

George Mason University

# CONCEPTUAL REQUEST FOR PROPOSAL

Institute for Digital InnovAtion  
Arlington Campus



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360,000 SF for university R&D labs, classrooms, and offices, corporate innovation centers, incubators/accelerators and coworking facilities, collaboration and convening spaces, and retail

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# Contact

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(703) 993-9220

[arlingtonforward.gmu.edu](http://arlingtonforward.gmu.edu)





# Table of Contents

<b>I.</b>	ANTICIPATED PROCUREMENT SCHEDULE	07
<b>II.</b>	INVITATION	08
<b>A.</b>	CONCEPTUAL REQUEST FOR PROPOSAL	09
<b>III.</b>	CONTRACTING ENTITY	12
<b>A.</b>	GEORGE MASON UNIVERSITY OVERVIEW	12
<b>B.</b>	UNIVERSITY MISSION STATEMENT	12
<b>C.</b>	NO LIABILITY	13
<b>IV.</b>	IDIA PROJECT OVERVIEW	14
<b>A.</b>	PROJECT BACKGROUND AND GOALS	18
<b>B.</b>	ANTICIPATED PROJECT DEVELOPMENT SPATIAL PROGRAM	19
<b>C.</b>	ANTICIPATED TRANSACTION AND OWNERSHIP STRUCTURE	20
<b>1.</b>	PROJECT AGREEMENT	20
<b>2.</b>	OWNERSHIP STRUCTURE	20
<b>3.</b>	DESIGN AND CONSTRUCTION SCOPE	20
<b>4.</b>	FUNDING AND FINANCING	20
<b>V.</b>	INFORMATION TO BE SUBMITTED BY RESPONDERS	21
<b>A.</b>	QUALIFICATION AND EXPERIENCE	21
<b>B.</b>	PROJECT CHARACTERISTICS AND STATEMENT OF UNDERSTANDING	23
<b>C.</b>	PROJECT FINANCING	24
<b>D.</b>	PROJECT BENEFIT AND COMPATIBILITY	24
<b>VI.</b>	FEES REQUIRED WITH SUBMISSION	25
<b>VII.</b>	PROCUREMENT PROCESS AND CRITERIA FOR REVIEW OF PROPOSALS AND SELECTION	25
<b>A.</b>	PROCUREMENT PROCESS	25
<b>B.</b>	NO OBLIGATION	25
<b>C.</b>	INITIAL REVIEW OF PROPOSALS UNDER THE CONCEPTUAL PHASE SUBMITTAL	25
<b>D.</b>	REVIEW COMMITTEE	25
<b>E.</b>	CRITERIA FOR SELECTION AND EVALUATION	25
<b>1.</b>	QUALIFICATIONS AND EXPERIENCE	26
<b>2.</b>	PROJECT CHARACTERISTICS	26
<b>3.</b>	PROJECT FINANCING	26
<b>4.</b>	PROJECT BENEFIT AND COMPATIBILITY	26
<b>5.</b>	INNOVATION, TECHNOLOGY, AND SUSTAINABILITY	26
<b>6.</b>	OTHER FACTORS	26
<b>F.</b>	DETERMINATION TO PROCEED TO DETAILED PHASE OF REVIEW	27
<b>G.</b>	DETAILED PHASE OF REVIEW	27
<b>1.</b>	CAPITAL IMPROVEMENTS	27
<b>2.</b>	RIGHT TO REJECT ALL PROPOSALS AND ENGAGE IN BEST AND FINAL OFFERS	27
<b>3.</b>	PROPOSED ACQUISITION STRATEGY	28
<b>4.</b>	PROJECT TEAM/ STAFFING	28
<b>VIII.</b>	QUESTIONS OR ADDITIONAL INFORMATION	29
<b>IX.</b>	PROPOSAL DUE DATE AND SUBMITTAL INSTRUCTIONS	29
<b>A.</b>	PROPOSAL DUE DATE	29
<b>B.</b>	PROPOSAL SUBMITTAL INSTRUCTIONS	29
<b>1.</b>	FORMAT FOR PROPOSALS	29
<b>2.</b>	PROPOSAL SECTIONS: THE PROPOSALS SHOULD INCLUDE THE FOLLOWING TABBED SECTIONS	30
<b>3.</b>	SEPARATION AND MARKING OF CONFIDENTIAL INFORMATION AND/OR PROPRIETARY	30
<b>APPENDIX A</b>		32
<b>APPENDIX B</b>		34



Facilities Division

4400 University Drive, MS 1E4, Fairfax, Virginia 22030  
 Phone: (703) 993-9220

CONCEPTUAL STAGE REQUEST FOR PROPOSALS (RFP) UNDER THE VIRGINIA PUBLIC PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ACT (PPEA)

**RFP NUMBER: 247-18482-PPEA**

<b>Issue Date</b>	Tuesday, February 4th, 2020
<b>Title</b>	Institute for Digital InnovAtion and Parking Facility
<b>Issuing Agency</b>	Commonwealth of Virginia George Mason University 4400 University Drive, MSN 1E4 Fairfax, VA 22030
<b>Location of Work</b>	George Mason University, Arlington Campus
<b>Period of Performance</b>	2020 – 2025
<b>Sealed Proposal Due Date and Time</b>	Tuesday, March 31st, 2020 at 2:00 PM EST  Proposals must reach the above address by the deadline stated. Proposals will not be opened in public.
<b><u>If proposals are mailed, send directly to Issuing Agency shown above. If proposals are hand delivered, deliver to</u></b>	George Mason University Facilities Administration Building 4400 University Drive MSN 1E4 Fairfax, Virginia 22030  (Please note that the intersection of Patriot Circle and Rivanna River Way is under construction. See instruction for Detour.)
<b>Questions/Inquiries</b>	All inquiries for information should be sent by Tuesday, March 3rd, 2020 and directed to:  Alex Iszard, Director of Contracts & Capital Finance  Email: fcontrac@gmu.edu Phone: (703) 993-9220
<b>Pre-Submittal Meeting</b>	Tuesday, February 25th, 2020 at 1:30 PM  Please RSVP: <a href="https://facilities.gmu.edu/projects/planning/ida-rsvp/">https://facilities.gmu.edu/projects/planning/ida-rsvp/</a>

In Compliance with This Request for Proposal and To All the Conditions Imposed Therein and Hereby Incorporated by Reference, The Undersigned Offers and Agrees to Furnish the Goods/Services in Accordance with The Attached Signed Proposal or As Mutually Agreed Upon by Subsequent Negotiations.

**Name and Address of Firm:**

**Title:**

**Date:**

**Signature:**

**By:**

This public body does not discriminate against faith-based organizations or against a Bidder/Proposer because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.



## ANTICIPATED PROCUREMENT SCHEDULE

CONCEPTUAL STAGE REQUEST FOR PROPOSALS (RFP) UNDER THE VIRGINIA PUBLIC PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ACT (PPEA)

<b>Conceptual RFP Issuance</b>	Tuesday, February 4th, 2020
<b>Conceptual RFP Pre-Submittal Meeting</b>	Tuesday, February 25th, 2020 1:30 – 3:30 PM Mason Arlington Campus <a href="https://facilities.gmu.edu/projects/planning/idea-rsvp/">https://facilities.gmu.edu/projects/planning/idea-rsvp/</a>
<b>Conceptual RFP Question Deadline</b>	Tuesday, March 3rd, 2020
<b>Responses to Conceptual RFP Questions</b>	Tuesday, March 10th, 2020
<b>Conceptual RFP Submission Deadline</b>	Tuesday, March 31st, 2020 at 2:00 PM EST
<b>Shortlist Notification</b>	Tuesday, May 12th, 2020
<b>Detailed RFP Issuance</b>	June 2020
<b>Site Visits of Shortlisted Developer Projects</b>	June 2020
<b>Detailed RFP Submission</b>	September 2020
<b>Shortlisted Developer Interviews</b>	September 2020
<b>Negotiations with Selected Developer</b>	October 2020 – March 2021
<b>IDIA Substantial Completion</b>	May 2025

Official posting: [www.eva.virginia.gov](http://www.eva.virginia.gov)



## INVITATION

George Mason University (“Mason” or “University”) is seeking a development team (“Developer”) to partner and work closely with to design, build, finance, operate, and maintain a new Institute for Digital InnovAtion (“IDIA” or “Project”) on the Mason Arlington, VA campus in accordance with the Public Private Education Facilities and Infrastructure Act of 2002 and the PPEA Guidelines adopted by Mason (these documents may be found online at <https://facilities.gmu.edu/wp-content/uploads/2019/11/PPEA-Guidelines.pdf>). Mason has spent considerable time and resources studying and identifying functional requirements for the Project, which include:

- university R&D and instructional labs, classrooms, offices, and collaboration spaces;
- commercially available retail;
- R&D labs and offices for advanced industry tenants, including co-working tenants;
- parking facilities;
- smart and green building technologies;
- advanced cyberinfrastructure, including cutting-edge computing, data, and networking elements essential to digital innovation; and
- public spaces and exterior and streetscape enhancements.

