of Unsolicited PPEA Proposal and Solicitation of Competing Proposals, then the criteria in the preceding sentence should be considered in the evaluation and selection of such PPEA proposals.

9. Comprehensive Agreements And Interim Agreements

- 9.1 Except as provided in 9.3, prior to developing or operating the qualifying project, the private entity whose proposal is selected shall enter into a comprehensive agreement with the Park Authority. **The Board will only enter into a comprehensive agreement if it determines that the qualifying project to be done pursuant to the comprehensive agreement serves the public purpose of the PPEA under the criteria of Va. Code § 56-575.4C.** Each comprehensive agreement shall define the rights and obligations of the Park Authority and the private entity whose proposal is selected with regard to the project.
- 9.2 The terms of the comprehensive agreement shall be tailored to address the specifics of the project and shall include, if applicable, but not be limited to:
 - 9.2.1 The delivery of maintenance, performance and payment bonds or letters of credit in connection with the development or operation of the qualifying project, including, without limitation, bonds or letters of credit that comply with Virginia Code §2.2-4337 for components of the qualifying project that include construction;
 - 9.2.2 The review and approval of plans and specifications for the qualifying project by the Park Authority;
 - 9.2.3 The rights of the Park Authority to inspect the qualifying project to ensure compliance with the comprehensive agreement;
 - 9.2.4 The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the qualifying project;

- 9.2.5 The monitoring of the practices of the private entity by the Park Authority to ensure proper maintenance, safety, use and management of the qualifying project;
- 9.2.6 The terms under which the private entity will reimburse the Park Authority for services provided;
- 9.2.7 The policy and procedures that will govern the rights and responsibilities of the Park Authority and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity, including the conditions governing assumption of the duties and responsibilities of the private entity by the Park Authority and the transfer or purchase of property or other interests of the private entity by the Park Authority;
- 9.2.8 The terms under which the private entity will file appropriate financial statements on a periodic basis.
- 9.2.9 The mechanism by which user fees, lease payments, or service payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be the same for persons using the facility under like conditions and that will not materially discourage use of the qualifying project;
 - 9.2.9.1 A copy of any service contract shall be filed with the Park Authority.
 - 9.2.9.2 A schedule of the current user fees or lease payments shall be made available by the private entity to any member of the public upon request.
 - 9.2.9.3 Classifications according to reasonable categories for assessment of user fees may be made.
- 9.2.10 The terms and conditions under which the Park Authority will contribute financial resources, if any, for the qualifying project;
- 9.2.11 If the private entity is a "shell" entity, such as a limited liability company, limited partnership, or corporation, that lacks its own substantial resources and operating history and that will depend on its members, partners, shareholders or others for resources to perform, then guarantees of performance by such private entity's principal members, etc., or other similar arrangements that adequately assure performance.

9.2.12 The procedures at paragraph 12 of this policy; and

9.2.13 Other requirements of the PPEA or provisions that the Board determines serve the public purpose of the PPEA.

9.3 In exceptional circumstances, the Board may enter into an "Interim Agreement" within the meaning of the PPEA prior to or in connection with the negotiation of a comprehensive agreement for a qualifying project when doing so clearly is in the Park Authority's best interests. The Board will only enter into an interim agreement if it determines that the qualifying project that is the subject of the interim agreement serves the public purpose of the PPEA under the criteria of Va. Code § 56.575.4.C. As a matter of policy, the Board does not favor entry into "Interim Agreements" with proposers because this technique tends to reduce competition and competitive negotiations. In particular, entry into an "Interim Agreement" with a proposer without first reaching an agreement as to the material terms of a comprehensive agreement, particularly as to Guaranteed Maximum Price, scope of work, and quality of work, generally would tend to eliminate most of the Board's ability to obtain the best value through competitive negotiations with two or more proposers. Accordingly, use of "Interim Agreements" is strongly disfavored by the Board, and their use must be fully justified.

9.4 Any comprehensive agreement, any interim agreement, and any amendments thereto shall first be approved by the Board and executed in writing by persons having the authority to do so.

