

**Presidio of Monterey, Fort Irwin, Moffett Federal Airfield, and  
Parks Reserve Forces Training Area (RFTA), with potential  
option Naval Postgraduate School's La Mesa of Monterey  
California  
REQUEST FOR QUALIFICATIONS (RFQ)  
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DACA31-02-R-0001**

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## **1.0 INTRODUCTION**

The Department of The Army intends to improve the quality of the on-post housing and communities currently provided to soldiers and their families. At many installations, Army Family Housing (AFH) does not meet current housing standards and there is a deficit of adequate/affordable housing off-post. The Army has considered a wide range of alternatives to address the persistent funding shortfall and resulting revitalization (construction and major maintenance and repair) backlog. This shortfall is the backlog of work needed on existing units to bring them up to current standards. During the mid-1990s, studies by several agencies [e.g., Marsh Quality of Life Task Force, Army Science Board, Congressional Budget Office (CBO), the General Accounting Office (GAO), and others] all came to the same conclusion that family housing could not be revitalized using only traditional Military Construction (MILCON) Program.

The Army has awarded four pilot sites (Forts Carson, Hood, Lewis, and Meade) under a program for housing and community development privatization called the Residential Communities Initiative (RCI). Through RCI, The Army seeks to bring private sector resources and market-based incentives to bear in improving the quality of life for soldiers and their families. RCI is an innovative program developed and managed under the oversight and direction of the Office of the Assistant Secretary of The Army (Installations and Environment), OASA (I&E) on behalf of the Secretary of The Army. The Army believes that housing privatization provides an excellent opportunity for addressing the housing needs of America's soldiers while providing an excellent business opportunity for its private partners.

### **1.1 Overview**

The improvement of military family housing at Presidio of Monterey, Fort Irwin, Moffett Federal Airfield, and Parks Reserve Forces Training Area (RFTA), CA is being pursued under the Military Housing Privatization Initiative (MHPI) legislation enacted by Congress in 1996. Moffett Federal Airfield and Parks RFTA are not contiguous to Fort Irwin but will be combined with Fort Irwin and awarded as one project. In addition, the Naval Postgraduate School's La Mesa family housing with 593 units may be added prior to the issuance of the Presidio of Monterey Step Two RFQ Amendment.

This RFQ will be utilized to establish a competitive range for all of the installations identified above, then two awards will be made: (1) Presidio of Monterey with 1675 units and (2) Fort Irwin, Moffett Federal Airfield, and Parks RFTA with a total of 2755 units. The MHPI legislation allows the military services to leverage scarce appropriated funds and existing assets (land and improvements) to solve the military housing problem and obtain private-sector expertise, resources and market-based incentives to improve the quality of life for service members and their families. The objective of the RCI program is to

create world-class residential communities. Additional information on the RCI program can be found at the website <http://rci.army.mil>.

In Step One of the solicitation process, The Army will issue a Request for Qualifications (RFQ), which establishes specific minimum requirements and seeks discussion of five general evaluation factors. Minimum requirements have been established to address the skill sets of development, property management, and financial capability. This first step of the RFQ process will identify those offerors determined to be highly qualified and thus eligible for further consideration for potential long-term business relationships. These highly qualified offerors will be selected based on their experience, financial capability, organizational capabilities (corporate level), past performance, and small business utilization (general history). These offerors will comprise an exclusive competitive range.

During Step Two of the RFQ process, each Project will be competed on sequentially by the offerors in the competitive range. Offerors may determine for which Project (s), Presidio of Monterey and/or Fort Irwin/Moffett/Parks, they will compete. Step Two submissions are expected to be in the form of an oral presentation with written documentation. The offerors may, without penalty, elect not to submit on a specific Project. If an offeror competes for a Project, the offeror must compete for the entire Project and not individual sites within the Project. The offeror will be evaluated based on their specific preliminary Project concept statement, financial return, organizational capabilities (on-site), and small business utilization plan (on-site). The offeror will be expected to identify, in detail, their plans to achieve the following goals for each Project:

- Ensuring that soldiers and their families have access to high quality, safe, attractive, and affordable housing by upgrading or replacing existing family housing and, if necessary, by building new housing to meet the on-post family housing requirement at the installation (if a deficit is applicable);
- Transforming existing military housing areas into planned and integrated residential communities which foster family lifestyles, while preserving the existing historic character and military culture of these properties, protecting cultural resources, and meeting environmental stewardship responsibilities;
- Providing ancillary supporting facilities that enhance the installation's residential communities;
- Maintaining positive relations with all stakeholders and communities that surround the installation;
- Providing for the effective long-term, high-quality management and

operation of the family housing inventory, and ancillary supporting facilities;

- Providing for realistic financial management of the assets including viable reserves and earning a mutually acceptable return on investment for the offeror and The Army.

To achieve these goals, the developer will be expected to assume ownership of the family housing units and will be provided a long-term interest in the underlying land.

Although the focus of the RCI Project is on family housing, the MHPI authorities also permit the construction of ancillary supporting facilities that relate to and support the residential nature of military family communities. Such facilities may include tot lots, community centers, housing offices, dining facilities, and other similar facilities for the support of Army family housing. Instructions for requesting approval to construct ancillary supporting facilities may be found in section 2.1.1 of this document. Final approval authority for such facilities rests with the Office of the Assistant Secretary of The Army (Manpower and Reserve Affairs) (OASA (M&RA)). The installation will facilitate the process of review and action on these proposals with the appropriate agencies.

The developer's return on the Project is expected to come from developing, operating, and managing existing, renovated, and newly constructed housing units. The developer's main source of revenue will be rents paid by military service members from their Basic Allowance for Housing (BAH). The developer will be responsible for all costs of the Project, including the cost of managing and maintaining all housing units and ancillary facilities.

Recognizing the complexity and breadth of issues that arise in planning and executing a Project of the size and scope of a military family housing community, the Project will be organized into two phases:

**Phase 1 – Project Planning.** During Phase 1, the selected developer will work closely with The Army to craft a Community Development and Management Plan (CDMP). This will be the business plan for each specific Project, and will set forth the terms of the developer's long-term relationship with The Army. Payment for Phase 1 is discussed in Section 2.1.4 of this solicitation.

**Phase 2 – Project Implementation.** During Phase 2, the selected developer will implement the CDMP, provided the Headquarters, Department of The Army (HQDA), Office of the Secretary of Defense (OSD), Office of Management and Budget (OMB), and the Congress approve the plan, and approval is given to consummate the CDMP and begin the transition / transfer of assets and operations.

At each specific installation the selected developer (contractor), having been duly qualified as the best value for the Government to revitalize family housing, may be permitted to undertake a variety of other residential and transient housing projects.

A major benefit of the CDMP process is that it allows The Army, its associated consultants, and the developer to work through issues collaboratively, and to ensure that important issues are anticipated and addressed before executing the plan. It also provides an opportunity for The Army to consider proposals from the developer concerning the use of specific MHPI authorities, such as providing a loan guarantee or constructing certain ancillary supporting facilities. Finally, this process gives The Army a mechanism for periodically conferring with Congressional oversight committees during Project planning, as well as with representatives from the local community and Army-related organizations who are essential to the success of the Project.

## **1.2 Administrative Information**

### **1.2.1 Applicability of the Federal Acquisition Regulation (FAR)**

The Federal Acquisition Regulation (FAR) Part 12 applies to Phase 1 of each Project only. Appendix D contains a listing of the FAR and Defense FAR Supplement (DFARS) clauses that apply to Phase 1. Prospective developers should also take note of Section 6.0 of this RFQ, concerning additional terms and conditions that apply to the Presidio of Monterey (La Mesa, if required) and / or Fort Irwin / Moffett Federal Airfield / Parks RFTA.

### **1.2.2 Documents**

Prior to the submission date for Step Two of the RFQ, prospective offerors may review pertinent information regarding existing housing assets in the document rooms located at the Presidio of Monterey, Fort Irwin (for Fort Irwin and Parks RFTA), and Moffett Federal Airfield. Point of contact for each installation is identified below.

Fort Irwin. Contact Sarah White, RCI Project Manager, at the Fort Irwin RCI Document Room/RCI Office in Building Number 826 (located at 5<sup>th</sup> and South Loop Roads – 4.2 miles from the from gate), by telephone 760-380-3577 or by Reception at 760-380-3576, or by email at [sarah.white@irwin.army.mil](mailto:sarah.white@irwin.army.mil).

Moffett Federal Airfield and Parks RFTA is available at the Fort Irwin document room as well as at Moffett. Contact Mr. John Ryder at telephone 608-388-3051, or by email [john.ryder@emh2.mccoy.army.mil](mailto:john.ryder@emh2.mccoy.army.mil)

Presidio of Monterey. Contact Ms. Gay Rearick at the Presidio of Monterey RCI Document Room/RCI Office by telephone 831-242-7984 or by email at [rearickr@pom-emh1.army.mil](mailto:rearickr@pom-emh1.army.mil).

### **1.2.3 Inquiries**

The solicitation and amendments can be viewed/downloaded at <http://rci.army.mil>, where prospective offerors will be requested to register. Registered offerors will receive electronic notification when the solicitation and amendments are posted to the web page.

Inquiries regarding the Projects at Presidio of Monterey, La Mesa (if required), Fort Irwin, Moffett Federal Airfield, and Parks RFTA should be directed to: US Army Corps of Engineers, Baltimore District, CENAB-CT, Contract Specialist, Tracy Fetchik, PO Box 1715, Baltimore, MD 21203-1715 (or facsimile to 410-962-0933). Email address: [tracy.a.fetchik@hq02.usace.army.mil](mailto:tracy.a.fetchik@hq02.usace.army.mil). Refer to RFQ Number DACA31-02-R-0001.

### **1.2.4 Industry Forum**

An Industry Forum was held 4 December 2001 in San Francisco, California for the Projects at Presidio of Monterey, Fort Irwin, Moffett Federal Airfield, and Parks RFTA. The forum included an RCI program overview, RFQ procurement process overview, and installation presentations. Specific information can be found at the RCI website at <http://rci.army.mil>.

### **1.2.5 Site Visits:**

Opportunities for site visits were provided immediately following the Industry Forum, 5-7 December 2001.

## **2.0 WORK STATEMENT**

### **2.1 Phase 1 – Project Planning**

Each Project will occur in two phases. During Phase 1, the developer will work closely with The Army to craft a CDMP that is acceptable to the Government and that offers the best value for the military family housing at each installation. The CDMP process is expected to require no more than six months of coordinated, intensive effort between The Army and the developer. The CDMP coordination will take place at a location identified by the installation. The deliverable is the CDMP, which will consist of three main components: 1) Development Plan; 2) Financial Plan and Transactional Instruments; and 3) Operations, Maintenance, and Property Management Plan. The CDMP will be provided in sufficient detail so as to allow the specific installation, cognizant US Army Command (Forces Command (FORSCOM) ) and Training and Doctrine

Command (TRADOC)), and Headquarters, Department of Army (HQDA) to make a determination as to the CDMP effectiveness. An outline of the CDMP can be found at Appendix F. A general description of these components is provided below. The Army and developer will establish specific elements for each component jointly during Phase 1.

During Phase 1, the developer may be allowed access to facilities or space on the installation, to be used as office space, that the developer may modify or tailor to meet its own needs at its own expense. During Phase 1, the developer may be permitted to physically test its pro-forma estimates provided the developer complies with appropriate laws, regulations, and policies at its own expense.

### **2.1.1 CDMP Development Plan**

The development plan will address all aspects of the development effort at the respective installation with a specific focus on long-term master planning and environmental stewardship. Renovation and construction of housing units and / or ancillary facilities, if approved, is expected to take place over the life of the Project.

At a minimum, the development plan will specify the number, type, and size (e.g., three-bedroom, four-bedroom, etc.) of housing units that are to be renovated, rehabilitated, or newly constructed in each neighborhood within the family housing community. The plan will indicate the life cycle (50-year) schedule under which the renovation and new construction will occur. In the development plan, the developer will be expected to provide proposed land-use maps, model floor plans, and exterior architectural sketch renderings of the proposed housing. The plan will specify appropriate performance standards and incentives assigned to ensure appropriate attention to design, construction, and finish standards and achievement of planned completion schedules and budgets. A development plan that attempts to satisfy only the minimums expressed in this paragraph will be deemed unacceptable. The Army expects the developer to employ its expertise to craft a plan that goes beyond the minimums and takes full advantage of the assets and revenues for the benefit of the soldier and the soldier's family.

Presidio of Monterey: A comparison with current Army standards suggests that 99.6% of the 1,675 existing housing units, which include 37 historical units, will need renovation or replacement within the first 10 years of the Presidio of Monterey Project. In addition, all housing must reach a "green" status as defined by The Army's Installation Status Report (ISR) by 2010. Life-cycle renovation or replacement of the inventory will take place during the course of the Presidio of Monterey Project on a schedule to be agreed upon by The Army and the developer. A current Housing Market Analysis (HMA) does not project a family-

housing deficit, however, an updated housing deficit determination will be made during the CDMP process.

The successful bidder may be required to address the Naval Postgraduate School's 593 unit La Mesa Family Housing during CDMP. If the Navy requests this option, this housing area may be added to the Presidio of Monterey Project scope.

Fort Irwin: Moffett Federal Airfield and Parks RFTA are not contiguous to Fort Irwin but are combined with Fort Irwin as one Project. A comparison with current Army standards suggests that approximately 32% of the 2,755 existing housing units will need renovation or replacement within the first 10 years of the Fort Irwin Project. The following is a breakdown of the Fort Irwin/Moffett/Parks RCI Project:

	<u>INADEQUATE</u>	<u>ADEQUATE</u>	<u>INVENTORY</u>
Fort Irwin	639	1,413	2,052
Moffett Federal Airfield	194	496	690
Parks RFTA	13	0	13
Total	846	1,909	2,755

There are nine (9) historical housing units at Moffett Federal Airfield, but none on Fort Irwin, or Parks RFTA. In addition, all housing must reach a "green" status as defined by The Army's Installation Status Report (ISR) by 2010. Life-cycle renovation or replacement of the inventory will take place during the course of the Fort Irwin Project on a schedule to be agreed upon by The Army and the developer. A current HMA does not project a family housing deficit, however, an updated housing deficit determination will be made during the CDMP process.

Expansion of housing stocks beyond that required to meet the on-post requirement (at each installation as applicable) will not be authorized. In the future, the government may contract with a third party to conduct periodic market analyses aimed at determining necessary adjustments to on-post family housing needs. The potential for adjustments to the inventories, and subsequent actions / procedures, will be addressed in the CDMPs.

To further The Army's goals, The Army may authorize the developer to construct and operate one or more ancillary supporting facilities (e.g., tot lots, community centers, day care centers, dining facilities, unit officers, etc.) that relate to and support the family housing community and complement business operations in the local community. However, such facilities may not be in direct competition with the activities of the Boards of Directors for Army Morale Welfare and Recreation (MWR) organizations, The Army and Air Force Exchange Service (AAFES), and the Defense Commissary Agency (DeCA) without the approval of

these organizations. In the CDMP, the developer will be expected to include the type, size, location, and features of each ancillary supporting facility that it proposes to build and operate in the residential housing community. However, the developer is not required to take ownership and operational responsibility for any existing ancillary supporting facilities other than those playgrounds, ball fields, etc., located specifically in the housing areas.

The steps below outline the process during the CDMP development for requesting approval for a private commercial or retail activity / hub, or a facility or service that falls in the area of MWR. The developer must be aware that private competition on a military installation with AAFES, DeCA and MWR is strictly prohibited per Sec. 2804, pages 346-347, of the National Defense Authorization Act for Fiscal Year 2000, Conference Report to Accompany S. 1059, unless approved by the OASA (M&RA).

a. The developer must work with the Installation Commander (or their staff, if so directed) to determine requirements.

b. The developer must submit a letter (as soon as the requirement is known) to the Installation Commander who will then forward the request through Army channels to the OASA (M&RA) of their intent to contact the relevant commander(s) of MWR, AAFES, or Commissaries. The letter is intended to seek support for private revenue or non-revenue producing activities, hubs, centers, facilities, or services. Approval authority for these types of activities is vested with the OASA (M&RA). A letter or memo signed by the Installation Commander concurring with the proposed effort shall be attached to this correspondence.

ADDRESS: Assistant Secretary of The Army (Manpower and Reserve Affairs)  
111 Army Pentagon  
Washington, DC 20310-0111

c. The developer is responsible for working with the Commanders of AAFES, DeCA, and/or US Army Community and Family Support Center (CFSC) on these types of ancillary support Projects. The developer will submit any command approved final proposals regarding construction and maintenance of revenue producing and non-revenue producing endeavors related to these programs through the commander(s) of AAFES, DeCA and / or CFSC to OASA (M&RA). OASA (M&RA) has final jurisdictional authority to approve the developer's proposed revenue-producing and non-revenue producing endeavors, and the OASA (M&RA) will inform the RCI Director of the decision on the proposed requirement, terms and scope.

The Army will prepare and provide documents required for compliance with the National Environmental Policy Act (NEPA) to the selected developer, which will become part of the CDMP. A part of the NEPA documentation will

include coordination of Section 106 of the National Historic Preservation Act and Section 7 of the Endangered Species Act. Funding for preparation of environmental documentation outside The Army's currently proposed scope will be the responsibility of the selected developer. The Army will disclose the information it has collected on existing environmental hazards through the NEPA process and the preparation of the Finding of Suitability to Lease (FOSL). The developer will assume management responsibilities for these environmental hazards upon implementation of the CDMP.

The CDMP will include a subcontracting plan describing the developer's standards for selecting subcontractors to work on the Project, and will provide details about the developer's goals for subcontracting with small businesses.

Finally, the CDMP will specify schedules for the performance of all development activities related to the Project.

### **2.1.2 CDMP Financial Plan and Transactional Instruments**

The financial plan and transactional instruments will describe the offeror's plan for financing projected long- and short-term expenses associated with the Project, and the transactional instruments required to execute the Project. At a minimum, this plan will include:

- An integrated financial pro-forma analysis covering expected income and expenses over the life of the Project, including that which is necessary to ensure quality long-term operation, maintenance, and property management for the residential community. The pro forma analysis will incorporate development and operational elements.
- A detailed statement of sources and uses of funds and cash flows, identifying any applicable MHPI financial tools that the offeror proposes to use in conjunction with the project.
- Drafts of legal documents describing the relationship between The Army and offeror, and the rights and obligations of each party for implementing the Project (e.g., drafts of limited partnership agreement, ground lease, management and incentive agreements, government loan, and guarantee instruments and / or other appropriate instruments).

### **2.1.3 CDMP Operations, Maintenance, and Property Management Plan**

The operations, maintenance, and property management plan will describe the offeror's concept of, and approach to, operating, maintaining, and managing the family housing residential community. At a minimum, the plan will

specify appropriate performance standards and incentives designed to ensure that the residential community, including historic district areas if applicable, is effectively operated, maintained, and managed on a long-term basis at high levels of quality and upkeep. Compliance with Section 106 of the National Historic Preservation Act and Section 7 of the Endangered Species Act is required. Compliance with local, state, and Federal environmental regulations is required. The operations, maintenance, and property management plan should also describe the offeror's strategy for making capital improvements to the residential community through the life of the Project.

#### **2.1.4 Completion of Phase 1 – Project Planning**

The Army will pay the developer a fixed sum of \$350,000 upon completion of Phase 1, as described in Appendix D. CDMP completion is defined as when the CDMP is accepted by the installation, applicable major Army Command (FORSCOM / TRADOC), HQDA, OSD, OMB, and the Congress. This payment will be made in lieu of any other formula for compensation. In return for this payment, The Army will be granted full and unlimited rights to use the CDMP, including the right to provide the CDMP to other developers in this or other military housing privatization Projects. At this point, the contract will be complete and the developer will have no right, title, or interest in Phase 2 by virtue of its participation in Phase 1.

If The Army and developer are unable to reach agreement on a Project CDMP, the plan is not otherwise acceptable to The Army, or the offeror fails to provide the CDMP within the agreed upon time, The Army may terminate the developer's work on the Project. At its own discretion, The Army may continue to proceed with the Project by working with another developer deemed most advantageous to the government or by seeking new RFQ responses. Consequently, offerors within the competitive range are requested to keep their responses to each Project RFQ open for twelve (12) months following the contract award.

#### **2.2 Phase 2 – Project Implementation**

The Army desires to have the successful CDMP developer implement the agreed upon plan. Once the cognizant command (FORSCOM / TRADOC), HQDA, OSD, OMB, and the Congress approve the CDMP, the developer and installation may be given approval to begin transition toward Project implementation. This approval will mark the beginning of Phase 2 of the Project. During Phase 2, the developer will implement the approved CDMP. The Army, in conjunction with other agencies who have a vested interest in the land, will transfer beneficial ownership of the existing housing units and provide an appropriate interest in the underlying land to the developer to facilitate implementation in a manner consistent with the agreed-upon CDMP and with prudent business practices.

The developer should not expect, and will not be compensated by the Government for costs it incurs following acceptance of the CDMP and payment of the contracted price. The implementation may result in additional costs to the developer, which arise between acceptance of the CDMP and the time when the developer takes control of the housing assets and begins collecting BAH. These costs remain the sole obligation of the implementation developer regardless of the amount and purpose and will not be reimbursed through appropriated funds.

### **3.0 MILITARY HOUSING PRIVATIZATION INITIATIVE (MHPI) LEGISLATION**

The MHPI legislation (10 U.S.C. §§ 2871-2885) provides special authorities for the construction and improvement of military housing. It was specifically enacted to enable the Military Services to leverage housing assets (land and buildings) and limited financial resources in an effort to obtain private sector capital and expertise to improve the quality of life for Service Members and their families.

#### **3.1 MHPI Authorities**

The MHPI provides four main financing tools that can be used separately or in conjunction with each other. This summary is provided to help the offeror gain a general understanding of the MHPI legislation, but reference should be made to the actual MHPI language in order to fully understand this law. The offeror should consider the effect of OMB scoring on each tool.

**3.1.1 Direct Loans and Guarantees.** The Secretary of The Army can provide direct loans to private firms in the form of second mortgages when external financing is not adequate to make a Project financially feasible. Loan guarantees can be used to help a developer obtain private sector financing by reducing Project risks that are specific to military installations, such as base closure, downsizing, or extended deployments. The selected developer will be expected to assume normal business and market risks, such as construction delays.

**3.1.2 Conveyance or Lease of Existing Property and Facilities.** The Army can convey or lease existing Army land, housing, and related facilities to the developer for the purposes of privatizing military family housing.

**3.1.3 Differential Lease Payments.** The Army can enter into an agreement to pay a rent subsidy to the developer. However, this authority will be used only in unusual cases, for example, when the total income stream is insufficient to ensure a reasonable return on investment.

**3.1.4 Investments.** The Army can make investments in non-governmental entities carrying out authorized housing privatization activities. Such investments may take the form of acquiring a limited partnership interest, purchasing stock or other equity instruments, purchasing bonds or other debt instruments, or any combination of these. The Army's cash contribution is limited to one-third (33 1/3 percent) of the Project's capital cost. If land and facilities are conveyed to the developer as part of the investment, the value of the land and facilities together with any cash contribution cannot exceed 45 percent of the Project's total capital cost.

## **3.2 Other Provisions and Considerations**

**3.2.1 Local Standards.** The MHPI legislation allows developers to build housing to local market standards and exempts the Project from all MILCON standards, such as statutory square-footage standards for various military pay grades. However, if one submission proposes to provide a higher level of quality than another, the higher quality submission would receive a more favorable evaluation.

**3.2.2 Basic Allowance for Housing (BAH).** The BAH is a monetary entitlement granted to service members who live in non-government housing. Service members may use this allowance to pay rent to the developer for housing that is developed and managed under this program. Under current Army policy, rents for on-post housing under this program (including a reasonable amount allocated to cover average utility usage) must not exceed the service member's BAH. Accordingly, the developer will be required to set rents in accordance with that policy. Revisions to the BAH rate are processed annually and are based on market survey and other indicators of the local housing market, but are subject to Congressional approval. Revisions to the individual BAH entitlement are processed on a continual basis based on changes in the service member's rank, deployment status, etc. For more information on the BAH system, refer to the following website: <http://www.dtic.mil/perdiem/pdrates.html>. The service member's BAH includes a utilities component, insurance component, and rent component. The developer's responsibility for utility costs is described below in the "Utilities" paragraph.

**3.2.3 Mandatory Allotments and Assignments.** The MHPI legislation also enables The Army to mandate housing allotments (i.e., automatic payment deductions from the service member's pay for rent payments) and to mandate housing assignments (i.e., require service members to live in Army housing). The Army does not intend to use mandatory housing assignments. Rather, the developer should market these housing units to attract service members and their families as in the private market. The Army has already used allotments in housing privatization and, in future transactions, it will use a third party vendor to transfer the service member's BAH once the member elects to live in the housing.

**3.2.4 Non-Military Renters.** In the event that the military requirement for the housing diminishes, non-military members may be allowed to occupy privatized housing. Together with the developer during the CDMP development, The Army will establish a priority order of assignment much like that in Army Regulation (AR) 210-50 and the current minimum-vacancy threshold for military renters that must be exceeded before non-military tenants are allowed. If allowed, non-military tenants will likely pay market rent plus utilities, however, this will be addressed during the CDMP development. If non-military tenants are allowed, arrangements for access to the installation during times of heightened security will be addressed during the development of the CDMP.

**3.2.5 Real Estate Taxes.** The developer will be responsible for any real estate or other ad valorem taxes assessed on the Project. The requirement to pay local real estate or other ad valorem taxes will vary from locality to locality. Each prospective developer must make its own assessment of the likelihood that the Project will be required to pay such taxes. Any agreement between The Army and the selected developer reached as a result of this RFQ will not relieve the developer of the obligation to pay taxes if required by appropriate law.

**3.2.6 Ancillary Supporting Facilities.** Housing Projects developed under this legislation can include facilities related to military housing units, including tot lots, community centers, housing offices, dining facilities, and other similar facilities for the support of military family housing. Final approval authority for such facilities related to MWR, AAFES, or DeCA rests with the ASA (M&RA). Instructions to request approval for such facilities can be found in section 2.1.1

**3.2.7 Utilities.** The developer will be responsible for all costs of utilities provided to common areas of the Project and all vacant units during the entire Project period. Further, the developer will be responsible for all utilities in occupied housing units covered by the Project until: (1) the units have been renovated or replaced, (2) utility meters (electric, gas, and / or oil) are installed, and (3) a 12-month consumption record has been established. Following these three (3) conditions in an entire housing area and the provision of appropriate notice to the service member occupant, the service member will become responsible for the cost of utilities (electric, gas, and / or oil) for their residence. After consumption records have been established, an average utility consumption cost will be determined for each housing unit type. The service member will then receive this amount from his / her BAH and be responsible for paying utilities. Should the utility costs exceed the service member's identified utility allowance, the service member will be responsible to pay that amount from basic pay. If the utility bill is less than the calculated allowance, the service member retains those funds. The remainder of the service member's BAH will go to the selected developer as rent. The developer should plan to implement

energy efficiency improvements and meter all the housing units as soon as practicable (e.g., new and renovated units) but no later than the end of year ten (10) of the Project at which time all residents will be responsible for their utilities. Details of utility costs and allowances will be developed during the CDMP process.

### **3.3 Office of Management and Budget (OMB) Scoring**

Each agreement entered into by The Army as a result of the RFQ process may be "scored" by OMB for budget purposes prior to approving the CDMP. Scoring is an accounting convention that measures the value of a potential future financial obligation to The Army, recognize it for budget purposes, and record it as an Army Departmental obligation at the time an agreement is signed. Sufficient appropriations must be available to cover the scored amount for each agreement. Therefore, OMB scoring rules may affect the attractiveness of available MHPI tools in conjunction with Army housing privatization Projects. OMB guidelines on scoring are provided in Appendix G.

Section 4.5.7 below (Financial Return) outlines the relationship between OMB scoring and The Army's evaluation of each offeror's proposal. Accordingly, the effect of OMB scoring should be taken into account when considering how best to leverage The Army's assets at the specific installation. Consequently, offerors should attempt to maximize total private sector resources available for the specific installations while minimizing the effect of OMB scoring on The Army's commitment of assets.

## **4.0 CONTRACTOR SELECTION PROCESS**

In Step One (establishment of competitive range) of the two-step RFQ process, the prospective offeror's submission should include Part (A) Information requested in Section 4.2 (Administrative Minimum Experience Requirements) of this RFQ and Part (B) Information requested in Section 4.3 (Statement of Qualifications), subsections 4.3.1 through 4.3.5 of this RFQ. The Army will evaluate this information in accordance with the process, procedures, and evaluation factors set forth in this RFQ. An offeror's submission must first demonstrate satisfaction of the Administrative Minimum Experience Requirements. The Evaluation Team's assessment of responses to Sections 4.3.1 through 4.3.5 will establish a competitive range of offerors. The offerors selected for the competitive range will be the firms whose submissions, in The Army's judgment, are determined to be highly qualified and thus eligible for further consideration for potential long-term business relationships designed to achieve the goal of improving military housing communities. The Army reserves the right, however, to reject all responses to the RFQ.

## **STEP ONE**

### **4.1 Information Request Instructions**

Both single-firm offerors and joint venture offerors are required to furnish information to The Army in accordance with the instructions provided below. For the purposes of this RFQ, a single-firm offeror would manage the Project under the direction of a single principal member (defined below). By contrast, a joint venture is a single business entity such as a partnership, limited liability company or other legal entity consisting of two or more principal members. A legally capable partnership (joint venture) can also include one or more members of the partnership that is a 501c3 corporation or other non-profit organization. The percentage of ownership of each of the principal members of the joint venture should be specifically identified. (This language is intended to illustrate one means by which a tax exempt entity may participate in the process, i.e. as a member of a joint venture. However, this language does not prevent an entity, which is capable of meeting the minimums outlined in the RFQ, from submitting a proposal as a single offeror.) To compete for inclusion in the competitive range and for specific installation opportunities, a joint venture must commit to work with The Army as a single business entity, and is required to provide information both on the joint venture itself as a single business entity and on the joint venture's principal members. Once included within the competitive range, an offeror should have a formally established legal single business entity or it may be excluded from further consideration.

The term "principal member" means a legal entity that has an identified ownership interest in the single business entity that is responding to this RFQ. In this RFQ, the term offeror is synonymous with single business entity. The principal member concept allows newly formed joint ventures to compete based on the experience of their principal members. Additional information on this aspect of The Army's evaluation is provided in Section 4.5.1. However, only experience of principal members will be used to evaluate any proposals. Single business entities planning to use a non-profit structure are advised to clearly demonstrate the experience of each principal member.

#### **4.1.1 Submission Instructions**

Administrative Minimum Experience Requirements, Statement of Qualifications, as well as completed representations and certifications required from Appendix D and paragraph 7.0 of the RFQ, must be signed and submitted in a clearly identified original hardcopy version (plus five copies), and provided electronically on compact disk (CD). Executive Order 13101 (Greening the Government through Waste Prevention, Recycling, and Federal Acquisition) must be followed for submission of hard copy proposals. Executive Order 13101 is included at Appendix E. The Administrative Minimum Experience Requirements, Statement of Qualifications and required representations must be

produced in Microsoft™ Word (no exceptions), 8 1/2" x 11" format (no exceptions), using 12-point type in the Arial font (no exceptions). Spreadsheets must be produced in Microsoft™ Excel (no exceptions), 8 1/2" x 11" format (no exceptions). Third party generated documents may be reproduced without format change and entered on the CD using any readily available format. The Army must receive signed submissions no later than 24 January 2002 at 1630 hrs (4:30PM), Eastern Time (ET) at:

If Mailed:

Army RCI Task Force  
US Army Corps of Engineers, Baltimore District  
Attn: Tracy Fetchik , CENAB-CT  
PO Box 1715  
Baltimore, MD 21203-1715  
Reference: RFQ No. DACA31-02-R-0001

If Hand carried (or sent via overnight delivery):

Army RCI Task Force  
US Army Corps of Engineers, Baltimore District  
Attn: Tracy Fetchik, CENAB-CT  
10 South Howard Street, Room 7000  
Baltimore, MD 21201  
Reference: RFQ No. DACA31-02-R-0001

Submissions failing to arrive by the established deadline will not be evaluated.

#### **4.1.2 Submission of Step One, Part A**

The Administrative Minimum Experience Requirements (Part A) information shall be submitted separately from Part B information requested in Section 4.3 (Statement of Qualifications), and shall stand alone in determining an offeror's ability to satisfy the minimum experience requirements. This information serves to insure that offerors meet a basic level of experience prior to being further evaluated. Only the information contained in Part A will be considered in determining if an offeror meets the administrative minimum experience requirements. However, information in Part A will be considered when evaluating Part B.

In addition to the Administrative Minimum Experience Requirements, offerors should provide the legal jurisdiction under which the firm is organized and operating by submitting the proof of existence as an established legal entity, providing a proper Data Universal Numbering System (DUNS) number (<http://www.dnb.com>) and providing a Commercial and Government Entity (CAGE) Code with the submission. The Government requests the DUNS

number for the legal entity, however as a minimum at Step One, Part B, the Offeror shall provide the DUNS number of at least one principle member.

Offerors must be registered with the Department of Defense Central Contractor Registry, which can be accomplished through <http://www.ccr.gov>.

Submissions for the Administrative Minimum Experience Requirements (Section 4.2) are limited to a total of five (5) single-spaced pages. Page tabs shall not be used in Part A.

#### **4.1.3 Submission of Step One, Part B**

The Statement of Qualifications (Part B) should be submitted in sufficient detail to:

- Permit the Evaluation Team and Source Selection Authority (SSA) (described in Section 4.4 below) to reach a reasoned judgment regarding the offeror's qualifications.
- Distinguish the offeror from other candidates.

Part B submissions are limited to a total of 75 single-spaced pages, including tables or charts where appropriate. Blank tab pages do not count toward the 75-page count. Submissions shall be in Microsoft™ Word format, 12-point type in the Arial font, except that tables, charts and 3<sup>rd</sup> party documentation may be in any format, type and size font. The following are not included in the 75-page limit: information requested in Section 4.2 (Administrative Minimum Experience Requirements); the audited financial statement (or 10Ks if the entity is publicly owned) requested under Section 4.3.2; and “Offeror Representations and Certifications” requested in Appendix D.

Submittals exceeding the 75 single-spaced page limitation will result in the information provided on pages over the 75-page limit not being considered.