The Project will support the transformation of Mason’s Arlington campus and simultaneously enhance the Rosslyn–Ballston (R-B) innovation corridor. Reflecting the new urban geography of innovation, the Project will co-locate academic research and educational programs, corporate innovation labs, innovation-centric convening and community programs, high-growth-companies,

related incubator and accelerator programs, and retail amenities. With a diversity of residential options in the immediate vicinity of the campus, innovators will be able to learn, live, work and play in a dynamic and highly collaborative environment.

This solicitation represents the first-stage (“Conceptual RFP”) of a two-stage Request for Proposal process through which the University intends to select a Developer with which it may negotiate and enter into agreements for the planning, development and operation of the Project. Mason will leverage public funding utilizing the Public-Private Education and Infrastructure Act (“PPEA”) to contract and finance the academic supporting scope of the Project. Developers responding to this Conceptual RFP (herein referred to as “Proposers”) will be responsible for funding and financing for proposed including the retail, corporate innovation, and related parking components. The University anticipates funding and financing parking construction to support 150 Mason reserved parking spaces.

The University anticipates the Conceptual RFP process will conclude May 2020. At the conclusion of the Conceptual RFP process, the University will select a short list of Development Teams to enter the second-stage of the RFP process.

Proposal submissions in response to this Conceptual RFP are due no later than Tuesday, March 31st, 2020 at 2:00 PM EST.

### Mason IDIA

1<sup>ST</sup>



Digital innovation center  
on the East coast

225,00 SF



Mason-owned and  
operated facilities

>1 AC



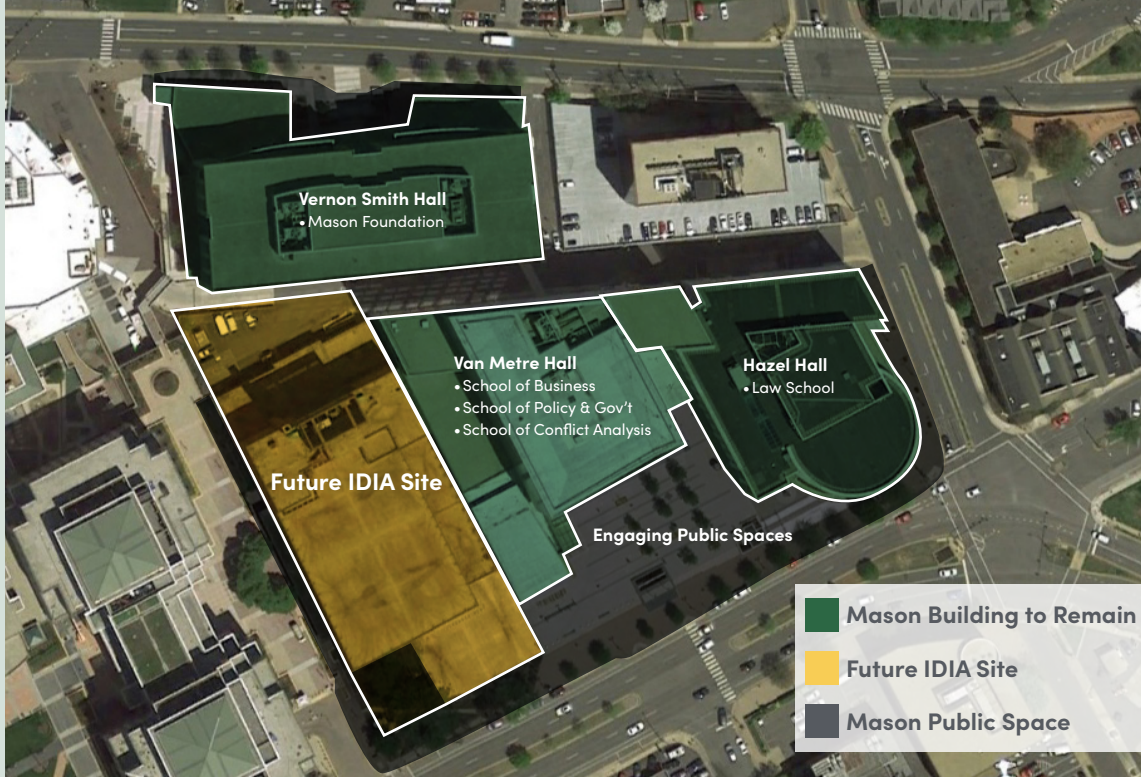
Size of  
IDIA site

135,000 SF



Developer-owned and  
operated corporate  
innovation, corporate  
offices, and retail  
facilities





## A. CONCEPTUAL REQUEST FOR PROPOSAL

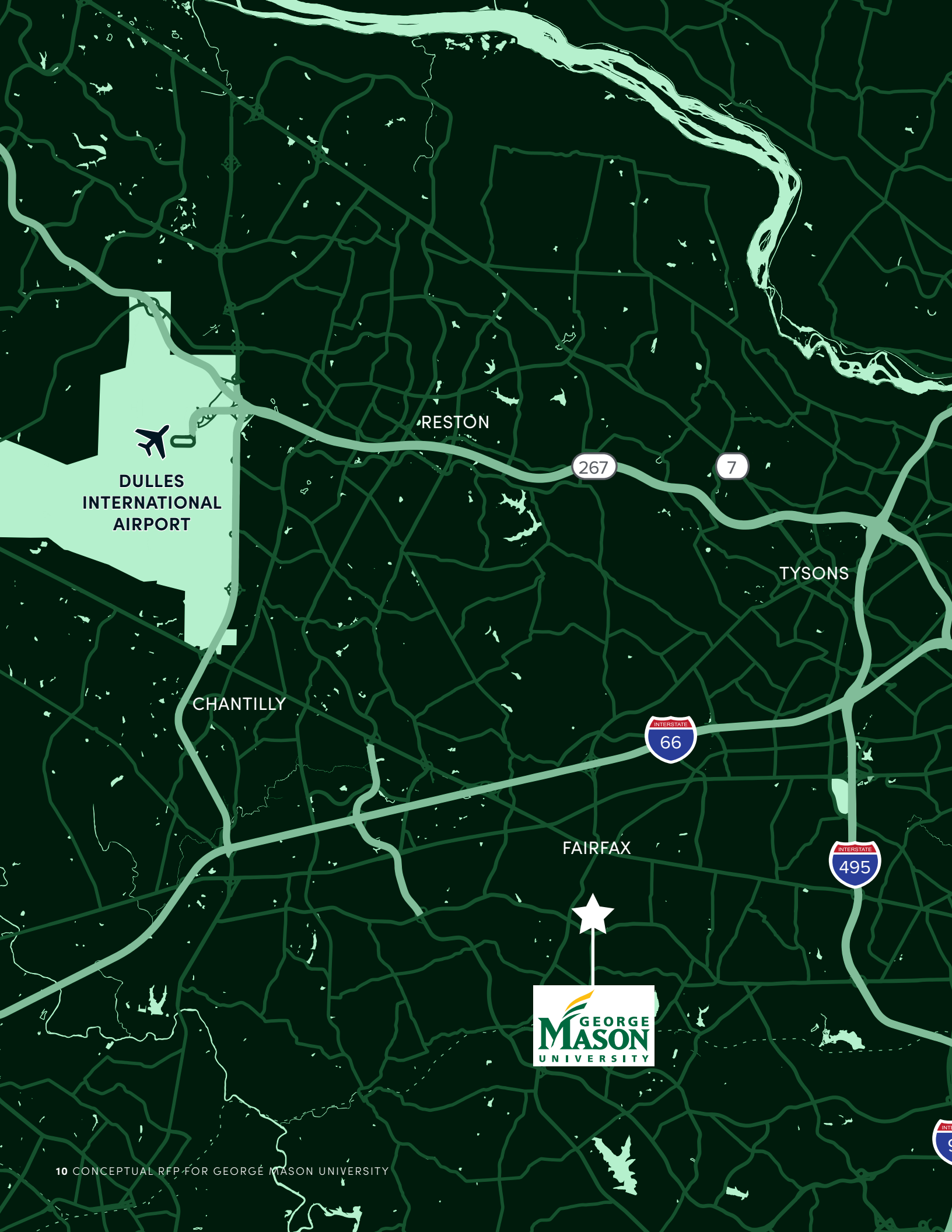
This is a “Conceptual Stage” solicitation under the PPEA. Under a solicitation for a Conceptual Stage Proposal, responders are expected to 1) indicate interest in the Project, 2) demonstrate the qualifications of their team to carry out the Project, and 3) submit information regarding their concept(s) for carrying out the Project. Assuming one or more proposals at the conceptual stage are acceptable to George Mason University, it may then invite one or more responders to proceed to a “Detailed Proposal” stage for final consideration.

The Virginia General Assembly enacted the PPEA in 2002 (the “Act”) to encourage proposals from private companies to state and local governments to create innovative public-private partnerships. Although the title of the act refers to education facilities, the definition of “Qualifying Projects” is broad enough to allow for development of a wide range of projects if the state or local government determines there is a need for the project and that private involvement may provide the project to the public in a timely and cost-effective fashion. Included among the definitions of Qualifying Projects under the Act are “any improvements necessary or desirable to any unimproved locally or state-owned real estate.” The Virginia General Assembly has enacted procedures under which State Agencies can consider proposals submitted under the Act. A copy of the University-specific PPEA guidelines (the “Guidelines”) can be accessed

at the following website address: <https://facilities.gmu.edu/wp-content/uploads/2019/11/PPEA-Guidelines.pdf>).