9.5 Any material violation of paragraph 4.1.4 of these guidelines by a proposer shall give the Park Authority the right to terminate the agreement with that proposer, withhold payment or other consideration due, and seek any other remedy available at law or in equity.

9.6 As required by Va. Code § 56-575.9.F., when the Park Authority enters into an agreement pursuant to the PPEA, a copy should be submitted to the Auditor of Public Accounts within 30 days thereafter at the following address:

Audit of Public Accounts
P.O. Box 1295
Richmond, VA 23218

The copy should be sent by certified-mail, return receipt requested, with a copy of the forwarding letter and return-receipt kept in the procurement file.

10. Adoption of Certain Portions of the Virginia Public Procurement Act and Use of Competitive Negotiation and Competitive Sealed Bidding Procedures.

- 10.1 The provisions of the Virginia Public Procurement Act, Va. Code § 2.2-4300, et seq., shall not apply to procurements by the Park Authority under the PPEA except as follows:
 - 10.1.1 The definitions of "competitive sealed bidding" and "competitive negotiation" of other than professional services in Va. Code § 2.2-4301 are hereby adopted.
 - 10.1.2 The provisions of Va. Code §2.2-4310 shall apply to all PPEA procurements.
 - 10.1.3 The provisions from the Ethics in Public Contracting Act, Va. Code § 2.2-4367 through 2.2-4377, shall apply to all PPEA procurements.
 - 10.1.4 The provisions of Va. Code §2.2-4343 are adopted as additional authority for parts of this policy.
 - 10.1.5 The provisions of Virginia Code §2.2-4337 apply to bonds or letters of credit for any components of a qualifying project involving construction.
- 10.2. Before accepting any unsolicited proposal or before issuing any solicitation for proposals, the Park Authority will determine whether it will proceed to evaluate proposals using either:
 - 10.2.1 "Competitive sealed bidding", as defined in Va. Code § 2.2-4301.
 - 10.2.2 "Competitive negotiation" of other than professional services as defined in Va. Code § 2.2-4301.
- 10.3 The Park Authority may proceed using competitive negotiation procedures described in 10.2.2 above only if it first makes a written determination pursuant to Virginia Code § 56-575.16.2 that doing so is likely to be advantageous to the Park Authority and the public based upon either (i) the probable scope, complexity or priority of the project, or (ii) the risk sharing, including guaranteed cost or completion guarantees, added value, or debt or equity investments proposed, or (iii) the increase in funding, dedicated revenue source or other economic benefit that would otherwise not be available.

11. Terms and Conditions on Proposal Submission

- 11.1. The following terms and conditions apply to submission of any proposals to the Park Authority pursuant to the PPEA, whether unsolicited, competing unsolicited, or solicited, and by submitting any proposal to the Park Authority, the private entity submitting the proposal agrees to them.
 - 11.1.1. Neither these guidelines, nor any request or solicitation, nor the Park Authority's receipt or consideration of any proposal shall create any contract, express or implied, any contractual obligation by the Park Authority or by any of its board members, officer, agents, or employees to any proposer or any other obligation by the Park Authority or by any of its board members, officers, agents, or employees to any proposer. The Park Authority makes no promise, express or implied, regarding whether it will enter into a comprehensive agreement or interim agreement with any proposer or regarding the manner in which it will consider proposals. The Park Authority will only be bound by the terms of any comprehensive agreement(s) or interim agreement(s) into which it enters should it choose to enter into any such agreements.
 - 11.1.2. The Park Authority will not be responsible for any expenses incurred by a proposer in preparing and submitting a proposal or in engaging in oral presentations, discussions, or negotiations.
 - 11.1.3. Proposers may be required to make an oral presentation or oral presentations of their proposal in Fairfax County at their own expense. The Director may request the presence of proposers' representatives from their development, financial, architectural engineering and construction teams at these presentations. The Director will schedule the time and location for these presentations. By submitting its proposal, the proposer agrees to make these representatives reasonably available in Fairfax County.
 - 11.1.4. The Park Authority reserves the right of the Director to waive any informalities with respect to any proposal submitted.
 - 11.1.5. The Board and the Director reserve the right to accept or reject any and all proposals received, in whole or in part, and to negotiate separately in any manner necessary to serve the best interests of the Park Authority. Any procurement under these guidelines may result in multiple awards to multiple offerors.
 - 11.1.6. The Board and Director reserve the right to reject any and all proposals without explanation.