### **PART (A)**

#### **4.2 Administrative Minimum Experience Requirements**

The single-firm offeror or a principal member in a joint venture must submit a list of Projects with sufficient detail to demonstrate that it meets the following administrative minimum experience requirements. An offer that fails to satisfy the administrative minimum experience requirements will not be eligible for further consideration and will be eliminated from competition. One principal member must meet minimum experience requirement 1, one principal member must meet minimum experience requirement 2, and one principal member must

meet minimum experience requirement 3, although each need not be the same principal member: The minimum experience requirements are:

- The offeror has within the past ten (10) years served as the primary developer and principal sponsor (with an ownership interest) in at least three (3) completed development projects, or completed project phases, each of which included a residential component consisting of a minimum of 200 units of multi-family (three stories or less), attached or detached family housing units.
- Provided property management including operations, leasing, repairs and maintenance, and capital improvements as well as asset management for three (3) completed major residential projects, each of which included a rental residential component of at least 200 units. These “managed projects” do not have to be the same projects discussed in number 1 above.
- The offeror has, within the past ten (10) years, structured, arranged, and managed the capital formation including, equity and both short and long term debt, for three (3) completed residential projects or completed project phases, each resulting in actual development costs of at least \$30 million. It is acceptable to inflate historical development costs to current dollars using a commonly accepted inflation factor. The source of the inflation factor shall be identified and the figures provided in this requirement including the actual costs incurred. These completed residential projects do not have to be the same projects discussed in number 1 and 2, above.

## **PART (B)**

### **4.3 Statement of Qualifications**

In the Statement of Qualifications, include the following information:

#### **4.3.1 Experience**

An offeror should provide a list of all-major development Projects completed or currently being managed by its principal members relevant to residential communities. This list may include Projects noted in the Administrative Minimum Experience Requirements list. For each major development Project listed, include a brief description of the Project, including its name, size (dollar value/number of units), type (single family, town homes, apartment complex, etc), nature of construction (whether new construction, moderate rehabilitation, substantial rehabilitation or redevelopment) and location.

In addition, for the five (5) most relevant projects to the development of Army family housing communities, provide information as indicated below in this paragraph 4.3.1. The responsibility of the offeror is to determine which five example projects it considers most relevant to the RCI process. Relevant Projects include, but are not limited to, those that a principal member currently owns and manages. Specific factors of importance to The Army include: new construction of attractive market rate housing; properties involving the rehabilitation of existing housing and the relocation of current tenants; properties needing to be made more market competitive; and properties that have been owned, managed, and financed for a long time (e.g. 10 years) which remain viable and competitive. The more recent a particular activity occurs, be it management, development, construction or other, the more it demonstrates current skill in that activity.

1. Name of Project
2. Location (address, city or town, county, state)
3. Land-Use Program/Phasing
4. Key Dates (for each Project)
  - Date land acquired
  - Date construction started / ended
  - Date occupancy began
  - If applicable, date sold or refinanced
5. Project Economics and Finance
  - Budget development costs, including “hard” and “soft” costs
  - Total development costs, including "hard" and "soft" costs
  - Financing, including debt (short- and long-term) and equity (developer and investors) financing
  - Description of ownership structure, including percentage of ownership by principal member
  - Occupancy rate (initial and sustained)
  - Contact information (names, addresses, e-mail addresses and telephone numbers) for all debt and equity sources (to be used for reference check)
  - Description of financial performance, including performance vis-à-vis Projections in the development pro forma.
6. Operation, Maintenance and Repair, and Property Management
  - Scope of services provided
  - Customer service levels and standards of performance

- Operation, maintenance, and property management services and related standards of performance, including services provided for historic properties

7. Issues Encountered and Resolved, such as:

- Environmental activities and remediation (such as lead based paint, asbestos, radon, and underground storage tank analysis)
- Involvement in public approval and zoning processes
- Historic preservation (including renovations, conversions and / or landscaping)
- Seismic mitigation
- Regulatory public approvals and entitlements
- Community concerns
- Quality Assurance / Control

8. Strategic Partnering and Relationship Issues

- Details concerning cooperation with other business entities or organizations in Projects involving long-term real estate management services
- Information regarding material disagreements with other participants, the offeror's approach to dispute resolution and how these disagreements were resolved
- The offeror's experience (if any) with public-private housing partnerships involving affordability objectives regulations and subsidy funding.
- The offeror's experience (if any) working in partnerships, joint ventures, or other collaborations

**4.3.2 Financial Capabilities**

Provide documentation and statements relevant to the offeror or its appropriate principal member(s) as identified below. Among other things described in this RFQ, The Army is seeking a firm that demonstrates a strong financial structure. This can be demonstrated through the audited financial statements. There is no minimum net worth requirement, however, total net worth is considered in the evaluation.

- Audited financial statements (or 10Ks if the entity is publicly owned) for the last three (3) years.

(Parent and holding companies should submit audited financial statements if they intend to commit resources to a developer or joint venture in which they own a controlling interest.)

- Documentation demonstrating the firm's capability to secure financing and operating capital for the project as well as the offeror's capability to obtain financing and capacity to secure payment and performance bonds (or alternate forms of security, in sufficient detail so The Army can evaluate same) in a timely manner for a project the size of Presidio of Monterey / La Mesa (if required) and / or Fort Irwin, Moffett Federal Airfield, and Parks RFTA.
- Joint ventures should submit audited financial statements and documentation demonstrating financial capabilities and bonding capacity only for the single business entity itself, unless the single business entity has been newly formed for this specific project or if principal members of the single business entity will be independently responsible for financial commitments. In the latter cases, audited financial statements and documentation relating to financial capability and bonding capacity should be submitted for the single business entity and, individually, for all principal members of the offeror responsible for obtaining financing for the Project.
- Documentation which addresses and identifies the equity necessary (i.e., sources and amount) to obtain financing for a project of Presidio of Monterey / La Mesa (if required) and / or Fort Irwin, Moffett Federal Airfield, and Parks RFTA.
- Description of financial performance, including performance vis-à-vis projections in the development pro forma.
- Economics of sharing arrangements between the principal members and investors, including identification of all sources of return to the owners and investors.

**All financial information submitted for this RFQ will be protected from public disclosure if the provider identifies and justifies the information as proprietary, and requests such protection at the time of submission. Information that is considered proprietary should be clearly marked as such on each page. Prospective developers should be aware, however, that The Army may share financial information with financial consultants assisting The Army with this initiative as well as Congressional committees, if requested by the committees as part of their legislative oversight function.**

#### **4.3.3 Organizational Capabilities (Corporate Level)**

Provide basic background information on:

- The offeror's history and background.

- The status and structure of the firm's organization (e.g. limited liability company).
- In the case of joint ventures, each principal member's appropriate history and background, assigned areas of responsibility, and any legally enforceable agreements or other mechanisms that will be relied on to ensure the firm's successful long-term operation.
- The firm's capabilities to plan, develop, redevelop, renovate, operate, manage and maintain large-scale residential rental development projects, including providing for their construction, financing, and long-term operation and protection of existing historic aesthetic values.
- The name, address, telephone number, fax number, and e-mail address of the person authorized to represent your firm and to serve as the single point of contact during the developer selection.

#### **4.3.4 Past Performance**

Provide names, titles, organizational affiliations, addresses, email address, and telephone numbers of individuals who will serve as references for each of the five projects identified as most relevant to the development and management of Army family housing communities (those for which you provided information pursuant to Section 4.3.1).

- Provide at least one reference for each of the following categories that are relevant to each Project: financial institutions, local government agencies, business partners, major customers, and major contractors.
- List any of the firm's (in the case of joint ventures, any principal member's) Projects, over the last 10 years, in which (a) the ownership has been restructured due to adverse circumstances (including default, need for new capital renovations, material negative cash flow, change of controlling partner), (b) the management company has been replaced at the instigation of the owner, the lender, or a regulator, and/or (c) any action that has been commenced by a lender to replace, sanction, or suspend any of the principals from future participation in lending activities and describe the circumstances of such restructuring. If you have not had any Projects restructured because of financial difficulties, provide an affirmative statement so indicating.
- List all material instances of litigation or formal Alternative Dispute Resolution (ADR) processes (e.g., binding arbitration) during the last ten (10) years and involving a claim in excess of \$50,000 to which each principal member has been a party relating to partnering,

financial performance, and/or treatment of residents. For those matters involving a claim equal to or in excess of \$500,000, provide a detailed description of the litigation or ADR process.

#### **4.3.5 Small Business Utilization (General History)**

Provide information concerning your offeror's use of small business concerns that:

- Describes the offeror's documented policies relating to small business participation and the extent of participation of small business concerns in your offeror's past and current Projects. In case of a joint venture, information, as stated above, on the use of small business concerns on past projects should be provided separately for each principal member.
- Provide at least one point of contact for Projects within the last three years that has involved subcontracted work to include small business. Include the name, Project title, and phone number of the local, state, or federal government / company / agency for these Projects.

For your reference in providing this information, the term small business concerns refers to Small Businesses, Small Disadvantaged Businesses, Women-Owned Small Businesses, Veteran-Owned Small Businesses and Service-Disabled Veteran-Owned Small Businesses. Information concerning the definition and size standards for small business concerns may be found at 13 Code of Federal Regulations (CFR) Parts 121 and 124.

Although the above CFR section contains the accurate definition, in general, a small business is defined as an independently owned and operated business, not dominant in its field of operation and generally restricted by number of employees or average annual gross revenue. For instance, for many service industries, the firm must have less than \$5 million in average annual gross revenue over a three-year period to be considered small. For other service industries, the firm must employ less than 500 employees. A small disadvantaged business must, in addition to being small, also be at least 51 percent unconditionally and directly owned by one or more socially and economically disadvantaged individual(s) who is/are a citizen(s) of the United States. A woman-owned small business is a small business that is at least 51 percent owned and controlled by one or more women. A veteran-owned small business is a small business that is at least 51 percent owned and controlled by one or more veterans (as defined at 38 U.S.C.101 (2)) and management and daily business operations of which are controlled by one or more veterans. A service-disabled veteran-owned small business is a small business that is at least 51 percent owned and controlled by one or more service-disabled veterans (service-disabled veteran means a veteran with a disability that is service-connected as defined in 38 U.S.C.101 (16)).

## **STEP TWO**

### **4.4 Submission of Step Two**

On the basis of responses to Sections 4.3.1 through 4.3.5, those offerors, determined to be highly qualified and thus eligible for further consideration for potential long-term business relationships designed to achieve the goal of improving military housing communities, will comprise an exclusive competitive range. Information provided below, plus any amendments, is the official requirement for Step Two. Offerors may avoid unnecessary expense by waiting to prepare Step Two until they are notified of their inclusion in the competitive range and advised by the solicitation amendment.

Only the offerors in the competitive range will be considered for Step Two of the RFQ. Step Two of the specific Project will be issued via an amendment to the RFQ. Responses to the amendment will be used to select a developer whose submission, in The Army's judgment, is determined to offer the best value to the military family housing for the specific installation.

Along with the Step Two submittals, Offerors shall provide the legal jurisdiction under which the firm is organized and operating by submitting the proof of existence as an established legal entity, providing a proper Data Universal Numbering System (DUNS) number (<http://www.dnb.com>) and providing a Commercial and Government Entity (CAGE) Code with the submission. Offerors not providing this information by Step Two, Part B will be considered unresponsive and eliminated from further consideration.

The contractor will be selected based on a four-factor evaluation during Step Two of the solicitation process. In Step Two, the offeror will be evaluated on its installation specific preliminary project concept statement, financial return, organization capabilities (both on-site and off-site, including a detailed organization chart and description of operational, management, and financial controls), and small business utilization plan (on-site). The details of the winning proposal will be the baseline for negotiation of the CDMP. Step Two submissions will be made in an oral presentation format with written documentation. The oral presentation allows offerors, among other things, to explain and display how they satisfy the Step 2 evaluation factors. The firm's written portion of the oral presentation should detail the facts and information that is described and discussed during oral presentations. The date, time, and location for the oral presentations will be provided to those firms within the competitive range following the Step Two Amendment (see section 4.5.2). Firms in the competitive range may decline to participate in a specific Step Two Project RFQ without a penalty of participating in other Project specific RFQ's in this solicitation.

#### **4.4.1 Preliminary Project Concept Statement**

The offeror should provide a preliminary Project concept statement, the purpose of which is to give The Army illustrative information about the offeror's overall vision, strategy, and approach to improving and maintaining the military family housing community at the Project sites. The actual, detailed, agreed-upon specific CDMP, which is the plan for community development and management at a specific installation will be negotiated and formalized during Phase 1 of the contract.

In crafting the preliminary Project concept statement, assume that your firm is selected as the developer for the Presidio of Monterey / La Mesa (if required) and / or Fort Irwin / Moffett Federal Airfield Project / Parks RFTA Projects(s). Beginning from the time of selection, describe your vision of The Army family housing community at the specific installation. The preliminary Project concept statement should also describe your approach to accomplishing the vision.

Your statement should include your firm's assessment of Army family housing needs at the installations and then discuss how you would address those needs. It should discuss the existing housing stocks and how you would alter or enhance those stocks to improve the family housing communities. This would include a description of how you would provide quality operation, maintenance, and property management services to the communities over the life of the Project. It should consider elements of community safety and recommended steps toward improvement. It should also include a general description of how you would enhance the aesthetic character and quality of the residential communities. It should also include items such as a conceptual land-use plan and a general description of potential housing products. You should indicate how you will protect the Project scope during the initial development period and identify those contingencies which might make your plan unexecutable. Detailed drawings, specifications, or other detailed technical information are not required as part of the preliminary Project concept statement. However, schematics that help explain your vision may add value to your presentation.

Describe how you would incorporate existing on-base community assets and design principles to achieve your vision. If your vision includes ancillary supporting facilities, your statement should describe the general nature of these facilities, how they relate to and support housing, explain your approach for integrating them into the residential communities for Army families and the surrounding civilian communities, and describe how you would finance, build, and operate them.

The preliminary Project concept statement should also describe your approach to building a long-term working relationship with The Army and other

community stakeholders, and summarize your methodology for successfully completing the CDMP planning process and undertaking the ensuing community development and management.

The statement should also describe your plan for reinvesting revenue earned from the Project back into the Project itself or, as appropriate, returning revenue to The Army. Particular attention should be given to your strategy as it relates to reinvestments for capital upgrades and other ongoing development tasks.

The preliminary Project concept statement should include your concept for bringing the Installation Status Report (ISR) for housing to Green by September 30, 2010. You should indicate how you will ensure that this milestone is reached and identify those contingencies which might make it unexecutable. A copy of the current standards for the ISR may be found at the following website: <http://www.hqda.army.mil/acsimweb/ops/isr1.htm> .

#### **4.4.2 Financial Return**

Provide a written statement, either in text or table form that addresses:

- The firm's range of expected rates of return for each specific Project based on your experience, approximate fee structure and incentive fees (if any), including all other sources of financial return and why these sources are competitive and reasonable, and any other sources of return your firm or affiliates would expect to earn on similar Projects.
- The anticipated sources of capital (debt and equity) that will be used to finance short- and long-term Project expenses. This should include the firm's plan for competing both the debt and the underwriting during Phase 1 of the CDMP development.
- The firm's intent concerning the use of Army assets and resources as permitted under the MHPI, in order to implement the firm's preliminary Project concept statement as described in Section 4.4.1
- The anticipated relationship, if any, between the firm's approach to reinvestment as described in the preliminary Project concept statement and its expected financial return for the Project, including anticipated timing and levels of refinancing and the proposed disposition of proceeds from refinancing as well as plans for adjusting the reinvestment approach in response to market standards and evolving property needs over time.
- The anticipated relationship, if any, between the firm's expected financial return and its approach for ensuring that service and

maintenance standards are met over the life of the Project, including the offeror's plan for keeping quality comparable with market standards over time.

- A written statement articulating the firm's strategy for financing the Project on a long-term basis including anticipated costs and why these are optimum. The statement should relate the proposed strategy to the firm's vision, documented financial capabilities, and identified expectations for financial return as well as how adjustments will be made in response to changes in the capital markets or the housing market.
- Provide a rudimentary 50-year pro forma analysis depicting your initial and out year development period construction budgets and 50-year operating cash flow. Include all development periods, all derived income, BAH growth, and all other assumptions and limitations. Expected sources and uses must be clearly explained in the pro forma. Presentation should include a waterfall diagram, a summary of key assumptions with footnotes, and an accompanying explanation of the lock box accounts.

#### **4.4.3 Organizational Capabilities (On-Site, Installation Specific)**

Provide basic background information on:

- The key person who will be responsible for representing the offeror in all matters and for coordinating and integrating all functional elements of program requirements into seamless strategies, processes, and solutions throughout both the procurement phase and during the CDMP.
- Key personnel to be assigned to the CDMP development process and their anticipated roles throughout all phases of the required work effort. Key personnel are those who are considered critical to the accomplishment of the required services. For each key person identified, submit a one-page resume that, at a minimum, describes the key person's duties and responsibilities, his/her education, knowledge, skills, expertise, and other qualifications relevant to the accomplishment of the Project. Also, on a separate page, indicate the extent to which key personnel worked together on Projects relevant to the specific effort. This section should include an organization chart that depicts the relationship between the key people.
- Key personnel to be assigned to the CDMP implementation and their anticipated roles throughout all phases of the required work effort. Key personnel are those who are considered critical to the accomplishment

of the required services while at the installation. For each key person identified, submit a one-page resume that, at a minimum, describes the key person's duties and responsibilities, education, knowledge, skills, expertise, and other qualifications relevant to the accomplishment of the Project. Also, on a separate page, indicate the extent to which key personnel worked together on Projects relevant to the specific effort. This section should include an organization chart that depicts the relationship between the key people.

#### **4.4.4 Small Business Utilization Plan (On-Site, Installation Specific)**

Provide information concerning your firm's proposed use of small business concerns that:

- Articulates your firm's approach to ensuring that small business concerns will have maximum practicable, subcontracting opportunities during Phase 2 (CDMP implementation). For example, this discussion should include an illustrative list of work areas (e.g., building, maintenance, etc.) in which you will use small business concerns.
- Provide your plan for how much (either dollars or percentage) of the overall cost of this Project will be subcontracted to small business concerns.

#### **4.5 Evaluation Process and Evaluation Team**

The Army will establish an Evaluation Team to review responses to this RFQ in order to select the developers for each specific Project. The Evaluation Team will include Army executives and personnel and will seek advice from consultants with specific expertise in large-scale residential community development, historic preservation projects, environmental issues, financing, operations, and management services. An initial review will be conducted to ascertain whether submittals have met the administrative minimum requirements as outlined in RFQ step one, Part A. The Evaluation Team in Step One, Part B will review only submissions that have met the administrative minimum experience requirements. Additional communication with prospective developers, as well as independent background analyses, may be conducted at the discretion of the Contracting Officer. References identified by prospective developers in their submissions and other third parties may also be contacted.

##### **4.5.1 Competitive Range Based on Initial Submissions (Step One)**

The Army intends to evaluate submissions received in response to this RFQ without providing prospective offerors the opportunity to revise their submissions during Step One. Consequently, the offeror's initial submission should contain all information that the offeror thinks is needed to demonstrate to

The Army that the offeror is qualified to advance to Step Two. While the government does not intend to meet with offerors to encourage revisions to their submissions, The Army may contact offerors to clarify certain aspects of their submission or to correct clerical errors. As an example, The Army may contact an offeror to clarify the scope of the offeror's involvement in a past development project. The number of firms included in the competitive range may be limited in order to make the evaluation process as efficient as possible. Additional details concerning the competitive range and its formation may be found in Appendix D.

#### **4.5.2 Award Based on Oral Presentation (Step Two)**

The Army intends to select the awardee for each Project contract following oral presentations. Offerors in the competitive range will be notified in order to properly arrange for their oral presentations. Firms electing to compete for a specific Project shall notify the contract specialist, in writing, of their intent to participate at least 15 days prior to the closing date of the Step Two RFQ amendment. Each offeror choosing to participate will then be assigned one presentation date within a number of consecutive available dates. The order of appearance will be selected on a random basis. Offerors within the competitive range agree to hold their proposals open for one year (365 calendar days) from the date of closing for receipt of their Step One proposal in the event issuance of Step Two is delayed.

Notice of intent to participate in Step Two shall be delivered as follows:

If Mailed:

Army RCI Task Force  
US Army Corps of Engineers, Baltimore District  
Attn: Tracy Fetchik , CENAB-CT  
PO Box 1715  
Baltimore, MD 21203-1715  
Reference: RFQ No. DACA31-02-R-0001

If Handcarried:

Army RCI Task Force  
US Army Corps of Engineers, Baltimore District  
Attn: Tracy Fetchik , CENAB-CT  
Room 7000  
10 South Howard Street  
Baltimore, MD 21201  
Reference: RFQ No. DACA31-02-R-0001

During Step Two, each offeror will be allowed eight (8) hours to make an oral presentation, which will be recorded on videotape. One copy of the videotape will be provided to the offeror within two weeks of the completion of the presentation. Offerors will be given approximately 30 days to prepare for their oral presentation.

Offerors will provide one clearly identified original hardcopy version of the content of their presentation (plus five copies) at the time of the presentation, as well as electronically on a compact disk (CD). There is no page limit on the written portion of the oral presentation. Offerors will have 72 hours after the conclusion of the presentation to submit clarifications and responses to questions to the address above. This final submittal document must be signed by the offeror's principal members and be submitted in a clearly identified original hardcopy version (plus five copies), and provided electronically on compact disk (CD). This document shall not exceed 25 pages. Blank tab pages do not count toward the 25-page count. Submissions shall be in Microsoft™ Word format, 12-point type in the Arial font, except that tables, charts and 3<sup>rd</sup> party documentation may be in any format, type and size font.

Source Selection Decision. At the conclusion of the oral presentation (as described above) and subsequent evaluation, the Evaluation Team will present its assessment to the Source Selection Authority (SSA). The source selection authority's (SSA) decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision will represent the SSA's independent judgment. Upon receipt of the SSA's decision, the Contracting Officer will make the award.

#### **4.6 Evaluation Factors**

The Evaluation Team will use five factors to evaluate the information provided in response to this RFQ for Step One. These factors are listed here in descending order of importance: (1) Experience, (2) Financial Capability, (3) Organizational Capability (Corporate Level), (4) Past Performance, and (5) Small Business Concerns as Subcontractors (General History).

The assessment of past performance will be used in making the "Best Value" selection. Past Performance enables The Army to better predict the quality of, and customer satisfaction with, future work. The contractor in this initiative must deliver the same high quality of service to The Army as it delivers to its best private sector customers. The emphasis placed on past performance demonstrates Army commitment to select the offeror that will carry through with what it promises in its proposal and negotiates in the CDMP for the entire term of the Project. Accordingly, offerors will be required to submit Project past performance information as stated in Section 4.3.4.

The Performance Questionnaire (Appendix I) will be used by the Evaluation Team to obtain customer input on the Projects submitted and this information will be consolidated into an overall past performance rating. The evaluation team may consider information about other Projects performed by offerors and identified through any and all means, including but not limited to customer surveys and comments from Government agencies.

The Evaluation Team's review of an offeror's Step One submission will form the basis for determining and recommending to the SSA approval of the competitive range. Offerors advancing to the competitive range will be invited to compete in Step Two for award of the individual RCI Projects. Step Two oral presentations will be evaluated on four factors. These factors are listed here in descending order of importance: (1) Preliminary Project Concept Statement, (2) Financial Return, (3) Organization Capability (On-Site), and (4) Small Business Utilization Plan (On-Site).

For each step, the elements and questions for each factor will be evaluated comprehensively to determine an overall rating for that factor, which will be used to analyze the offeror's ability to plan and implement the Project.

Each individual evaluation factor will be rated (as indicated below) as well as an overall rating applied to the proposal. The evaluators will assign one of the following ratings to each factor and then the offeror's overall submittal:

**Exceptional:** The offeror has demonstrated, based on an assessment of significant strengths and minimal, if any, weaknesses across all evaluation factors, that it can exceed the requirements of the specific Projects.

**Acceptable:** The offeror has demonstrated, based on an assessment of significant strengths and some weaknesses across all evaluation factors, that it can meet or possibly exceed the requirements of the specific Projects.

**Unacceptable:** The offeror has not demonstrated, based on an assessment of minimal strengths and significant weaknesses across all evaluation factors, that it can meet the requirements of the specific installation Projects.

**Neutral:** This rating will only be used to evaluate an offeror in the past performance evaluation factor (4.3.4). The offeror did not have a sufficient history that could be evaluated in a level of detail that allowed the evaluation team to draw a conclusion about the offeror's past performance.

In addition, each evaluation factor will be assigned a rating of exceptional, acceptable, or unacceptable based upon a similar demonstration of strengths and weaknesses as described above within that factor.

The evaluators will justify the evaluation factor rating by drawing upon the strengths, weaknesses, and risks identified for each of the evaluation factors. In addition to the adjectival ratings above, a risk rating will be assigned to the overall proposal. The purpose of this rating is to assess the level of risk associated with selecting the contractor to perform *Phase 1: Project Planning* and *Phase 2: Project Implementation*.

The individual member bases the risk-rating scheme for the overall evaluation rating on a risk assessment of the entire submittal. The evaluators will assign one of the following ratings to the offerors' submittal:

**Low Risk:** Any weaknesses identified by the evaluators in the experience, approach, capabilities, and/or past performance record of the developer have little potential to cause disruption to the planning and implementation phases. Normal contractor/government effort and monitoring will probably minimize any difficulties.

**Moderate Risk:** These are weaknesses identified by the evaluators in the experience, approach, capabilities, and / or past performance record of the offeror that can potentially cause disruption to the planning and implementation phases. Special contractor/government emphasis and close monitoring will probably minimize any difficulties.

**High Risk:** These are weaknesses identified by the evaluators in the experience, approach, capabilities, and / or past performance record of the developer that have the potential to cause significant disruption to the planning and implementation phases even with special contractor/government emphasis and close monitoring.

The evaluators will document the weaknesses and their potential impact on disruption to the planning and implementation phases of the installation specific Projects to justify the contractor selection rating.

## **STEP ONE EVALUATION**

### **4.6.1 Experience**

For firms that meet the minimum requirements, the following questions and elements will aid the Evaluation Team in evaluating the experience factor.

**Does the offeror possess the experience necessary to plan, design, finance, partner, and implement Projects such as those identified in this solicitation?**

- To what extent has the offeror demonstrated through experience the ability to plan, develop, redevelop, manage, and maintain large-scale

residential development projects, including providing for their construction, financing, environmental management, and long-term operation, as well as recognize and mitigate seismic conditions?

- To what extent has the offeror demonstrated through experience the ability to serve as a contractor and partner in working with the federal government, state or local governments, or non-profit institutions?
- To what extent has the offeror demonstrated through experience the ability to address environmental and historic property treatment issues and conforms to restrictions and guidelines for the environmental remediation and preservation of these property types?
- To what extent has the offeror demonstrated the ability through experience to renovate housing units while residents occupy units in another portion of the same development Project?
- To what extent has the offeror demonstrated through experience, and in relation to its approach to managing the Project, the ability to work successfully in cooperation with other business entities or organizations on complex Projects requiring long-term real estate operation, maintenance, and property management?
- This last factor element evaluates the extent to which a single-firm offeror has worked with other organizations (e.g., subcontractors, financial institutions) on Projects requiring long-term real estate operation, maintenance, and property management functions. In the case of a joint venture, this last factor element also evaluates the extent to which the joint venture's principal members have experience working together or with other organizations on these Projects in joint ventures or similar types of business relationships.

#### **4.6.2 Financial Capabilities**

The following questions and elements will aid the Evaluation Team in evaluating the Financial Capabilities factor.

**Can the offeror structure, arrange, and manage the financing required for the successful development and long-term operation of a large, complex residential Project?**

In reviewing financial capabilities, the Evaluation Team will consider the following questions.

- Does the offeror possess the financial capability, bonding capacity, and institutional relationships necessary to obtain financing for a Project of this

size and scope and to weather temporary or near-term cash flow shortfalls?

- Does the offeror have a viable strategy for financing the Project on a long-term basis, and is the strategy supported by the offeror's identified capabilities?
- Does the offeror identify sources and amounts of equity to be used in the Project and the duration of this equity investment?

#### **4.6.3 Organizational Capabilities (Corporate Level)**

The following questions and elements will aid the Evaluation Team in evaluating the organizational capabilities factor.

**To what extent can the offeror field a qualified, experienced Project team with the expertise and workload capacity necessary to manage all of the disciplines required to plan a large-scale long term quality residential community development Project?**

In reviewing corporate level organization capabilities, the Evaluation Team will consider the following questions:

- Does the offeror possess the organization capability to field a team to cover all of the disciplines required to make the CDMP creation process successful and to maintain high levels of quality? The disciplines include, but are not limited to business planning, master planning, financing, public approvals, environmental stewardship, seismic mitigation, community and governmental relations, and historic preservation (architecture, landscape, and archeology).
- Does the offeror present an organization structure that allows for successful oversight and creation of a CDMP?
- Does the offeror successfully demonstrate the workload capacity to incorporate the proposed RCI project into their current and planned business operations?

This factor considers the offeror's ability to manage and integrate various functional disciplines relevant to the successful planning of the Project. In the case of joint ventures, this factor evaluates the organizational capabilities of each principal member of the joint venture in their assigned areas of responsibility (see Section 4.3.3) and any previous or current third-party certification of such ability. This factor addresses corporate level organizational capabilities. Resumes for individual personnel are not required until Step Two.

#### **4.6.4 Past Performance**

The following questions and elements will aid the Evaluation Team in evaluating the past performance factor.

**How acceptable is the offeror's risk of non-performance or poor performance in either crafting or implementing the CDMP for the Project, based on past performance?**

The Army's evaluation of past performance will be based on information provided by the prospective offeror as required in Section 4.3.4, as well as on independent background analyses. The Past Performance Questionnaire (Appendix I) will be used by the Evaluation Team to obtain customer input on the Projects submitted and this information will be consolidated into an overall performance rating. References identified in the submission, and by third parties, may be contacted as part of this evaluation. The Army's analysis of the offeror's past performance will take into account the currency and relevancy of information examined, the context of the data, and general trends in the offeror's performance.

Consistent with Section 4.3.4, the past performance for a joint venture will consider both the joint ventures past performance and that of its principal members. Offerors and principal members in a joint venture that lack a past-performance history will be given a neutral past-performance evaluation.

#### **4.6.5 Small Business Utilization (General History)**

The following questions and elements will aid the Evaluation Team in evaluating the Small Business Utilization (General History) factor.

**How has the offeror used small business concerns in past Projects?**

**Does the offeror have proactive policies with regard to the use of small business concerns and can the offeror demonstrate that small business utilization has been emphasized even when not required by the government?**

This factor considers the participation of small business concerns in the firm's past and current Projects. This would include type of work subcontracted, percentage of the dollar amount of work that was subcontracted per Project compared to the overall cost of the Project, what your goals were and if you met your goals (by what percentage) etc. In the case of a joint venture, information on the use of small business concerns on past / current Projects should be provided separately for each principal member.

## **STEP TWO EVALUATION**

### **4.6.6 Preliminary Project Concept Statement**

The following questions and elements will aid the Evaluation Team in evaluating the Preliminary Project Concept factor.

**Has the offeror provided a creative, robust vision that meets The Army's needs and signals a realistic successful outcome?**

This factor considers the prospective offeror's overall Project concept for the long-term development, operation, maintenance, and property management of the specified military family housing community, and the offeror's creativity in meeting The Army's objectives.

- Does the prospective offeror understand The Army's goals and needs for the Project as identified in Section 1.1 of this solicitation?
- Is the offeror's approach to the Project, including its plan for reinvestment and its plan for providing quality long-term operation, maintenance, and property management, practical and likely to succeed from a long-term business and financial standpoint?
- Does the offeror's approach adequately consider the installation information, including the vision and goals for the specific installation's RCI Project as summarized in Section 2.1.1 and the Appendices?
- Do all ancillary supporting facilities proposed as part of the overall Project concept relate to and support housing? Similarly, to what extent are proposed ancillary supporting facilities incorporated into an overall development vision that seeks to complement (and not compete with) business operations in the local community or on-post operations such as those run by MWR activities and organizations such as AAFES or DeCA (see Section 2.1.1)?

### **4.6.7 Financial Return**

The following questions and elements will aid the Evaluation team in evaluating the Financial Return factor.

**How and to what extent will the offeror's expected capital structure and financial return (taking into account the proposed ownership structure, reinvestment plan, and use of MHPI authorities) promote the successful improvement in the quality of the residential community at the installation and the quality of life for soldiers and families living on the Installation?**

- Does the offeror's proposed approach to generating a financial return provide incentives to reward good service and high-quality maintenance over the life of the Project?
- Does the offeror outline a plan for ensuring that the lowest cost debt is available to the Project?
- Does the offeror's proposed use of MHPI authorities and implementation of the offeror's concept under OMB scoring rules affect the level or quality of improvements in the housing community?
- Does the offeror's financial plan (including debt, equity, fees and MHPI authorities) accurately reflect the risk borne by the various parties?
- Does the offeror's financial plan demonstrate an understanding of both the use of capital and the cash flow stream generated by the Basic Allowance for Housing (BAH)?

The effect of implementing an offeror's concept under OMB scoring rules will be taken into account by The Army in answering this question and will affect offeror evaluations. However, cost or price will not be the primary determinant of contractor selection.

#### **4.6.8 Organization Capability (On-Site, Installation Specific)**

The following questions and elements will aid the Evaluation Team in evaluating the Organizational Capability (On-Site, Installation Specific) factor.

**To what extent will the prospective contractor field a qualified, experienced Project team with the expertise and workload capacity necessary to manage all of the disciplines required to develop, redevelop, manage, and maintain a large-scale long term quality residential community?**

More specifically, to what extent will the prospective contractor field a team that possesses the skills necessary to cover all of the disciplines required to successfully implement the CDMP over the long-term and to maintain high levels of quality. Some of these disciplines include public approvals, community and governmental relations, construction, environmental management, marketing, sales, rentals, historic preservation (architecture, landscape, and archeology) and long-term property management and maintenance.

This factor considers the prospective contractor's ability to manage and integrate various functional disciplines relevant to the successful implementation of the Project. Offeror's should address their joint venture's workload and bonding capacity and how they would successfully incorporate award of this

Project into their other business operations. In the case of joint ventures, this factor evaluates the organizational capabilities of each member of the joint venture in their assigned areas of responsibility (see Section 4.3.4) and any previous or current third-party certification of such ability. One-page resumes for individual personnel who have been identified as key participants in this Project should be included in the hard copy submission but will not count against the 25-page limit.

#### **4.6.9 Small Business Utilization Plan (On-Site, Installation Specific)**

Following questions and elements will aid the Evaluation Team in evaluating the Small Business Utilization (On-Site, Installation Specific) factor.