Any and all Conceptual Proposals received by the University shall be retained by the University and shall not be returned to the Proposers. The University’s Project personnel reserve the right to visit the office(s) of a Proposer to verify any claim(s) made by a Proposer regarding staff, facilities, capabilities, qualifications and any other reasonable concerns that may arise on the part of the University. In such an event, the Proposer must make every reasonable attempt to clarify any concerns expressed by the University’s personnel at that time. The University shall not be responsible for any costs incurred by a Proposer in the preparation and submittal of a Proposal.

In the event the Proposer discovers an error in its Proposal after it has been submitted, attention may be drawn to the error in writing and an amendment to the Proposal submitted to the University, provided the amendment has been received by the University on or before the date and time fixed for receipt of Proposals. The amendment will be accepted and shall be treated with equal force as the balance of the originally submitted Proposal. If an error is discovered after the time and date of receipt of the RFP, the Proposer may withdraw, without penalty, from consideration, but the error correction will not be accepted by the University.



DULLES  
INTERNATIONAL  
AIRPORT

RESTON

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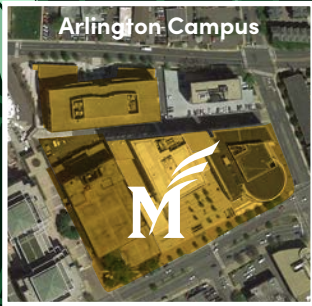
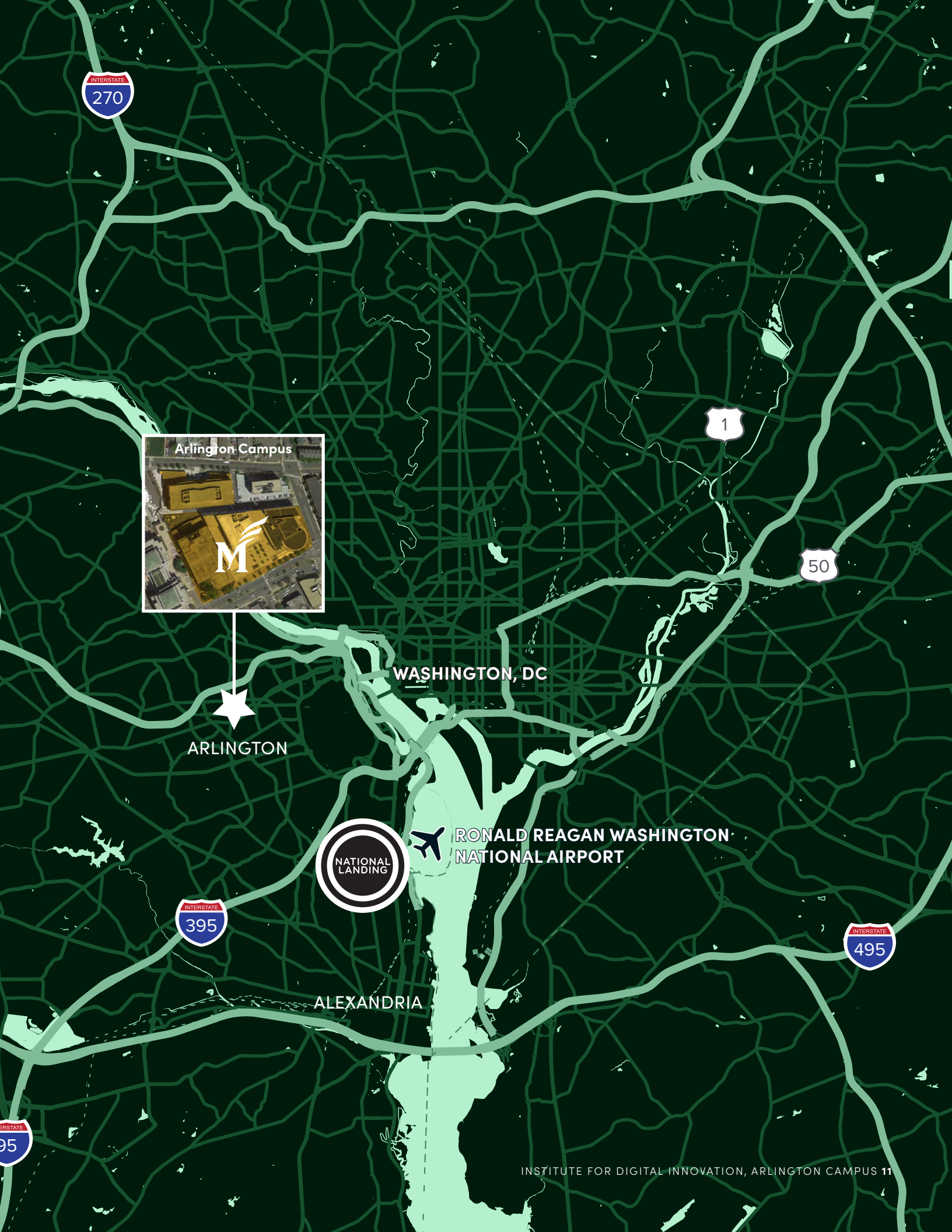
TYSONS

CHANTILLY



FAIRFAX





WASHINGTON, DC

ARLINGTON



RONALD REAGAN WASHINGTON NATIONAL AIRPORT



ALEXANDRIA





## CONTRACTING ENTITY

This procurement is being undertaken by Mason under the authority of the Act and the Guidelines.

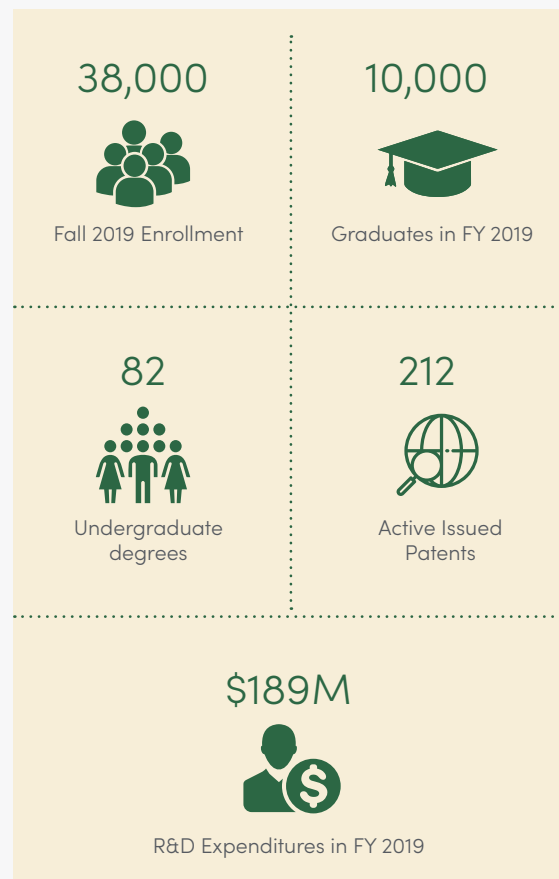
### A. GEORGE MASON UNIVERSITY OVERVIEW

Mason is a public, coeducational, residential university with three (3) campuses in Virginia and one (1) in Songdo, Korea. An R1 Carnegie Classified institution, it is Virginia's largest public research university with students from all 50 states and 131 countries and a residential population of more than 6,000 students. The University's enrollment in the fall of 2019 was ~38,000 students (~27,000 undergraduate and 11,000 graduate). Mason has 10 schools and colleges that offer 82 undergraduate programs, 131 graduate programs, and a law degree for a total of 217-degree programs. The University is the largest producer of tech talent in the Commonwealth of Virginia, enrolling more than 8,000 undergraduate and graduate students in its computing programs today.

The University is accredited by the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") as well as numerous professional organizations for specific academic programs. SACSCOC is one of the six regional accreditation organizations recognized by the United States Department of Education and the Council for Higher Education Accreditation.

Mason is Aa3 rated by Moody's Investors Service. According to Moody's assessment, "The Aa3 rating reflects Mason's excellent strategic position and market strength as a growing comprehensive public university serving northern Virginia, with operating revenue in the \$900 million range and more than 37,000 headcount students". Despite declining enrollment pressures at institutions of higher education across the nation Mason

welcomed its largest class of first year students in 2019 and is responsible for 64% of the net public university enrollment growth in Virginia during the last eight years.<sup>1</sup>



### B. UNIVERSITY MISSION STATEMENT

Mason is a public, comprehensive, research university established by the Commonwealth of Virginia in the National Capital Region and is an innovative and inclusive academic community committed to creating a more just, free and prosperous world.

<sup>1</sup><https://www2.gmu.edu/news/580051> - Mason earns Aa3 rating from Moody's Investors Service

### C. NO LIABILITY

Neither the University nor any of its respective representatives, advisors or consultants hereby make, or shall be deemed to have made, any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein or in any information otherwise provided, whether orally or in writing, except for representations or warranties expressly stated as such in a definitive contractual agreement executed between the University and the Developer. Neither the receipt of this Conceptual RFP, nor any information contained herein or supplied herewith or subsequently communicated to any Person, whether orally or in writing, in connection with the Project involving the University or its representatives, advisors or consultants shall constitute, or be interpreted as constituting, the giving of financial, legal, technical or other advice.