- 11.2 The provisions of this paragraph 11 of these guidelines shall apply automatically to all PPEA procurements by the Park Authority.
- 11.3 The Park Authority will not discriminate against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment or procurement.

12. Disputes, Claims, and Other Matters Arising Under or Relating to any Comprehensive Agreement or Interim Agreement

- 12.1 The following provisions apply to any disputes, claims or other matters (collectively "claim" for purposes of these guidelines) arising under or relating to any comprehensive agreement or interim agreement entered into pursuant to the PPEA by the Park Authority on the one hand ("Owner"), and any private entity ("Contractor"), on the other hand. Any claim arising under or relating to any comprehensive agreement or any interim agreement shall only be resolved by the parties as follows:
 - 12.1.1 The Contractor shall give Owner written notice of any claim for any additional compensation, damages, delay or other relief within ten (10) days of the beginning of the occurrence of the event leading to the claim being made and shall submit the actual claim and any supporting data within thirty (30) days after the occurrence giving rise to the claim ends. The written notice shall be a document addressed to the Owner that clearly states Contractor's intention to make a claim and the occurrence involved and shall be transmitted in a manner to ensure prompt receipt by Owner. The claim must be certified under oath as true and correct by a principal of Contractor. The "occurrence" means the condition encountered in the field giving rise to the claim and not a later dispute about payment for that condition. Claims of time impacts will be resolved as they occur, and no claims of cumulative impacts or deferral of claimed time impacts will be allowed. Complete satisfaction of this subparagraph 12.1 is an absolute prerequisite for Contractor to pursue a claim, dispute, or other matter arising under or relating to the agreement. Failure by Contractor to satisfy this paragraph 12.1 shall constitute a waiver by Contractor of the claim for which such failure occurs.
 - 12.1.2 The parties shall first endeavor to resolve any claims in question between them through direct negotiations, and if such direct negotiations fail, by non-binding mediation conducted pursuant to the Rules of the American Arbitration Association, with the site of the mediation being Fairfax, Virginia. Should the claim in question remain unresolved for the shorter of (i) following negotiation and mediation, or (ii) more than 90 days after mediation is requested by a party, either party may proceed in accordance

with 12.1.3 below. However, nothing in this paragraph 12.1.2 excuses Contractor from compliance with all the provisions of 12.1.

- 12.1.3 If the procedures of 12.1.2 have been followed, but, more than 90 days have passed since a party has invoked mediation, and the claim in question remains unresolved, then either party may institute a lawsuit or chancery action, as appropriate, in the Circuit Court of Fairfax, Virginia, and may thereafter pursue all available appeals in Virginia state courts, to the extent they have jurisdiction.
- 12.1.4 Nothing in paragraphs 12.1.2 and 12.1.3 shall prevent a party from seeking temporary injunctive or other temporary equitable relief in the Circuit Court of Fairfax County if circumstances so warrant.
- 12.1.5 In the event of any claim arising, Contractor shall continue its performance diligently during its pendency as if no claim in question had arisen. During the pendency of any claim in connection with the payments of moneys, Contractor shall be entitled to receive payments for non-disputed items, subject to any right of set-off by Owner.
- 12.1.6 These procedures and the provisions of the comprehensive agreement supercede any right at common law by Contractor for a claim of material breach or for rescission of the agreement.
- 12.1.7 These procedures shall be deemed automatically incorporated by reference into any agreement entered into by the Park Authority pursuant to the PPEA.
- 12.1.8 For purposes of these procedures, "Owner" means the Park Authority, and "Contractor" means the private entity or entities entering into the agreement with the Park Authority, as well as Contractor's successors, assigns, sureties or others claiming through Contractor.
- 12.2 The Director may further supplement paragraph 12 of this policy with the terms and conditions of any agreements.