##### **How will the offeror use small business concerns for this Project?**

It is Army policy to ensure that small business concerns have the maximum practicable subcontracting opportunity to participate during Phase 2 (implementation of the CDMP). This factor considers the offeror's plan (i.e., illustrative list of work areas) for utilization of small business concerns during Phase 2 of this Project, as well as percentage of work or dollars that will be subcontracted to small business concerns.

## **5.0 ADVISORS**

Representatives from Jones Lang LaSalle, Colliers Seeley International, Inc. and the University of Maryland have been retained to assist The Army in planning and implementing the RCI program. In addition, the firm of Jones Lang LaSalle is under contract with The Army to assist in planning and implementing the RCI program. Each of these entities and their subcontractors are precluded from working with prospective offerors on their submissions for the RCI Projects.

## **6.0 ADDITIONAL TERMS AND CONDITIONS**

Prospective offerors interested in pursuing this opportunity should also review the provisions set forth in Appendix D of this document and include with their submissions the requested representations and certifications. Depending on the specific terms of the CDMP, the selected contractor may be required to comply with other applicable public laws and regulations as a condition of proceeding with implementation. Clauses required to implement the CDMP will be added or deleted by The Army as appropriate. A glossary of terms, Appendix H, is provided to assist in the preparation of your submissions.

## **7.0 SOLICITATION, OFFER, AND AWARD**

The Army will treat all submissions received in response to this RFQ as offers. If an offer is accepted by The Army, the undersigned agrees to perform

all work required in the Work Statement for the Project (Section 2.0) and to comply with all other provisions of the solicitation, including all clauses incorporated by reference (see Appendix D). The undersigned further warrants that, to the best of its knowledge and belief, all information provided in its submission is accurate and may be relied on by The Army for the purposes of selecting a contractor for contract award. Prior to acceptance, the respondent may withdraw its submission. However, unless withdrawn by written notice, the offeror agrees to leave its offer open and capable of being accepted by the government for 12 months (365 calendar days) from the date of initial contract award (see Section 2.1.4). The offeror understands that the details of the winning submissions will be the baseline for negotiation of the CDMP with The Army.

**Solicitation DACA31-02-R-0001**

**[Department of the Army**

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print or Type)

By: \_\_\_\_\_ Date signed \_\_\_\_\_  
(Signature of person authorized to sign on behalf of the U.S. Army)

**Offeror**

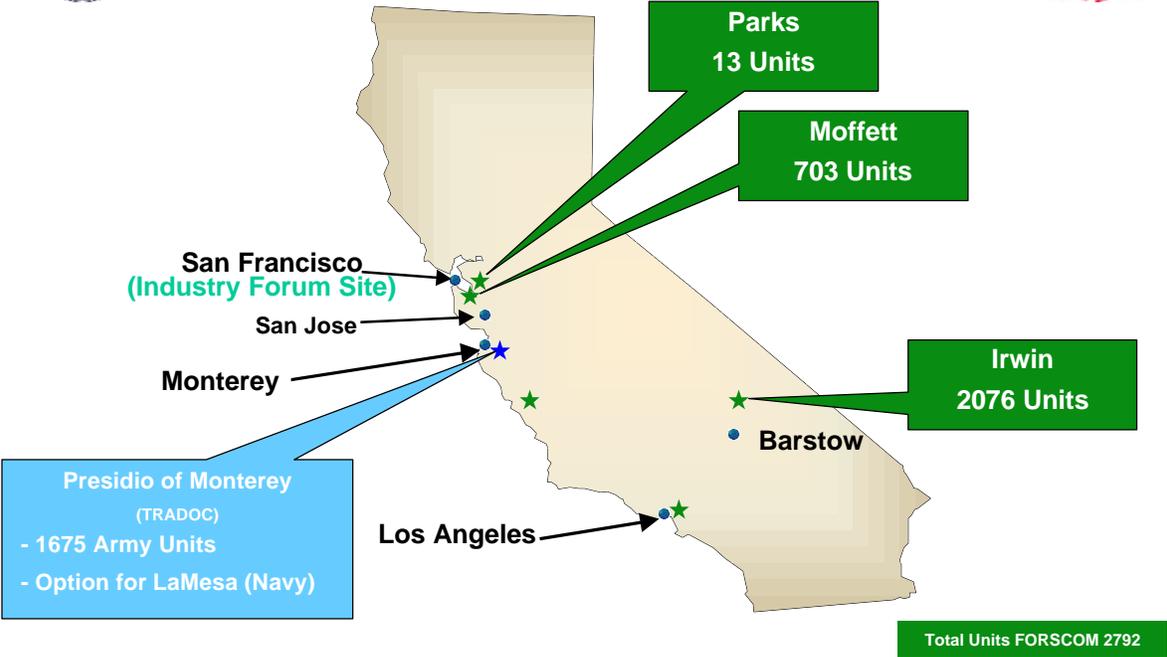
Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print or Type)

Firm Name \_\_\_\_\_

By: \_\_\_\_\_ Date signed: \_\_\_\_\_  
(Signature of person authorized to sign on behalf of the offeror)

**APPENDIX A**  
**INSTALLATION LOCATION MAP**

**RESIDENTIAL COMMUNITIES INITIATIVE**  
*Assistant Secretary of the Army (Installations and Environment)*



**APPENDIX A (Part 1)**  
**PRESIDIO OF MONTEREY**

**SITE DESCRIPTION OF PRESIDIO OF MONTEREY, THE ORD MILITARY  
COMMUNITY AND ECONOMICS OF THE MONTEREY PENINSULA**

**SITE DESCRIPTION**

Presidio of Monterey (POM), California overlooks the city of Monterey to the North and Pacific Grove to the south. The POM lies along a narrow strip from the crest of Huckleberry Hill to its base on Lighthouse Avenue, which skirts Monterey Bay. The Ord Military Community (OMC) is located five miles from POM on the former Fort Ord, and is the site of the majority of Army Family Housing. The OMC is bordered by Seaside to the south and the city of Sand City to the southwest. California State University, Monterey Bay (CSUMB), which is on land deeded to CSU system after Fort Ord was closed in 1994, is to the north of OMC, with the City of Marina beyond.

The Presidio of Monterey is home to the Defense Language Institute Foreign Language Center (DLIFLC), which is the primary foreign language training institution within the Department of Defense. The Presidio of Monterey provides facilities for students of all four military services. The campus includes modern classroom buildings, dormitories, dining facilities, recreation and fitness centers and an academic library. The installation, OMC and surrounding communities offer exceptional quality of life. Located in one of the most beautiful areas of the country, the Monterey Peninsula provides recreational, educational and culturally diverse activities to compliment DLIFLC's challenging academic environment.

Presidio of Monterey is located approximately one hundred miles south of San Francisco, and forty-five miles south west of San Jose, California. POM and the OMC are accessible by utilizing Highway 1 to the Monterey Peninsula area, or direct flights into the Monterey Peninsula Airport. No railway currently services the Monterey Peninsula.

**HISTORY:**

The military has played a vital role on the Monterey Peninsula since 1770, when a small expedition led by Captain Gaspar de Portola took possession for Spain of what is now Central California. An earthwork for cannons overlooking Monterey's harbor remains as a vestige of the original fort. American control of the area began in 1846 during the war with Mexico, when Commodore John D. Sloat, commander of the U.S. Navy's Pacific Squadron, landed unopposed with a small force in Monterey and claimed the territory and the Presidio for the United States. The post was officially designated the Presidio of Monterey (POM) in 1904 in honor of the original Spanish fort. From 1907 to 1913 the School of Musketry was operated on the post. Several Infantry Regiments, Cavalry Troops and Horse-drawn Artillery batteries were stationed at POM up until World War II. During the war, the Presidio was a reception center and a staging area for civil affairs personnel preparing for the occupation of Japan. On June 19, 1946 the

installation became home to the Military Intelligence Service Language School. It was redesignated the Army Language School in 1947. In 1963, the Department of Defense established a joint service Defense Language Institute, headquartered in Washington, D.C.

The Presidio of Monterey became the Defense Language Institute, West Coast Branch. The Presidio of Monterey, however, kept its name. In 1974 the DLI headquarters moved to the Presidio of Monterey. In 1976 the Defense Language Institute, West Coast Branch, became the Defense Language Institute Foreign Language Center, the Defense Department's primary center for foreign language instruction.

For much of its history, DLIFLC was a tenant activity on the Presidio of Monterey. The Presidio itself was a subinstallation of the nearby Fort Ord. On October 1, 1994 this situation changed when Fort Ord closed and the Presidio of Monterey became a separate installation again. Thus, DLIFLC became DLIFLC & POM. Tenant organizations at POM include the Marine Corps Detachment, Navy Technical Training Center Detachment and the 311<sup>th</sup> Air Force Training Squadron. Additionally, the Ord Military Community is home to the following tenant organizations, California Medical Detachment, Headquarters 3<sup>rd</sup> Brigade 4<sup>th</sup> Region ROTC, the Defense Finance and Accounting Center (DFAS) and Defense Manpower and Data Center (DMDC), which all play a strategic role in defense of the United States.

The Presidio of Monterey is located near the center of Monterey and consists of 392 acres, 87 housing units (half are within an historic district), 750 classrooms, 21 language labs, 8 computer enhanced labs, 125 buildings, 19 barracks, 2 BOQ's, Post Office, PX, gas station, and one Child Development Center. The Ord Military Community approximately 5 miles from POM at the former Ft. Ord (closed in 1994) consists of 795 acres, 1,588 military housing units, 30 buildings utilized by Garrison support activities such as Public Works, POM Police, Safety and tenant organization, PX/ Commissary, Post Office, gas station and a large Child Development Center. Presidio of Monterey and the Ord Military Community are located within Monterey County. Monterey County covers 3,322 square miles of the central coast of California and has a population of approximately 400,000 people.

Approximately 2,100 civilian employees (including contractor employees) and 6,200 military personnel work and live at the POM and the OMC, including 3,000 family members. POM and OMC also provide services for approximately 35,000 military retirees within the Monterey County area.

POM and OMC have a significant impact on the local economy. The Military and Civilian payroll has an annual impact of approximately \$250 million on the Monterey Peninsula. Presidio of Monterey is the fourth largest employer in Monterey County.

The following web sites provide additional information on the communities and organizations around POM and OMC:

DLIFLC & POM: <http://pom-www.army.mil>, and <http://dli-www.army.mil>  
Naval Postgraduate School (NPS) Monterey: <http://www.nps.navy.mil>  
NPS LaMesa Housing Offices: <http://www.militaryhousing.nps.navy.mil>

AAFES Offices: [http://www.aafes.com/conus\\_wer/monterey](http://www.aafes.com/conus_wer/monterey)  
City of Monterey: <http://www.monterey.org>  
Fort Ord Reuse Authority (FORA): <http://www.fora.org>  
Fort Ord Clean up: <http://www.ftordcleanup.com>  
Monterey County: <http://www.gomonterey.com>  
City of Marina: <http://www.ci.marina.ca.us>  
City of Seaside-Sand City: <http://www.seaside-sandcity.com>

## **2. DEFENSE LANGUAGE INSTITUTE FOREIGN LANGUAGE CENTER AND PRESIDIO OF MONTEREY- MISSION**

### **DLIFLC Mission**

The Defense Language Institute Foreign Language Center (DLIFLC) and Presidio of Monterey (POM), is the primary foreign language training institution within the Department of Defense (DoD), conducts full-time foreign language resident training, and exercises technical control of nonresident foreign language training in the Defense Foreign Language Program. The DLIFLC provides foreign language services to DoD, government agencies, and foreign governments.

### **Vision Statement**

The DLIFLC and POM will remain the DoD leader in providing quality foreign language education and foreign language services to the Armed Forces and government agencies in support of national security interests and global operational needs. The POM will set the standard for base operations support, maximizing innovative partnering initiatives.

### **Goals**

- Lead the development, planning, and execution of DoD foreign language education programs to meet Service foreign language requirements.
- Train 100% of Service requirements.
- Sustain and improve the proficiency of DoD linguists throughout their careers.
- Evaluate and assess DoD language programs and personnel proficiencies to ensure the required operational language capability.
- Serve the language needs of the DoD operational community.
- Support the Installation Mission.
- Transfer all excess real property, real estate, personal property, and infrastructure of the former Fort Ord.

## **POM Garrison/ BASOPS Mission**

Provide high quality, responsive Base Operations (BASOPS) support and services to all DLIFLC students; service members, families, and civilian workforce to enhance quality of life in the military community.

### **Vision**

BE THE BEST!!! A learning high performing, customer focused and caring organization, continually improving the way we do business.

### **Values**

We embrace the Army's values: Loyalty, Duty, Respect, Selfless Service, Honor, Integrity, Personal Service

We commit to: Customer Satisfaction, Caring, Doing it Right the First Time, Timely Response, Quality Products

### **Goals**

- 100% customer satisfaction
- Best value Base Operations (BASOPS) support
- Empower our team
- Champion resource stewardship
- Continuous improvement
- Shape the future

## **3. RCI PROJECT**

Presidio of Monterey is proposing to partner with the private sector for the purpose of improving the military family housing community, utilizing applicable legislative authorities and the provisions of the Army's Residential Communities Initiative (RCI) Program.

### **3.1 PROJECT VISION AND GOAL**

#### **Vision**

- Provide high-quality communities/neighborhoods and amenities
- Provide all services at the highest levels
- Coordinate and have buy-in of both on/off post stakeholders
- Transparent to the soldiers
- Little or no government investment

## **Goals**

- Revitalize and /or replace old and inadequate family housing
- Enhance quality of life and well being for our military communities
- Continuous improvement
- Increase retention
- Amenities, amenities, amenities

## **3.2 PROJECT SUMMARY**

- a. Presidio of Monterey's family housing privatization effort promotes quality, first class housing communities encompassing the natural beauty of the Monterey Peninsula, which is achievable within the military member's housing allowance less an appropriate amount to cover average utility consumption.
- b. Presidio of Monterey proposes to convey to the selected private partner occupancy of its entire inventory of 1,675 family housing units and lease the land on which the existing units are located and additional lands for new and replacement construction. In exchange, the partner will provide replacement housing, community amenities, new construction, demolition, long-term operation, management and maintenance, and rehabilitation of existing family housing. This conveyance will be for a fifty-year period with a twenty-five year renewal clause.
- c. The current Family Housing Market Analysis (FHMA) identifies an on-post requirement for 954 military housing units (859 enlisted, 95 officer) at Presidio of Monterey. These figures reflect 100% of the Presidio of Monterey requirement. The requirement is further broken down by bedroom category – 390 two bedroom, 317 three bedroom, and 247 four bedroom. These figures do not consider the requirement of the Naval Postgraduate School (NPS) and other personnel not assigned to the Defense Language Institute Foreign Language Center (DLIFLC) and Presidio of Monterey, but for whom 600 family housing units are set aside based on an Memorandum of Agreement (MOA) between the Army and the Navy.

## **3.3 PROJECT RECAP**

- Renovate, demolish and/or replace 50 two and three bedroom apartments and revitalize 37 three, four, and five bedroom historic family housing units located at Presidio of Monterey
- Renovate and/or demolish and replace 1,588 existing housing units at Ord Military Community
- Address the identified requirement with particular emphasis on the build out that will be accomplished during the initial development period.
- Perform the management, operations and maintenance on the entire inventory.

### 3.4 FINANCIAL FEASIBILITY

A financial feasibility analysis is currently underway for the Presidio of Monterey. This study will focus on the viability of a privatization effort in which the partners assumes occupancy and lease rights to the 1,675 existing family housing units and related underlying land. Any deficits identified are to be addressed within project economics.

### 3.5 NEED FOR MHPI AUTHORITIES

Due to Presidio of Monterey's geographic location, the condition of the existing housing inventory, and local economic activities, some of the legislative authorities, provided by the Military Housing Privatization Initiative, may be deemed necessary for the financial viability of the project. The offeror may recommend use of any of these authorities. (Refer to Paragraph 3.0 of the RFQ.)

## 4. CURRENT INVENTORY OF FAMILY HOUSING

The following table depicts the current total family-housing inventory as designated by grade and bedroom count.

<b>GRADE CAT</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>	<b>6BR</b>	<b>TOTAL</b>
OMC Units							
SGOQ	0	0	0	8	0	0	8
FGOQ	0	0	87	20	0	0	107
CGOQ	0	118	291	34	0	0	443
SNCOQ	0	0	0	3	0	0	3
NCOQ	0	32	357	93	0	0	482
JEQ	0	176	354	15	0	0	545
POM Units							
POM APTS	0	11	31	8	0	0	50
POM Historical	0	5	17	12	2	1	37
<b>TOTAL</b>	<b>0</b>	<b>342</b>	<b>1137</b>	<b>193</b>	<b>2</b>	<b>1</b>	<b>1675</b>

SGOQ - Senior Grade Officer Quarters  
 FGOQ - Field Grade Officer Quarters  
 CGOQ - Company Grade Officer Quarters  
 SNCOQ - Senior Non-Commissioned Officer Quarters  
 JEQ- Junior Enlisted Quarters  
 NCO APTS- NCO APARTMENTS POM  
 1STORY WOOD FRAME POM

The following table list the construction dates of the current family-housing inventory

<u>HSG AREA</u>	<u>YR BUILT</u>	<u>GRADE</u>	<u>2BR</u>	<u>3BR</u>	<u>4BR</u>	<u>5/6 BR</u>	<u>TOTAL</u>
OMC Units							
FITCH (Bayonet 5 & 7)	1978	SGOQ	0	0	6	0	6
FITCH	1959 & 1961	FGOQ	0	70	16	0	86
FITCH	1959 & 1961	CGOQ	90	240	30	0	360
STILLWELL (UPPER)	1959	CGOQ	28	51	4	0	83
STILLWELL	1959	FGOQ	0	17	4	0	21
STILLWELL	1959	SGOG	0	0	2	0	2
STILLWELL	1959	SNCOG	0	0	3	0	3
MARSHALL PARK	1961	NCOQ	0	263	90	0	353
HAYES PARK	1959	NCOQ	32	94	3	0	129
STILLWELL	1959	JEQ	154	338	8	0	500
HAYES PARK	1959	JEQ	22	16	7	0	45
POM Units							
POM Apartments		NCO	11	31	8	0	50
POM Historical	1903	1STORY	5	17	12	2/1	37
<b>TOTAL</b>			<b>342</b>	<b>1137</b>	<b>193</b>	<b>2/1</b>	<b>1675</b>

The following table shows the actual assignment of quarters as of September 30, 2001 as well as the monthly rental income that the developer could expect from this specific assignment.

PAY GRADE	BAH with DEPENDENTS	2 BR On-Post	3 BR On-Post	4-6 BR On-Post	Post Housing By Rank Assigned	Potential Monthly Rental Income OMC/POM
E-1	\$ 915	22	34	0	56	\$ 51,240
E-2	\$ 915	32	48	0	80	\$ 73,200
E-3	\$ 915	57	88	4	149	\$ 136,335
E-4	\$ 915	44	141	8	193	\$ 176,595
E-5	\$ 984	65	149	13	227	\$ 223,368
E-6	\$ 1265	7	120	13	140	\$ 177,100
E-7	\$ 1365	0	60	9	69	\$ 94,185
E-8	\$ 1474	-	4	6	10	\$ 14,740
E-9	\$ 1585	-	4	5	9	\$ 14,265
WO-1	\$ 1267	-	-	0	-	\$
O-1	\$ 1016	5	8	0	13	\$ 13,208
O-1E	\$ 1386	-	-	-	0	\$
WO-2	\$ 1410	-	1	1	2	\$ 2,820
O-2	\$ 1258	20	32	4	56	\$ 70,448
O-2E	\$ 1523	-	-	-	0	\$
WO-3	\$ 1543	-	3	0	3	\$ 4,629
O-3	\$ 1538	28	289	34	351	\$ 539,838
O-3E	\$ 1612	-	-	-	0	\$
WO-4	\$ 1601	-	-	-	0	\$
O-4	\$ 1698	-	44	57	101	\$ 171,498
WO-5	\$ 1669	-	-	-	0	\$
O-5	\$ 1808	-	12	14	26	\$ 47,008
O-6	\$ 1823	-	-	8	8	\$ 14,584
O-7	\$ 1844	-	-	-	-	\$
O-8	\$ 1844	-	-	-	-	\$
O-9	\$ 1844	-	-	-	-	\$
O-10	\$ 1844	-	-	-	-	\$
Total Assigned:	\$ -	280	1037	176	1,493	\$ 1,822,241
Total Inventory:		342	1136	197	1,675	
Difference :		62	99	21	182	

ACTUAL ASSIGNMENT OF QUARTERS AS OF SEPTEMBER 30, 2001. NEW BAH RATE FOR E1-E4 INCLUDED.

\*Note: 20 of the 50 POM Apartments are currently diverted to UPH status.

## 5. COMMUNITY SUPPORT FACILITIES

- **Military Family Housing** - The Navy Family Housing Office assists military members in securing housing on and off post. Presidio of Monterey has a total of 1,675 family housing units, of which up to 600 of available housing units are reserved for the Navy Postgraduate School.

A total of 1,588 units are located at the OMC within 4 different housing parks, the remainder are located at POM and include 37 historical units and 50 apartments. Family quarters are authorized for military personnel in all grades.

- **Billeting Hotels** - POM has 2 billeting buildings where operation is similar to an off-post hotel. One has 39 rooms, 8 of which are suites with kitchenettes. The other has 43 rooms, most with shared baths. Laundry and vending machines are available. Reservations are accepted and confirmed 30 days in advance of arrival. The Billeting Hotels accommodate the needs of short-term visitors, who are usually, military members or civilian employees on temporary duty at Presidio of Monterey.
- **Schools** - There are three elementary schools on the Ord Military Community near the family housing park, with a total capacity of over 1,500 students. The Monterey Peninsula Unified School District governs these schools.
- **Health Care** – The California Medical detachment operates two medical facilities, 1 at OMC, and the Troop Medical Clinic at POM, both provide health and dental care, emergency care, and Tri-care (Military) and are manned by soldiers assigned or attached to Presidio of Monterey. The Monterey Peninsula Community Hospital is located a short distance from the POM.
- **Recreation** – The Morale Welfare and Recreation (MWR) program is a quality-of-life program that directly supports readiness by providing a variety of community, soldier and family support activities and services. Included are social, fitness, recreational, educational, and other activities that enhance community life, foster soldier and unity readiness, promote mental and physical fitness, and generally provided a working and living environment that attracts and retains quality soldiers. Every facility is for the enjoyment of service members, civilian employees, their families and authorized guest.
- **Child Development Services (CDS)** – Children begin to learn about themselves, their families and their community at an early age. All programs through CDS strive through art, music, field trips, stories, and games to enhance this natural learning. This total child approach is designed to have a positive impact on all children participating and accommodates children at their individual levels. The Child Development Staff is committed to excellence in early childhood programs and encourages parents to provide,

comments, ideas or suggestions that may help improve service to all our patrons, children and parents alike. Army operated CDC is located at the OMC, the CDC located at POM is contracted as has priority enrollment for military families.

- **Adult Education** – Assignment to the Presidio of Monterey provides an excellent opportunity to further one’s education. Defense Language Institute (DLI) students can apply credits earned for their language studies towards earning an Associate Degree in Foreign Language from Monterey Peninsula College and DLI while station at the Presidio. Area colleges include: California State University Monterey Bay, Chapman University (extension), Golden Gate University (extension), Hartnell College, Monterey Institute of International Studies, Monterey Peninsula College, and the Naval Postgraduate School. Education services offered by the Education Center include professional guidance and counseling; catalogs; schedules and registration forms for area colleges and adult schools; external degree programs at all levels; military and college correspondence courses; degree completion options including the Community College of the Air Force, Service members Opportunity College, Bachelors Degrees for Soldiers and Sailors, Bootstrap; tuition assistance and financial aid options; computer-based career planning and guidance, education and career exams including SAT, ACT, PRAXIS, CLEP, RCE, and DANTES.
- **Chapels and Religious Facilities** – Seven chaplains from various denominations provide Chapel programs for Presidio of Monterey’s military personnel, their family members, and authorized civilians. There are two Chapels (one each at POM and OMC) and two large Chaplain administrative offices, which provide a complete religious program. Emergency services are always available. Personal, Religious, Crisis, and Family Counseling are offered. Seventeen Worship services are conducted each weekend along with a full schedule of Religious education programs.
- **Auto Craft Center** - There is a single facility that is located at the OMC and it provides areas for self-help maintenance and repair of privately owned automobiles, trucks, motorcycles and bicycles. Self-help projects include engine tune-up, oil change, lubrication, brake adjustment, tire mounting, wheel balance, electrical systems repair, battery charge, disc brake rotor grind, change muffler, engine analyze and paint job.
- **Retail Stores** – A large shopping center complex, near the entrance to the Ord Military Community, hosts the main commissary, the main Post Exchange store and a variety of concessions. Some of the services available at the complex are beauty and barber services, shoe repair, retail jewelry, dry cleaning, flower shops, tailoring, eye care, video rental, and laundry. Additionally, a smaller PX, with similar convenient services is located on the Presidio of Monterey.

- **POM Army Museum** – In partnership with the City of Monterey, the Presidio of Monterey Museum was re-opened in 2001. The Museum portrays the interaction between the military with the City from its founding in 1770 along with the Missions by the Spanish, through the Mexican period, and then the American period. The Museum is one component of a larger historic Master Plan of the City to bring to life the complex history of the area. Docents are available to give tours; they receive training about Monterey's, the Presidio's, and the Defense Language Institute's history and current operations, so that they can answer most questions from all visitors to the Museum.
- **Youth Services** - The Teen Center is a modern facility located at OMC that provides supervised recreation for family members of active duty and retired military families. The Porter Youth Center has monthly pre-teen dances, parties, arts and crafts, tournaments, tours, table games, and indoor and outdoor sports. Youth Services includes sports programs, instructional classes for all ages, and special events. Before and after school care for children in Kindergarten through 12 years. Full day care during school break.

## 6. INFRASTRUCTURE:

The decision has been made by the Presidio of Monterey and the US Army Training and Doctrine Command (TRADOC) to privatize utility systems at the Presidio of Monterey (POM) and transfer system ownership under Base Realignment and Closure (BRAC) authority for the former Fort Ord systems. It is anticipated that POM and OMC systems will transfer into private hands no later than December 2002, if not sooner.

- **POM Water-** It is anticipated that the POM water system will transfer to California-American Water Company (Cal-Am) ownership in calendar year 2002. As a condition of privatization, water meters will be installed at every building or connection point.

Water conservation is highly important to the future development of the POM. To prevent the paying of ratcheting conservation water rates, a mandatory water use/irrigation policy is enforced.

The Army or RCI developer will be responsible for the cost of water lateral maintenance from the building line to the point at which the pipe enters a service main which is defined as a pipe serving more than one customer or point(s) of connection. Upon request, Cal-Am may perform plumbing work on laterals.

OMC has 6,600 acre feet of water credits which far exceeds its current requirement to support 1588 AFH units at OMC.

- **POM Wastewater-** It is anticipated that the POM wastewater collection system will transfer to the City of Monterey in calendar 2002.

Wastewater treatment is performed under contract with the Monterey Regional Water Pollution Control Agency (MRWPCA). A new contract is being developed for the POM based on an equivalent dwelling unit (EDU) measurements in lieu of metered flows, biological oxygen demand and solids in solution billing components used in prior year formulas. POM's family housing is not separated from the garrison area of POM. The DPW is responsible for monitoring technical matters that affect the Installation wastewater treatment costs such as flow rates and sewage characteristics. Wastewater received at the MRWPCA plant are reused for irrigation therefore water softener systems on the POM must conform to the local ordinances that require the use of potassium in lieu of salt as a softener medium.

Additionally, the DPW must monitor flows to guarantee that previously negotiated wastewater treatment credits are received by the POM and OMC customers until such time as credits are exhausted.

The Army or RCI developer will be responsible for water and sewage lateral maintenance from the building line to the point at which the pipe enters a service main which is defined as a pipe serving more than one customer or point(s) of connection. Upon request, the City of Monterey will perform plumbing work on laterals.

- **POM Electric Systems-** POM is supplied electric power by Pacific Gas & Electric (PG&E) through a 4 KV overhead (OH) system that supplies the family housing portion of the older POM and an underground 21 KV that supplies power to the upper and newer portion of POM. The decision to privatize the system to PG&E has been made. A revised proposal has been received from PG&E and a conceptual privatization agreement has been reached between the parties. It is anticipated that the system will transfer by December 2002. Individual electric meters will not be required, however groups of facilities and most likely all family housing quarters will be metered. Electric bills will be based on PG&E residential tariffs.

An Executive Order issued by President Bush on May 3, 2001 was the basis for a Federal wide energy conservation plan designed to reduce energy consumption by 35% by 2010. The requirement for emergency conservation plans are contained in Title 10, Code of Federal Regulations, Part 436, Subpart F, Paragraph 436.105. A comprehensive lighting retrofit project is being undertaken by the DPW and Navy Housing Office that will significantly reduce energy use and cost. It is imperative that the POM and OMC meet its prescribed energy reduction goals. The POM's energy policies, goals and reduction plans must be incorporated and continued in RCI initiatives.

- **POM Natural Gas System-** The decision to privatize the system to PG&E has been made. A revised proposal has been received from PG&E and conceptual privatization agreement has been reached between the parties. It is anticipated that system ownership will transfer by December 2002. The natural gas commodity at POM is provided under contract by the Defense Energy Support Center (DESC). This third party arrangement creates a second monthly gas bill. PG&E is paid for maintaining the transmission system and delivering gas from DESC is paid for the commodity. Under privatization, individual gas meters will be installed. It is presently unclear if a third party provider will be involved or if a full service core transportation/commodity contract with PG&E will result. Privatization will impact upon the type of service contract and costs for natural gas at POM.
- **OMC-Water and Wastewater Systems-** As a condition of closing Fort Ord the water and wastewater systems are to be transferred to Marina Coast Water District (MCWD). Transfer of these systems is a BRAC action and not a true utility privatization. MCWD, under authority of a cooperative agreement, has been operating and maintaining the OMC water and waste water systems for several years. Upon system transfer the OMC will be billed for water and wastewater collection maintenance by MCWD and another monthly bill for treatment of wastewater will be received from MRWPCA.

Wastewater treatment is performed under contract with MRWPCA. A new contract is being developed for the OMC based on an equivalent dwelling unit (EDU) measurements in lieu of metered flows, biological oxygen demand (BOD) and solids in solution (SS) billing components that were used in prior year formulas. POM's family housing is not separately metered for wastewater from the remainder of the OMC or former Fort Ord, therefore it is necessary for the POM's DPW to monitor waste water flows and characteristics of the OMC's effluent sent to the MRWPCA plant for treatment.

It must be noted that water softener systems on the OMC must conform to the local ordinances that require the use of potassium in lieu of salt as a softener medium.

As with the POM's sewage treatment contract, the DPW must monitor flows at OMC to guarantee that previously negotiated credits are received by the OMC customers until such time as credits are exhausted.

- **OMC Electric and Natural Gas Systems-** On March 27, 1997, these systems were transferred to PG&E as a condition of closure of Fort Ord. Every point of connection has been metered for both services. The DPW receives a bill for every residential address and summary bills for housing parks or segments of housing parks. PG&E provides core electric and gas services under residential rates.

Based on the aforementioned Executive Order, a comprehensive lighting retrofit project is being undertaken by the Directorate of Public Works and Navy Housing Office, which will significantly reduce energy use and cost. It is imperative that the POM and OMC meet its prescribed energy reduction goals. The POM's energy policies, goals and reduction plans must be incorporated and continued in RCI initiatives.

- **Refuse Collection** - A private contractor collects household refuse, yard waste, and recyclable items weekly.
- **Recycling** – A Recycling Center is located off-post. Recycling is currently mandatory for those who live and work at Presidio of Monterey and OMC. Weekly curbside service is provided to housing areas. No drop-off centers are available on post. Paper, plastic, aluminum, steel, motor oil and glass products are recycled.
- **Fire Protection** – The Army OMC Fire Department operates from one station, located on Gen. Jim Moore Blvd. (Building No. 4400) and is in close proximity to the military family housing. It houses one engine company, one rescue truck, 85 foot ladder truck, two command vehicles and fire prevention and administrative offices. Fire protection and emergency services support for the POM is provided by the City of Monterey. The department has Mutual Aid Agreements with local communities for fire protection. The partner shall adhere to any fire prevention policies established by the POM, as well as by federal, state, county, and local governments

## 7. INSTALLATION BUILDING GUIDELINES

Partners are encouraged to use their ingenuity and innovation in the planning and development process. However, they are expected to propose plans that are compatible with modern styles in the local community and accepted industry standards.

a. **Architectural Style** - Most of the housing constructed at Presidio of Monterey and OMC was constructed in the late 1950's and early 1960's, and the homes have the architectural style typical of that period. New and replacement construction in recent years has been designed to today's modern standards with family room, separate laundry areas, and more amenities. New housing, under this program, should be constructed in accordance with modern styles in the local community and accepted industry standards. A Programmatic Agreement will be executed by Presidio of Monterey, the developer and the State Historic Preservation Office (SHPO), detailing the guidelines of the rehabilitation, maintenance and operation of the eligible historic housing.

b. **Height** – Generally, the recommended height is two stories.

c. **Americans with Disabilities Act** – The developer and the CDMP to be crafted must meet the requirements of this act. At Presidio of Monterey and OMC, it is projected that ten percent of the units to be replaced plus the additional units to be constructed will need to be handicap accessible or easily modifiable to be accessible to meet the requirements of the Americans with Disabilities Act. The actual number will be agreed upon between the developer and the government during the CDMP process. Special consideration will be given to the specific needs of the population at Presidio of Monterey.

## 8. ENVIRONMENTAL CONSIDERATIONS

a. No construction will be permitted in any environmentally protected areas of the installation.

b. The housing areas proposed for this project are thought to be suitable for the intended development. An Environmental Baseline Survey (EBS) is currently being prepared and will be available to the partner during the development of the CDMP.

c. During the time of construction of most of the housing units at Presidio of Monterey and the OMC, asbestos-containing materials and lead-based paint were widely used. These materials are still present and will require abatement during renovation work or appropriate, legal removal during demolition.

d. An Environmental Assessment (EA) of the CDMP will be required prior to the implementation of the project. The EA will be developed in conjunction with the preparation of the CDMP, and will comply with the provisions of the National Environmental Protection Act (NEPA). The partner will be responsible for the payment of all costs associated with performing any necessary additional environmental studies required by the CDMP.

e. The partner shall operate in full compliance with all applicable federal, state, and local environmental laws and regulations, including but not limited to recycling, pesticide management, hazardous waste management, water pollution, and air pollution control regulations. The partner shall be responsible for permit requirements and for payment of all fines and litigation based on the partner's negligence in relation to environmental compliance.

f. Construction is allowed after assuring NEPA compliance, reviewing encumbrance restrictions and conditions and obtaining all applicable permits for construction activities. For example, general encumbrances may involve preparing NEPA documents, and securing digging permits for subsurface mechanical construction or exploration activities.