The issuance of this Conceptual RFP does not constitute, and none of the information set forth herein constitutes, a formal offer to enter into an Agreement, nor does this Conceptual RFP obligate the University or any other entity to proceed with the procurement described herein.

Neither Mason, nor any of its representatives, advisors or consultants shall be held liable or responsible, fiscally or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by the parties considering a response to or responding to this Conceptual RFP, and all such costs shall be borne solely by each Proposer.

This Conceptual RFP does not purport to contain all the information that a Proposer needs or desires to make an investment decision. Proposers should conduct their own due diligence and analysis of relevant information.

### MASON FACTS & FIGURES



Largest producer of tech talent in Commonwealth of Virginia



6,000 undergraduates enrolled in computing programs in FY 2020



2,000 graduate students enrolled in computing programs in FY 2020



\$100 million in digital R&D expenditures in FY 2019

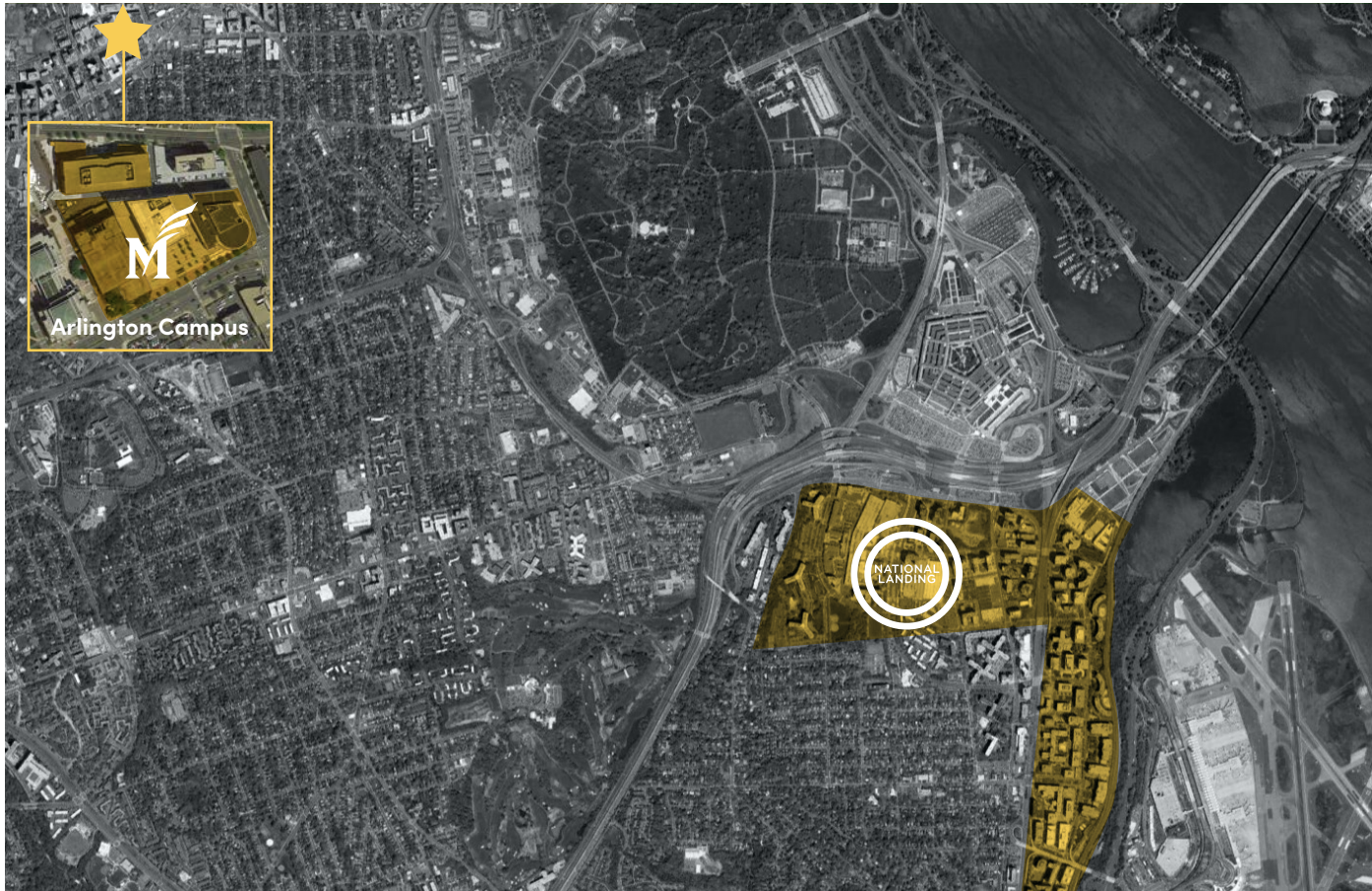


Scalia Law School Innovation Clinic dedicated to support of high-tech ventures

# IV.

## IDIA PROJECT OVERVIEW

IDIA will house a mix of university R&D and related education programs, as well as corporate innovation labs, incubators, accelerators, and co-working facilities, retail, a below-grade parking garage, and enhanced public spaces on the Mason Arlington Campus. The Project will incorporate state of the art smart and green building technologies, as well as advanced cyberinfrastructure essential to advance the digital innovation goals of thousands of university, industry and community innovators who will use IDIA facilities. The Project should address sustainability goals including high performance energy criteria consistent with the goals of the Arlington County community.





Utilizing the site of the former Kann Department store, the Project will include approximately 360,000 gross square feet above grade and approximately 146,000 gross square feet of parking below grade, with a substantial completion date of May 2025. Mason anticipates using approximately 225,000 gross square feet leaving approximately 135,000 gross square feet for Developer uses.

Throughout the Project's development, the University will work closely with the Developer(s) in management, branding, programming and leasing of facilities to ensure consistency with the IDIA mission of advancing digital innovation and inclusive economic prosperity. For leasing, the University will set entrance criteria for tenants with the expectation that non- university tenants will enhance the innovation ecosystem within IDIA facilities.

In the event all space cannot be filled in a timely manner, the University anticipates that such excess space may be offered for lease to a broader range of tenants, subject to the University's prior written approval. The University will work with the selected developer(s) to create an efficient tenant review process to ensure there are no unnecessary delays in seeking required approvals.

In addition to working with the Developer on leasing, the University will play an active role in programming and event production within the IDIA and on the Arlington Campus more broadly. This role is intended to foster connectivity and productive relationships among corporate and

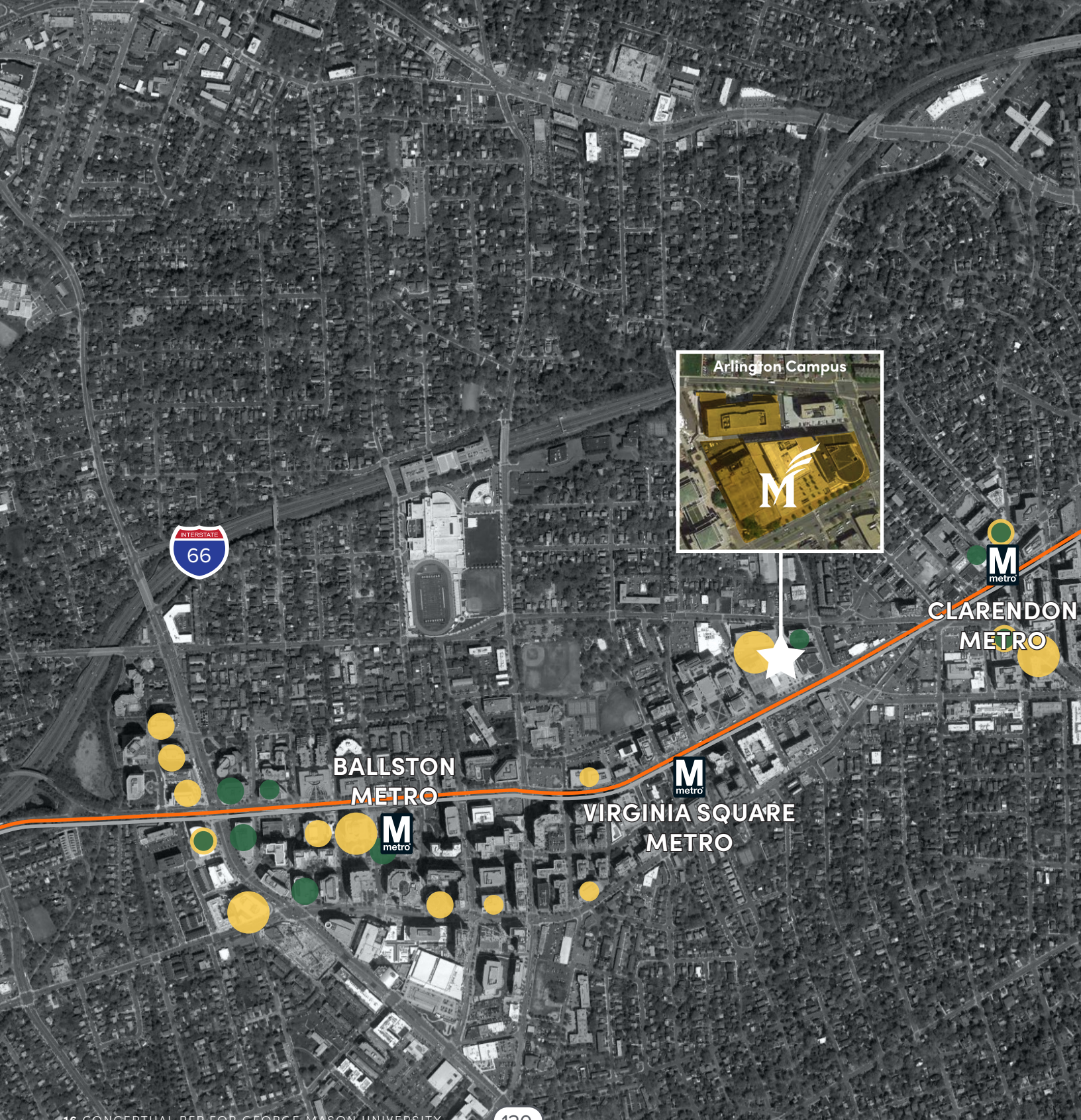
other tenants, the University and the surrounding communities. The University will work with the selected developer(s) to create a structure for the University's active involvement in such activities.