13. Protests of PPEA Procurements

The following are the exclusive procedures for contesting or challenging (protesting) (a) the terms or conditions of any solicitation of proposals by the Park Authority pursuant to the PPEA, (b) nonselection of a PPEA proposal for further consideration, and (c) the selection of any PPEA proposal for entry into a comprehensive agreement or interim agreement or the entry into a comprehensive agreement or interim agreement under the PPEA:

- 13.1 Any protest to any term or condition of a solicitation or any term or condition imposed by the Park Authority must be made in writing and delivered to the Director so it is received by the Director before proposals are due. Otherwise, any such protest shall be deemed to be waived. The address of the Director is 5400 Ox Road, Fairfax Station, Virginia 22039.
- 13.2 A protest of a decision not to select a PPEA proposal for further consideration may only be made by the entity who submitted the proposal at issue. A protest of a decision to select a PPEA proposal for entry into an agreement or to enter into an agreement may only be made by an entity who submitted a proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the decision. Protests shall only be granted if (1) the protester has complied fully with this paragraph 13 and there has been a violation of law, these guidelines, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.
- 13.3 Any entity desiring to protest a decision not to select a PPEA proposal for further consideration, to select a PPEA proposal for entry into an agreement, or to enter into an agreement shall submit the protest in writing and deliver it so that it is received by the Director not later than 5 business days after announcement of the decision. Otherwise any such protest shall be deemed to be waived.
- 13.4 The Director shall issue a written decision on a protest within 10 business days of its receipt by the Director.
- 13.5 If the protest is denied, the protester may only appeal the denial or otherwise contest or challenge the procurement by then filing suit in the Circuit Court for Fairfax, Virginia, and serving the Park Authority with such suit within 10 days of such denial. Otherwise, the protester's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.
- 13.6 The exclusive relief allowed if a protest is granted is to void the decision being protested. Under no circumstances will any monetary relief be allowed.
- 13.7 Strictly following these procedures shall be a mandatory prerequisite for any challenge of any nature to a decision by the Park Authority relating to terms and conditions of a PPEA solicitation or terms and conditions imposed by the Director, nonselection of a PPEA proposal for further consideration, selection of a PPEA proposal, or entry into an agreement. A failure to follow all these procedures strictly shall constitute a waiver by the protestor of any right to challenge judicially a decision (a) as to terms or conditions in a PPEA solicitation or imposed by the Park Authority,

(b) not to select a PPEA proposal for further consideration, (c) to select a PPEA proposal, or (d) to enter into an agreement.

14. Timelines for Selecting Proposals and Negotiating Agreements and Accelerated Timelines for Priority Qualifying Facilities

- 14.1 Normal expected timelines for selecting proposals and negotiating an interim agreement or comprehensive agreement are set out at Appendices A , B and C hereto. Appendix A sets out the normal expected timeline for a PPEA procurement initiated by an unsolicited proposal. Appendix B sets out the normal expected timeline for a PPEA procurement solicited by the Park Authority using the two-part process. Appendix C sets out the normal expected timeline for a PPEA procurement solicited by the Park Authority using the one-part process.
- 14.2 For projects deemed a priority by the Park Authority or the Director, the timelines may be accelerated.
- 14.3 The Director should generally adhere to these timelines in PPEA procurements, but the Director may deviate from them when it is in the Park Authority's interests to do so.

15. Proposers' Agreement to Terms and Conditions of This Policy

The Director shall require as a condition of accepting any proposal for consideration that its proposer agree to be bound by all the terms and conditions of this policy. Proposers shall submit with any proposal the certification that is set out at Appendix D hereto.