## 9. OTHER CONDITIONS

a. **Jurisdiction** – The Presidio of Monterey and Ord Military Communities are areas of concurrent real property jurisdiction. The Federal government and the State of California both have jurisdictional authority on the property. The Army, however, maintains primary responsibilities for all activities on its property.

b. **Industrial Areas** - Absolutely no construction of family housing will be allowed in the current industrial or training areas of the installation. Presidio of Monterey may allow construction of administrative and maintenance facilities in the industrial area.

c. **Police Protection** - The Army will provide police protection for the OMC housing areas. The partner shall adhere to POM requirements concerning physical security of facilities..

d. **Utility Services** – The developer is responsible for all costs of utilities provided to the common areas of the project and all vacant units during the entire project period. The developer is responsible for the provision of high-quality family housing that is energy efficient. The selected partner is to reimburse the provider of utilities at a negotiated rate. The Government will not be a party to these negotiations unless the government is the provider of the utilities. Additional discussions are provided in Section 3.2.7 of the RFQ.

e. **Escrow Accounts** - The selected partner is to establish the following escrow accounts as a minimum. These accounts would require the signatures of the selected partner and the Garrison Commander or his representative prior to withdrawal of funds.

- Capital repair and replacement
- Deferred maintenance and repair
- New construction and historic preservation
- Reserves
- Incentive Performance

f. **Installation Controls** - The following controls will be retained by the installation.

- Security of the installation
- Fire and Police Protection
- Authority to remove military members from family housing
- Direction of use of the escrow accounts
- Housing grade categories and designation of housing
- Designation approval of key and essential positions

g. **Rent Methodology** - The maximum allowable income to be derived from occupancy of family housing is not to exceed the sum of the on-post-military members' basic housing allowances less an appropriate amount for utilities. Military members are not expected to expend out-of-pocket funds to reside in family housing provided by the developer as long as their utility consumption is not such that it exceeds the amount set aside to cover average utility usage. Rental adjustments will be linked to the Basic Allowance for Housing with appropriate controls.

h. **Anti-Lobby Act** - The developer must comply with the requirements established by the Anti-Lobby Act.

i. **Community Amenities** - Community amenities are those generally provided in a typical housing development such as community centers, child-care centers, playgrounds, ball fields, tennis courts, swimming pools, jogging trails and other recreational facilities. The developer is to provide such amenities as part of the replacement and construction portion of the project. The developer may help operate, maintain and staff these facilities in collaboration with existing government programs or to augment such programs.

j. **Storage Facilities** - Typically, military families accumulate items from around the world that require storage and accessibility, more so than the typical American family. The developer is to provide adequate, to include RV and boat storage facilities in or near the family housing units or at a central location within the installation. If a central location is proposed, the Government shall provide the necessary land for construction of such facilities.

k. **Mandatory Assignments** - Presidio of Monterey will not impose mandatory assignments or utilization of the facilities and services provided by the developer.

l. **Construction Sites** - Presidio of Monterey will identify adequate and appropriate land on which the developer will commence construction. A Construction Site Feasibility Study will be provided during the development of the business and financial plans.

m. **Metes and Bounds** - Presidio of Monterey will identify housing areas and surrounding available land within the housing areas to accommodate revitalized neighborhoods. A metes and bounds survey will be conducted and will be provided during the development of the CDMP.

n. **Historic Housing** – Presidio of Monterey has thirty-seven (37) eligible (currently listed) family housing units, all 37 may be rehabilitated in accordance with historic standards. Rehabilitation work requires close coordination with the State Historical Preservation Office (SHPO), installation environmental coordinators, and any other appropriate interested parties. Typically, historic housing units are those that are on the National Register for Historic Places,

eligible for registration, or located in a designated historic district. As mentioned previously a Programmatic Agreement will need to be developed and executed by Presidio of Monterey, the SHPO and the developer to govern the management, operation and rehabilitation of these structures. The Army has manuals and guidelines that apply to these considerations and copies of these will be available in the POM Document Room.

**o. Installation and Facility Access** – The Presidio of Monterey, will control access to the POM 75 percent of the day and close the Pine Street Gate to all traffic. Vehicle entry at Pvt. Bolio, High Street, Taylor Street and Franklin Street gates will be limited between 6 p.m. and 6 a.m. by Army soldiers at the gate. During that time, traffic will be limited to military and civilian workers carrying the appropriate identification or whose vehicles exhibit the appropriate stickers. Any other civilians having business on post during those hours must go to the Pvt. Bolio or the Franklin Street gates and provide proof of vehicle insurance, current registration and license to obtain a visitor's pass. Vehicles will be allowed to enter Artillery Street Gate to go to the Presidio Museum. Streets beyond that will be barricaded. Civilians entering the installation on foot in order to conduct official business must have current photo identification and obtain a visitors pass. The final phase of the access control program will begin January 1, 2002, and will limit access to the POM 24 hours a day.

Presidio of Monterey RCI Program Manager will establish on a case-by-case basis, in coordination with the selected developer, the conditions that may limit or extend access to community facilities.

Ord Military Community will remain an "open post," although future access limitations may be imposed.

**p. Condition of Property Title** – The Army holds fee title to the property upon which the existing family housing is located and to the lands upon which any new family housing may be constructed.

## **APPENDIX A (Part 2)** **MONTEREY COUNTY**

### **The Communities, County, and Region**

#### **1. COMMUNITIES**

Monterey County, the fourth largest County in California, boasts the largest amount of coastline in California and is larger than the states of Rhode Island and Delaware. Monterey County is located 106 miles south of San Francisco and approximately 241 miles north of Los Angeles, the central government offices are split between the City of Salinas and the City of Monterey. The County encompasses 3,322 square miles (or 2,127,359 acres), with almost 100 miles of coastline. It is bounded by Santa Cruz County to the north, San Benito County to the east, San Luis Obispo County to the south and the Pacific Ocean

on the west as the boundary. The Salinas Valley is the geographical center of the County, and is one of the nation's major vegetable-producing areas. Along with agriculture, tourism is the other economic base for the County due the popularity of the coastal areas with vacationers.

Monterey County's climate, geography, and historical richness contribute to an exceptional quality of life. The geography of the County encompasses the grasslands and croplands of the central valley, the verdant Los Padres National Forest, the breathtaking Big Sur coastline, the beautiful Monterey Bay, and numerous rivers, lakes, and valleys. The solitude of country living and the magnificent mountains provide a perfect retreat from urban life but there is also easy access to the commercial centers. For those needing relief from metropolitan life, Monterey County offers hiking, biking, camping, horseback riding, fishing, water sports, and hunting. In addition to the recreational opportunities, Monterey County offers a diverse array of cultural attractions including the National Steinbeck Center, the Monterey Aquarium, art and music.

Although characterized by cool, dry summers and wet winters, the regions of Monterey County exhibit considerable climatic diversity. Recreation, culture, and entertainment enhance the communities in Monterey County. The historical trail of California's Missions runs through the County, as does the long running Monterey Jazz Festival. There are State Beaches and State Historical Parks throughout the County and the treasures of the Los Padres National Forest and the Big Sur coast are unsurpassable delights.

Monterey County enjoys a reputation as the "World's Salad Bowl" because of the wide variety and large volume of vegetable crops raised in the County. In 1999, agriculture was a \$2.5 billion dollar industry; the largest economic force in the County.

Tourism continues to be a major part of the Monterey County economy. The unique environmental resources of Monterey County continue to encourage the expansion of visitor serving industries and investment. Monterey County accounted for just over 2% of statewide travel spending, generating \$1.5 billion and over 18,400 jobs in the County.

The military's presence in Monterey County consists of the Naval Postgraduate School, the Presidio of Monterey (home of the Defense language Institute), the Ord Military Community (OMC) at the former Fort Ord, and the U.S. Army Reserve Training Center at Fort Hunter-Liggett.

In terms of industry distribution, agriculture, services and government dominate Monterey County's economy. Agriculture accounts for 24 percent of local employment, services 22 percent, retail 20 percent, government 16 percent and manufacturing 7 percent. By applying national growth rates by industry to local employment it is estimated that Monterey County could add approximately 21,000 jobs by 2004. The opportunities for retention and expansion of existing industries are good; however the addition of new

industries and greater diversification of the economic base is needed for long-term economic stability.

The County's 2000 average unemployment rate was 9.7% compared to 9.5% in 1999 and 10.7% in 1998. The median household income in Monterey County rose to 58.6% between 1990 and 1998.

The following summarizes the County's strengths, weaknesses, opportunities and threats (SWOT).

<p style="text-align: center;"><b>STRENGTHS</b></p> <ul style="list-style-type: none"> <li>• Commercial agricultural base</li> <li>• High quality of life</li> <li>• Affordable housing compared to neighboring counties</li> <li>• High concentration of marine biology research facilities</li> <li>• Number of academic institutions in the County</li> <li>• Available land at OMC</li> <li>• Access to international expertise</li> <li>• Updating of General Plan</li> </ul>	<p style="text-align: center;"><b>WEAKNESSES</b></p> <ul style="list-style-type: none"> <li>• No major research university</li> <li>• Lack of water availability</li> <li>• Transportation constraints</li> <li>• Lack of access to venture capital</li> <li>• Less than desirable business climate</li> <li>• Fragmentation of cities and regions</li> </ul>
<p style="text-align: center;"><b>OPPORTUNITIES</b></p> <ul style="list-style-type: none"> <li>• Potential to increase agricultural processing and value added products</li> <li>• Establishment of a biotechnology cluster</li> <li>• Enhanced tourism through ag tourism and eco tourism</li> <li>• Development of industrial/commercial/tourism facilities at OMC</li> </ul>	<p style="text-align: center;"><b>THREATS</b></p> <ul style="list-style-type: none"> <li>• Competition from other counties and regions</li> <li>• Balancing the preservation of agricultural land and development</li> <li>• Jobs-housing balance imbalance</li> <li>• Lack of a consensus among local governments on priorities</li> </ul>

*Source: Monterey County's Comprehensive Economic Development Strategy Report, March 2001*

## COUNTY HISTORY

Monterey County's history is steeped in richness and adventure. The Spanish explorer Sebastian Vizcaino "discovered" the bay and peninsula he named Monterey, after the viceroy of New Spain, in 1602. Father Junipero Serra's overland party had begun the establishment of the California missions, and founded the San Carlos and Carmel sites in the late 1700's. The population has grown in its diversity, with the Spanish and Indian populations joined by Chinese who settled in the area during the gold rush, and who originated the local fishing industry. In the 1870s, the Italian and Portuguese developed the fresh fish industry, shipping to San Francisco markets via the new railroad. The railroad, in turn, opened up the tourist industry, bringing travelers to the Peninsula and to its first luxury resort, the famed Del Monte Hotel, now the campus for the Naval Postgraduate School. The sardine industry, the reason for the development of Monterey's Cannery Row, disappeared and tourism has replaced fishing as the major source of economic activity in the area.

The town of Monterey was California's first capital, the Carmel Mission headquarters for California's mission system, and the Salinas Valley brought its agricultural gifts to the area. The County also has a rich literary past; Salinas native John Steinbeck has immortalized the area with his novels, and Robert Louis Stevenson strolled the streets, gathering inspiration for *Treasure Island*. Having been blessed with a natural splendor, which is undiminished by time or commerce, the County is currently home to high-tech marine research facilities, luxurious resorts, and the fertile Salinas Valley.

## HOUSING FACTS

Monterey County currently has approximately 195,000 jobs and 126,000 housing units, resulting in a jobs housing ratio of 1.54. Several studies are being conducted to determine the commute pattern combined with wages. Based on these studies, the County plans to address the location issues for new services, business and housing developments. As shown on the table below, the ratio of jobs to housing is most balanced in Del Rey Oaks and King City, but since these two areas combined are only 2 percent of both the housing and jobs totals in the County, it is more important to look at Salinas, Monterey and the Unincorporated areas to determine how the jobs and housing affect the community the most.

Monterey County – Jobs to Housing Ratios, Year 2000

Place Name	Housing Units	Rounded % of Total	Existing Jobs	Rounded % of Total	Jobs to Housing Ratio
Carmel	3,424	3%	772	--	0.23:1
Del Rey Oaks	735	--	770	--	1.05:1
Marina	8,697	7%	2,652	2%	0.30:1
Monterey	13,397	10%	26,530	16%	1.98:1
Pacific Grove	8,073	6%	4,854	3%	0.60:1
Sand City	92	--	1,799	1%	19.55:1
Seaside	11,187	9%	6,367	4%	0.57:1
Salinas	38,436	29%	47,736	29%	1.24:1
Gonzales	1,639	1%	1,557	1%	0.88:1
Greenfield	2,519	2%	1,034	1%	0.36:1
Soledad	2,632	2%	4,127	3%	1.57:1
King City	3,042	2%	3,496	2%	1.09:1
Unincorporated Area	37,579	29%	61,988	38%	1.64:1
<b>TOTALS</b>	<b>131,452</b>		<b>163,682</b>		

Source: Monterey County General Plan Update

The average wage for the key industries, services, agriculture and retail, is below \$24,000. The County's overall median home sale price is \$399,620. The prices of housing units vary depending on the geographic location of the units. For example, housing units in South County are less than housing units on the Monterey Peninsula. Countywide the median home price increased an average of 10 percent over the past two years.

Because the local economy is heavily tied to the agriculture industry of the Salinas and Pajaro Valleys, very little land is available to accommodate new housing construction that can provide the economies of scale to assist the low and moderate-income families. The County continues to seek state and federal funding under the various housing assistance programs to assist these families with housing rehabilitation and reconstruction of the existing housing stock. The following table presents information on the value of new construction in the cities and in the County from 1990 to 1999. As shown the value of new residential construction in the County (1990-1999) is approximately \$2.1 billion over this period. Of this amount, approximately, 40 percent occurred in the unincorporated areas.

*Source: Construction Industry Board, CA Dept. of Finance and Vernazza Wolfe Associates, Inc.*

The following table compares the housing inventory in 1990 with the residential building permits over the 1990-1999 period. There were 113,506 units in 1990 and there have been 12,343 new permits issued in the subsequent nine years, which represents an increase of 11 percent. These data highlights the facts that there has not been the same level of growth in the number of housing units as there has been in the number of people in the community. Also, there is an imbalance between the growing population and the level of construction and permits for construction, which needs to be addressed.

Place Name	1990 SF Units	1990-99 SF Units	1990 MF Units	1990-99 MF Units	1990-1999 Total Permits	SF Index Value	MF Index Value
Carmel-by-the-Sea	2,768	151	460	12	163	0.4	0.4
Del Rey Oaks	602	3	124	0	3	0.0	0.0
Gonzales	815	482	377	17	499	4.7	0.7
Greenfield	1,287	578	444	147	725	3.6	4.9
King City	1,395	503	744	155	658	2.9	3.1
Marina	4,523	200	3,207	22	222	0.4	0.1
Monterey	6,648	191	6,640	113	304	0.2	0.3
Pacific Grove	5,278	102	2,431	119	221	0.2	0.7
Salinas	19,814	3,897	13,145	1,046	4,943	1.6	1.2
Sand City	67	6	19	2	8	0.7	1.6
Seaside	8,243	89	2,419	12	101	0.1	0.1
Soledad	1,211	693	291	177	870	4.6	9.1
Unincorporated	27,972	3,240	2,582	386	3,626	0.9	2.2
<b>County Totals</b>	<b>80,623</b>	<b>10,135</b>	<b>32,883</b>	<b>2,208</b>	<b>12,343</b>	<b>1.0</b>	<b>1.0</b>

*Source: Construction Industry Research Board, 1990 Census and Vernazza Wolfe Associates, Inc.*

## BUSINESS FACTS

The labor force in Monterey County continues to increase, and the level of employment remains cyclical, as Monterey's major industry is agricultural. With estimated 191,700 people in the local labor force, the skill levels vary from basic to executive. One of the growing sectors of the County economy is education, which strengthens the ability of the community to compete for jobs. The majority of the labor force is on the Monterey Peninsula and in Salinas, where there is also the majority of

housing. Unemployment remains a concern, as the seasonality of agricultural and tourism jobs affect all facets of community.

The following is a list of the major public employers in the County as of June 2000:

<b>Employer</b>	<b>Location</b>	<b>Employee</b>
County of Monterey	Salinas	3,535
CDC Correctional Training Facility	Soledad	1,474
Salinas Valley State Prison	Soledad	1,263
DOD – Army Defense Language School	Monterey	1,259
DOD – Naval Postgraduate School	Monterey	1,240

The following is a list of the major private employers in the County as of June 2000:

<b>Employer</b>	<b>Location</b>	<b>Employee</b>
Dole Fresh Vegetable Co.	Salinas	5,500
Tanimura & Antle, Inc.	Salinas	2,417
Bud of California	Salinas	2,152
Escamilla & Sons Inc.	Spreckels	2,060
Community Hospital of the Monterey	Monterey	1,791

*Source: CA Employment Development Department*

These employers account for 20 percent of the employed labor force, but only 3.28 percent of all employers in Monterey County. This highlights the fact that the small business sector is a key factor in Monterey County's employment situation. There are 10 private employers with over 1,000 employees, among which top five are listed above. Dole Fresh Vegetable Co. is the largest private employer, with more than 5,000 people. There are also five public employers with over 1,000 employees. The County of Monterey is the largest employer with 3,535 current employees.

## **DEMOGRAPHIC INFORMATION**

Based on estimates from the California Department of Finance, the population of Monterey County in January 2000 was 399,300, of which 11,445 represents population in prisons. The following table shows that Salinas is, by far, the largest city in the County, but the most significant growth is in the more rural areas of Greenfield, Gonzales and King City. Monterey County continues to grow due, in part, to a strong local economy, but also from the overflow of Silicon Valley workers who are unable to find housing in Santa Clara County.

Source: State of California Department of Finance

## POPULATION

The following table presents historical population data from 1990 to 2000, as well as projected population by city based on AMBAG forecasts. The County's population is projected to increase by 135,700 (33.8%) by year 2020. King City, Marina and Sand City expect the largest increase, more than doubling the current population.

CITY	1990	2000	2005	2010	2020	% INCREASE 2000-2020	INCREASE 2000-2020
Carmel	4,241	4,477	4,536	4,851	4,797	7.1%	320
Del Rey Oaks	1,661	1,709	1,709	1,710	1,710	0.1%	1
Gonzales	4,660	8,265	9,051	10,313	12,562	52.0%	4,297
Greenfield	7,464	10,810	11,242	11,825	13,145	21.6%	2,335
King City	7,634	11,600	13,861	17,324	25,389	118.9%	13,789
Marina	26,436	20,618	27,941	34,026	46,607	126.1%	25,989
Monterey	31,954	33,130	33,622	34,126	35,753	7.9%	2,623

	Jan. 1998	Jan 1999	Jan 2000	Percent Change '98 - '99    '99 - '00			
<b>MONTEREY COUNTY</b>	<b>381,000</b>	<b>387,500</b>	<b>399,300</b>	<b>1.7%</b>	<b>3.0%</b>		
Carmel-by-the-Sea	4,500	4,530	4,630	0.7%	2.2%		
Del Rey Oaks	1,670	1,680	1,710	0.6%	1.8%		
Gonzales	6,550	6,800	7,150	3.8%	5.1%		
Greenfield	10,050	10,350	10,750	3.0%	3.9%		
King City	10,350	10,400	10,850	0.5%	4.3%		
Marina	18,100	18,200	18,500	0.6%	1.6%		
Monterey	33,350	32,800	33,350	-1.6%	1.7%		
Pacific Grove	17,200	17,300	17,600	0.6%	1.7%		
Salinas	126,500	129,800	134,700	2.6%	3.8%		
Sand City	190	190	200	0.0%	5.3%		
Seaside	29,400	29,700	30,300	1.0%	2.0%		
Soledad	21,950	23,100	23,900	5.2%	3.5%		
Unincorporated	101,200	102,700	105,700	1.5%	2.9%		
Prison Population	11,261	11,527	11,445	2.4%	-0.7%		
<b>County (Net of Prison)</b>	<b>369,739</b>	<b>375,973</b>	<b>387,855</b>	<b>1.7%</b>	<b>3.2%</b>		
Pacific Grove	16,117	17,392	17,513	17,609	17,812	2.4%	420
Salinas	108,777	130,196	143,802	155,873	170,059	30.6%	39,863
Sand City	192	243	1,282	1,541	1,807	643.6%	1,564
Seaside	38,901	29,832	34,624	39,078	45,791	53.5%	15,959
Soledad	7,146	10,233	11,811	12,607	14,555	42.2%	4,322
Incorporated	261,406	294,755	327,733	357,657	406,986	38.1%	112,231
Unincorporated	94,254	106,152	107,720	114,905	129,623	22.1%	23,471
<b>County Total</b>	<b>355,660</b>	<b>400,907</b>	<b>435,453</b>	<b>472,562</b>	<b>536,609</b>	<b>33.8%</b>	<b>135,702</b>

Source: AMBAG 1997 Regional Population and Employment Forecast, 1990 US Census, and 12995 State Dept. of Finance Estimate, adjusted as of 4/1/95

## ANNUAL AVERAGE EMPLOYMENT DISTRIBUTION

<b>Industry</b>	<b>1990</b>	<b>1995</b>	<b>2000</b>
Civilian Labor Force	174,200	175,900	193,200
Civilian Employment	157,600	154,100	174,500
Civilian Unemployment	16,600	21,800	18,700
Civilian Unemployment Rate	9.5%	12.4%	9.7%
<b>Total, All Industries</b>	<b>138,900</b>	<b>141,200</b>	<b>165,100</b>
<b>Total Farm</b>	<b>28,500</b>	<b>31,900</b>	<b>35,500</b>
Farm Production		13,700	16,400
Farm Services		18,200	19,100
<b>Total Nonfarm</b>	<b>110,500</b>	<b>109,200</b>	<b>129,600</b>
<i>Goods Producing</i>	<i>13,800</i>	<i>12,800</i>	<i>16,300</i>
Mining	300	100	100
Construction	4,100	3,900	6,400
Manufacturing	9,500	8,800	9,800
-Durable Goods	3,400	3,000	2,500
Industrial Machinery	1,000	600	600
Electronic Equipment	1,300	1,200	700
Other Durable Goods	1,200	1,200	1,200
-Nondurable Goods	6,000	5,900	7,400
Food & Kindred Products	3,400	3,200	4,700
Canned, Cured & Froz. Foods	2,200	1,700	1,500
Other Food & Kindred Prod.	1,300	1,500	3,200
Printing & Publishing	1,700	1,700	1,700
Other Nondurable Goods	900	1,000	1,000
<i>Service Producing</i>	<i>96,700</i>	<i>96,400</i>	<i>113,300</i>
Transportation & Public Utilities	4,700	5,000	5,100
<b>Industry</b>	<b>1990</b>	<b>1995</b>	<b>2000</b>
-Transportation	2,000	2,400	2,900
-Communications & Public Util.	2,600	2,500	2,200
<i>Trade</i>	<i>30,200</i>	<i>29,300</i>	<i>33,900</i>
Wholesale Trade	5,200	5,400	6,100
Retail Trade	24,900	24,000	27,800
-Gen. Merchandise & Apparel		3,500	4,200
-Food Stores	3,200	3,400	4,100
-Eating & Drinking Places		9,500	10,800
-Other Retail Trade	19,000	7,600	8,800
<i>Finance, Insurance &amp; Real Estate</i>	<i>6,000</i>	<i>6,400</i>	<i>6,500</i>
Finance	3,600	3,800	3,900
Other Fin., Ins. & Real Estate	2,500	2,600	2,600
<i>Services</i>	<i>28,100</i>	<i>29,900</i>	<i>37,400</i>
Hotels & Other Lodging Places	6,500	6,700	7,500
Business Services	3,900	4,200	7,000
Health Services	5,600	6,800	8,000
Other Services	12,100	12,300	14,800
<i>Government</i>	<i>27,700</i>	<i>25,800</i>	<i>30,400</i>
Federal Government	8,600	5,500	5,000

State & Local Government	19,100	20,300	25,400
-State Government	2,400	2,600	4,500
State Education		200	900
Other State Government	2,400	2,500	3,500
-Local Government	16,700	17,600	20,900
Local Education	9,400	9,400	11,300
County Government	3,400	4,000	4,700
City Government	2,000	2,100	2,300
Other Local Government		2,100	2,600

Source: California Employment Development Department

**APPENDIX B**  
**NAVAL POSTGRADUATE SCHOOL, (NPS) MONTEREY, THE LA MESA**  
**VILLAGE HOUSING COMMUNITY AND ECONOMICS OF THE MONTEREY**  
**PENINSULA**

**1. SITE DESCRIPTION**

The Naval Postgraduate School covers 627 acres of land in Monterey, California, on the Pacific Ocean, 120 miles south of San Francisco. The site, which has been home to the NPS since it's move from Annapolis in 1947, houses academic, laboratory, library, government housing, and recreational facilities. La Mesa Village is located one mile southwest of NPS, nestled among the trees and hills of Monterey. The Ord Military Community (OMC) is located five miles from NPS on the former Fort Ord, and is the site of the majority of Army Family Housing with 600 units reserved for NPS students. The OMC is bordered by Seaside to the south and the city of Sand City to the southwest. California State University, Monterey Bay (CSUMB), which is on land deeded to CSU system after Fort Ord was closed in 1994, is to the north of OMC, with the City of Marina beyond.

The Naval Postgraduate School offers educational advancement for career oriented junior officers. The Navy has developed a unique academic institution at the Naval Postgraduate School through the use of specially tailored academic programs, and a distinctive organization tying academic disciplines to naval and joint war fighting applications. The student body consists of U.S. officers from all branches of the uniformed services, civilian employees of the federal government and military officers and government civilian employees of other countries. Students receive graduate degrees as a result of successful completion of study programs designed primarily to prepare them for future career assignments. The campus includes modern classroom buildings, dining facilities, recreation and fitness centers and a world-class academic library. The installation, OMC and surrounding communities offer exceptional quality of life. Located in one of the most beautiful areas of the country, the Monterey Peninsula provides recreational, educational and culturally diverse activities to compliment NPS's challenging academic environment.

NPS, La Mesa Village and the OMC are accessible by utilizing Highway 1 to the Monterey Peninsula area, or direct flights into the Monterey Peninsula Airport. No railway currently services the Monterey Peninsula.

**HISTORY:**

The idea for a graduate education program for naval officers first emerged in the late 19th century. But the Navy's formal venture into advanced education did not begin until 1909, when Secretary of the Navy George von L. Meyer signed General Order No. 27 and established the School of Marine Engineering at Annapolis. The forerunner of today's Naval Postgraduate School, this first

program consisted of ten officer students, two Navy instructors, and two attic rooms for classroom and laboratory space.

The action followed a remarkable explosion of scientific and engineering vitality: the invention of the wireless; discovery of x-rays; development of heavier-than-air machines; publication of Einstein's theory of relativity; perfection of the gyrocompass, eliminating the need for turn-of-the-century submarines to surface for compass readings; creation of the triode vacuum tube, transforming the fledgling technology of radio and launching the modern electronic age; Britain's production of the revolutionary warship, the Dreadnought; the Wright brothers' flight in 1903; and the global trek of the steam-powered White Fleet from 1907 to 1909, all of which advanced the belief that advanced education for U.S. naval officers could be intrinsically valuable to the Navy and the nation. As classes began in 1909, the Navy also commissioned its first destroyer with turbines instead of reciprocating engines. Lieutenant George Sweet became the first naval officer to fly in an airplane, and the Navy selected Pearl Harbor as the site for a major base in the Pacific, rejecting a location in the Philippines on the grounds that it would always be under the guns of the Japanese fleet.

Within three years, the School of Marine Engineering was renamed the Postgraduate Department of the Naval Academy. Academic programs were added in ordnance and gunnery, electrical engineering, radiotelegraphy, naval construction, and civil engineering. Enrollment increased to 25, and agreements were established so that officers who attended the school finished their academic programs at civilian institutions such as Yale, Harvard, the Massachusetts Institute of Technology and John Hopkins and Columbia universities.

The Postgraduate Department closed its doors during World War I, and all of its officers and faculty were moved into combat billets. Programs were re-established after the war ended, but under a new institutional name -- Naval Postgraduate School. The school moved into the former Marine barracks at the Naval Academy, and offered advanced programs in mechanical, electrical, radio and aeronautical engineering.

Captain Ernest J. King, who served as the superintendent from 1919-1921, established several innovative programs, including the admission of inter-service and international officers and the development of a modest research agenda. During World War II, King became the Chief of Naval Operations and Commander-in-Chief of both the Atlantic and Pacific fleets--the only 5-star admiral to hold all posts simultaneously. He refused to close the school as his predecessors had done during the First World War. Instead, he established a wartime commission to review the role of graduate education in the Navy, and used the recommendations from that study set the stage for subsequent passage of several important pieces of federal legislation. Post-World War II Congressional acts included provisions for direct degree-granting authority, and funds to establish a separate campus for the Naval Postgraduate School.

According to Navy Captain Frank K.B. Wheeler, King's actions were taken because, "The Navy learned a lesson in World War I--one of those lessons that has a long fuse. In World War I we cut out all postgraduate work for naval officers and sent them to sea to fight the war. At the end of the war we had a blank in the Navy for about four years with no officers trained in the technical skills of the day. The Navy suffered badly during the 1920's from this technical gap."

"In World War II we sent twice as many to the postgraduate school because Admiral E.J. King remembered this problem and had been forced to live with it afterwards. I remember it too, because I was sent to PG school during the war, and there was no getting out of it!"

While King took steps to keep officers in the academic pipeline at NPS, the Navy established its first shore command in Monterey, requisitioning the world-renowned Del Monte Hotel and converting it into a pre-flight school. Between February 1943 and January 1944, nearly 5,000 aviation cadets trained at the Del Monte Pre-Flight School.

A Naval Technical School was operating out of the Hotel Del Monte when the war came to an end and Congress began to take significant steps to implement recommendations of Admiral King's wartime commission on graduate education in the Navy. In 1945, Congress passed legislation to make the school a fully accredited, degree-granting, graduate institution. Legislators sent a review team to scout 25 sites around the country and, in 1947, Congress adopted legislation, which authorized the purchase of the Hotel Del Monte as a new home for the Postgraduate School. Sam Morse, president of Del Monte Properties Company (now the Pebble Beach Company), agreed to sell the hotel and 627 acres of surrounding land for \$2.13 million.

In December 1951, following four years of an Annapolis campaign to retain the Postgraduate School, NPS moved lock, stock and wind tunnel to Monterey. The coast-to-coast move involved 500 students, about 100 faculty, and staff and several tons of laboratory equipment, furniture and books.

Rear Admiral Ernest Edward Herrmann supervised the move that pumped new vitality into the Navy's efforts to advance naval science and technology, and served as the school's first superintendent in Monterey. The Hotel Del Monte was named Herrmann Hall following his death in 1952.

Today's Naval Postgraduate School offers more than 40 programs of study, each designed to help increase the combat effectiveness of the armed forces by supporting the military's information, communications, weapons, and organizational needs. More than 300 world-renowned faculty teach and guide the thesis research of about 1,500 students, who come from all U.S. military services, the Department of Defense, and the services and defense ministries of approximately 35 countries.

In a 1959 commencement address at NPS, then-Chief of Naval Operations Adm. Arleigh Burke, a 1930 Postgraduate School alumnus, attributed several important naval advances to the Navy's long-term commitment to postgraduate education. "Rapid technological advance...did not come by accident, nor did it come overnight. It has been the result of educating carefully selected officers in each succeeding generation of officers," he said. One of the most respected admirals to ever serve as CNO, Burke delivered an address, which identified timeless characteristics of the Naval Postgraduate School. "This year we mark the 50th anniversary of the founding of this splendid school. The naval leaders of 50 years ago showed great perspective and foresight in seeing the need for advanced technical and scientific knowledge among naval officers. They recognized that ships and naval weapons were becoming more complex, that their proper employment at sea would require officers who were familiar not only with the age-old profession of the sea, but who could understand and could use effectively the complex weapons of the years to come.

The Naval Postgraduate School, as we see it today is responsible for five areas containing a total of 378 buildings or 2.42 million square feet. There are 278 residential buildings for family housing and 74 institutional buildings. There are also 26 structures for operations and maintenance. Buildings include a Post Office, Naval Exchange, gas station, Child Development Center, BOQ's, BEQ's, golf course, swimming pool and La Mesa Elementary School. NPS Ord Military Community is located within Monterey County. Monterey County covers 3,322 square miles of the central coast of California and has a population of approximately 400,00 people.

Approximately 2,807 faculty, students and staff members (military and civilian work at NPS with a spendable income of \$112.9M. NPS has a significant impact on the local economy with a total value of goods and services purchased annually in excess of thirty five million dollars.

The following web sites provide additional information on the communities and organizations around NPS, La Mesa Village and OMC:

DLIFLC & POM: <http://pom-www.army.mil>, and <http://dli-www.army.mil>  
Naval Postgraduate School (NPS) Monterey: <http://www.nps.navy.mil>  
NPS LaMesa Housing Offices: <http://www.militaryhousing.nps.navy.mil>  
AAFES Offices: [http://www.aafes.com/conus\\_wer/monterey](http://www.aafes.com/conus_wer/monterey)  
City of Monterey: <http://www.monterey.org>  
Fort Ord Reuse Authority (FORA): <http://www.fora.org>  
Fort Ord Clean up: <http://www.ftordcleanup.com>  
Monterey County: <http://www.gomonterey.com>  
City of Marina: <http://www.ci.marina.ca.us>  
City of Seaside-Sand City: <http://www.seaside-sandcity.com>

## **2. NAVAL POSTGRADUATE SCHOOL-MISSION**

### **NPS Mission**

The mission of the Naval Postgraduate School is to enhance the security of the United States of America through graduate and professional education programs focusing on the unique needs of the military officer. These programs are sustained by research and advanced studies directed towards the needs of the Navy and DoD. Our goals are to increase the combat effectiveness of the armed forces of the U.S. and its allies, and to contribute to fundamental scientific, engineering, policy, and operational advances that support the Navy, DoD and other national security establishments.