The Developer is responsible for the design and construction of the University space (and possibly the operation and maintenance of the University space), and shall also be responsible for the design, construction, finance, operation, and maintenance of revenue generating tenant occupied office and retail space. The University may also consider the potential for the operations and maintenance of Mason occupied academic space.



# GEORGE MASON UNIVERSITY, THE HEART OF METRO DC'S INNOVATION REGION

## Rosslyn-Ballston Corridor







COURT HOUSE METRO



ROSSLYN METRO



GOVERNMENT TECH FIRMS

TRUE TECH FIRMS

\*size of circle corresponds to s.f. of leased space



## A. PROJECT BACKGROUND AND GOALS

Key to Northern Virginia's winning bid for Amazon's second headquarters was the Commonwealth's higher education commitment to produce a steady supply of tech talent. Legislation passed in 2019 to fund the state's Tech Talent Investment Program committed more than \$700 million over 20 years with the goal of producing 25,000 additional graduates in computing fields by 2039. Mason plays an integral role in achieving this goal; thus, the University will invest a mix of capital and operating resources of \$250 million in the transformation of its Arlington Campus to realize the Institute for Digital InnovAtion.

The Institute for Digital InnovAtion (IDIA) is anticipated to be a mixed-use building on Fairfax Drive that will foster social and technological innovation and impact by incubating digital products and services. The IDIA will anchor an Innovation District in and around Virginia Square that can serve as a critical catalyst to activate the broader Rosslyn-Ballston Innovation Corridor.

Mason and its partners will build upon an impressive foundation established by the Rosslyn and Ballston Business Improvement Districts (BIDs). Working with its academic neighbors—George Washington University, Marymount University, University of Virginia and Virginia Tech – as well as corporate and non-profit partners clustered throughout the 3-mile long R-B corridor, Mason will add strategic programs to this urban ecosystem including its new School of Computing, a significant computing R&D portfolio, thousands of faculty and student innovators, and programs that support high-growth ventures like those provided by Mason's Innovation Clinic as well as by partners

like MACH 37 and Smart City Works. Together, these new programs will complement and augment academic programs already located on the Mason Arlington campus, including those of the Antonin Scalia Law School, the Schar School of Policy and Government, the School of Business, the School of Art, the School for Conflict Analysis and Resolution, and the College of Humanities and Social Sciences.

Along with classrooms, flexible collaboration areas, research centers, and makerspaces, the building will include ground floor retail, a public plaza, and room to host innovation placemaking and community programs. Business incubators and accelerators will attract start-ups as well as more established companies that want to benefit from access to the atmosphere and the talent essential to a thriving innovation ecosystem. The IDIA's ability to encourage interdisciplinary collaboration and ideation will create opportunities for companies, community organizations, and others to work alongside Mason innovators and creatives. Proximity to impact investors, other innovators, venture capitalists, and companies with the ability to scale ideas for the market will help Mason faculty and students commercialize promising new technologies effectively and efficiently.

The combination of existing and newly added intellectual and organizational assets will support the formation of trusted partnerships among all constituents and stakeholders, including, for example, the Arlington Center for the Arts, Arlington Public Schools, the American Legion, Arlington County, Arlington Partnership for Affordable Housing and the Ballston-Virginia Square Civic Association, as well as companies and other organizations currently located or seeking to



locate in the R-B corridor to access and augment its thriving innovation ecosystem. The University is actively seeking partnerships with developers and other organizations experienced in innovation placemaking and in socially- and economically-inclusive growth.

Because Mason is already home to experts in fields such as law, public policy, business, and conflict resolution, IDIA will be a place where new ideas flourish as partners work together to advance a more just, prosperous and sustainable world.

The University has designated IDIA as one of its top fundraising priorities. The Virginia legislature has committed to provide \$84 million in state capital funding for the Project, contingent upon Mason’s ability to match public funds with another \$84 million, which will be achieved through University fundraising and interim debt financing. Mason has already raised \$7.5 million and as authorized by the Commonwealth, will use it for site preparation and demolition of the existing building on the IDIA site under separate contract.

Prior to the release of this Conceptual RFP, University leadership and the Project advisors conducted a series of market sounding efforts with potential tenants, and confirmed permitting will conform within the guidelines of the Virginia Division of Engineering and Building (“DEB”) regulations.

The new IDIA building must be substantially complete by May 2025.

## B. ANTICIPATED PROJECT DEVELOPMENT SPATIAL PROGRAM

Detailed spatial programming and design requirements will be described in the second stage of this procurement, the Detailed RFP. Currently, the University anticipates the following utilization:

USE	GSF
University Classrooms	38,000
R&D and Instruction (Dry) Labs	71,500
University Offices	62,500
University Informal Learning	6,000
University Multi-purpose	7,500
University Growth	40,000
<b>Total University Space</b>	<b>225,500</b>
Corporate Labs and Offices (Developer Owned & Operated)	120,000
Anticipated Retail (Developer Owned & Operated)	15,000
<b>IDIA Total Building</b>	<b>~360,000</b>
Associated Parking	146,000



## C. ANTICIPATED TRANSACTION AND OWNERSHIP STRUCTURE

### 1. Project Agreement

Mason intends to enter into an Interim Project Agreement with the Developer that will set forth, among other things, obligations of the Developer and the University with respect to the design, construction, financing, maintenance, and operations of the Project. The proposed form of the Interim Project Agreement will be included in the Detailed RFP. After execution of the Interim Project Agreement and upon selection of a final design and negotiations of all aspects of the Project, the University will enter into a Comprehensive Agreement, Ground Lease and related agreements with the Developer.

### 2. Ownership Structure

Mason will continue to own the land occupied by the Project for the duration of the Project Agreement term and will enter into a Ground Lease with the Developer. The Developer will be responsible for the construction of the entire Project and Mason will occupy 225,000 square feet of academic space. The University welcomes all options to be proposed by the Developer which will achieve the stated goals for development of the IDIA.

### 3. Design and Construction Scope

The Developer will design and construct the Project in accordance with the Technical Requirements set forth in the Detailed RFP, the Project Agreement, and in compliance with applicable laws, regulations and policies, including the University's design guidelines and specifications. The specific academic spatial program will be specified in the Detailed RFP. The Developer shall be required to undertake all typical design and

construction responsibilities, such as overall project management, engineering studies and project design, permitting and development activities, design finalization, construction, subcontracting, commissioning, testing, etc. The University will work collaboratively with the Developer to refine design and construction scope of academic supporting spaces upon the conclusion of the Detailed RFP.

All design elements of the Project are subject to the written approval of the University. The authority having jurisdiction will be the Commonwealth of Virginia's DEB. It will not be subject to Arlington County zoning requirements.

In the Detailed RFP, Mason will provide some due diligence for the site including but not limited to: environmental reports, geotechnical studies, baseline traffic analysis, and utility capacity analysis.

### 4. Funding and Financing

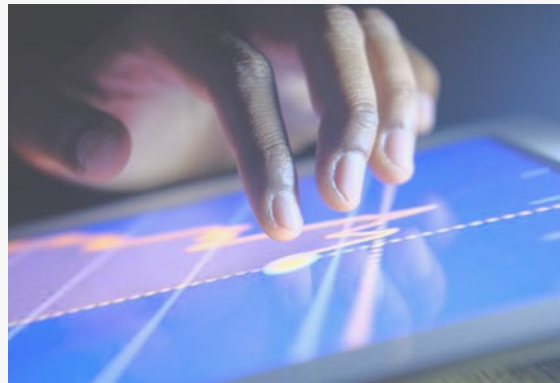
The University anticipates funding the construction of classrooms, labs, and administrative offices with Commonwealth funding, Mason philanthropic dollars, and Mason debt for interim financing. The University will provide a funding schedule with anticipated milestone payments in subsequent solicitation documents included in the Detailed RFP. The Developer shall be solely responsible for providing all necessary financing for the private use portion of the project to include tenant leased office, retail, and supporting garage spaces. The private financing structure shall not require any recourse to the University or any of its assets, and/or the Commonwealth.