APPENDIX A

Projected Procurement Timeline for NVRPA PPEA Procurement Initiated By Unsolicited Proposal Using Two-Part Process

Activity Number	Date	Activity	Guidelines Reference
1	D	Receipt of Unsolicited Proposal	6.1.1
2	D+45	Decide whether to accept Unsolicited Proposal, whether to use competitive negotiation, and what conditions to impose	6.1.2.1 and 6.1.2.2
3	D+75	Prepare Notice of Unsolicited Proposal, Receipt of Unsolicited Proposal, and Post and Publish	6.1.2.3
4	D+135	Receive Competing Conceptual -Phase Proposals	6.2
5	D+195	Evaluate Conceptual -Phase Proposals, decide whether to proceed. If proceeding, select proposers to invite to submit, and invite submission of Detailed -Phase Proposals	6.2.2
6	D+225	Receive Detailed -Phase Proposals	
7	D+270	Evaluate Detailed -Phase Proposals, conduct interviews, and select proposers for negotiation of Agreement	
8	D+315	Negotiate Interim Agreement or Comprehensive Agreement	
9	D+330	Obtain Approval by Board	

APPENDIX B

Projected Procurement Timeline for NVRPA PPEA Procurement Solicited By Request for Proposals (“RFP”) Using Two-Part Process

Activity Number	Date	Activity	Guidelines Reference
1	D	Initiate procurement under PPEA. Decide whether to use competitive negotiation and issue RFP.	5.1 & 5.2
2	D+45	Receive Conceptual -Phase Proposals	
3	D+90	Evaluate Conceptual -Phase Proposals and decide whether to proceed. If proceeding under PPEA, select proposers to invite to submit, and invite submission of Detailed -Phase Proposals	
4	D+135	Receive Detailed -Phase Proposals	
5	D+180	Evaluate Detailed -Phase Proposals, conduct interviews, and select proposers for negotiation of Agreement	
6	D+225	Negotiate Interim Agreement or Comprehensive Agreement	
7	D+240	Obtain Approvals by Board	

APPENDIX C

Projected Procurement Timeline for NVRPA PPEA Procurement Solicited By Request for Proposals (“RFP”) Using One-Step Process

Activity Number	Date	Activity	Guidelines Reference
1	D	Initiate procurement under PPEA. Decide whether to use competitive negotiation and issue RFP.	5.1 & 5.2
2	D+45	Receive Detailed Proposals	
3	D+90	Evaluate Detailed-Phase Proposals, conduct interviews, and select proposers for negotiation of Agreement	
4	D+120	Negotiate Interim Agreement or Comprehensive Agreement	
5	D+135	Obtain Approvals by Board	

APPENDIX D

Proposer's Certification

Proposer's Name: _____

Proposer's Address

Proposer's:

Telephone No.: _____

Facsimile No.: _____

E-mail Address: _____

Proposer's or Proposer's Contractor's Virginia Class A General Contractor's
License Number _____

Proposer's or Proposer's Architects and Engineers Virginia Registration
Numbers: _____

After first being placed under oath, I hereby certify that I have authority to submit this proposal on behalf of the proposer whose name appears above, that I am a principal of the proposer, that the proposer hereby agrees to all of the terms and conditions in Northern Virginia Regional Park Authority's Guidelines for Implementation of the Public-Private Education Facilities and Infrastructure Act of 2002, as amended, that neither the proposer nor any member of its team or their principals is currently suspended or debarred from public contracting by any federal, state or local government entity, that I have taken reasonable steps to ascertain the accuracy of all the information contained in this proposal and this certification, and that the information in this proposal and certification is accurate to the best of my knowledge or information and belief.

Signature

Printed/Typed Name

Title (Principal of Proposer)

Commonwealth of Virginia :
 : to wit
Park Authority/City of _____ :

On _____, 2006, _____, (same name as above) appeared
before me, and after satisfying me of his/her identity and after being
placed under oath, swore to the truthfulness of the above statement.

Notary Public

My commission expires: _____

(If applicable) the proposer acknowledges receipt of the following agenda:

Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____