### **NPS Vision Statement**

While maintaining its primary commitment to provide a unique educational opportunity to Navy and Marine Corps Officers, the Naval Postgraduate School (NPS), taking advantage of the Revolutions in Business and Military affairs (RBA/RMA), will become a catalyst for revolution in education affairs (REA) over the next decade, NPS will reengineer itself to provide flexible cutting edge academic research and continuing education programs to Military Officers and DoD civilians from around the world. Prior to 2010, NPS will be ranked by education experts as among the top ten graduate education institutions in the Nation

## **3. RCI PROJECT**

Naval Post Graduate School is proposing combining housing assets with Presidio of Monterey in their venture to partner with the private sector for the purpose of improving the military family housing community, utilizing applicable legislative authorities and the provisions of the Army's Residential Communities Initiative (RCI) Program.

### **3.1 PROJECT VISION AND GOAL**

#### **Vision**

- Provide high-quality communities/neighborhoods and amenities
- Provide all services at the highest levels
- Coordinate and have buy-in of both on/off post stakeholders
- Transparent to the service members
- Little or no government investment

#### **Goals**

- Revitalize and /or replace old and inadequate family housing
- Provide adequate quantity of military housing
- Enhance quality of life and well being for our military communities

- Continuous improvement
- Increase retention
- Amenities, amenities, amenities

### **3.2 PROJECT SUMMARY**

- a. Naval Post Graduate School/Presidio of Monterey's family housing privatization effort promotes quality, first class housing communities encompassing the natural beauty of the Monterey Peninsula, which is achievable within the military member's housing allowance less an appropriate amount to cover average utility consumption.
- b. Naval Post Graduate School/La Mesa Village proposes to convey to the selected private partner beneficial occupancy of its entire inventory of 593 (4 senior officers quarters at NPS and 589 units at La Mesa Village) and lease the land on which the existing units are located and additional lands for new and replacement construction. In exchange, the partner will provide replacement housing, community amenities, new construction, demolition, long-term operation, management and maintenance, and rehabilitation of existing family housing. This conveyance will be for a fifty-year period with a twenty-five year renewal clause.
- c. The Family Housing Market Analysis (FHMA) conducted in 1998, identified an on-post requirement for 997 military housing units (70 enlisted, 927 officer) at La Mesa Village or adjacent area. This requirement is being met by the 593 units at La Mesa and 600 units of the Ord Military Community (included in the POM housing inventory). An updated housing deficit determination will be made during the CDMP process.

### **3.3 PROJECT RECAP**

- Renovate and/or demolish and replace 589 existing housing units at La Mesa Village.
- Renovate and/or demolish and replace 4 existing housing units at NPS
- Provide additional housing units to alleviate any deficit through utilization of excess OMC houses or new construction.
- Perform the management, operations and maintenance on the entire inventory.

### 3.4 FINANCIAL FEASIBILITY

A financial feasibility analysis is currently being initiated for the Naval Postgraduate School. This study will focus on the viability of a privatization effort in which the partners assumes occupancy and lease rights to the 593 existing family housing units and related underlying land. Any deficits identified are to be addressed within project economics.

### 3.5 NEED FOR MHPI AUTHORITIES

Due to Naval Postgraduate School's geographic location, the condition of the existing housing inventory, and local economic activities, some of the legislative authorities, provided by the Military Housing Privatization Initiative, may be deemed necessary for the financial viability of the project. The offeror may recommend use of any of these authorities. (Refer to Paragraph 3.0 of the RFQ.)

## 4. CURRENT INVENTORY OF FAMILY HOUSING

The following table depicts the current total family housing inventory as designated by grade and bedroom count.

<b>GRADE CAT</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>	<b>TOTAL</b>
GFOQ	0	0	0	0	1	1
SGOQ	0	0	3	0	0	3
FGOQ	0	0	214	52	0	266
CGOQ	0	54	239	30	0	323
<b>TOTAL</b>	<b>0</b>	<b>54</b>	<b>456</b>	<b>82</b>	<b>1</b>	<b>593</b>

GFOQ – General/Flag Officer Quarters  
 SGOQ – Senior Grade Officer Quarters  
 FGOQ – Field Grade Officer Quarters  
 CGOQ – Company Grade Officer Quarters

The following table lists the construction dates of the current family housing inventory.

<b>HSG AREA</b>	<b>YR BUILT</b>	<b>GRADE</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>	<b>TOTAL</b>
NPS On-Station	1926	GF/SG Q	0	3	0	1	4

Capehart Forest	1962	FG/CG Q	4	122	24	0	150
Terrace Oaks	1952	FG/CG Q	18	39	14	0	71
Wherry Grove	1952	FG/CG Q	8	70	12	0	90
Pineview	1965	CGOQ	0	160	0	0	160
La Mesa Cliffs	1969	FG/CG Q	24	62	32	0	118
<b>TOTAL</b>			<b>54</b>	<b>456</b>	<b>82</b>	<b>1</b>	<b>593</b>

The following table shows the actual assignment of quarters as of October 31, 2001 as well as the monthly rental income that the developer could expect from this specific assignment.

PAY GRADE	BAH with Dependents	2 BR	3 BR	4-5 BR	Post Housing By Rank Assigned	Potential Monthly Rental Income NPS/ La Mesa
E-1	\$915.00	0	0	0	0	\$0.00
E-2	\$915.00	0	0	0	0	\$0.00
E-3	\$915.00	0	0	0	0	\$0.00
E-4	\$915.00	0	0	0	0	\$0.00
E-5	\$984.00	0	0	0	0	\$0.00
E-6	\$1,265.00	0	0	0	0	\$0.00
E-7	\$1,365.00	0	0	0	0	\$0.00
E-8	\$1,474.00	0	0	0	0	\$0.00
E-9	\$1,585.00	0	0	0	0	\$0.00
WO-1	\$1,267.00	0	1	0	1	\$1,267.00
O-1	\$1,016.00	1	0	0	1	\$1,016.00
O-1E	\$1,386.00	0	0	0	0	\$0.00
WO-2	\$1,410.00	0	0	0	0	\$0.00
O-2	\$1,258.00	16	23	6	45	\$56,610.00
O-2E	\$1,523.00	0	0	0	0	\$0.00
WO-3	\$1,543.00	0	0	0	0	\$0.00
O-3	\$1,538.00	37	130	29	196	\$301,448.00
O-3E	\$1,612.00	0	1	0	1	\$1,612.00
WO-4	\$1,601.00	0	0	0	0	\$0.00

O-4	\$1,698.00	0	163	37	200	\$339,600.00
WO-5	\$1,669.00	0	0	0	0	\$0.00
O-5	\$1,808.00	0	20	8	28	\$50,624.00
O-6	\$1,823.00	0	3	0	3	\$5,469.00
O-7	\$1,844.00	0	0	0	0	\$0.00
O-8	\$1,844.00	0	0	1	1	\$1,844.00
O-9	\$1,844.00	0	0	0	0	\$0.00
O10	\$1,844.00	0	0	0	0	\$0.00
Total Assigned:		54	341	81	476	<b>\$759,490.00</b>
Total Inventory:		54	456	83	593	
Difference:		0	115	2	117	

Additional Potential Monthly Income if all habitable, unoccupied houses occupied:						<b>\$179,946.00</b>
(Assuming an average monthly BAH per house of \$1538.00 )						
Total Potential Monthly Rental Income at NPS/La Mesa:						<b>\$939,436.00</b>

## 5. COMMUNITY SUPPORT FACILITIES

- Military Family Housing** - The Navy Family Housing Office assists military members in securing housing on and off post. Naval Postgraduate School has a total of 593 family housing units., A total of 589 units are located at La Mesa Village, the remainder are located at the Naval Postgraduate School and include three Senior Officer Quarters and one Flag Office Quarters.
- Billeting Hotels** –La Mesa Village has a Navy Lodge with 72 rooms all with kitchenettes. NPS has 181 BOQ rooms with four designated as VIP Suites. Appendix A, Part 1 details additional hotel facilities.
- Schools** – Just a short distance from housing is the La Mesa Elementary School. There are three elementary schools on the Ord Military Community near the family housing park, with a total capacity of over 1,500 students. The Monterey Peninsula Unified School District governs these schools.
- Health Care** – NPS has a dental clinic in Herrmann Hall. Other facilities are provided by POM as outlined in Appendix A, Part 1.

- **Recreation** – See Appendix A, Part 1.
- **Child Development Services (CDS)** – A Navy operated CDC is located at La Mesa. Other services are described in Appendix A, Part 1.
- **Adult Education** – See Appendix A, Part 1.
- **Chapels and Religious Facilities** – The Command Religious Program, Naval Postgraduate School welcome the military families. The Protestant Chapel is located inside Herrmann Hall, on the main floor. NPS is also the home of St Thomas, Aquinas Catholic Chapel. The fellowship, and the diverse yet closely bonded chapel members consisting of military, civilian, and foreign nationals is a great source of inspiration and encouragement to the military families. Other services are described in Appendix A, Part 1.
- **Auto Craft Center** – See Appendix A, Part 1.
- **Retail Stores** – The Naval Exchange hosts a food court, barber shop, package store, laundry and uniform shop. Other facilities are described in Appendix A, Part 1.
- **Youth Services** – A Teen Center operated at La Mesa and OMC. A description of events is provided at Appendix A, Part 1.

## 6. INFRASTRUCTURE:

Given the unique nature of its mission, the Department of the Navy has a strong interest in maintaining reliable utility services at the Naval Postgraduate School. The Department of Defense’s mandated “get out of the utility business” has prompted the decision to enter into the utility privatization process with an amendment for co-generation.

- **La Mesa Water/Sewage-** La Mesa water is provided by Cal Am Water. The POC to the Cal Am system is a 12-inch main located at the intersection of Farragut Road and Aquajito Road, at the main entrance to the La Mesa Housing area. This connection is metered via 2 3-inch flow meters and is protected with backflow prevention. The La Mesa Housing Sewer system also connects with the City of Monterey at the intersection of Farragut Road and Aquajito Road. As a condition of privatization, water meters will be installed at every building or connection point. Water conservation is highly important to the future development of the La Mesa Village Housing Community. To prevent the paying of ratcheting conservation water rates, a mandatory water

use/irrigation policy is enforced. La Mesa Village and NPS are not involved in the water credit program.

It must be noted that water softener systems at La Mesa Village and NPS must conform to the local ordinances that require the use of potassium in lieu of salt as a softener medium.

The Navy or RCI developer will be responsible for the cost of water lateral maintenance from the building line to the point at which the pipe enters a service main which is defined as a pipe serving more than one customer or point(s) of connection. Upon request, Cal-Am may perform plumbing work on laterals.

- **La Mesa Electric Systems & Natural Gas-** La Mesa electrical and gas are provided by Pacific Gas & Electric. They are both master metered. Individual housing units do not have meters. Groups of facilities and most likely all family housing quarters will require metering. Electric bills will be based on PG&E residential tariffs.

An Executive Order issued by President Bush on May 3, 2001 was the basis for a Federal wide energy conservation plan designed to reduce energy consumption by 35% by 2010. The requirement for emergency conservation plans are contained in Title 10, Code of Federal Regulations, Part 436, Subpart F, Paragraph 436.105. Several lighting retrofit projects have been undertaken by Public Works and the Navy Housing Office that will significantly reduce energy use and cost. It is imperative that that NPS housing meets its prescribed energy reduction goals. NPS's energy policies, goals and reduction plans must be incorporated and continued in RCI initiatives.

**NPS Electrical System & Gas-** Gas and electricity for the SOQ'S is provided by Pacific Gas and Electric company. The units are charged by a combination of meters and square footage. Note that these systems are in the Utility Privatization process. These units would require metering at individual units.

**NPS Water & Sewage-**Water is provided by Cal Am and the sewage contract is with the City of Monterey. Both of these systems are in the Utility Privatization process. Meters would be required at individual units.

- **Refuse Collection** - A private contractor collects household refuse, yard waste, and recyclable items weekly.
- **Recycling** – A Recycling Center is located on the corner of Bergin and

Spruance Roads at La Mesa Village. Weekly curbside service is provided to housing areas. Paper, plastic, aluminum, steel, motor oil and glass products are recycled.

- **Fire Protection** – The Naval Postgraduate School Fire Department operates from one station, located at 1399 Cunningham Road, Building 258 and is in close proximity to the military family housing. It houses one command vehicle, one emergency service vehicle, one first out truck and one reserve truck and fire prevention and administrative offices. The department has Mutual Aid Agreements with local communities for fire protection.

## 7. INSTALLATION BUILDING GUIDELINES

See Appendix A, Part 1.

## 8. ENVIRONMENTAL CONSIDERATIONS

See Appendix A, Part 1.

## 9. OTHER CONDITIONS

a. **Jurisdiction** – The Naval Postgraduate School and La Mesa Village Military Communities are areas of concurrent real property jurisdiction. The Federal government and the State of California both have jurisdictional authority on the property. The Navy, however, maintains primary responsibilities for all activities on its property.

b. **Industrial Areas** - Absolutely no construction of family housing will be allowed in the current industrial or training areas of the installation. NPS may allow construction of administrative and maintenance facilities in the industrial area.

c. **Fire and Police Protection** - The Navy will provide fire and police protection for the La Mesa and NPS housing areas. The partner shall adhere to NPS requirements concerning physical security of facilities. The partner shall also adhere to any fire prevention policies established by NPS, as well as by federal, state, county, and local governments.

d. **Metes and Bounds** – NPS/Presidio of Monterey will identify housing areas and surrounding available land within the housing areas to accommodate revitalized neighborhoods. A metes and bounds survey will be conducted and will be provided during the development of the CDMP.

e. **Historic Housing** – The Naval Postgraduate School has four eligible (not currently listed) family housing units, all four (4) will be rehabilitated in

accordance with historic standards. Rehabilitation work requires close coordination with the State Historical Preservation Office (SHPO), installation environmental coordinators, and any other appropriate interested parties. Typically, historic housing units are those that are on the National Register for Historic Places, eligible for registration, or located in a designated historic district. As mentioned previously a Programmatic Agreement will need to be developed and executed by NPS, the SHPO and the developer to govern the management, operation and rehabilitation of these structures. The Navy has manuals and guidelines that apply to these considerations and copies of these will be available in the Navy Document Room.

f. **Installation and Facility Access** – At this time La Mesa Village is an open housing community, although future access limitations may be imposed. NPS is a controlled access base. Traffic will be limited to military and civilian workers carrying the appropriate identification or whose vehicles exhibit the appropriate stickers. Any other civilians having business on base must get prior approval.

Presidio of Monterey/NPS RCI Program Manager will establish on a case-by-case basis, in coordination with the selected developer, the conditions that may limit or extend access to community facilities.

g. **Condition of Property Title** – The Navy holds free title to the property upon which the existing family housing is located and to the lands upon which any new family housing may be constructed.

**APPENDIX C, Part 1**  
**FORT IRWIN, CALIFORNIA**  
**SITE DESCRIPTION OF FORT IRWIN AND**  
**ECONOMICS OF THE FORT IRWIN REGION**

## **1. SITE DESCRIPTION**

Fort Irwin, The Army's National Training Center (NTC), is located in San Bernardino County, CA. As the largest county in the contiguous 48 states, San Bernardino County is diverse, about 77 percent of the land in the county is publicly owned including park land, Bureau of Land Management (BLM) land, and military installations, while over 75 percent of the county's population is located in the southwest corner of the county in the suburbs of Los Angeles.

The city of Barstow, approximately 40 miles southwest of Fort Irwin, is the nearest city and shares a mutual reliance with the installation. Fort Irwin is the largest employer for residents of Barstow. The population of the city is 23,983, contained within an area of 22.3 square miles. It ranks as the fourth largest city in the desert region and has a retail service area population of 60,000.

Fort Irwin is located in the central Mojave Desert, approximately 40 miles northeast of Barstow. Barstow marks the crossroads of Interstates 15 and 40 and is the starting point for Highway 58. The city makes a good base from which to travel Route 66, and explore the desert. Part of the southern boundary of Death Valley National Monument is fewer than three miles north of the Fort, and the National Aeronautic and Space Administration's (NASA) Goldstone satellite tracking facility is located within Fort Irwin.

Fort Irwin is an important military training center that serves each branch of the armed services. Tens of thousands of American soldiers sent to the Persian Gulf received much of their desert warfare training at Fort Irwin. The main entrance of Fort Irwin, and the only authorized entry point, is on Fort Irwin Road.

The following web site provides additional information on Fort Irwin: [irwin@army.mil](mailto:irwin@army.mil)

### **1.1 FORT IRWIN MISSION**

**Vision** - The NTC continues to train The Army during its transformation by conducting force-on-force and live-fire training for Army brigades in a joint scenario across the full spectrum of conflict. This is facilitated with the use of a highly expert Opposing Force that conducts continuous, asymmetrical operations in unrestricted and restricted terrain. An experienced Operations Group provides insights and feedback into the unit's capabilities and assists the unit in developing courses of action to sustain or improve their training levels.

The training brigade uses the full complement of its combat, combat support, and combat service support systems in an expanded NTC maneuver area that has multiple urban operations sites, and incorporates space-based capabilities and information technology. This allows commanders to integrate the full range of intelligence,

reconnaissance and surveillance assets available now and in the future. Reserve Component units train in rotations, combat support and combat service support training in support of rotations, and in active and inactive duty training using equipment from the Fort Irwin Mobilization and Training Equipment Site (MATES). Armor and mechanized National Guard Enhanced Separate Brigades deploy to the NTC every eight years to train.

Modernized and fully capable organizations, facilities and equipment that support both excellent training and the personnel who staff the installation, support rotational training. NTC has an essential post-mobilization mission as a center capable of accepting, training and deploying divisions or separate brigades.

**Mission** – The mission of the National Training Center is:

To provide tough, realistic, joint and combined arms training focused at the battalion task force and brigade level, to assist commanders in developing trained, competent leaders and soldiers, while preparing units for success on the modern battlefield.

Identify unit training deficiencies and provide necessary feedback to improve the force.

Take care of soldiers, civilians and family members. Keep pace with the Army Transformation.

## **2. RCI PROJECT**

Fort Irwin is proposing to partner with the private sector for the purpose of improving the military family housing community, utilizing applicable legislative authorities and the provisions of the Army's Residential Communities Initiative (RCI) Program. Although not contiguous, Fort Irwin, Moffett Community Housing (near Sunnyvale, CA) and Parks Reserve Forces Training Area (RFTA) (near Dublin, Ca) will all be treated as one project in the Fort Irwin Community Development Management Plan (CDMP).

### **2.1 PROJECT VISION AND GOAL**

- **Vision** - Provide high-quality family housing accommodations and amenities with little or no government investment.
- **Goals** – Renovate and/or demolish and replace existing family housing; address housing requirement, enhance quality of life; increase retention; and improve readiness.

## **2.2 PROJECT SUMMARY**

a. Fort Irwin's family housing privatization effort promotes the provision of high-quality family quarters within the military member's housing allowance less an appropriate amount to cover average utility consumption.

b. Fort Irwin proposes to convey its entire existing inventory of 2,028 family housing units, 24 new family housing units now under construction, and lease the land on which the existing units are located, and to provide additional lands for new and replacement construction to a non-DoD entity. In exchange, this partner will provide replacement housing, community amenities, new construction, long-term operation, management and maintenance, and rehabilitation of some existing family housing. This conveyance could be for a fifty-year period with a twenty-five year renewal clause.

c. A current family housing market analysis (FHMA) identifies an on-post requirement for 2,622 military housing units (2,142 enlisted, 480 officer) at Fort Irwin. These figures reflect 100% of the Fort Irwin requirement. The total requirement is further broken down by bedroom category - 1,302 two bedroom, 889 three bedroom, and 431 four bedroom units. Fort Irwin proposes that their privatization partner consider these requirements while preparing a scope that can be supported by project economics.

## **2.3 PROJECT RECAP**

- Renovate and/or demolish and replace 2,028 existing family housing units at Fort Irwin.
- Address the identified family housing requirement, with particular emphasis on the deficit build out that will be accomplished during the initial development period.
- Perform the management, operations and maintenance on the entire 2,052 unit inventory and the additional build-out units.

## **2.4 FINANCIAL FEASIBILITY**

a. Fort Irwin supports the viability of a privatization effort in which the partner assumes beneficial occupancy and lease rights to the 2,052 existing family housing units and related underlying land.

b. The monthly income to the developer is an amount equal to the housing allowances of all families residing on-post less an appropriate amount to cover average utility usage.

## **2.5 MHPI AUTHORITIES**

Due to Fort Irwin's geographic location, the condition of the existing housing inventory, and local economic activities, some of the legislative authorities provided by the Military Housing Privatization Initiative may be deemed necessary for the financial viability of

the project. The offeror may recommend use of any of these authorities. (Refer to Paragraph 3.0 of the RFQ).

### 3. CURRENT INVENTORY OF FAMILY HOUSING

The following table depicts the current total family housing inventory as designated by grade and bedroom count.

<b>GRADE CAT</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>TOTAL</b>
Senior and Field Grade Officers	0	67	59	126
Company Grade Officers (O1-O3)	155	54	43	252
Senior NCO	0	181	79	260
Junior NCO and Enlisted (E1-E-6)	862	403	125	1390
<b>TOTAL</b>	<b>1017</b>	<b>705</b>	<b>306</b>	<b>2028</b>
# Single Dwelling Units				232
# Multiple Units				1,796
Total AFH SF				3,605,811
Mobile Home Park All Grades				89

The following table lists the construction dates of the current family housing inventory.

<b>HSG AREA</b>	<b>YR BUILT</b>	<b>GRADE</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>TOTAL</b>
CACTUS COVE	1961/63	E1-E6	28	52	14	94
CACTUS COVE	1996/97	E1-E6	32	67	21	120
SANDY BASIN	1961/63	E1-E6	108	131	52	291
COYOTE SPRINGS	1983	E1-E6	144	110	0	254
TIEFORT VIEW	1984/85	E1-E6	200	0	0	200
			97	0	0	97
SAGE BRUSH	1990	E1-E6	62	20	26	108
	1993		71	5	0	76
MOJAVE	1995	E1-E6	120	18	12	150

DESERT WINDS	1990	SNCO	0	107	59	166	
ANNEX A	1993/94	SNCO	0	24	0	24	
ANNEX B	1995	SNCO	0	50	20	70	
CALICO COURT	1990	CO GRADE	81	54	45	180	
ANNEX A	1993/94	"	72	0	0	72	
BITTER SPRINGS	1985	FIELD GRADE	0	27	20	47	
BITTER SPRINGS	1989/90	"	0	40	39	79	
<b>TOTAL</b>				1,015	705	308	2,028

The following table shows the actual assignment of quarters as of the week of August 1, 2001 as well as the monthly rental income that the developer could expect from this specific assignment.

<b>PAY GRADE</b>	<b>BAH with Dependents 2001 (\$)</b>	<b>2 BR On- Post (#)</b>	<b>3 BR On- Post (#)</b>	<b>4-5 BR On-Post (#)</b>	<b>Post Housing By Rank Assigned (#)</b>	<b>Potential Monthly Rental Income Fort Irwin (\$)</b>
E-1	588	20	5	1	26	15,080
E-2	588	45	10	1	56	32,928
E-3	588	107	18	3	128	72,264
E-4	588	344	105	20	469	275,772
E-5	610	236	133	38	407	248,270
E-6	675	99	108	36	243	164,025
E-7	703	6	151	61	218	153,254
E-8	736	1	22	10	33	24,288
E-9	898	0	11	4	15	13,470
WO-1	675	7	4	2	13	8,775
O-1	618	28	4	1	33	20,394
O-1E	709	0	1	0	1	709
WO-2	716	12	10	4	26	18,616
O-2	673	16	1	1	18	12,114
O-2E	748	2	0	0	2	1,496
WO-3	754	2	2	4	8	6,032
O-3	752	77	22	24	123	92,496
O-3E	801	4	3	3	10	8,010

WO-4	794	1	4	4	9	7,146
O-4	861	4	47	26	77	66,297
WO-5	841	0	0	1	1	841
O-5	937	0	14	14	28	26,236
O-6	1,024	0	2	8	10	10,240
O-7	1,131	0	0	1	1	1,131
AVE	750					
						<b>\$1,279,884</b>
Total Assigned:		1011	677	267	1,955	
Total Inventory:		1017	705	306	2,028	
Difference		6	28	39	73	
Additional Potential Monthly Income if all habitable.						<b>\$48,326</b>
Unoccupied houses occupied: (Assuming a mean average monthly BAH per house of \$662.)						
Total potential Monthly Rental Income at Fort Irwin:						<b>\$ 1,328,210</b>

#### 4. COMMUNITY SUPPORT FACILITIES

**Military Family Housing** - The Family Housing Office assists military members in securing housing on and off post. Fort Irwin has a total of 2,028 (plus 24 scheduled for construction in FY02) sets of quarters, of which 378 are allocated to officers and 1,650 to enlisted personnel. These quarters are located in eight major housing areas. Family quarters are authorized for all military personnel in all grades. The Fort Irwin Mobile Home Park provides access to utilities and an on-site location for soldiers who own a manufactured home. It is the intent for the mobile home park to be displaced by the Fort Irwin Housing RCI developer.

**Bachelor Quarters** - Accommodations for single, permanent officers consist of 100 bachelor-housing officer units, consisting of one and two room suites. Each two-room suite containing a bedroom, living rooms, private bath, and kitchenette. In addition, there are thirty permanent party bachelor-housing units for senior, single enlisted personnel, each containing a bedroom, living room, private bath, and kitchenette. In the private sector, these accommodations would most closely resemble college dormitories.

**Transient Lodging** - Established in 2001, The Landmark Inn (a third party venture) with 180 rooms serves as Fort Irwin's transient lodging.

**Schools** - There are two schools on the Installation property – one elementary school, with a total capacity of 695 students and a middle school, with a capacity of 594 students. The San Bernardino County Public School Board governs these schools.

**Health Care** - Weed Army Community Hospital, building 166, is a 29 bed, one-story facility that houses inpatient and ancillary functions. It was originally built in 1968 with two subsequent additions in the 1980s. The Mary E. Walker Clinic, building 170, is an ambulatory care clinic built in 1997 to consolidate most outpatient functions including outpatient-related administrative functions. Outpatient services include the following: primary care, optometry, audiology, orthopedics, OB/GYN, mental health, emergency services, preventive medicine, internal medicine, Exceptional Family Member Program, laboratory, pediatrics and well baby, physical exams, physical therapy, radiology, social work services and substance abuse and rehabilitation service.

**The Dental Activity** - located in buildings 171 and 478, is the only facility in CONUS that is approved to provide dental care to family members due to the remote location of the Post. Services provided include: general dentistry, pediatric dentistry, oral surgery, and orthodontics.

**Veterinary Services** - Finally, routine veterinary care for privately owned animals is available by appointment on an outpatient basis at the Veterinary Treatment Facility, building 977.

**Recreation** – Fort Irwin recreation facilities and programs support readiness, retention and recruitment of soldiers in today's Army. Available to military members, their families, retirees and civilian employees are the following programs: Arts and Crafts (Ceramics, Framing, Plaques, Multicasts), Automotive (Mechanics, Welding, Tune Ups, Maintenance), Entertainment (Dinner and Seasonal Theater, Musicals, Shows, Lessons, Instrument Check Out), gyms/physical fitness/field houses (Intramural Sports, Wellness, Fit For Life, Weight Lifting, Power Lifting, Aerobics, Jazzercise, Boxing, Racquetball, Tennis, Running, Cardiovascular Wellness, Skating, Hockey, Skateboarding) Outdoor High Adventure (Hang Gliding, Parachuting, Rock Climbing, Rappelling, White Water Rafting, Skiing, Hiking, Biking).

**Recreation facilities include:** Arts and Crafts Shop, Kennels, Automotive Crafts Shop, Fitness Center, Chuckwalla Gym, Tickets and Tours, Outdoor Recreation, Skeet and Trap Range, Rifle/Pistol Range, Ingall's Recreation Center, Troop Pool, Family Pool, Community Youth Services Center, Middle School Center, Teen Center, Fitness Connection, Pitch N Putt, Driving Range, Paintball Course, Stables, Riding Ring, Army Field, Recreational Vehicle Site and Storage, Self-Storage Units, Tennis Courts, Handball Courts, Volleyball Courts, Softball Fields, Soccer Fields, Youth Sports Fields, Multipurpose Fields, Camp Millennium, Off Road Vehicle Area and Hiking Trails).

**Child and Youth Services (CYS)** – Fort Irwin CYS is comprised of 4 delivery systems of childcare/youth options and programming: Child Development Services (CDS), School-Age Services (SAS), Youth Services (YS), and CYS Liaison, Education and Outreach Services (CLEOS).

CYS programs enhance readiness by reducing the conflict between soldiers' parental responsibilities and their on-the-job mission requirements. It facilitates family self-reliance and reinforces Army values by providing predictable services for eligible children and youth 4 weeks to 18 years of age. Most CYS care and supervision options are available 40-58 hours a week during duty hours, some evenings, and weekends.

The CDS delivery system is comprised of facility-based care in 2 child development centers, e.g. buildings 1317 and 1322, and home-based care in 50-55 Family Child Care (FCC) homes that have been licensed to operate in government quarters by the Army. Full-day and part-day care options are provided for infants, toddlers, preschool-age children, and kindergartners. Hourly care and extended hours, e.g. weekend and evening care, options are also available.

The SAS delivery system offers before and after school programs, full-day programs during school vacation and school closures, and summer camp for children in 1st -5th grades in 2 facilities, e.g. buildings 1315 and 1300. Activities are organized within four service areas: Arts, Recreation, and Leisure; Life Skills, Citizenship and Leadership; Sports, Fitness and Health; and Mentoring, Intervention and Education Support Services.

The YS delivery system offers regularly scheduled programming and drop-in options for middle school youth (6th – 8th) grades in building 1313 and teens (9th –12th) grades in building 128. In addition to the four service area framework, baseline programming for youth includes: Individual/Group Sports and Fitness Activities, Self-Directed Activities, Homework Centers, Computer Labs, Youth Sponsorship, Workforce Preparation, Community Service and Youth Councils.

The CLEOS system provides central registration, resource and referral and outreach care options; e.g., on-site childcare for group functions, special contract openings; and Babysitter Training and Referral Services (BTRS). CLEOS also provides a school liaison officer( SLO) to interface with the local Silver Valley School District to help with the dissemination of information and resolution of issues within the local district.

During the past year Fort Irwin CYS served a total of 2177 children in 2 child development centers, 79 family child care homes; 2 school-age sites, 1 middle school youth site, and 1 teen center.

**Chapels and Religious Facilities** - The Installation's two chapels provide religious services by denomination. These facilities can accommodate religious services of all kinds, such as prayer, weddings, funerals, and counseling, for military members, their families, and retirees.

**Craft/Hobby Center** - The Skill Development Center offers ceramics (materials, tools, and instructions) and the auto craft facility (tools, and instruction manuals) provides shop space as Craft/Hobby centers. Both are available to military members, their families, retirees and DoD civilian employees.

**Retail Stores** – On post shopping includes the Main Store Mall with 12 shops, the Mini Mall with shops and service, the commissary and the thrift shop. Concessions include Burger King, Manhattan Bagels, Popeye's, Taco Bell, Frank's Franks, Baskin Robbins, Anthony's Pizza, The Thai Garden Restaurant, Cinnabun, a Korean eatery and Class Six. Services available include beauty and barber services dry cleaning, flower shops, tailoring, eye care, video rental, Auto Pride, Enterprise Auto Rental, two gas stations, a retail Phone Hut, and two laundry facilities and two shoppettes. There is one multiplex theatre on the installation.

**National Training Center and 11<sup>th</sup> Armored Cavalry Regiment Museum** – was established in 1996. Its purpose is two-fold, to collect, preserve, study and exhibit military artifacts, particularly those items related to Fort Irwin, NTC, and 11<sup>th</sup> Cavalry and to educate and transmit the esprit of the rich history of these organizations.

**Youth Services** - The Youth Services (YS) Program was established at Fort Irwin to provide meaningful, organized, leisure time activities. These activities are designed to meet inherent recreational interests and needs of youth and to assist in preparing them for responsible citizenship. YS have the additional mission of developing coordinated programs of sports, social, educational and recreational activities for children first through 12<sup>th</sup> grades. Currently, YS programs include a year-round sports program, dances, holiday activities, art classes, piano lessons, a before and after school day program for school age youth, summer day camp program, and many special events.

**Education**- Fort Irwin has made a commitment to continuing education. The education center includes a learning resource center and a library. Three colleges on post, Barstow Community College, and Park College for undergraduate and Embry-Riddle students seeking post graduate degree.

## 5. INFRASTRUCTURE

Fort Irwin is in the process of utility privatization, which would address distribution of electricity, gas, water (includes wells), and waste water collection and treatment. Today, Fort Irwin owns the following:

- Electric - Distribution infrastructure only
- Liquid Petroleum Gas – Storage and Distribution infrastructure.
- Water – Reverse Osmosis Water Treatment Plant and Distribution infrastructure.
- Sewer - Wastewater Treatment Plant and Collection infrastructure.
- Landfill - The Installation holds a “Class 3” permit for its own landfill. A private (the base ops) contractor conducts the landfill operation. The landfill operation is the responsibility of the Directorate of Public Works.
- Refuse collection - A private (the base ops) contractor collects household refuse, yard waste, and recyclable items weekly from the installation.
- Recycling – A private (the base ops) contractor is responsible for the collection of recyclable materials from throughout the installation. Paper, plastic, aluminum, steel and glass products are recycled.
- Hazardous Waste- A private contractor is responsible for pick-up, collection, tracking, and disposal of hazardous waste.

- Fire Protection – a private contractor operates The Fort Irwin Fire Department. The department has ladder and engine companies, water tender and pump trucks, and rescue vehicles. A second fire house is planned.

## 6. INSTALLATION BUILDING GUIDELINES

Partners are encouraged to use their ingenuity and innovation in the planning and development process. However, they are expected to propose plans that are compatible with existing architectural and design guidelines.

a. **Architectural Style** - Fort Irwin housing was constructed in the 60's ,80's and 90's, and the homes have the architectural style typical of those periods. New housing, under this program, should be constructed in accordance with Southern California architectural styles with consideration given to extreme environmental factors and accepted industry standards.

b. **Height** - Any new and altered buildings must meet certain height restrictions. Buildings can be no higher than three stories or 40 feet as measured from the ground to the highest point on the roof ridge. Generally, the recommended height is two stories.

c. **Americans with Disabilities Act** – The developer and the CDMP to be crafted must meet the requirements of this act. At Fort Irwin, it is projected that ten percent of the units to be replaced plus the additional units to be constructed will need to be handicap accessible or easily modifiable to be accessible to meet the requirements of the Americans with Disabilities Act. The actual number will be agreed upon between the developer and the government during the CDMP process. Special consideration will be given to the specific needs of the population at Fort Irwin.