For the academic portion of the Project, the University's proposed sources of funds:

Commonwealth of Virginia Match	\$84,000,000
Mason – Fundraising and Sale of Debt as interim financing	\$76,500,000
Mason – Funding Raised for Site Preparation and Demolition (executed separately)	\$7,500,000

Anticipated developer funding is expected to be approximately \$82 million for private components of the project.



# V.

## INFORMATION TO BE SUBMITTED BY RESPONDERS

In order to be responsive to the Conceptual RFP, those interested in being considered as for the Project should submit the following information in tab form following Section IX.B.

### A. QUALIFICATION AND EXPERIENCE

The Conceptual RFP focuses on the extent to which each Proposer's qualifications and experience demonstrate the ability to successfully coordinate and deliver the University's vision for the IDIA project in a timely fashion and consistent with the highest standard of quality, care, attention, and judgment in the development industry:

#### 1) Team Organization:

- a. Describe and identify the legal structure of the firm or consortium of firms making the proposal (i.e. corporation, partnership, joint venture, limited liability corporation), comprising of the Proposer.

- b. Identify the organizational structure for the Project, the management approach, and the role for each Principal (i.e. major shareholder, member, partner), Major Participants for the overall Proposer team, and past work experience together.
- c. For each Principal member of the Proposing team, describe the length of:
  - i. Time in business,
  - ii. Business experience,
  - iii. Public sector experience, and
  - iv. Other engagements of the firm or consortium of firms.
- d. For architectural, engineering or any other firms that will provide design, construction and completion guarantees and warranties, include



a description of such guarantees and warranties ("Major Participants") as well as describe the firm's qualifications for projects of comparable size and complexity.

- e. For the design and construction members of the team, provide an organizational structure and resumes of the key design individuals who will be involved in the project and how they relate to the Principal team members.
- f. Identify and describe recent innovation, and net-zero, LEED Gold or Platinum, or smart building technologies projects completed by the Proposer including the University (or public entity), location, project size, project budget, and tenants.
- g. The response to the Conceptual RFP shall describe how the developer(s) proposes to guaranty its performance to design and construct the Project.

## 2) Proposer Qualifications:

- a. Describe the experience of the Proposer team, as comprised of a firm or consortium of firms, making the proposal and the key principals involved in the Project, including experience with projects of comparable size and complexity. The Proposer must submit at least three (3) and no more than five (5) reference projects completed (or completion of a development project with multiple buildings and a mix of uses as indicated by the receipt of Certificate of Occupancy for the completed buildings) within the past eight (8) years.
- b. Provide three (3) professional references including name, title,

address, telephone number, email address, and delineation of the relationship with Proposer. It is preferred that at least one (1) reference for each firm be a university or other public agency.

## 3) Financial Experience:

- a. Provide a current or most recently audited financial statement of the key principal members of the Proposer or Proposing firm and each partner with any equity.
- b. Describe experience in financing comparable projects, especially those involving unsubordinated ground leases.
- c. Provide the names, addresses, telephone numbers, and e-mail addresses of three (3) commercial banking / investment references from which the Proposer has previously obtained financing of a magnitude similar to what is required for this Project.
- d. Identify at least three (3) examples that demonstrate ability to obtain development financing of \$100 million or more (debt and equity) for projects of similar size and scope within the past eight (8) years. For each example, identify (i) the size and/or scope of the project, (ii) the role the Proposer played in the project, (iii) brief description of the financing structure, and, (iv) financing source(s) and amounts committed.
- e. Identify and provide an explanation of any failed projects within the past eight (8) years.



- f. Proposers must affirmatively state whether there are any recent legal claims against the firm (including bankruptcy, foreclosure, fines, loan defaults, etc.) or any key personnel thereof, including the source of such claims, their amount, and status.
- g. Identify any persons associated with the firm with potential conflicts pursuant to Virginia State and Local Government Conflict of Interest Act (Va. Code §§ 2.2-3100 et seq.).

## **B. PROJECT CHARACTERISTICS AND STATEMENT OF UNDERSTANDING**

### 1) Vision and Understanding of the Project:

- a. Provide a statement of understanding of the Project highlighting Proposer's ability to realize Mason's goals and vision to create a high-tech state of the art building encouraging collaboration and innovation.
- b. Provide a proposed conceptual design, which includes height, massing, typical floor plan(s), and ability to accommodate parking.

### 2) Project Feasibility:

- a. Identify the proposed schedule for design, financing and construction of the Project, including the estimated time for completion.
- b. Propose allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the Project. Time is of the essence.

- c. Provide information relative to phased or partial openings of the proposed Project prior to completion of the entire work.
- d. List any assumptions or contingencies that must occur for the Project to be successful.
- e. Explain the Proposer's approach to activate public spaces, support innovation programming, and attract tech-focused and complementary tenants to the IDIA office space and potential partnerships to foster programmatic activities in common areas of the Project.

- f. Provide a statement explaining any opportunities for research and experiential learning for Mason faculty and students during design and construction, as well as the lifecycle of the Project.

### 3) Project Ownership:

- a. State assumptions related to ownership, legal liability, and operation of the Project and the existence of any restrictions on the University's use of the Project.
- b. Outline the role of the University and Proposer to develop, finance, construct, and operate the Project.

### 4) Conformity of Regulations:

- a. Include a list of all federal, state, and local permits and approvals required for the Project and a schedule for obtaining such permits and approvals as permitted by the Virginia Division of Engineering and Buildings.



b. Identify any anticipated adverse social, economic, and environmental impacts of the Project. Specify the strategies or actions to mitigate known impacts of the Project.

c. Identify the projected positive social, economic, and environmental impacts of the Project.

### C. PROJECT FINANCING

1) Provide a preliminary Project Financing Plan which includes a narrative and a Microsoft Excel financial model with unlocked formulas that addresses:

- a. Milestones during construction;
- b. Plan and pro forma for the development financing and operation of the Project;
- c. Preliminary sources and uses of funds, including any anticipated debt and equity;
- d. Clearly identified major financial assumptions; and
- e. If any local, state, or federal resources are contemplated to be used, these must explicitly be outlined in the Plan and in the accompanying narrative. Such inclusion of funds shall not be assumed to be guaranteed by the Commonwealth or University.

2) In the Plan, Proposers will need to address the University's goal to meet the Commonwealth of Virginia's Executive Order Number Thirty-Five (2019) Advancing Small-, Women-, Minority-, and Service-Disabled Veteran-Owned Business ("SWaM") goal of 50% of total contract

value<sup>2</sup>. Provide a statement setting forth a detailed and comprehensive plan to engage SWaM vendors to meet this goal.

### D. PROJECT BENEFIT AND COMPATIBILITY

1) Community Support:

a) Describe how the Project will align with the interests of the state, region, and University. Explain who will most directly benefit and how the Proposer will create research, education and innovation value.

b) Identify any anticipated public support or opposition as well as any anticipated government support or opposition, for the Project.

2) Community Engagement: Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the Project.

3) Community Compatibility: Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government spending plan.

4) Describe innovative approaches employed in similar projects.

5) Describe innovative approaches that the University may consider for this Project.

<sup>2</sup><https://www.governor.virginia.gov/media/governorviriniagov/executive-actions/EO-35-Advancing-Equity-for-Small-,Women-,Minority-,and-Service-Disabled-Veteran-owned-Businesses-in-State-Contracting.pdf>



# VI.

## FEES REQUIRED WITH SUBMISSION:

There are no fees required for submission of any proposal.



# VII.

## PROCUREMENT PROCESS AND CRITERIA FOR REVIEW OF PROPOSALS AND SELECTION

### A. PROCUREMENT PROCESS

The University intends to follow a two-staged procurement process to select a successful Proposer to complete the described scope of this Project in accordance with the terms and conditions set forth in the related Project Agreements. This solicitation, the Conceptual RFP, shall constitute the first step of this process.

### B. NO OBLIGATION

The University reserves the right to modify or terminate this solicitation at any stage if it determines this action to be in its best interest. The receipt of responses to this Conceptual RFP, proposals, or other documents at any stage of either the Conceptual RFP or Detailed RFP will in no way obligate the University to proceed with the procurement or enter into any contract of any kind with any party.

### C. INITIAL REVIEW OF PROPOSALS UNDER THE CONCEPTUAL PHASE SUBMITTAL

Only proposals complying with the requirements of the Act and the Guidelines that contain sufficient information for a meaningful evaluation, and

that are provided in an appropriate format, as described in this solicitation, will be considered by the University for further review at the Conceptual Phase.

### D. REVIEW COMMITTEE

Mason will establish a Conceptual Proposal Committee (“CPC”) to review proposals received under this solicitation and may engage a technical evaluation team to support the analysis.

Any questions or communication related to this solicitation must be directed to Alex Iszard at [fcontrac@gmu.edu](mailto:fcontrac@gmu.edu). Violation may result in disqualification.

### E. CRITERIA FOR SELECTION AND EVALUATION

The following items will be considered in the evaluation and selection of proposals. Mason however reserves and retains the right to reject any request or proposal at any time for any reason that it deems appropriate.



### 1. Qualifications and Experience

Factors to be considered in either phase of Mason's review to determine whether the Proposer possesses the requisite qualifications and experience may include but shall not be limited to:

- a. Organizational Structure: Clearly defined leadership structure, experienced lead Proposer staff, and comprehensive management approach;
- b. Development Experience: Demonstration of ability to perform similar work and scale, including industry experience with university, innovation, and smart buildings.
- c. Financial Condition of Proposer: Creditworthiness, financial capability, and experience obtaining financing.

### 2. Project Characteristics

Factors to be considered in determining the Project characteristics may include but shall not be limited to:

- a. Vision and Understanding of the Project: Addresses vision of site, defines the Project, innovative technology and design, and outlines site layout and Project configuration;
- b. Project Feasibility: Addresses proposed Project schedule, operation and maintenance of the Project;
- c. Planned Project Ownership Structure: Clearly outlines roles and responsibilities;
- d. Conformity to Applicable Regulations: Outlines conformity and understanding of applicable procedures, regulations, permitting, and standards.

### 3. Project Financing

Factors to be considered in determining whether the proposed Project financing allows adequate access to the necessary capital to finance the project may include but shall not be limited to:

- a. Project Financing Plan: Plan clearly defines the
  - i) Cost and benefit to the University;
  - ii) Financial impact, if any, to the University;
  - iii) Estimates Project operating and life-cycle expenses; and
  - iv) Identifies any third-party sources for the Project and the nature and timing of their commitment.
- b. SWAM Goal: Clearly identifies the SWAM goals and plan to achieve these goals.

### 4. Project Benefit and Compatibility

Factors to be considered in determining the proposed project's compatibility with the appropriate local comprehensive or development plans including the Arlington Innovation District objectives may include but shall not be limited to:

- a. Community Benefit: Clearly outlines community strategy including, community benefits, and community support or opposition;
- b. Community Engagement: Defines a public involvement strategy;
- c. Community Compatibility: Outlines compatibility with existing and planned facilities, and compatibility with local, regional, and State economic development efforts.



## 5. Innovation, Technology, and Sustainability

Factors to be considered in determining the Proposer's experience delivering similar innovative smart buildings may include but shall not be limited to:

- a. Building Innovation: Experience highlights recent innovation, and net-zero, LEED Gold or Platinum, and smart building technologies projects with integrated IT computing capabilities completed by the Proposer including the university (or public entity), location, project size, project budget, and tenants.

## 6. Other Factors

Other factors that may be considered by Mason in the evaluation and selection of PPEA proposals include:

- a. The eligibility of the Project for accelerated documentation, review, and selection; and
- b. Other criteria that the University deems appropriate;
- c. Ability to complete the Project within the projected timeframes; and
- d. Willingness to agree to terms set forth in this Conceptual RFP, as well as other conditions and requirements beneficial to the University and the Project.

## F. DETERMINATION TO PROCEED TO DETAILED PHASE OF REVIEW

After reviewing submitted proposals, the University will determine:

- a. Not to proceed further with any proposal, or
- b. To proceed to the detailed phase of review with one (1) or more proposals, or

- c. Ask for modifications or amendments to any aspect of one (1) or more proposals.

## G. DETAILED PHASE OF REVIEW

### 1. Capital Improvements

Discussions between Mason and private entities about the need for capital improvements will not limit the ability of the University to later determine to use standard procurement procedures to meet its on and off-site infrastructure needs.

### 2. Right to Reject all Proposals and Engage in Best and Final Offers

- a. Mason retains the right to reject any proposal at any time prior to the execution of an Interim or Comprehensive Project Agreement. Interim and Comprehensive Agreements are addressed in the University's PPEA Guidelines accessed using this link: <https://facilities.gmu.edu/wp-content/uploads/2019/11/PPEA-Guidelines.pdf>.
- b. Ownership and Use of Concepts: George Mason University retains the right to develop the Project or aspects of it in any manner that the University determines in its sole and unfettered discretion and may incorporate into the Project any concept that is included in any proposal submitted. By submitting a proposal, a Proposer acknowledges that it is submitting merely a concept which has no monetary or intellectual property value and disclaims any proprietary or other legal interest in any such concept(s).
- c. Best and Final Offers: Mason retains the right to negotiate with multiple Proposers to achieve the "best value" for the University and drive innovative solutions for this unique development opportunity through a potential best and final offer as part of the Detailed RFP.



### 3. Proposed Acquisition Strategy

Upon the conclusion and evaluation of responses to the Conceptual RFP, the University shall notify the successful shortlisted Proposers, in writing, of next steps. The Detailed RFP will be released to the shortlisted Proposers with the intent of engaging in a(n):

- a. Interim Project Agreement to engage in preliminary design and development;
- b. Comprehensive Project Agreement for design completion;
- c. Development Agreement awarding construction;
- d. Ground Lease Agreement; and
- e. Any related documents required to implement the Project.

### 4. Project Team/ Staffing

- a. The successful organization shall provide and maintain an experienced, professional project team that is tailored to the size, complexity and scope of work of the Project. It is recognized that the composition of the team may vary in response to the particular phases and needs of the Project. However, the Proposer is obligated to provide sufficient staffing with the qualifications required to expertly manage all construction activities relating to the Project at all times and Mason shall have the right to approve substantial changes in staffing.
- b. By submitting a response, the Proposer agrees that no individual assigned to the Project shall be removed from the Project without the prior consent of the University.
- c. If the Proposer wishes to reassign an individual from the team assigned to the Project to another Project, the Proposer must make a formal, written request to the University and must verify that the University has received the request not later than ten (10) working days prior to the intended date of reassignment.
- d. The University will make the final, binding decision on a release from the Project of a member of the team not later than five (5) working days from the intended date of reassignment.
- e. The above process may be waived in cases of personal emergency or extreme personal hardship or duress. The burden of proving such conditions to the University remains with the Proposer. In cases in which the University requests the removal of a member of the team for the remainder of the duration of the Project, the Proposer's Project Manager or Principal-in-Charge will act upon such cases promptly and will, within 72 hours, propose a replacement to the University.

# VIII.

## QUESTIONS OR ADDITIONAL INFORMATION

Questions may be submitted in writing to:  
Alex Iszard, Director of Contracts and Capital Finance  
Facilities Administration  
George Mason University  
4400 University Dr, MSN 1E4 Fairfax, VA 22030  
Phone: (703) 993-9220  
fcontrac@gmu.edu

Questions must be submitted in writing. Questions will be received until 5:00 PM on March 3rd, 2020. All questions asked and the responses to the questions will be answered on March 9th, 2020 and posted within the [eva.virginia.gov](http://eva.virginia.gov) solicitation.

No questions will be accepted after March 3rd, 2020.

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# IX.

## PROPOSAL DUE DATE AND SUBMITTAL INSTRUCTIONS

### A. PROPOSAL DUE DATE

Conceptual proposals shall be clearly identified as a response to this Request for Proposal and are due by 2:00 PM EST. Conceptual proposals should be packaged in such a manner that clearly indicates the contents of the package are a response to this request. Proposals are due **Tuesday, March 31st, 2020** to:

Alex Iszard, Director of Contracts and Capital Finance  
George Mason University  
Facilities Administration Building  
4400 University Drive MSN 1E4  
Fairfax, Virginia 22030

Or, if delivering by hand:

Alex Iszard, Director of Contracts and Capital Finance  
George Mason University  
Facilities Administration Building  
4400 University Drive MSN 1E4  
Fairfax, Virginia 22030

Please note that the intersection of Patriot Circle and Rivanna River Way is under construction. See instruction for Detour.

### B. PROPOSAL SUBMITTAL INSTRUCTIONS

The following instructions are provided to assist Proposers in preparing proposals:

#### 1. Format for Proposals:

In order to be considered, Proposers must submit a complete and comprehensive response to this RFP. Proposers are required to submit one (1) complete, signed original paper bound hard copy of the proposal and fifteen (15) bound copies. Also, copy of the proposal on two (2) USB drives.

- a. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the Conceptual RFP.
- b. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- c. Cover Letter: A cover letter should be inserted at the beginning of the proposal and should be signed by the CEO, President, or other official designated by the firm as the principal contact for the proposal.
- d. Table of Contents: Please include a Table of Contents.



**2. Proposal Sections: The proposals should include the following tabbed sections:**

- a. Qualifications and Experience
- b. Project Characteristics
- c. Project Financing
- d. Project Benefit and Compatibility
- e. Innovation, Technology, and Sustainability
- f. Other Factors

**3. Separation and Marking of Confidential Information and/or Proprietary**

PPEA procedures require that before a document of a private entity submitted to the University may be withheld from disclosure, the private entity must make a written request to the University at the time the documents are submitted designating with specificity the documents for which the protection is being sought and a clear statement of the reasons for invoking the protection. Any information considered to be confidential by the Proposer under these procedures, and therefore in the opinion of the Proposer not subject to public disclosure, must be submitted as follows:

- a. Separate from the main proposal the information considered by the Proposer to be confidential.
- b. Include a cover letter signed by the same officer signing the main proposal requesting that the information be withheld from public disclosure and specifying under the Mason PPEA Procedures why the information is marked as confidential and/or proprietary.

Failure to follow these instructions may result in the public release of this information.