## 7. ENVIRONMENTAL CONSIDERATIONS

a. No construction will be permitted in any environmentally protected areas of the installation.

b. Fort Irwin is not on the Environmental Protection Agency's (EPA) National Priorities Listing (NPL). The housing areas proposed for this project may be suitable for the intended development. An Environmental Baseline Survey (EBS) is currently being prepared and will be available to the partner during the development of the CDMP.

c. During the time of construction of some of the housing units at Fort Irwin, asbestos-containing materials and lead-based paint were used. These materials are still present and will require abatement during renovation work or appropriate, legal removal during demolition.

d. An Environmental Assessment of the CDMP will be required prior to the implementation of the project. This study will be developed in conjunction with the preparation of the CDMP, in the best spirit of the National Environmental Protection Act (NEPA). The partner will be responsible for the payment of any costs associated with performing any necessary additional environmental studies required by the CDMP.

e. The partner shall operate in full compliance with all applicable federal, state, and local environmental laws and regulations, including but not limited to recycling, pesticide management, hazardous waste management, water pollution, and air pollution control regulations. The partner shall be responsible for permit requirements and for payment of all fines and litigation based on the partner's negligence in relation to environmental compliance.

f. Construction is allowed after reviewing encumbrance restrictions and conditions and obtaining all applicable permits for construction activities. For example, general encumbrances may involve securing digging permits for subsurface mechanical construction or exploration activities.

## 8. OTHER CONDITIONS

a. **Jurisdiction** - Fort Irwin will maintain concurrent federal jurisdiction over the real estate within the borders of the installation.

b. **Industrial Areas** - Absolutely no construction of family housing will be allowed in the industrial or training areas of the installation. Fort Irwin may allow construction of administrative and maintenance facilities in the industrial area.

c. **Fire and Police Protection** - Fort Irwin fire protection services are provided by a private contractor. The partner shall adhere to Fort Irwin requirements concerning physical security of facilities. The partner shall also adhere to any fire prevention policies established by Fort Irwin, as well as by federal, state, county, and local governments.

e. **Escrow Accounts** - The selected partner is to establish the following escrow accounts as a minimum. These accounts would require the signatures of the selected partner and the Garrison Commander or his representative prior to withdrawal of funds.

- Capital repair and replacement
- Deferred maintenance and repair
- New construction and historic preservation
- Reserves
- Incentive Performance

f. **Installation Controls** - The following controls will be retained by the installation.

- Concurrent federal jurisdiction (Legal-Fire-Police)
- Authority to remove military members from family housing
- Direction of use of the escrow accounts
- Housing grade categories and designation of housing
- Designation approval of key and essential positions

g. **Rent Methodology** - The maximum allowable income to be derived from occupancy of family housing is not to exceed the sum of the on-post-military members' basic housing allowances less an appropriate amount for utilities. Military members are not expected to expend out-of-pocket funds to reside in family housing provided by the developer as long as their utility consumption is not such that it exceeds the amount set aside to cover average utility usage. Rental adjustments will be linked to the Basic Allowance for Housing with appropriate controls.

h. **Utility Consumption** – The developer is responsible for all costs of utilities provided to the common areas of the project and all vacant units during the entire project period. The developer is responsible for the provision of high-quality family housing that is energy efficient. The selected partner is to reimburse the provider of utilities at a negotiated rate. The Government will not be a party to these negotiations unless the government is the provider of the utilities. Additional discussion provided in Section 3.2.7 of the RFQ.

i. **Anti-Lobby Act** - The developer must comply with the requirements established by the Anti-Lobby Act.

j. **Community Amenities** - Community amenities are those generally provided in a typical housing development such as community centers, child-care centers, playgrounds, ball fields, tennis courts, swimming pools, jogging trails and other recreational facilities. The developer is to provide such amenities as part of the replacement and construction portion of the project. The developer may help operate, maintain and staff these facilities in collaboration with existing government programs or to augment such programs.

k. **Storage Facilities** - Typically, military families accumulate items from around the world that require storage and accessibility, more so than the typical American family. The developer is to provide adequate storage facilities in or near the family housing units or at a central location within the installation. If a central location is proposed, the Government shall provide the necessary land for construction of such facilities.

l. **Mandatory Assignments** - Fort Irwin will not impose mandatory assignments or utilization of the facilities and services provided by the developer.

m. **Construction Sites** - Fort Irwin has identified adequate and appropriate land on which the developer will commence construction. A Construction Site Feasibility Study will be provided during the development of the business and financial plans.

n. **Metes and Bounds** - Fort Irwin has identified housing areas and surrounding available land within the housing areas to accommodate revitalized neighborhoods. A metes and bounds survey has been conducted and will be provided during the development of the CDMP.

o. **Historic Housing** – Fort Irwin has no historical housing units.

p. **Installation and Facility Access** – Fort Irwin is an access regulated Army Post, potential offerors will have the ability to conduct both guided and self-guided windshield tours of the housing areas by appointment. As part of the RCI process, potential offers may request site visits of the Fort Irwin housing areas. Contact Sarah White, RCI Project Manager 760 380-6573, or the RCI Data Room at 760 380-3572 all located in Building 826, at 5<sup>th</sup> and South Loop Road, approximately 4 miles from the NTC front gate.

q. **Condition of Property Title** – Fort Irwin sits on withdrawn land from the Bureau of Land Management.

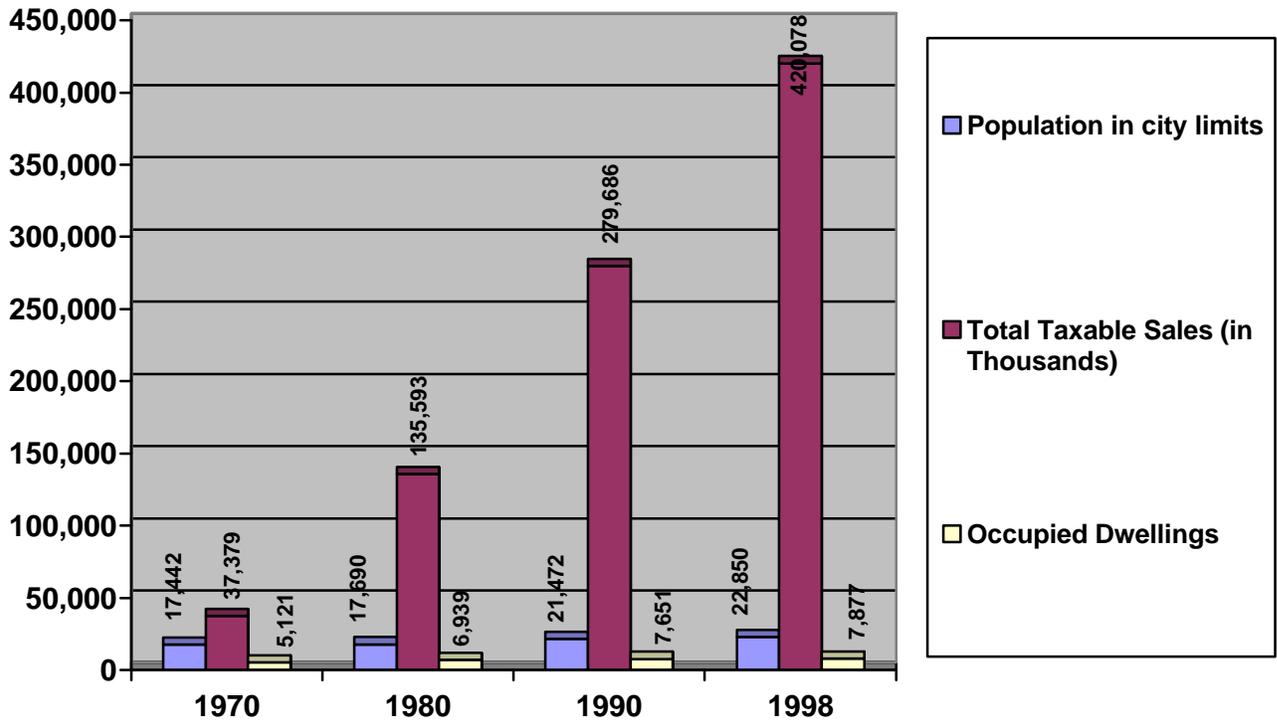
## **APPENDIX C, Part 2** **SAN BERNARDINO COUNTY**

### **1. COMMUNITIES**

**Socioeconomic.** Fort Irwin is located in San Bernardino County, which is the largest county in the contiguous 48 states and contains a great deal of diversity. Approximately 77 percent of the land in the county is publicly owned including park land, Bureau of Land Management (BLM) land, and military installations, while over 75 percent of the county's population is located in the southwest corner of the county comprised of Los Angeles suburbs.

Barstow is located 120 miles east of Los Angeles and 155 miles southeast of Las Vegas in the High Desert of San Bernardino County. It was incorporated on Sept. 30, 1947. The total population of Barstow is approximately 22,850. Ethnicity within the city limits is depicted in the following chart.

The following table shows the population trends and economic trends over the past 30 years.



Source: Barstow Economic Community Profile, City of Barstow, 1998

Median income as of 1998 in the City of Barstow is \$35,983. Home purchases are realistic in the Barstow area since housing prices still fall within the reasonable range of \$55,000 to \$250,000 (as of 1998). Apartment costs range from \$450 to \$650 monthly for a two or three bedroom unit. Low-income housing is available through the San Bernardino County Housing Authority.

**2. COUNTY HISTORY** - In 1850 California was admitted into the United States. On April 26, 1853, San Bernardino County was created from parts of Los Angeles, San Diego and Mariposa Counties. In 1854 the city of San Bernardino was incorporated as the county seat. In 1893 Riverside County was created out of parts of San Bernardino and San Diego Counties. Many noted people have been associated with San Bernardino County history. Jedediah Smith was an early explorer (1826); Kit Carson traversed the Cajon Pass with a group of trappers in 1830; as a teenager Wyatt Earp and his family traveled to San Bernardino by wagon train, arriving in 1864; and President Lyndon Johnson worked as an elevator operator in the Platt Building in San Bernardino in 1925.

### 3. San Bernardino County Facts and Statistics Population

1990 (Census)	1,418,380
1999 (Estimated*)	1,654,000
<i>*California Dept. of Finance</i>	

#### Jobs by Industry (6/99\*)

Total all industries	943,800
Services	239,700
Retail Trade	184,700
Government	182,900
Construction	63,500
Transportation & Public Utilities	48,000
Wholesale trade	43,300
Farming	34,300
Finance, insurance & real estate	30,300
Mining	1,000

*\*California Labor Market*

#### Services

Services	22.7%
Retail Trade	20.2%
Government	19.6%
Manufacturing	12.6%
Construction	9.3%
Transportation, Public Utilities	4.7%
Finance, Insurance, Real Estate	4.1%
Whole Trade	3.8%
Agriculture	3.1%

#### Recreation

East Mojave Scenic Area  
 Death Valley National Monument  
 Joshua Tree National Monument  
 San Bernardino National Forest  
 Providence Mountains State Recreation Area  
 Calico Ghost Town Regional Park

#### Agriculture

#### Top ten products (1998\*)

Milk  
 Cattle and calves  
 Eggs  
 Nursery products  
 Alfalfa, all  
 Oranges

Oriental vegetables

Grapes

Chickens, meat

Strawberries

*\*San Bernardino County Crop & Livestock Report*

### **Climate**

The San Bernardino Valley is temperate with about 15 inches of rain annually and temperatures ranging from the 30s to the 60s in January and from the 50s to high 90s in July.

The San Bernardino Mountains are a popular winter sports area.

Geography Area: 51,961 square kilometers. About 90% of the county is desert; the remainder consists of the San Bernardino Valley and the San Bernardino Mountains.

Information provided by the San Bernardino County Library

## **APPENDIX C, Part 3 MOFFETT COMMUNITY HOUSING AREA SITE DESCRIPTION OF MOFFETT AND ECONOMICS OF THE MOFFETT REGION**

### **1. SITE DESCRIPTION:**

The Moffett Community Housing Area, California, is dedicated to providing world class services and support to the soldiers, sailors, airmen, marines, civilian employees, retirees and family members who live and work in around the San Francisco Bay Area. Moffett Community Housing Area is located in the heart of Silicon Valley and is situated on approximately 140 acres of land with about 5 miles of paved roads and about 170 buildings, in Santa Clara County, California. Currently Moffett Community Housing Area is under the operational control of the South Pacific Division, US Army Corps of Engineers, San Francisco, CA and real property accountability of Fort McCoy, Wisconsin. Fort McCoy is a reserve installation under the command of the US Army Reserve Command (USARC), which is headquartered at Fort McPherson, Georgia. Moffett Community Housing Area is located approximately twenty five miles south of the City of San Francisco and 15 miles north of San Jose California adjacent to State Highway 101 and Moffett Federal Field (former Moffett Naval Air Station), operated by the National Aeronautics and Space Administration (NASA).

Moffett Community Housing Area is home to 6 tenant organizations from all four military services and has a total daytime population of about 1,600 civilian personnel and about 445 military personnel. The Moffett Community Housing Area has most amenities to meet the needs of the population it serves. A commissary and exchange are located on adjacent Moffett Federal Field (operated by NASA), along with post office, credit union and banking services, and golf course. In addition, the housing area has a lodge and shoppette (operated by Navy Exchange Service), post chapel and community center, home care day use facilities, child care (operated by NASA), and a credit union, to name a few.

The following web sites provide additional information on the communities around Moffett Community Housing Area:

SF Bay & Moffett Community Housing Area:

<http://www.spd.usace.army.mil/housing/>

State of California: [http://www.ca.gov/state/portal/myca\\_homepage.jsp](http://www.ca.gov/state/portal/myca_homepage.jsp)

Santa Clara County Online: <http://claraweb.co.santa-clara.ca.us>

City of Mountainview: <http://www.ci.mtnview.ca.us/>

Housing in the SF Bay Area: <http://www.bayinsider.com/homes/neighborhoods/>

Santa Clara County Dept. of Education & Listing of School Districts:

<http://sccoe.org/>

Santa Clara County Sheriff's Office: <http://claraweb.co.santa-clara.ca.us/sheriff/>

## 2. MOFFETT COMMUNITY HOUSING AREA MISSION

**Vision** - We will be the best provider of housing for service members in the San Francisco Bay Area.

**Mission** - Provide for the quality of life of the military members and their families stationed in the San Francisco Bay area, the civilian workforce and the retirees within the Moffett Housing Area community. Also, provide leadership in base operations, supporting tenant activities, which include all military services.

**Values** –Service members are our focus. Service is our business. Quality is our hallmark. People are our greatest asset. Partnership is our success. Integrity, teamwork and professionalism are our foundation.

### Goals -

- Reshape Moffett Community Housing Area to satisfy customer requirements.
- Improve quality of life for the Moffett Community Housing Area community.
- Ensure environmental stewardship.
- Establish and resource a comprehensive, integrated installation plan for infrastructure and facilities.
- Improve business practices, processes and services.
- Expand partnerships.
- Eliminate impediments to efficient and effective operations.

## 3. RCI PROJECT

Moffett Community Housing Area is proposing to partner with the private sector for the purpose of improving the military family housing community, utilizing applicable legislative authorities and the provisions of the Army's Residential Communities Initiative (RCI) Program. Although not contiguous, Fort Irwin, Moffett Community

Housing (near Sunnyvale, CA) and Parks Reserve Forces Training Area (RFTA) (near Dublin, Ca) will all be treated as one project in the Fort Irwin Community Development Management Plan (CDMP).

#### **4. PROJECT VISION AND GOAL**

**Vision** - Provide high-quality family housing accommodations and amenities with little or no Government investment.

**Goals** – Renovate, and/or demolish and replace existing family housing, address housing requirement, enhance quality of life, increase retention, and improve readiness by modernizing existing housing and improving the neighborhood support infrastructure.

#### **5. PROJECT SUMMARY**

a. Moffett Community Housing Area's family housing privatization effort promotes the provision of high-quality family quarters within the military member's housing allowance, less an appropriate amount to cover average utility consumption.

b. Moffett Community Housing Area proposes to convey its entire existing inventory of 690 family housing units, lease the land on which the units are located, and provide additional lands for replacement construction to a non-Department of Defense entity. In exchange, this partner will provide rehabilitation, some replacement housing, community amenities, long-term operation, management and maintenance of existing family housing. This conveyance will be for a fifty-year period with a twenty-five year renewal clause.

c. The current Family Housing Market Analysis (FHMA) identifies an on-post requirement for 316 military housing units (33 officer, 283 enlisted) at Moffett Community Housing Area. The requirement is further broken down by bedroom category – 146 two bedroom, 115 three bedroom, and 55 four bedroom. The military requirement does not reflect military personnel from other services, independent duty personnel, or single service members assigned for duty in the San Francisco Bay area. Assignment data from September 20, 2001 indicate the following authorized military families residing in Moffett Community Housing: Army 168; Air Force 130; Navy 60; Marines 43; Coast Guard 25; and civilians 105. Moffett Community Housing Area proposes that their privatization partner consider these requirements and the total existing housing inventory while preparing a scope that can be supported by project economics.

#### **6. PROJECT RECAP**

- Revitalize 9 historic units.
- Renovate, demolish, and/or replace housing units in the Moffett Community Housing Area to meet the identified requirement.
- Operate, maintain, and repair remaining military family housing inventory and replace as needed over the life of the lease.

- Develop a plan for utilizing excess military housing units to provide the highest benefit to the overall project scope. It is not permissible to use military BAH to develop and maintain houses not envisaged to be occupied by military personnel.

## 7. FINANCIAL FEASIBILITY

a. A financial feasibility analysis supports the viability of a privatization effort in which the partner assumes occupancy and lease rights to the 690 existing family housing units and related underlying land.

b. The monthly income to the developer is an amount equal to the housing allowances of all families residing on-post less an appropriate amount to cover average utility usage.

## 8. MHPI Authorities

Due to the Moffett Community Housing Area's geographic location, the condition of the existing housing inventory, and local economic activities, some of the legislative authorities provided by the Military Housing Privatization Initiative may be deemed necessary for the financial viability of the project. The offeror may recommend use of any of these authorities. (Refer to Appendix A, Paragraph 1 and Appendix B).

## 9. CURRENT INVENTORY OF FAMILY HOUSING

The following table depicts the current total family housing inventory as designated by grade and bedroom count.

<b>GRADE CAT</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>TOTAL</b>
GFOQ	0	0	0	0
SGOQ	0	2	9	11
FGOQ	0	20	0	20
CGOQ	15	43	16	74
SNCOQ	0	35	10	45
JNCOQ	301	200	39	555
<b>TOTAL</b>	<b>316</b>	<b>300</b>	<b>74</b>	<b>690</b>

GFOQ – General/Flag Officer Quarters

SGOQ – Senior Grade Officer Quarters

FGOQ – Field Grade Officer Quarters

CGOQ – Company Grade Officer Quarters

SNCOQ – Senior Non-Commissioned Officer Quarters

JNCOQ – Junior Non-Commissioned Officer Quarters

The following table lists the construction dates of the current family housing inventory.

<b>HSG AREA</b>	<b>YR BUILT</b>	<b>GRADE</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>Total</b>
Berry Drive	1932	SGOQ	0	0	9	9
Macon Terrace I	1983	SGOQ	0	2	0	2
Berry Court	1968	FGOQ	0	20	0	20
Westcost	1968	CGOQ	0	40	6	46
Macon Terrace I	1983	CGOQ	15	3	0	18
Macon Terrace II	1983	SNCO	0	35	1	45
Macon Terrace II	1983	JNCOQ	59	0	15	74
Macon Terrace III	1983	JNCOQ	116	0	0	116
Orion Park	1968	JNCOQ	0	200	24	224
Shenandoah SQ.	1989	JNCOQ	126	0	0	126
<b>TOTAL</b>			<b>316</b>	<b>300</b>	<b>74</b>	<b>690</b>

The following table shows the actual assignment of quarters as of August 2001, as well as the monthly rental income that the developer could expect from this specific assignment.

<b>PAY GRADE</b>	<b>BAH with Dependents</b>	<b>2 BR On-Post</b>	<b>3 BR On-Post</b>	<b>4-5 BR On-Post</b>	<b>Post Housing By Rank Assigned</b>	<b>Potential Monthly Rental Income Moffett Family Housing Area</b>
E-1	\$ 1,882	1			1	\$1,882
E-2	\$ 1,882	2			2	\$3,764
E-3	\$ 1,882	4			4	\$7,528
E-4	\$ 1,882	19	8	2	29	\$54,578
E-5	\$ 2,041	29	32	5	66	\$134,706
E-6	\$ 2,213	33	56	6	95	\$210,235
E-7	\$ 2,299	3	48	4	55	\$126,445
E-8	\$ 2,393	1	10		11	\$26,323
E-9	\$ 2,526		3		3	\$7,578

WO-1	\$ 2,214				-	\$0
O-1	\$ 2,061	1		1	2	\$4,122
O-1E	\$ 2,317				-	\$0
WO-2	\$ 2,337				-	\$0
O-2	\$ 2,209	8		4	12	\$26,508
O-2E	\$ 2,435				-	\$0
WO-3	\$ 2,452	2	1		3	\$7,356
O-3	\$ 2,447	8	18	15	41	\$100,327
O-3E	\$ 2,573			3	3	\$7,719
WO-4	\$ 2,555		1		1	\$2,555
O-4	\$ 2,724		18	5	23	\$62,652
WO-5	\$ 2,673				-	\$0
O-5	\$ 2,917	2	9	5	16	\$46,672
O-6	\$ 2,941		2	9	11	\$32,351
O-7	\$ 2,975				-	\$0
O-8	\$ 2,975				-	\$0
Civilian (2bdrm)	\$ 900	57			57	\$51,300
Civilian (3bdrm)	\$ 1,250		10		10	\$12,500
Total Assigned:		170	216	59	445	<b>\$927,101</b>
Total Inventory:		316	300	74	690	
Difference:		146	84	15	245	
Additional Potential Monthly Income if all habitable, unoccupied houses occupied:						<b>\$ 562,275</b>
(Assuming an average monthly BAH per house of \$2,295)						
Total Potential Monthly Rental Income at Moffett Family Housing Area:						<b>\$ 1,489,376</b>

## 10. COMMUNITY SUPPORT FACILITIES

**Military Family Housing** - The Family Housing Office assists military members in securing housing on post and within the San Francisco Bay. Moffett Community Housing Area currently has 690 sets of quarters.

**Transient Lodging** - The Guest House, operated by the Navy Exchange Service, is located in the housing area and is similar to a private hotel facility. It has such amenities as a common-use kitchen, laundry, and vending machine room. Reservations are accepted and confirmed 30 days in advance of arrival. The Guest House accommodates the needs of short-term visitors, who are usually, military members or civilian employees on temporary duty at Moffett Community Housing Area.

**Schools** - The Housing area is within the Mountain View & Whisman School Districts. All grades from K1 to high school are provided.

**Health Care** – Health care is provided through Tri-Care services on Post.

**Child Development Services (CDS)** – Child Development Services is comprised of center-based, and quarters-based child care programs. The CDS system is operated by NASA.

**Chapels and Religious Facilities** - The Installation's chapel and Family Life Center provide religious services by denomination. These facilities can accommodate religious services of all kinds, such as prayer, weddings, funerals, and counseling, for military members, their families, and retirees.

**Retail Stores** –Adjacent on NASA's Moffett Federal Field there is a commissary and a shopping complex, which houses the main Post Exchange store and a variety of concessions. Some of the services available at the complex are beauty and barber services, shoe repair, retail jewelry, watch repair, dry cleaning, flower shops, tailoring, eye care, gas station, and laundry. Additionally, smaller convenient store, known as Shoppette, is located in the housing area.

## **11. INFRASTRUCTURE**

The Moffett Community Housing Area utility plants and distribution systems are part of the Moffett Federal Fields systems, and NASA provides services. Today, Moffett Community Housing Area owns the following within the housing area:

- Electric - Distribution infrastructure only
- Gas - Distribution infrastructure only
- Steam Heat - Generation and distribution infrastructure
- Water - Distribution infrastructure only
- Sewer - Wastewater Treatment Collection infrastructure

The following services are contracted in the housing area:

- Refuse collection - A private contractor collects household refuse, yard waste, and recyclable items weekly from the installation.
- Fire Protection – NASA operates the Moffett Federal Field Fire Department and the Army reimburses it.

## **12. INSTALLATION BUILDING GUIDELINES**

Partners are encouraged to use their ingenuity and innovation in the planning and development process. However, they are expected to propose plans that are compatible with existing architectural and design guidelines.

a. **Architectural Style** - Most of the housing constructed at Moffett Community Housing Area was constructed in the 60's and 80's, and the homes have the architectural style typical of that period. New and replacement construction in recent years has been designed to today's modern standards with family room, separate laundry areas, and more amenities. Replacement housing, under this program, should

be constructed in accordance with modern styles and accepted industry standards. A Programmatic Agreement will be executed by Moffett Community Housing Area, the developer, and the State Historic Preservation Office (SHPO), detailing the guidelines of the rehabilitation, maintenance and operation of the nine historic housing units.

b. **Height** - Any new and altered buildings must meet certain height restrictions. Buildings can be no higher than four stories or 56 feet as measured from the ground to the highest point on the roof ridge. Generally, the recommended height is two stories.

c. **Americans with Disabilities Act** – The developer and the CDMP to be crafted must meet the requirements of this act. At Moffett Community Housing Area, it is projected that ten percent of the units to be replaced plus the additional units to be constructed will need to be handicap accessible or easily modifiable to be accessible to meet the requirements of the Americans with Disabilities Act. The actual number will be agreed upon between the developer and the government during the CDMP process. Special consideration will be given to the specific needs of the population at Moffett Community Housing Area.

### **13. ENVIRONMENTAL CONSIDERATIONS**

a. No construction will be permitted in any wetlands or environmentally protected areas of the installation.

b. Moffett Community Housing Area is on the Environmental Protection Agency's (EPA) National Priorities Listing (NPL). The housing areas proposed for this project are thought to be suitable for the intended development. An Environmental Baseline Survey (EBS) is currently being prepared and will be available to the partner during the development of the CDMP.

c. An Environmental Assessment of the CDMP will be required prior to the implementation of the project. This study will be developed in conjunction with the preparation of the CDMP, in the best spirit of the National Environmental Protection Act (NEPA). The partner will be responsible for the payment of any costs associated with performing any necessary additional environmental studies required by the CDMP.

d. The partner shall operate in full compliance with all applicable federal, state, and local environmental laws and regulations, including but not limited to recycling, pesticide management, hazardous waste management, water pollution, and air pollution control regulations. The partner shall be responsible for permit requirements and for payment of all fines and litigation based on the partner's negligence in relation to environmental compliance.

e. Construction is allowed after reviewing encumbrance restrictions and conditions and obtaining all applicable permits for construction activities. For example, general encumbrances may involve securing digging permits for subsurface mechanical construction or exploration activities.

## 14. OTHER CONDITIONS

a. **Jurisdiction** - Moffett Community Housing Area will maintain proprietary jurisdiction over the real estate within the borders of the installation.

b. **Industrial Areas** – Absolutely no construction of family housing will be allowed in the industrial or training areas of the installation.

c. **Fire and Police Protection** - NASA will provide fire protection to the housing areas and be reimbursed by the selected partner. Law enforcement is provided by the Santa Clara County Sheriff's Office. The partner shall adhere to Moffett Family Housing Area requirements concerning physical security of facilities. The partner shall also adhere to any fire prevention policies established by Moffett Federal Field Fire Department, as well as by federal, state, county, and local governments.

d. **Escrow Accounts** - The selected partner is to establish the following escrow accounts as a minimum. These accounts would require the signatures of the selected partner and the Garrison Commander or his representative prior to withdrawal of funds.

- Capital repair and replacement
- Deferred maintenance and repair
- New construction and historic preservation
- Reserves
- Incentive Performance

e. **Installation Controls** - The following controls will be retained by the installation.

- Authority to remove military members from family housing
- Direction of use of the escrow accounts
- Housing grade categories and designation of housing
- Designation approval of key and essential positions

f. **Rent Methodology** - The maximum allowable income to be derived from occupancy of family housing is not to exceed the sum of the on-post-military members' basic housing allowances less an appropriate amount for utilities. Military members are not expected to expend out-of-pocket funds to reside in family housing provided by the developer as long as their utility consumption is not such that it exceeds the amount set aside to cover average utility usage. Rental adjustments will be linked to the Basic Allowance for Housing with appropriate controls.

g. **Utility Consumption** – The developer is responsible for all costs of utilities provided to the common areas of the project and all vacant units during the entire project period. The developer is responsible for the provision of high-quality family housing that is energy efficient. The selected partner is to reimburse the provider of

utilities at a negotiated rate. The Government will not be a party to these negotiations unless the government is the provider of the utilities.

h. **Anti-Lobby Act** - The developer must comply with the requirements established by the Anti-Lobby Act.

i. **Community Amenities** - Community amenities are those generally provided in a typical housing development such as community centers, child-care centers, playgrounds, ball fields, tennis courts, swimming pools, jogging trails and other recreational facilities. The developer is to provide such amenities as part of the replacement and construction portion of the project. The developer may help operate, maintain and staff these facilities in collaboration with existing government programs or to augment such programs.

j. **Storage Facilities** - Typically, military families accumulate items from around the world that require storage and accessibility, more so than the typical American family. The developer is to provide adequate storage facilities in or near the family housing units or at a central location within the installation. If a central location is proposed, the Government shall provide the necessary land for construction of such facilities.

k. **Mandatory Assignments** - Moffett Community Housing Area will not impose mandatory assignments or utilization of the facilities and services provided by the developer.

l. **Construction Sites** - Moffett Community Housing Area has identified adequate and appropriate land on which the developer will commence construction. A Construction Site Feasibility Study will be provided during the development of the business and financial plans.

m. **Metes and Bounds** - Moffett Community Housing Area has identified housing areas and surrounding available land within the housing areas to accommodate revitalized neighborhoods. A metes and bounds survey has been conducted and will be provided during the development of the CDMP.

n. **Historic Housing** – As stated previously, the nine (9) historic family housing units are to be rehabilitated in accordance with accepted historic standards. Rehabilitation work requires close coordination with the State Historical Preservation Office (SHPO), installation environmental coordinators, and any other appropriate interested parties. Typically, historic housing units are those that are on the National Register for Historic Places, eligible for registration, or located in a designated historic district. As mentioned previously a Programmatic Agreement will need to be developed and executed by Moffett Community Housing Area, the SHPO and the developer to govern the management, operation and rehabilitation of these structures. The Army has manuals and guidelines that apply to these considerations and copies of these will be available in the Moffett Community Housing Area Document Room.

o. **Installation and Facility Access** – Most of the Moffett Community Housing Area is considered “open ” with residents not requiring an entry pass. The Officer Housing area is within the NASA entry gate, and all residents or visitors need adequate identification or entry passes for access. The security of the entire housing area will be addressed in the project scope. Access to installation facilities, including housing units is generally limited to military members, visitors, relatives, DoD civilians and DoD contractors. To a limited extent, the public may be authorized access to other community facilities. Moffett Community Housing Area will establish on a case-by-case basis, in coordination with the selected developer, the conditions that may limit or extend access to community facilities.

p. **Condition of Property Title** – The Army holds fee title to the property upon which the existing family housing is located and to the lands upon which any new family housing may be constructed.

#### **APPENDIX C, Part 4 SANTA CLARA COUNTY**

1. **Web-site:** <http://www.santaclaracounty.org/overview.htm>

#### **2. Land Area and Population**

County of Santa Clara, also referred to as "Silicon Valley", is the largest county in the San Francisco Bay Area with 1,312 square miles populated by approximately 1.7 million residents in fifteen cities, including San Jose and unincorporated areas. While a significant portion of the County's land area is unincorporated ranch and forestland, 92% of the population lives in cities.

#### **3. Communities/A Beautiful Place to Live, Work, Visit**

Santa Clara County is unique because of its combination of physical attractiveness and economic diversity. With its numerous natural amenities and one of the highest standards of living in the country, the county has long been considered one of the best areas in the United States in which to live and work. The Mediterranean climate of the region remains temperate year round due to the area's geography and its proximity to the Pacific Ocean. The area is warm and dry much of the year. Santa Clara County is located at the southern end of the San Francisco Bay and encompasses 1,300 square miles. The fertile Santa Clara Valley runs the entire length of the county from north to south, ringed by the rolling hills of the Diablo Range on the east, and the Santa Cruz Mountains on the west. Salt marshes and wetlands lie in the northwestern part of the county, adjacent to the waters of San Francisco Bay.

Today, the County is a major employment center for the region, providing more than a quarter of all jobs in the Bay Area. It has one of the highest median family incomes in the country, and a wide diversity of cultures, backgrounds and talents. Santa Clara County continues to attract people from all over the world.

The county's population of over 1.6 million is the fourth largest in the state, and the largest of the nine Bay Area counties. Its population constitutes about one fourth of the Bay Area's total population. There are 15 cities and various unincorporated areas in the county ranging from Palo Alto to the north, to Gilroy in the south. San Jose is the largest city in the County, with a population of nearly 850,000, and is the administrative site of County Government.

#### **4. Natural Environment**

The major topographical features of the county include the Santa Clara Valley, the Diablo Range to the east, and Santa Cruz Mountains to the west. The fertile Santa Clara Valley is ringed by rolling hills and runs the entire length of the county from north to south. The Diablo Range covers the entire eastern half of the county. It consists mainly of grasslands, chaparral and oak savannah, due mostly to sparse rainfall. The Santa Cruz Mountains contain rolling grasslands and oak-studded foothills adjacent to the valley, while mixed hardwoods and dense evergreen forests, including redwoods, predominate in the higher elevations. Steep slopes, active earthquake faults, and areas of geologic instability are prevalent in both mountain ranges. The Baylands lie in the northwestern part of the county, adjacent to the waters of the southern San Francisco Bay. They consist mostly of vast salt evaporation ponds and remnant areas of salt marsh and wetlands.

The Mediterranean climate of the region remains temperate year round due to the area's geography and its proximity to the Pacific Ocean. Warm and dry through most of late spring, summer, and early fall, the county's precipitation ranges from an average of 12 inches per year in downtown San Jose to over 60 inches per year in parts of the Santa Cruz mountains.

#### **5. County History**

The Ohlone Indians inhabited the Santa Clara Valley for centuries, before an expedition led by Spanish explorer Gaspar de Portolá discovered the area in 1769. In 1777, the Valley's first mission and pueblo were established, beginning nearly a half-century of Spanish rule. The Mexican Revolution in 1821 triggered a new era of Mexican control. The same year that California was admitted to the Union--1850--Santa Clara County became one of the state's original 28 counties. For the next 100 years, agriculture and food processing flourished in the "Valley of Heart's Delight".

The Bay Area has always attracted its share of new waves of people--Dust Bowl migrants of the 1930's, postwar veterans who received their discharge papers in California and chose to stay, émigrés fleeing war or hardship in their native lands, sophisticated traders, business entrepreneurs, technical experts, and many more. Gradually, ideas came to be the area's lifeblood, as aerospace and electronics manufacturing replaces orchards and packing plants. Universities and businesses grew. Today, Santa Clara County is known as "Silicon Valley", the birthplace of the high technology revolution.

## **6. Housing/ Built Environment**

The North Valley is extensively urbanized, housing approximately 90 percent of the county's residents. Thirteen of the county's fifteen cities are located in the North Valley, while the remaining two cities, Gilroy and Morgan Hill, are located in the South Valley. The South Valley differs in that it remains predominantly rural, with the exception of Gilroy, Morgan Hill, and the small, unincorporated community of San Martin. Low-density residential developments are also scattered through the valleys and foothill areas.

## **7. Population Growth**

Growth in the county's population is expected to continue, but at slower rates than in the past. By 2010, the population of the county should reach an estimated 1.864 million persons, 367,000 more than in 1990. More moderate rates of employment growth and housing development account for the slower rates of growth.

## **8. Location of Population Growth**

Most of the growth in Santa Clara County's population is expected to occur in San Jose and to a somewhat lesser extent, in the South County, while the North and West Valley cities are expected to experience relatively little population growth.

## **9. Governmental Jurisdiction**

Santa Clara County contains 15 cities and roughly 30 special districts. Given the cities' and County's joint urban development policies, the cities are collectively responsible for accommodating and managing urban development, as well as for the provision of most urban services. Lands outside cities' Urban Service Areas and under County jurisdiction are maintained in rural uses

## **10. Business/Economic Characteristics**

The economy of Santa Clara County remains the strongest economy in the Bay Area and one of the strongest in the nation. It has become an example of worldwide renown, frequently termed California's "Silicon Valley." The number of jobs the county will have in 2010 is estimated at 1,141,380. The region's economy should continue to grow and diversify in the coming years. Growing specialization in the areas of research, development, and automated production will increase demand for highly educated and skilled professional workers for high tech industries. Higher demands will be placed on the education system overall as a consequence. The prestigious universities of the region have and will continue to play a major role in the region's economy. Another significant trend in the county's economy is the change in the location of employment away from previous major employment centers. As the northwestern cities have approached build out, new job growth has shifted southward into Santa Clara and San Jose and eastward toward Milpitas and southern Alameda County. Mean household income in the county is also expected to rise in the coming years, to \$88,700 by 2005 (in 1995 dollars). The increase reflects rising wages, a growing

percentage of high-income wage earners in their 40s and 50s, more workers per household, and a decreasing percentage of entry-level, low-wage workers.

## **11. County Government**

Santa Clara County is the fourth largest county in the State of California, following Los Angeles, San Diego and Orange Counties. The County employs a workforce of over 16,000 in facilities located throughout the County. The five member Board of Supervisors sets policy as the governing body for county government. The Board of Supervisors appoints the County Executive to direct day-to-day government operations.

### **APPENDIX C, Part 5 PARKS RESERVE FORCES TRAINING AREA SITE DESCRIPTION OF PARKS RESERVE FORCES TRAINING AREA AND ECONOMICS OF THE PARKS RESERVE FORCES TRAINING AREA**

#### **1. SITE DESCRIPTION**

Parks RFTA, Dublin, California, is dedicated to providing world class services and support to the soldiers, sailors, airmen, marines, civilian employees, retirees and family members who live and work at Parks RFTA or in the surrounding community. Parks RFTA is situated on 2738 acres of land with 17 miles of paved roads, 2055 acres of training areas and ranges, and facility space of 910,000 square feet. Parks RFTA is located at the intersection of U.S. Highways 680 and 580, approximately 40 miles east of San Francisco, California.

Parks RFTA, with a population of more than 164 civilian employees and 151 military personnel, is home to 35 tenant organizations from all four military services. It provides first-rate business services and base operations support to its tenants. Some of our major tenants are 91<sup>st</sup> Division (TS), RTS Medical, Western Army Reserve Intelligence Center, 104<sup>th</sup> Division (IT), Company B, 319<sup>th</sup> Signal Battalion, AMSA/ESC-30, Bay Area Training Support Center, USAF, USN, Joint Forces, Federal tenants, and other miscellaneous tenants.

The Army Family Housing at Parks RFTA is inadequate and there is a shortage of military housing to support the housing requirements of the service members of the San Francisco Bay Area. The surrounding community housing costs exceed the BAH and out of pocket expenses. The Army Housing policy allows eligible soldiers assigned to the surrounding area to apply for family quarters at the installation.

Parks RFTA has a significant impact on the local economy. The annual monetary impact on the local economy is \$ 30.0M Parks Reserve Forces Training Area is the only remaining U.S. Army installation in the Bay Area.

The Parks RFTA community services are limited in meeting the needs of the population it serves. There is no shopping complex on the Post and services that are

available include a Post Exchange Annex, post office, a chapel, and a recreation center. Outdoor recreation activities include basketball and volleyball courts, a softball/golf driving range, tennis courts, and a quarter mile running track.

The following web sites provide additional information on the communities around Parks RFTA:

Parks RFTA: [www.mccoy.army.mil/parksrfta/](http://www.mccoy.army.mil/parksrfta/)

Fort McCoy: [www.mccoy.army.mil](http://www.mccoy.army.mil)

## 2. PARKS RESERVE FORCES TRAINING AREA MISSION

**Vision:** The premier regional distance learning center for individual and institutional training with integrated simulation and lanes training capability- dedicated to tomorrow's soldier.

Providing high quality, responsive installation services and a modern infrastructure- dedicated to improving soldier's quality of life and customer service.

**Mission** – Parks RFTA enhances the readiness of the U.S. Army Reserve forces by:

- Providing an environment that supports individual, collective, and institutional training; and
- Providing facilities and selected installation services.

### **Values:**

- Soldiers First
- Committed to Customer Service
- Pride in Professional Performance
- Environmental Stewardship

### **Goals -**

- Bring in new tenants
- Increase Customer Base
- Upgrade Facilities and Training Areas
- Explore new revenue sources
- Improve Customer Service
- Improve all communications processes
- Be a good neighbor

## 3. RCI PROJECT

Parks RFTA is proposing to partner with the private sector for the purpose of improving the military family housing community, utilizing applicable legislative authorities and the provisions of the Army's Residential Communities Initiative (RCI) Program. Although not contiguous, Fort Irwin, Moffett Community Housing (near

Sunnyvale, CA) and Parks Reserve Forces Training Area (RFTA) (near Dublin, Ca) will all be treated as one project in the Fort Irwin Community Development Management Plan (CDMP).

#### **4. PROJECT VISION AND GOAL**

- **Vision** - Provide high-quality family housing accommodations and amenities with little or no Government investment.
- **Goals** - Replace inadequate and high-cost maintenance family housing; enhance quality of life; increase retention; and improve readiness.

#### **5. PROJECT SUMMARY**

a. Parks RFTA's family housing privatization effort promotes the provision of high-quality family quarters within the military member's housing allowance less an appropriate amount to cover average utility consumption.

b. Parks RFTA proposes to convey its existing inventory of 13 family housing units, lease the land on which the existing units are located, or provide additional land for new and replacement construction to a non-Department of Defense entity. In exchange, this partner will provide replacement housing, community amenities, new construction, long-term operation, management and maintenance for the housing. This conveyance will be for a fifty-year period with a twenty-five year renewal clause.

c. A family housing market analysis (FHMA) identifies an on-post requirement for 114 military housing units (82 enlisted, 32 officer) at Parks RFTA. That requirement by bedroom category is 44 two bedroom, 46 three bedroom, and 24 four bedroom units. These figures reflect 100% of the Parks RFTA on-post housing requirement. Parks RFTA proposes that their privatization partner consider these requirements while preparing a scope that can be supported by project economics.

#### **6. PROJECT RECAP**

- Renovate and/or demolish and replace 13 inadequate units with new three- and four-bedroom units.
- Construct additional units that address the identified housing requirement with particular emphasis on the deficit build out that occurs within the initial development period.
- Manage, operate, and replace the units throughout the life of the contract

#### **7. FINANCIAL FEASIBILITY**

a. A Parks RFTA privatization effort, in which the partner assumes occupancy and lease rights to the 13 existing family housing units and related underlying land, and builds additional two, three and four bedroom units, is financially feasible in a joint project with Moffett Community Housing and Fort Irwin.

b. The monthly income to the developer is an amount equal to the housing allowances of all families residing on-post less an appropriate amount to cover average utility usage.

## 8. MHPI AUTHORITIES

Due to the Parks RFTA geographic location, the condition of the existing housing inventory, and local economic activities, some of the legislative authorities provided by the Military Housing Privatization Initiative may be deemed necessary for the financial viability of the project. The offeror may recommend use of any of these authorities. (Refer to Paragraph 3.0 of the RFQ).

## 9. CURRENT INVENTORY OF FAMILY HOUSING

The following table depicts the current total family housing inventory as designated by grade and bedroom count.

<b>GRADE CAT</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>TOTAL</b>
GFOQ	0	0	0	0
SGOQ	0	4	1	5
FGOQ	0	1	0	1
CGOQ	0	2	0	2
SNCOQ	0	0	0	0
JNCOQ	0	5	0	5
<b>TOTAL</b>	<b>0</b>	<b>12</b>	<b>1</b>	<b>13</b>

GFOQ – General/Flag Officer Quarters

SGOQ – Senior Grade Officer Quarters

FGOQ – Field Grade Officer Quarters

CGOQ – Company Grade Officer Quarters

SNCOQ – Senior Non-Commissioned Officer Quarters

JNCOQ – Junior Non-Commissioned Officer Quarters

The following table lists the construction dates of the current family housing inventory. (keep consistent with above - even if built smaller)

<b>HSG AREA</b>	<b>YR BUILT</b>	<b>GRADE</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>TOTAL</b>
12 TH Street	1936			12	1	13
<b>TOTAL</b>				<b>12</b>	<b>1</b>	<b>13</b>

The following table shows the actual assignment of quarters as of the week of July 31, 2001, as well as the monthly rental income that the developer could expect from this specific assignment.

<b>PAY GRADE</b>	<b>BAH with Dependents</b>	<b>2 BR On-Post</b>	<b>3 BR On-Post</b>	<b>4-5 BR On-Post</b>	<b>Post Housing By Rank Assigned</b>	<b>Potential Monthly Rental Income Parks Reserve Forces Training Area</b>
E-1						0
E-2						0
E-3						0
E-4	\$1298		1		1	\$1298
E-5	\$1449		1		1	\$1449
E-6	\$1540		1		1	\$1540
E-7	\$1569		3		3	\$4707
E-8						0
E-9	\$1664		1		1	\$1664
WO-1						0
O-1						0
O-1E						0
WO-2						0
O-2						0
O-2E						0
WO-3	\$1622		1		1	\$1622
O-3						0
O-3E						0
WO-4	\$1680		1		1	\$1680
O-4						0
WO-5						0
O-5	\$1887		2		2	\$3774
O-6						0
O-7						0
O-8						0
O-9						0
CIVILIAN			1		1	0
Total Assigned:			12		12	<b>\$17,734</b>
Total Inventory:			13		13	
Difference:			1	0	1	
New Homes		40	29	21	90	
Additional Potential Monthly Income if all habitable, unoccupied houses occupied: BAH (\$1477)						<b>\$134,407</b>
Total Potential Monthly Rental Income at Parks RFTA:						<b>\$152,141</b>

## 10. COMMUNITY SUPPORT FACILITIES

- **Military Family Housing** - The Family Housing Office assists military members in securing housing on and off post. Parks RFTA has a total of 13 sets of quarters located in one housing area. Family quarters are authorized for all military personnel in all grades.
- **Bachelor Quarters** - There are fifty-five permanent party bachelor-housing units for all ranks. In the private sector, these accommodations would most closely resemble college dormitories.
- **Transient Lodging** - Transient lodging serves all eligible government employees, military retirees, and their guests.
- **Schools** - There are no schools on the Installation property. The City of Dublin has a school district that provides services to the Parks RFTA.
- **Health Care** – Health care is provided by either Tri Care or at Travis Air Force Base Hospital.
- **Chapel and Religious Facilities** - The Installation has a multi -denominational Post chapel.

## 11. INFRASTRUCTURE

Parks RFTA has privatized its utility plants and distribution systems except for a small portion of the power system. Today, Parks RFTA owns and operates the following:

- Electric - Distribution infrastructure north of 8<sup>th</sup> Street
- Refuse collection - A private contractor collects refuse and recyclable items weekly from the installation.
- Fire Protection – The Parks RFTA Fire Department operates from one station. The station houses one crash rescue company.

## 12. INSTALLATION BUILDING GUIDELINES

Partners are encouraged to use their ingenuity and innovation in the planning and development process. However, they are expected to propose plans that are compatible with existing architectural and design guidelines.

- a. **Height** - Generally, the recommended height is two story.
- b. **Americans with Disabilities Act** – The developer and the CDMP to be crafted must meet the requirements of this act. At Parks RFTA, it is projected that five percent of the units to be replaced plus the additional units to be constructed will need to be handicap accessible or easily modifiable to be accessible to meet the requirements of

the Americans with Disabilities Act. The actual number will be agreed upon between the developer and the government during the CDMP process.

### 13. ENVIRONMENTAL CONSIDERATIONS

a. No construction will be permitted in any wetlands or environmentally protected areas of the installation.

b. An Environmental Assessment of the CDMP will be required prior to the implementation of the project. This study will be developed in conjunction with the preparation of the CDMP, in the best spirit of the National Environmental Protection Act (NEPA). The partner will be responsible for the payment of any costs associated with performing any necessary additional environmental studies required by the CDMP.

c. The partner shall operate in full compliance with all applicable federal, state, and local environmental laws and regulations, including but not limited to recycling, pesticide management, hazardous waste management, water pollution, and air pollution control regulations. The partner shall be responsible for permit requirements and for payment of all fines and litigation based on the partner's negligence in relation to environmental compliance.

d. Construction is allowed after reviewing encumbrance restrictions and conditions and obtaining all applicable permits for construction activities. For example, general encumbrances may involve securing digging permits for subsurface mechanical construction or exploration activities.

### 14. OTHER CONDITIONS

a. **Jurisdiction** - Parks RFTA will maintain exclusive federal jurisdiction over the real estate within the borders of the installation.

b. **Industrial Areas** - Absolutely no construction of family housing will be allowed in the industrial or training areas of the installation. Parks RFTA may allow construction of administrative and maintenance facilities in the industrial area.

c. **Fire and Police Protection** - Parks RFTA will provide fire and police protection. The partner shall adhere to Parks RFTA requirements concerning physical security of facilities. The partner shall also adhere to any fire prevention policies established by Parks RFTA, as well as by federal, state, county, and local governments.

d. **Escrow Accounts** - The selected partner is to establish the following escrow accounts as a minimum. These accounts would require the signatures of the selected partner and the Garrison Commander or his representative prior to withdrawal of funds.

- Capital repair and replacement
- Deferred maintenance and repair
- New construction and historic preservation

- Reserves
- Incentive Performance

e. **Installation Controls** - The following controls will be retained by the installation.

- Exclusive federal jurisdiction (Legal-Fire-Police)
- Authority to remove military members from family housing
- Direction of use of the escrow accounts
- Housing grade categories and designation of housing
- Designation approval of key and essential positions

f. **Rent Methodology** - The maximum allowable income to be derived from occupancy of family housing is not to exceed the sum of the on-post-military members' basic housing allowances less an appropriate amount for utilities. Military members are not expected to expend out-of-pocket funds to reside in family housing provided by the developer as long as their utility consumption is not such that it exceeds the amount set aside to cover average utility usage. Rental adjustments will be linked to the Basic Allowance for Housing with appropriate controls.

g. **Utility Consumption** – The developer is responsible for all costs of utilities provided to the common areas of the project and all vacant units during the entire project period. The developer is responsible for the provision of high-quality family housing that is energy efficient. The selected partner is to reimburse the provider of utilities at a negotiated rate. The Government will not be a party to these negotiations unless the government is the provider of the utilities. Additional discussion provided in Section 3.2.7 of the RFQ.

h. **Anti-Lobby Act** - The developer must comply with the requirements established by the Anti-Lobby Act.

i. **Community Amenities** - Community amenities are those generally provided in a typical housing development such as community centers, child-care centers, playgrounds, ball fields, tennis courts, swimming pools, jogging trails and other recreational facilities. The developer is to provide such amenities as part of the replacement and construction portion of the project. The developer may help operate, maintain and staff these facilities in collaboration with existing government programs or to augment such programs.

j. **Storage Facilities** - Typically, military families accumulate items from around the world that require storage and accessibility, more so than the typical American family. The developer is to provide adequate storage facilities in or near the family housing units or at a central location within the installation. If a central location is proposed, the Government shall provide the necessary land for construction of such facilities.

k. **Mandatory Assignments** - Parks RFTA will not impose mandatory assignments or utilization of the facilities and services provided by the developer.

**l. Construction Sites** - Parks RFTA has identified adequate and appropriate land on which the developer will commence construction. A Construction Site Feasibility Study will be provided during the development of the business and financial plans.

**m. Metes and Bounds** - Parks RFTA has identified housing areas and surrounding available land within the housing areas to accommodate revitalized neighborhoods. A metes and bounds survey has not been conducted and will be provided during the development of the CDMP.

**n. Installation and Facility Access** – Parks RFTA is considered an open post except during a state of national heightened security, without requirements for an entry pass. Egress from the Parks RFTA area is controlled by the limited security policies of the adjoining California Correctional Facilities. The security of the housing area and the installation will be addressed in the project scope. Access to installation facilities, including housing units is generally limited to military members, visitors, relatives, DoD civilians and DoD contractors. To a limited extent, the public may be authorized access to other community facilities. Parks RFTA will establish, on a case-by-case basis in coordination with the selected developer, the conditions that may limit or extend access to community facilities.

**o. Condition of Property Title** – The Army holds fee title to the property upon which the existing family housing is located and to the lands upon which any new family housing may be constructed.

## **APPENDIX C, Part 6 ALAMEDA COUNTY**

### **1. Location**

Geographically, Alameda County is located on the eastern side of San Francisco Bay and extends from Berkeley and Albany in the north to Fremont in the south. Most of the County's population is concentrated in the narrow area between the East Bay Hills and the Bay. East of the East Bay Hills is the greater Livermore Valley area, which has been largely residential and suburban in character, but is rapidly urbanizing. Alameda County encompasses a land area of 737.5 square miles, is bounded on the North by Contra Costa County, on the South by Santa Clara County, on the South East corner by Stanislaus County, on the East by San Joaquin County and on the West by the San Francisco Bay.

The County has a varied geography, with wooded hills, vineyards, streams, and lakes. Elevations in Alameda County range from sea level to 3,817 ft. at Rose Peak in the southern part of the County. Mild winters and cool summers near the bay generally characterize the weather. The eastern portion of the County is moderately warmer; high temperatures in the Livermore Amador Valley average 90 degrees F in July. Alameda County offers air, sea and ground transportation access to the United States and the Pacific Basin. Alameda County is long hailed as the transportation hub of the West because major rail and highway transits terminate at the East Bay after crossing the nation. The City of Oakland is the County's center of transport and distribution. One

of the nation's major containerized shipping facilities is located at Oakland's port, an indispensable connection to international market areas. The County is served by one of the world's most advanced and comprehensive transit systems, including the modern Bay Area Rapid Transit (BART) system.

The County offers a developed system of higher education and research facilities, diverse cultural advantages, including the Oakland Symphony and Ballet and an extensive network of regional parks. Educational opportunities are available for businesses, individuals and families with numerous public and private educational institutions. Regional parks provide opportunities for a broad array of recreational activities.

There are over 40,000 acres of accessible parklands that support hiking and riding trails, lakes and beaches for swimming, fishing and boating, and campgrounds. In addition, numerous public and private golf courses are located throughout the County. There are over 45 live and movie theaters, 40 newspapers, and 45 radio stations. The County is also home to several professional sports clubs and national champions, including the Oakland Raiders football team, the Oakland Athletics (A's) baseball team, and the Golden State Warriors basketball team.

The East County Planning Unit (ECPU), formerly the Livermore-Amador Valley Planning Unit (LAVPU) includes the cities of Dublin, Livermore, and Pleasanton and adjacent unincorporated areas, including the community of Sunol. The East County Planning Unit encompasses the entire area east of the East Bay hills bounded by Contra Costa, San Joaquin, Santa Clara, and Stanislaus Counties. The East County is the largest part of the County in terms of land area and includes much of the hilly terrain of the Diablo Range.

## **2. POPULATION**

Alameda County's population has grown from a mere 130,197 persons in 1900 to an estimated 1.5 million persons in 2000 census. Within this century, a period of very high population growth for the County was 1900 - 1910, when the County's population grew by 89 percent. Much of the growth is attributed to the relocation of San Francisco residents and businesses after the 1906 earthquake. Population growth has been slower in subsequent decades. Decades of especially slow growth were during the decades of national depression, 1930 - 1940 (8 percent), and recession, 1970 - 1980 (3.2 percent).

The slow growth during the 1970's was due to migration out of the County as well as a net natural decrease (deaths minus births). The migration out of the County during this decade is generally attributable to the national recession and the rapid rise in housing prices in the Bay Area. The population of Alameda County as a percentage of the San Francisco Bay Area's total population has been declining for several decades.

### 3. INCOME

With a 1997 per capita income of \$46,795, Alameda County residents rank ninth in the State. The County has consistently ranked in the top ten in the State with an annual average real growth of 1.35 percent since 1980.

### 4. EDUCATION

Many institutions of higher learning are located in Alameda County, including the University of California at Berkeley and California State University, Hayward. Mills College, Holy Names College, and the California College of Arts and Crafts are located in Oakland. These universities and colleges offer undergraduate and graduate programs and are highly regarded for their quality of education. In addition there are seven community colleges located throughout the County. The community colleges offer certificates and two-year degrees in a variety of technical and academic areas. Colleges and universities located in neighboring counties include Stanford University, the University of San Francisco, and Santa Clara University, the University of California at San Francisco, San Jose State University, San Francisco State University, St. Mary's College, and numerous community colleges.

In the 1999-2000 school year, Alameda County had 328 public schools, with a combined enrollment of 217,080 students. In June 2000, 11,058 students graduated from Alameda County public high schools. The pupil-to-teacher ratio in the County's public schools was 20 during the 1999-2000 school year. The County has 18 school districts, one of which extends into Contra Costa County. Over half of the County's adult population has had some college education, of which 45 percent have four-year degrees or higher. According to the State Employment Development Department, the population of Alameda County has a higher level of educational attainment than the State as a whole.

### 5. ALAMEDA COUNTY PUBLIC SCHOOLS

#### 1999/2000

Number of Schools	328
Enrollment	217,080
% minority	61.6
Graduates (June 1993)	11,058
Teachers	10,871
Pupil/Teacher Ratio	20

## **6. HEALTH CARE**

There are 14 general care hospitals, 13 that provide basic or standby emergency service, located throughout Alameda County. Several of the hospitals provide specialized services that include a regional burn unit, community cancer service, 24-hour adult and children's trauma centers, and cardiac care units.

## **7. ENERGY**

The Pacific Gas & Electric Company (PG & E) primarily provide electricity and gas in Alameda County. The City of Alameda is served by its own Bureau of Electricity but receives gas from PG & E. The system-wide electrical generating capacity of PG & E is approximately 20,151 megawatts (MW). Alameda County receives approximately 17 percent of the electrical energy service that PG & E supplies from the Oregon border to Bakersfield. PG & E imports 94.7 percent of its natural gas from out-of-state.

## **8. WATER**

The Altamont Pass Wind Resource Area, located in Alameda and Contra Costa counties, is the largest wind turbine development in the world. At present, there are over 5,800 turbines in Alameda County capturing the wind blowing across the rolling hills of the Altamont Pass producing 1,100 million kilowatt hours of electricity annually for distribution by Pacific Gas and Electric. This annual energy output is enough to supply the electrical need of all residences in a city the size of Oakland (approximately 386,000 people).

## **9. EMPLOYMENT**

According to the State Employment Development Department (EDD), the Oakland Metropolitan Statistical Area (MSA) employment increased by 1.7 percent or 17,700 jobs between September 2000 and September 2001, with employment in business services increasing by 4300 jobs and employment in governmental jobs increased by 3100 jobs. The services industry division increased by 8100 jobs.

According to EDD, Alameda County has a relatively well balanced mix of industries. The services industry is the county's largest industry, followed by government, retail trade and manufacturing. In comparison to the State, Alameda County employment has a greater emphasis in transportation and public utilities; wholesale trade, and government than the State as a whole.

## **10. INDUSTRY**

Much of the County's wholesale industry is due to the availability of air, sea, and ground transportation, and the importance of the Bay Area as a center of international trade, as well as the proximity of Central Valley food processing facilities to the eastern part of the county. In addition, the eastern county has available land that can accommodate warehouse facilities.

Industry growth in the Washington and East County Planning Units has been very rapid in the past decade. Already these two areas comprise about one-third of all private sector jobs in the county. With less expensive land and housing than neighboring Santa Clara County, manufacturing in the WPU has now surpassed the CMPU, largely due to the influx of high-technology firms from neighboring Silicon Valley. At the same time, some of the CMPU's conventional manufacturing companies--steel, glass, food processing--have closed.

The CMPU, formerly a center for employment in manufacturing, now has more employment in office services, government, transportation, and biotechnology. The CMPU also has relatively more emphasis on jobs in finance, insurance, and real estate; 19 percent of all jobs in the County are in services located in the CMPU. The presence of the University of California, Berkeley in the CMPU has generated development of many computer-oriented services and biotechnology firms, many of which are classified in the services industry division as research and development labs.

<u>Population (2000)</u>	County	State	% of State
Population	1,443,741	33,871,648	4.27
	1,374,804	32,182,118	
Land area (Sq. MI):	736.40	156,299	0.47
Density (Pop / Sq. Mi.)	1,867	206	

#### Age of Population (2000 Census)

Median Age	34.5	31.5
Under 18	24.6	27.3
18-34	26.2	31%
35-54	31.1	21%
55-64	7.8	12%
65 and Over	10.2	11%

### **HISTORICAL ECONOMIC DATA**

#### Employment

	1993	1994	1995	1996	1997
Civilian labor force	681,400	683,300	682,000	680,800	697,900
Unemployment rate (%)	6.6	6.1	5.8	5.0	4.4
CA State Unemployment rate (%)	9.4	8.6	7.8	7.2	6.3

#### Income

Per Capita Personal Income	24,172	24,978	26,338	28,060	29,683
Median Home Price	256,200	255,580	254,450	266,660	286,200
Med. Home Price/Per Capita Income	10.60	10.23	9.66	9.50	9.64

#### Building Permits

**1999**

New Residential Units (Num.)	4,492
New Residential Units (\$mm)	973
Resid.-Alterations/Additions (\$mm)	182

Total New Commercial (\$mm)	320
Total New Industrial (\$mm)	137
Non-Resid.-Alterations/Add./Other (\$mm)	457

**COUNTY GOVERNMENT REVENUES AND EXPENDITURES - FISCAL YEAR 96-1997**

	\$mm	County Per Capita	State Avg. Per Capita	Rank (of 58)
<u>Total Revenue</u>	1,490.568	1,084.20	903.47	19
<u>Total Expenditures</u>	1,177.907	856.78	885.07	42
<u>Expenditure Detail:</u>				
General	71.288	51.85	77.09	53
Pub. Protection	314.063	228.44	ex	48
Pub. Ways and Facil.	23.146	16.84	29.46	53
Health	266.662	193.96	135.94	7
Sanitation	0.000	0.00	0.52	17
Pub. Assistance	418.608	304.49	331.04	32
Education	12.711	9.25	7.66	28
Rec. & Cultural Svcs	0.242	0.18	7.88	51
Debt Service	67.051	48.77	27.60	4

**APPENDIX D**  
**DACA31-02-R-0001**  
**FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FEDERAL**  
**ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES**

**RFQ PROVISIONS AND CONTRACT CLAUSES IAW FAR & DFARS PART 12**

This RFQ incorporates clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.arnet.gov>. Clauses 52.212-1, 52.212-2 and 52.212-4 have been tailored.

**52.212-1 Instructions to Offerors – Commercial Items (Oct 2000)**

(a) The North American Industry Classification System (NAICS) code is 233110 (SIC 6552) and small business size standard is \$5M. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of Statements of Qualifications (SOQ). Submit signed and dated SOQ to the address in paragraph 1.2.2 of the RFQ at or before the exact time specified in this paragraph. SOQ may be submitted on letterhead stationery and as a minimum must show

- (1) The RFQ number (DACA31-02-R-0001)
- (2) The time specified in the solicitation for receipt SOQ;
- (3) The name, address, and telephone number of the prospective developer;
- (4) The SOQ in sufficient detail to evaluate compliance with the requirements in the solicitation.
- (5) "Remit to" address, if different than mailing address;
- (6) A completed copy of the representations and certifications at FAR 52.212-3;
- (7) Acknowledgment of Solicitation Amendments;
- (8) Past performance information in sufficient detail to evaluate the signed and dated SOQ must be in compliance with the requirements in the solicitation.

(9) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Late submissions. Statement of Qualifications or modifications received at the address specified for the receipt of information after the exact time specified in Paragraph (Section) 1.2.2, will not be considered.

(d) Contract award. The Government intends to evaluate each Statement of Qualifications during Step One and make a recommendation for the competitive range without discussions. Therefore, the initial Statement of Qualifications should comply with requirements in the solicitation and focus on the facts that are most relevant to the evaluation factors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all Statements of Qualifications if such action is in the public interest; and waive informalities and minor irregularities in Statements of Qualifications received.

(e) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservicer@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at <http://globalinfo@mail.dnb.com>.

(End of provision)

## **52.212-2 Evaluation -- Commercial Items (Jan. 1999)**

(a) The Government will award a contract resulting from this solicitation to the developer whose qualifications conforming to the solicitation will be most advantageous to the Government, all factors considered. The factors are located in Section 4.0 titled "Developer Selection Process."

(b) The term of the contract will be addressed during the CDMP.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer,

shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

**52.212-3--Offeror Representations and Certifications -- Commercial Items (May 2001)**

(a) Definitions. As used in this provision:

Emerging small business " means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service –

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern –

(1) Means a small business concern –

(i) Not less than 51 percent of which is owned by one or more service -- disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

"Small business concern " means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small

business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern " means a small business concern -

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of that is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern " means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C.6109, 31 U.S.C.7701). Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C.7701(c) and 3325(d), reporting requirements of 26 U.S.C.6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C.7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it {time} is, {time} is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it {time} is, {time} is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it {time} is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

(ii)(Complete only for solicitations indicated in an addendum

as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees);  
or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

(9) (Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either –

(A) It/\_\_\_/is,/\_\_\_/is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It {time} has, {time} has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror

represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It {time} has, {time} has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It {time} has, {time} has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or

9ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C.1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act -- Balance of Payments Program Certificate.

(Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act -- Balance of Payments Program -- Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- Balance of Payments Program -- Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:	Country of Origin:
_____	_____
	(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate.

(Applies only if the clause at FAR [52.225-3](#), Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:	Country of Origin:
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(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:

Country of Origin:

---

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act -- North American Free Trade Agreements -- Israeli Trade Act -- Balance of Payments Program Certificate,

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that –

(1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] Have, [ ] have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(2) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and

(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), [ ] has [ ] has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [ ] are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation

that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

Alternate I (Feb 2000). If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)

(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program":

Canadian End Products

Line Item No.: \_\_\_\_\_

(List as necessary)

(3) Buy American Act -- North American Free Trade Agreements -- Israeli Trade Act -- Balance of Payments Program Certificate,

Alternate II (Feb 2000). If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)

(ii)The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:

Country of Origin:

\_\_\_\_\_  
(List as necessary)

(4) Trade Agreements Certificate.

(Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:

Country of Origin:

\_\_\_\_\_  
(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject

to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that –

(1) The offeror and/or any of its principals  are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2)  Have,  have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

(4)

(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h),  has  has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws --

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end products.

Listed End Product \_\_\_\_\_  
\_\_\_\_\_

Listed Countries of Origin \_\_\_\_\_  
\_\_\_\_\_

(4) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

{time} (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

{time} (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

Alternate I (Oct 2000). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(10) to the basic provision:

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(9)(iii) to the basic provision:

ii)Address. The offeror represents that its address \_\_\_\_\_ is, \_\_\_\_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business

Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Alternate III (Oct 2000). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(c)

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that --

(i) It {time} is, {time} is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It {time} is, {time} is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

#### **52.212-4 -- Contract Terms and Conditions -- Commercial Items (May 2001)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or

replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights –

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three

copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include –

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, *Prompt Payment*. If the Government makes payment by Electronic Funds Transfer (EFT), see [52.212-5\(b\)](#) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered

to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(i)(2) The Contractor will be paid a fixed sum of \$350,000 following completion of Phase 1 project planning. No other payments shall be due to the Contractor in consideration for its performance under this contract. The Contractor will be deemed to have completed Phase 1 providing it delivers to the government a Community Development and Management Plan containing at least components, in substantially completed form, referenced in Section 2.1 of this RFQ.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause,

the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C.1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C.431 relating to officials not to benefit; 40 U.S.C.327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C.51-58, Anti-Kickback Act of 1986; 41 U.S.C.265 and 10 U.S.C.2409 relating to whistleblower protections; 49 U.S.C.40118, Fly American; and 41 U.S.C.423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

**52.212-5--Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (May 2001)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) [52.222-3](#), Convict Labor (E.O.11755).
- (2) [52.233-3](#), Protest after Award (31 U.S.C.3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C.253g and 10 U.S.C.2402).

(2) [52.219-3](#), Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (iii) [52.219-5](#), Very Small Business Set-Aside (Pub.L.103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

Alternate I to [52.219-5](#).

\_\_\_ Alternate II to [52.219-5](#).

\_X\_ (5) [52.219-8](#), Utilization of Small Business Concerns (15 U.S.C.637 (d)(2) and (3)).

\_X\_ (6) [52.219-9](#), Small Business Subcontracting Plan (15 U.S.C.637(d)(4)).

\_\_\_ (7) [52.219-14](#), Limitations on Subcontracting (15 U.S.C.637(a)(14)).