# APPENDIX A

## MARKET OVERVIEW



### MARKET FUNDAMENTALS

23,018,959 s.f.  
EXISTING SUPPLY

350,057 s.f.  
UNDER CONSTRUCTION

888,460 s.f.  
YTD NET ABSORPTION

18.9%  
TOTAL VACANCY

\$45.21 p.s.f.  
AVERAGE ASKING RENT (GROSS)

Rising  
CONCESSIONS



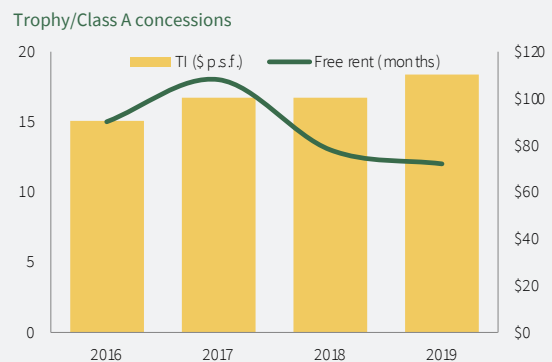
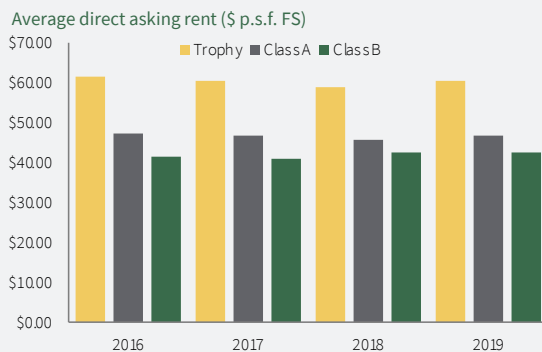
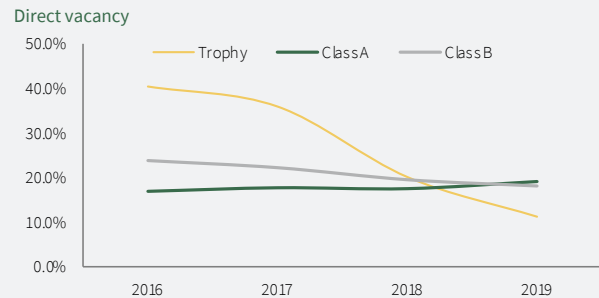
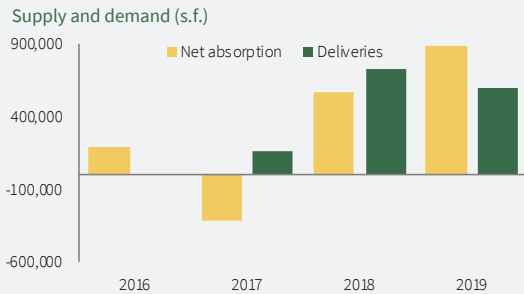
## RE-COMMITMENTS TO THE SUBMARKET DEFINE THE RB CORRIDOR IN THE SECOND HALF OF 2019

Re-commitments by major tenants in the RB Corridor was the story of the second half of 2019. At the end of the third quarter, Deloitte expanded by taking the last remaining 59,528 s.f. at 1919 N Lynn Street. In the fourth quarter, CACI signed a sublease for a new location at 800 N Glebe Road, while Mastercard and Two Six Labs expanded at their respective locations in Ballston. The quality blocks remaining in Rosslyn continue to drive demand, poising the submarket for a strong 2020.

Trophy vacancy in the RB corridor has been nearly cut in half since the end of 2018, dropping from 20.1%, to 11.2%. Leasing activity remains strong as 37

tenants signed leases above 10,000 s.f. in 2019. For smaller leases, landlords have had success building out spec suites as there were 24 spec suites built out under 10,000 s.f. in 2019

Five of the seven proposed developments within the RB Corridor are located in Rosslyn, leaving few proposed options between Courthouse and Ballston. Revitalization of the retail scene continues, headlined by Ballston Quarter and Ballston Exchange in Ballston, and Central Place and Rosslyn City in Rosslyn. Two office buildings are scheduled to deliver in 2020: 4040 Wilson in Ballston and 1650 Edgewood in Clarendon.



# APPENDIX B

## PROJECT AGREEMENT PROVISIONS

### The Comprehensive Agreement for this Project must contain the following provisions:

A provision incorporating all of the requirements, terms and conditions of the RFP.

A provision requiring the Developer and Construction Contractor to adhere to a standard of care equivalent to the highest and best standard of care, quality, attention and judgment in the construction industry.

A provision requiring the Developer to obtain the University's approval of key contractors selected by the Developer to work on the Project, including, without limitation, the architect, mechanical engineer and general contractor.

A provision requiring the Developer to collaterally assign all project contracts, including the construction contract, to the University as security for the Developer's obligation to complete the design, development and construction of the Project.

A provision requiring the Developer to post a letter of credit or other form of security acceptable to the University to secure the Developer's obligation to complete the design, development and construction of the Project.

A provision requiring the Developer to be responsible for all development approvals for the Project.

A provision acknowledging the authority having jurisdiction will be the Commonwealth of Virginia's Division of Engineering and Buildings (DEB).

A provision limiting and/or prohibiting construction activities during times that may adversely affect the operations of the University.

A provision providing that the Developer will, upon substantial completion of the Project, complete the commissioning of all aspects of the Project to the satisfaction of the University, and that the University will be allowed to participate in the commissioning process.

A provision allowing the University to terminate the Development Agreement for convenience at

any time prior to closing, but subject to certain reimbursement obligations of the University to be negotiated by the parties.

A provision providing that, after closing, a default by either party under the Ground Lease shall also constitute a default under the Development Agreement.

A provision requiring that any major disputes between the parties will be submitted to non-binding mediation prior to either party instituting legal action against the other with respect to such dispute.

A provision requiring the Developer to conditionally assign all plans and related construction documents (including all copyright and intellectual property rights in connection therewith) to the University effective upon any termination of the Comprehensive Agreement, subject to certain reimbursement obligations of the University to be negotiated by the parties.

A provision prohibiting assignment of the Comprehensive Agreement by the Developer without the University's consent, which consent may be granted or denied in the University's sole and unfettered discretion.

A provision providing that the project site will be ground leased by the University to the Developer on an "as is" basis.

A provision providing that, as to any environmental conditions that may be found to exist on the Project Site, the University shall have no liability for such environmental conditions unless such environmental conditions resulted from actions taken by the University during the period that the University owned the Project Site.

A provision providing that the Comprehensive Agreement will be governed by and construed under the laws of the Commonwealth of Virginia.

A provision providing that each party is responsible for its own attorneys' fees in connection with any litigation or dispute arising under the Comprehensive Agreement.

A provision requiring the Developer to indemnify, defend and hold the University harmless from any and all claims arising from the Developer's activities on the project site and the performance by the Developer of its obligations under the Comprehensive Agreement. There will be no reciprocal indemnification provided by the University, as such an indemnification is prohibited by applicable law.

A provision providing that any real estate tax abatement opportunities for the Project, opportunities for substantially reduced payments in lieu of real estate taxes for the Project, synthetic tax increment financing opportunities for the Project and any other incentives that might be available to for the Project will be investigated by the parties and that any proceeds or benefits derived therefrom shall accrue to the benefit of the University.

**The Ground Lease for this Project must contain the following provisions:**

A provision providing that the Leased Premises are being leased on an "as is" basis.

To the extent any component of rent is based on revenues generated by the Lessee's operation of the Leased Premises, a provision providing audit rights to the University.

A provision providing that, to the extent any retail use is permitted at the Leased Premises, such use shall be subject to any then existing exclusives that the University may have granted to third parties.

A provision prohibiting assignment of the Ground Lease (other than to an affiliate of the Lessee) without the University's prior written consent, which consent may be granted or denied in the University's sole and unfettered discretion.

A provision providing that any subleases shall be subject and subordinate to the Ground Lease. And a provision prohibiting any liens on the Project and a requirement to bond off any such liens filed against the Property.

A provision providing that no alterations to the Leased Premises may be undertaken during times which will adversely affect the University's operations.

A provision whereby the Lessee will indemnify, defend and hold the University harmless for any and all claims arising or resulting from the operation of the Leased Premises, the negligence or willful misconduct of Lessee, its employees, agents and contractors, or a breach of the Lease by Lessee. There will be no reciprocal indemnification provided by the University, as such an indemnification is prohibited by applicable law.

A provision providing that any insurance required to be maintained by the University may be maintained in accordance with the Commonwealth of Virginia's insurance program.

The Developer shall not record any liens against the Project or allow any liens to be recorded against the Project without the prior written consent of the University.

A provision requiring each party, upon request of the other, to deliver written certifications regarding factual matters concerning the Lease, including, without limitation, the existence of any defaults, the dates to which rent and other charges have been paid, and the existence of any modifications or amendments to the Lease.

A provision providing that the Lease will be governed by and construed under the laws of the Commonwealth of Virginia.

A provision granting the University a right of first offer in the event the Lessee intends to sell, transfer or otherwise convey its interest in the Lease and the Project.

A provision granting the University a purchase option on terms to be mutually agreed upon by the parties.

A provision granting the University a right of first refusal in the event the Lessee receives an unsolicited offer to purchase Lessee's interest in the Lease and the Project.

A provision requiring that any major disputes between the parties will be submitted to non-binding mediation prior to either party instituting legal action against the other with respect to such dispute.

A provision providing that each party is responsible for its own attorneys' fees in connection with any litigation or dispute arising under the Lease.