\_\_\_ (8) (i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L.103-355, section 7102, and 10 U.S.C.2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I of [52.219-23](#).

\_\_\_ (9) [52.219-25](#), Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

\_\_\_ (10) [52.219-26](#), Small Disadvantaged Business Participation Program -- Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

\_X\_ (11) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

\_X\_ (12) [52.222-26](#), Equal Opportunity (E.O.11246).

\_X\_ (13) [52.222-35](#), Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).

\_X\_ (14) [52.222-36](#), Affirmative Action for Workers with Disabilities (29 U.S.C.793).

\_X\_ (15) [52.222-37](#), Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).

\_\_\_ (16) [52.222-19](#), Child Labor -- Cooperation with Authorities and Remedies (E.O.13126).

\_\_\_ (17) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C.6962(c)(3)(A)(ii)).

- \_\_\_ (ii) Alternate I of [52.223-9](#) (42 U.S.C.6962(i)(2)(C)).
- \_\_\_ (18) [52.225-1](#), Buy American Act – Balance of Payments Program – Supplies (41 U.S.C.10a-10d).
- \_\_\_ (19)(i) [52.225-3](#), Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program (41 U.S.C.10a-10d, 19 U.S.C.3301 note, 19 U.S.C.2112 note).
- \_\_\_(ii) Alternate I of [52.225-3](#).
- \_\_\_(iii) Alternate II of [52.225-3](#).
- \_\_\_ (20) [52.225-5](#), Trade Agreements (19 U.S.C.2501, et seq., 19 U.S.C.3301 note).
- \_\_\_ (21) [52.225-13](#), Restriction on Certain Foreign Purchases (E.O.12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_ (22) [52.225-15](#), Sanctioned European Union Country End Products (E.O. 12849).
- \_\_\_ (23) [52.225-16](#), Sanctioned European Union Country Services (E.O.12849).
- \_\_\_ (24) [52.232-33](#), Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C.3332).
- \_X\_ (25) [52.232-34](#), Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C.3332).
- \_\_\_ (26) [52.232-36](#), Payment by Third Party (31 U.S.C.3332).
- \_\_\_ (27) [52.239-1](#), Privacy or Security Safeguards (5 U.S.C.552a).
- \_\_\_ (28) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).
- \_\_\_ (ii) Alternate I of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

\_\_\_ (1) [52.222-41](#), Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351, et seq.).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351, et seq.).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).

\_\_\_ (5) [52.222-47](#), SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C.351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

- (1) [52.222-26](#), Equal Opportunity (E.O.11246);
- (2) [52.222-35](#), Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212);
- (3) [52.222-36](#), Affirmative Action for Workers with Disabilities (29 U.S.C.793);
- (4) [52.247-64](#), Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) [52.222-41](#), Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).

(End of Clause)

Alternate I (Feb 2000). As prescribed in [12.301](#)(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

**252.212-7000 252.212-7000 Offeror Representations and Certifications  
– Commercial items (Nov. 1995)**

(a) Definitions. As used in this clause

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it:

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.2477024, Notification of Transportation of Supplies by Sea.

(End of provision)

**252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Dec 2000)**

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

252.212-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions ( Alternate I) (Section 9004, PUB.L.101-165)

252.225-7001 Buy American Act and Balance of Payments Program (U.S.C. 10a10d, E.O. 10582).

252.225-7007 Buy American Act -- Trade Agreements -- Balance of Payments Program

Alternate I (41 U.S.C. 10a10d, 19 U.S.C. 25012518. And 19 U.S.C. 3301 note).

252.225-7012 Preference for Certain Domestic Commodities.

252.225-7014 Preference for Domestic Specialty Metals 10 U.S.C. 2241 note).

252.225-7015 Preference for Domestic Hand or Measuring Tools (10U.S.C. 2241 note).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings ( Alternate I) (Section 8064 of Pub.L.106-259)

252.225-7021 Trade Agreements ( Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

252.225-7029 Preference for U.S. or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3).

252.225-7036 Buy American Act --North American Free Trade Agreement Implementation Act -- Balance of Payments Program ( Alternate I) (41 U.S.C. 10a10d and 19 U.S.C. 3301 note).

252.227-7015 Technical Data Commercial Items (10 U.S.C. 2320).

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252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).

252.247-7023 Transportation of Supplies of Sea  
( Alternate I)  
( Alternate II)

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note)

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of Clause)

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**APPENDIX E**  
**New Federal Acquisition Regulation for Requirements**  
**Supporting Procurement of Recycled Products and**  
**Environmentally Preferable Services**  
**DACA31-02-R-0001**

The Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council have agreed on a final rule amending the Federal Acquisition Regulation (FAR) to implement Executive Order (E.O.) 13101, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, dated September 14, 1998. The FAR, as amended by this rule, is applicable to solicitations issued on or after August 7, 2000.

The objective of the rule is to improve the Government's use of recycled products and environmentally preferable products and services. E.O. 13101 requires revision of the Federal Acquisition Regulation to prescribe policies for the acquisition and use of environmentally preferable products and services through procurement preference programs favoring the purchase of these products and services. The rule primarily affects the internal operating procedures of Government agencies.

The new rule:

- Revises FAR Subpart 7.1 to ensure that requirements for printing and writing paper meet minimum content requirements specified in the E.O.;

- Revises Subpart 11.3 to add definitions and special requirements to implement E.O. requirements and Environmental Protection Agency (EPA) regulations governing acquisitions of printing and writing paper, and to clarify that contracting officers may include in solicitations additional information requirements when needed to determine if the offeror's product meets requirements for recycled content or related standards;

- Clarifies in Part 13 how the procurement requirements of the Resource Conservation and Recovery Act, 42 U.S.C. 6962, apply to micro-purchases and acquisitions that do not exceed \$100,000; and

- Reorganizes and revises Subparts 23.4 and 23.7 and associated clauses to conform with E.O. 13101 and the Resource Conservation and Recovery Act.

To read the Final Rule, [Federal Register: June 6, 2000 (Volume 65, Number 109)]

[Rules and Regulations]

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From the Federal Register Online via GPO Access [[wais.access.gpo.gov](http://wais.access.gpo.gov)]

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**APPENDIX F  
GENERAL OUTLINE FOR CDMP  
DACA31-02-R-0001**

**Development Plan**

- 1.1 Development Strategy
  - 1.1.1 Vision, Goals and Objectives
  - 1.1.2 Addressing the Deficit
  - 1.1.3 Initial Development Plan
  - 1.1.4 Plan for Long-Term Development Requirements
- 1.2 Design Strategy
  - 1.2.1 Site Description
  - 1.2.2 Site Opportunities and Constraints
  - 1.2.3 Planning and Design Principles
- 1.3 Development Concept of Operations
- 1.4 Neighborhood / Village
  - 1.4.1 Description of Existing Villages
  - 1.4.2 Site Opportunities and Constraints
  - 1.4.3 Planning and Design Principles
  - 1.4.4 Initial Development Plan
  - 1.4.5 Out-Year Development Plan
- 1.5 New Dwelling Units
  - 1.5.1 Planning and Design Principles
- 1.6 Revitalization and Renovation
  - 1.6.1 Planning and Design Principles
- 1.7 Ancillary Support Facilities
- 1.8 NEPA Process and Environmental Management / Stewardship
- 1.9 Technical Plan
  - 1.9.1 Project Scope Definition
  - 1.9.2 Technical Specifications
    - 1.9.2.1 Environmental Considerations
    - 1.9.2.2 Site and Landscape Specifications
    - 1.9.2.3 Building Codes
    - 1.9.2.4 Utility Management Strategy
      - 1.9.2.4.1 Energy Conservation Plan
      - 1.9.2.4.2 Demarcations
    - 1.9.2.5 Revitalization Matrix
    - 1.9.2.6 Installation Status Report
  - 1.9.3 Construction Management Plan
    - 1.9.3.1 Construction Phasing
    - 1.9.3.2 Quality Control Plan
    - 1.9.3.3 Safety Plan
    - 1.9.3.4 Subcontracting and Small Business Plan
    - 1.9.3.5 Resident Management Plan
    - 1.9.3.6 Project Reporting
    - 1.9.3.7 Project Control Group
- 1.10 Drawings / Graphics
  - 1.10.1 Site Opportunities and Constraints

- 1.10.1.1 Overall Site / Installation
    - 1.10.1.2 Neighborhood / Village
  - 1.10.2 Land Use Plans
    - 1.10.2.1 Installation / Master Planning
    - 1.10.2.2 Neighborhood / Village
  - 1.10.3 Neighborhood / Village Utility Plans (Overview)
  - 1.10.4 Residential Design Drawings
    - 1.10.4.1 New Dwelling Units
    - 1.10.4.2 Renovated Units
- 2. Financial Plan and Transactional Instruments**
  - 2.1 Structure Overview
    - 2.1.1 Description / Summary of Deal Structure
    - 2.1.2 Equity Structure and Returns
    - 2.1.3 Debt Structure and Returns
    - 2.1.4 Use of MHPI Authorities
    - 2.1.5 Fees and Incentives for all Functional Elements
  - 2.2 Legal Structure Overview
    - 2.2.1 Description / Summary of Structure
    - 2.2.2 Tax Structure
    - 2.2.3 Participation Agreement
    - 2.2.4 Control of Funds Plan: Lock Box, Reserve Accounts, Segregated Accounts
  - 2.3 Governance and Asset Management
    - 2.3.1 Organization and Structure
    - 2.3.2 Administration of Organization
    - 2.3.3 Board of Directors / Major Decision Committee / Executive Council
    - 2.3.4 Audit Program for all Functional Elements
    - 2.3.5 Plans and Review Process
    - 2.3.6 Integrated Reporting Process
    - 2.3.7 Integrated Incentive Performance Plan
  - 2.4 Financial Pro Forma
    - 2.4.1 Income and Expenses
    - 2.4.2 Development Schedules
  - 2.5 Legal Documents / Agreements
    - 2.5.1 Ground Lease
    - 2.5.2 LLC/LP Agreement, Property Management Agreement
    - 2.5.3 Fee Developer Agreement
- 3. Operations, Maintenance and Property Management Plan**
  - 3.1 Concept of Operations and Management Overview
  - 3.2 Organization Plan
  - 3.3 Policies and Procedures
  - 3.4 Maintenance Program
  - 3.5 Resident Management Plan
    - 3.5.1 Management and Control of Demolition and Construction Activities in Occupied Villages and Dwelling Units
  - 3.6 Additional Plans and Processes
    - 3.6.1 Safety Overview

- 3.6.2 Energy Conservation Program
- 3.6.3 Deployment Plan
- 3.6.4 Crisis / Disaster Management Plan
- 3.6.5 Quality Management Plan
- 3.6.6 Small Business Plan
- 3.7 Transition Plan and Schedule

**APPENDIX G  
OMB SCORING GUIDANCE  
DACA31-02-R-0001**

**1.0 SCORING DOD'S MILITARY HOUSING PRIVATIZATION INITIATIVES**

**Military Housing Privatization Initiative Authorities**

The Military Housing Privatization Initiative (MHPI) provisions in Public Law 104-106 provide the Department of Defense (DOD) and the Military Services with many authorities that may be used to attract private capital investment and expertise for revitalizing and operating the stock of military housing. This statute defines the guidelines that the Office of Management and Budget (OMB) will use to determine the budgetary impact of DoD's use of these authorities.

**Definition of OMB Scoring**

OMB Scoring is defined as the quantification of a future / potential liability to the government as a result of a contractual obligation or agreement. OMB scoring, as mandated by the Credit Reform Act of 1990 and further refined in OMB Circulars A-11 and A-129, requires the government agency involved to obligate funds to cover the scoring determination prior to the closing of the contract / agreement. By obligating these funds up-front, the government is effectively setting aside, similar to an insurance premium, that amount determined to cover the down-stream liability in the event that liability occurs.

**Scoring Determines Obligations to be Recorded**

Each privatization agreement DoD enters into must be reviewed to determine if it must be scored for budget purposes. This review seeks to determine if an agreement should be scored and the cost that should be recognized and recorded as an obligation of DoD at the time that agreement is sent to the Congress for final approval prior to issuance of a Notice to Proceed (NTP). Sufficient appropriations must be available to cover the amount obligated for each agreement. The DoD, with OMB concurrence, will determine the amount of funds to be obligated to cover future costs associated with the use of the tools provided in the MHPI.

**Direct Loans and Loan Guarantees**

Two important financing tools available to DoD for housing revitalization efforts are direct loans and loan guarantees. Each provides a government subsidy that must be considered and accounted for in making financing decisions. The budget impact of using each of these authorities must be estimated and sufficient funds obligated to cover the estimated cost to the government. The amount of obligations to be recorded for a direct loan or loan

guarantee depends on the subsidy rate. The rate represents, in net present value terms, the cost of estimated defaults (net of recoveries) and interest rate subsidy, if any, over the life of the loan or guarantee. For example, if the subsidy rate is 25 percent, obligations of \$10 million would be recorded for a \$40 million loan or guarantee. Before the government can enter into an agreement for a loan or guarantee, appropriations sufficient to cover the subsidy cost of each project must be available in DoD's Family Housing Improvement Fund (FHIF).

The scoring for a direct loan has three components. First, the financing subsidy is derived by comparing the direct loan rate to the effective Treasury Rate computed from the "basket-of-zeros" as described below. Second, the economic risk is computed by spreading an economic risk factor over the first ten years of the loan term via a probability distribution. Lastly, the direct loan is evaluated against the base closure, downsizing and extended troop deployment probabilities and recoveries used for DoD credit authorities.

The scoring for a loan guarantee attempts to quantify the Government's obligation if the loan were to default and the guarantee were to become payable at any given time during the project term. The remaining balance of the loan is evaluated against the base closure, downsizing and extended troop deployment probabilities and recoveries used for DoD credit authorities.

### **Participation Test for Direct Loans and Loan Guarantees**

For both on-base and off-base revitalization projects, substantial private sector risk is necessary to conform to the provisions of the Federal Credit Reform Act. Each housing privatization project that uses a direct loan or loan guarantee must meet the following risk or "participation" test: at least 20 percent of all resources for a project must be provided from private sources without government involvement. If a project does not pass the participation test, the full amount of a loan or guarantee will be recorded as an obligation of the government. This is especially critical for on-base projects, given the inherent governmental nature of any construction and federal use of projects built on federal land. Additional information for determining government and private sector participation is included at the end of these guidelines.

### **Additional Considerations for Direct Loans and Loan Guarantees**

Loans that subordinate the government's position, but have fixed repayment schedules, are scored similar to first mortgages. The credit subsidy, however, may be higher because the government is not the first creditor to be paid in case of default. A guarantee of bonds exempt from federal taxes will be recorded as an obligation equal to 100 percent of the amount of the guarantee.

## **Discount Rate for Direct Loan and Loan Guarantee Calculations**

DoD should use the effective interest rate as computed by OMB's "basket-of-zeroes" discounting method. This is the rate required by the Federal Credit Reform Act to estimate the cost of credit programs for the budget. The "basket-of-zeroes" discounting method defines the present value of a series of payments as the value today of a collection of zero-coupon bonds that, at maturity, exactly match the cash flow observations.

## **Differential Lease Payments**

Differential lease payments provide additional income stream to a housing provider. Use of this authority will be scored "up front", with the value of the total stream of payments under the commitment recorded as an obligation at the time a contract is finalized.

## **Income / Occupancy Guarantees**

Income / occupancy guarantees are scored at 100% of the maximum exposure for the term of the guarantee.

## **Investments**

If the DoD acquires part ownership of a corporation or limited partnership through the purchase of stocks, bonds, or other types of equity, an obligation will be recorded equal to the cash investment at the time a contract is finalized. That is, investments are scored at 100 percent.

## **Conveyance of Real Property**

The DoD may convey property in exchange for housing or an equity investment in a corporation or limited partnership. There will be no OMB scoring impact.

## **Provision of Goods and Services**

The DoD shall not provide goods or services normally paid for by a developer, homeowner, or tenant (e.g., utilities, maintenance, waste removal, pest control, snow removal, or roads for exclusive use in housing areas) as a subsidy to housing providers. When appropriate, the Department may provide goods and services, at cost, on a reimbursable basis, to housing providers or tenants.

## **Assignment of Service Members to Housing**

The assignment of service members to housing on a mandatory basis is inconsistent with privatization. Moreover, mandatory assignments would reduce economic risk to the private sector and reduce incentives for private developers to build, operate and maintain quality housing. Any proposal to privatize DoD family housing should not include mandatory assignment to that housing. Mandatory assignments to housing, when combined with a loan guarantee for base closure, extended deployments, or downsizing, would effectively remove default risk and, therefore, would require the full face value of the loan to be counted as government participation.

## **OMB Review Process**

OMB will work with the DoD Competitive Sourcing and Privatization (CS&P) Office prior to issuance of a Request for Qualifications (RFQ) and contract award, to review and approve/amend the Army's CS&P scoring determinations for each proposed project.

Scoring of the RFQ will involve two steps following the RFQ two-step process. In the first step of an RFQ, the Army makes a commitment to pay a fixed fee, \$350,000, for the developer's plan. The fixed fee for the plan should be scored before the RFQ is issued.

OMB will review the CS&P scoring determinations as quickly as possible, especially during the period immediately preceding final submittal of the CDMP to the Congress.

## **2.0 INTERPRETATION OF GOVERNMENT AND PRIVATE SECTOR PARTICIPATION**

The factors that CS&P and OMB will consider federal government participation for RFQs include:

- 100 percent of any direct loan amount.
- Issuance of a loan guarantee that protects a lender only in case of default due to base closure, extended deployment, or downsizing. Then, 10 percent of the value (varies due to risk) of a first mortgage shall be considered as government participation. The participation percentage may vary, up or down, depending on the specific conditions that would trigger payment under such a guarantee.
- Cash investments.
- Differential lease payments.
- Income or occupancy guarantees.

- Income from conveyed assets prior to renovation.

The factors that CS&P and OMB will consider private sector participation include:

- Cash investments.
- Value of assets other than cash (excluding assets conveyed to private sector by the federal government)
- Portion of net income generated by new units used to fund construction and revitalization costs or capital improvements, or in the case of revitalized units, the portion of net income (after revitalization) used to fund construction and revitalization costs or capital improvements.
- 80 percent of the value of a first mortgage if the DoD issues a loan guarantee that protects a lender only in case of default due to base closure, extended deployments, or downsizing. The participation percentage may vary, up or down, depending on the specific conditions that would trigger payment under such a guarantee.

**APPENDIX H**  
**GLOSSARY OF SELECTED TERMS**  
**DACA31-02-R-0001**

The Terms within this glossary are defined for purposes of this solicitation. If the definition of a term conflicts with general usage, the definition in this Appendix F or within the solicitation controls.

**Advisors:** Personnel who may assist the evaluators and provide their specialized, expert input regarding the strengths, weaknesses, proposal inadequacies, risks, and deficiencies in proposals. These advisors will not determine ratings or rankings of offerors' proposals.

**Ancillary Supporting Facilities: Facilities** related to military housing units, which include tot lots, community centers, housing offices, dining facilities, unit offices, and other similar facilities for the support of military family housing.

**Audited Financial Statements:** Financial statements of a company that have been professionally examined and verified by a Certified Public Accountant (CPA) to ensure fairness, consistency and conformity with Generally Accepted Accounting Principles (GAAP).

**Basic Allowance for Housing (BAH):** Represents the amount allocated to each service member to cover the cost of housing, utilities, and insurance. It is adjusted annually to reflect increases or decreases in the local market area cost of housing. It is also adjusted when the service member's rank changes.

**Basket-of-Zeros:** A discounting method, which defines the present value of a series of payments as the value today of a collection of zero-coupon bonds that, at maturity, exactly match the cash flow observations.

**Cash Waterfall:** A display that depicts the projected uses of project revenue, and the seniority and cost of those uses. The chart reflects the uses of the BAH revenue, in order of priority (i.e., operating expenses before loan repayment).

**Clarifications:** Limited exchanges, between the Government and offeror's, for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. See FAR 15.306(a).

**Comments:** An observation that, had the weakness been addressed in a different manner, it would have added more value.

**Communications:** Exchanges between the Government and offerors after receipt of proposals, leading to establishment of the competitive range. This term is normally used to clarify adverse past performance information to which an offeror has not had a prior opportunity to respond. Communications may be conducted to enhance Government understanding of proposals, allowing reasonable interpretation of the proposal or to facilitate the Government's evaluation process. See FAR 15.306(b).

**Community Development and Management Plan ("CDMP"):** Business plan for the specific installation project that will set forth the terms of the contractor's long-term relationship with the Army.

**Competitive Range:** A range established by the Contracting Officer and approved by the Source Selection Authority that includes all of the most highly rated offerors / proposals that have met acceptability standards for the evaluation factors. Discussions must be held with all offerors determined to be in the competitive range. See FAR 15.306(c).

**Completed Project:** Construction or renovation is substantially concluded and occupancy has begun.

**Contracting Officer:** The only person with the authority to sign the contract, obligate government funds, and enter into, administer, and/or terminate a contract. See FAR 2.101.

**Contractor:** Also known as the development partner, i.e., an entity having a contract to provide specific services / products / deliverables. Also, the awardee of this contract.

**Debt:** Capital loaned, without an ownership interest, at an agreed upon interest rate for a determinable term of years.

**Developer:** A person or company who has an ownership interest in and develops, improves real estate, and builds, sells, and/or leases residential units placed thereon.

**Differential Lease Payments:** Payments that provide additional income stream to a housing provider or entity (e.g., partnership, corporation).

**Direct Loan:** A loan that is made by the government to the contractor under the Military Housing Privatization Initiative (MHPI) authorities.

**Discussions:** Meeting with potential contractors that take place with all firms within the competitive range, tailored to each offeror's proposal, to maximize the Government's ability to obtain best value, based on the requirements and the evaluation factors set forth in the Request for Qualifications.

**Equity:** The portion of an ownership interest in an asset such as real property or securities that is net of the amount financed. The amount of cash or other tangible capital invested in a real property asset whose risk of return is solely dependent upon the financial success of the asset and which is typically not secured by a debt instrument.

**Escrow:** Money, securities, or other property or instruments delivered by one party into the hands of a neutral third party, to be held by the third party until the conditions of a contract are met, and then delivered to the ultimate recipient. Also, an account for payment of specific items, such as property taxes and insurance.

**Evaluation Factors:** Factors that will be considered in evaluating proposals tailored to the RFQ that have an impact on the source selection decision.

**Evaluation Team:** Evaluation Team (ET) will examine each offeror's submittal applying the evaluation factors contained in the RFQ and following the source selection plan. The ET will produce a summary of facts and findings required in further conduct of the evaluation process. The ET shall report to the Source Selection Authority.

**First Mortgage Loan:** A real estate loan that gives the mortgagee (lender) a primary lien against a specified piece of property. A primary lien has precedence over all other liens in case of default.

**Fiscal Year:** A continuous 12-month time interval used for financial reporting. It is also the federal budget cycle which starts on 1 October and ends on 30 September of each year.

**Gap Financing:** Financing for the difference between how much a project costs and how much a borrower has available to finance the project through equity and first mortgage loan.

**Generally Accepted Accounting Principles (GAAP):** A technical term encompassing conventions, rules, and procedures of accounting that are "generally accepted" and have "substantial authoritative support". Normally developed by agreement on the basis of experience, reason, custom, usage, and practical necessity, rather than being derived from a formal set of theories.

**Ground Lease or Land Lease:** A contract where an owner of land grants to another the right to possess and use that land for a specified period of time in exchange for valuable consideration.

**Guaranty:** An agreement to pay the debt or perform the obligation of another in the event the debt is not paid or obligation not performed.

**Guaranteed Loan:** A first lien mortgage loan made by an approved private sector lender, for which DoD guarantees payment to the lending institution if loan defaults are caused by specified events, including most importantly, base closure, downsizing, and extended deployments (collectively referred to as “guaranty threshold events”).

**Guaranty Threshold Events:** A base closure, downsizing, or extended deployments.

**Hard Costs:** In new construction, includes payments for land, labor, materials, improvements, and the contractor’s fees.

**Joint Venture:** An association of two or more firms or individuals to operate a single business entity for profit.

**Loan:** A written promise committing the borrower to pay the lender an agreed-upon amount of money either on demand or at a specified future date, with or without interest.

**Low Rise:** Three (3) stories or less.

**Military Housing Privatization Initiative (“MHPI”):** The authorizing legislation for the military family housing privatization program. This legislation is found at title 10 of the United States Code, Section 2871 through 2885.

**Office of Management and Budget (“OMB”):** Part of the executive Office of the President that recommends and monitors federal programs and funding levels, develops and issues government-wide policy guidance on management concerns, and reviews proposed regulations. It is the governmental entity responsible for determining scoring implications.

**Office of Management and Budget (OMB) Scoring:** The quantification of a future / potential liability to the government as a result of a contractual obligation or agreement. OMB scoring, as mandated by the Credit Reform Act of 1990 and further refined in OMB Circulars A-11 and A-129, requires the government agency involved to obligate funds to cover the scoring determination prior to the closing of the contract / agreement. By obligating these funds up-front, the government is effectively setting aside, similar to an insurance premium, that amount determined to cover the down-stream liability in the event that liability occurs.

**Operated or Managed:** Includes without limitation -- leasing, marketing, lease renewals, rent collection, payment of expenses, cash receipts and disbursements, funding reserve accounts, performance of repairs and routine maintenance as well as scheduled capital improvements, establishment of

community governance structures, adherence statutory and regulatory requirements, and promotion of a pleasant living environment.

**Ownership interest:** Partner has contributed cash or other equity directly to the entity that controls the project and the risk of return of that amount contributed is directly affected by the success of the project.

**Past Performance Data:** Data submitted with the offeror's proposal, contractors' references, contractor report cards, survey data, or other data available to the source selection authority.

**Privatization:** The process of converting a publicly operated enterprise into a privately owned and operated entity.

**Pro Forma Financial Statement:** Financial statements showing what income, expenses, and net earnings are expected to occur based on assumed or anticipated facts.

**Project's Lock Box:** A payment structure that ensures funds designated for a particular use are indeed used for that purpose. Normally, the lock-box format is tied to the cash waterfall.

**Proprietary Information:** Data or information owned by a contractor that is not publicly available, and which may be used only with the permission of the owner.

**Property Management:** Operation, administration and superintendence of existing real estate properties.

**Repayment Plan:** An alternate repayment schedule that is agreed upon by project creditors as part of a loan default cure.

**Scoring:** See Office of Management and Budget (OMB) Scoring above.

**Significant Weakness:** A flaw in a proposal that appreciably increases the risk of unsuccessful contract performance.

**Small Business Concern:** A concern, including its affiliates, that is independently owned and operated and is not dominant in the field of operation in which it is bidding on government contracts. A small business concern must meet government criteria and size standards for its particular industry. See FAR 19.001.

**Soft Costs:** Outlays for architecture & engineering, interest, fees, appraisals, marketing, and third-party charges associated with real estate development.

**Source Selection:** A competitive procurement process where this award decision will be based on a detailed examination of the Statement of Qualifications, evaluation factors, and the oral presentations.

**Source Selection Authority (SSA):** The individual responsible for the proper and sufficient conduct of the entire source selection process, encompassing proposal RFQ, evaluation, selection, and contract award. The SSA approves the competitive range and, along with the Contracting Officer, makes the final selection of the source(s) for award and approves execution of the contract(s).

**Source Selection Plan (SSP):** A comprehensive plan that describes the approach and selection criteria for the evaluation and rating of the proposals and how the contractor will be selected.

**Statement of Qualifications (“SOQ”):** Written document submitted by an interested offeror in response to Section 4.3 of this RFQ.

**Strength:** A characteristic of an offeror’s proposal that meets and / or exceeds an element of the solicitation and contributes to the conclusion that the offeror can successfully accomplish the installation project.

**Weakness:** A characteristic of an offeror’s proposal that fails to meet an element of the solicitation and contributes to the conclusion that an offeror cannot successfully accomplish an installation project.

**Zero-Coupon Bond or Deep Discount Bond:** A bond with a coupon rate of zero percent (pays no explicit interest) whose face value is paid at maturity, it is called a zero-coupon bond. Ordinarily, such securities are not issued by the Treasury for maturities of longer than one year, but are indirectly available through the Separate Trading of Registered Interest and Principle of Securities (STRIPS) program which allows holders of eligible securities to separately trade coupon or principal payments in the secondary market and to combine them.

### **Questionnaire Instructions**

- 1.) Have your unique **Control Number** available before you begin. Please type carefully into **i1** and **i2**.
- 2.) Create a unique "**one time use**" password that only you know; please record it in a safe place. Type into **i3** and **i4**.
- 3.) Fill in the questionnaire as required.
- 4.) If you want to clear the questionnaire, select "**Clear Questionnaire**" at the bottom. Reminder!! Clearing the questionnaire will erase the entire questionnaire and all of your recent text.
- 5.) **VERY IMPORTANT** - Click the "**Submit Questionnaire**" button at the bottom of the page to transmit your results.
- 6.) You should then see a "**Confirmation Page**" stating your information has been sent.

Done!

If you have questions about how to complete the form, please contact James Mack 202-761-7509.

[Close Window](#)

# Past Performance Questionnaire

## Army's Residential Communities Initiative

==>> [Please Read Instructions - Click here](#) <<==

\* denotes a required field

### Identification

- i1 **Control Number**  \* (example: j3ma9xzq2k) (10 characters)
- i2 Retype **Control Number**  \*
- i3 Create Your Own Password  \* (needed for possible verification)
- i4 Retype Your Password  \*

### Part A. Factual Background

- A1 Offeror name  \*
- A2 Offeror address  \* (Line 1)  
 \* (Line 2)  
 \* City State  \* Zip
- A3 Today's Date Month  Day  Year  \*
- A4 Your name  \* First  \* Last
- A5 Your Title  \*
- A6 Your company name & address  \*  
Your company address  \* (Line 1)  
 \* (Line 2)  
 \* City State  \* Zip
- A7 Your company phone number  \* (i.e. 505-999-1234)
- A8 Solicitation number DACA31-02-R-0001

A9 Most relevant function of this RFQ performed for you by the offeror (choose as many as apply):

A9a Housing Development

- New Construction
- Moderate Rehabilitation
- Substantial Rehabilitation

A9b Housing Management

- Portfolio Management
- Property Management

A9c Financial Services

- Asset Management
- Underwriting
- Capital Placement
- Performance Monitoring

A10 Complexity of Work Select

A11 Contract Dollar Value Select

A12 Contract Completion Date (Month and Year date), if applicable Month ,  Year (i.e.19\*\*, 20\*\*)

A13 Extent and Duration of Business Relationship

A14 Type and Extent of Work was performed by the offeror

A15 What percentage of the contract was performed by the offeror Select

### Part B. Offeror Performance in Your Assignment

How did the offeror perform considering its technical performance or quality of services regarding: For each item, choose one of:

- E** - Exceptional
- A** - Acceptable
- U** - Unacceptable
- N/A** - (Not Applicable)

#### Part B1. Quality --

	<b>E</b>	<b>A</b>	<b>U</b>	<b>N/A</b>
B1a Effectiveness of offerors Quality Control program	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B1b Retention of employees and key personnel	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B1c Subcontractors' quality of work	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B1d Knowledge of key personnel in relationship to project requirements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B1e Preparation and accuracy of reports	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B1f Management of personnel training	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B1g Adherence to project requirements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B1h Quality of property maintenance and curb appeal	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B1i Resident satisfaction with the property and the owner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

- |     |   |                       |                       |                       |                       |
|-----|---|-----------------------|-----------------------|-----------------------|-----------------------|
| B1j | Responsiveness to residents' service calls  | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| B1k | Compliance with government regulations and agreements, if applicable                              | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| B1l | Long term performance, if applicable  | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| B1m | Experience with latent defects and quality of corrective action taken (please describe in detail) | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

- |     |   |                       |                       |                       |                       |
|-----|---|-----------------------|-----------------------|-----------------------|-----------------------|
|     |   | E                     | A                     | U                     | N/A                   |
| B1n | Programs and services made available to residents (please describe) | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

- |     |  |                       |                       |                       |                       |
|-----|--|-----------------------|-----------------------|-----------------------|-----------------------|
| B1o | Overall quality of offeror's performance | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
|-----|--|-----------------------|-----------------------|-----------------------|-----------------------|

(Please feel free to amplify your answers in the comment box.)

Part B2. Timeliness --

- |     |   |                       |                       |                       |                       |
|-----|---|-----------------------|-----------------------|-----------------------|-----------------------|
|     |   | E                     | A                     | U                     | N/A                   |
| B2a | Offeror's timely completion of the project  | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| B2b | Offeror's responsiveness in making adjustments to schedules, products or services to meet the project needs | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| B2c | Offeror's timely submission of reports  | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| B2d | Offeror's response to modification requests   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| B2e | Overall timeliness of offeror's performance   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

(Please feel free to amplify your answers in the comment box.)

Part B3. Cost Control --

	E	A	U	N/A
B3a Offeror's performance within costs established in the contract	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B3b Offeror's effectiveness in reducing costs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B3c Reasonableness of costs proposed for modifications	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B3d Offeror's invoices were current and accurate	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B3e Offeror's financial stability during contract performance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B3f Offeror's overall ability to control costs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

(Please feel free to amplify your answers in the comment box.)

Part B4. Business Relations --

	E	A	U	N/A
B4a Cooperation in resolving problems and disputes	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B4b Working relationship with contracting officer	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B4c Working relationship with technical personnel	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B4d Working relationship with governmental partners in public private ventures	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B4e Relationships with subcontractors	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B4f Relationships among team members in joint ventures	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B4g Tenacity and innovation in resolving problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B4h Congenial interpretation of business agreements	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B4i Dealing with unexpected circumstances	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B4j Compliance with terms of agreement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B4k Overall evaluation of business relations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

(Please feel free to amplify your answers in the comment box.)

Part B5. Financial Performance --

		E	A	U	N/A
B5a	Ability to balance needs of the property with expected financial results	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B5b	Ability to achieve the financial results projected at development approval	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B5c	Ability to adapt constructively to changes in the external environment, e.g., strengthening or weakening housing markets (please provide examples).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B5d	Vacancy problems (if any) and the offeror's response	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B5e	Operating deficits (if any) and the offeror's response	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
B5f	Ability to develop and update a pro forma which accurately reflects current and predicts future income and operating expenses	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

(Please feel free to amplify your answers in the comment box.)

Part C. The Offeror as a Partner

- |   | Yes                   | No                    |  |
|---|-----------------------|-----------------------|--|
| C1  | <input type="radio"/> | <input type="radio"/> | <div style="border: 1px solid black; height: 60px;"></div> |
| Has the offeror been involved in a restructuring of the property under adverse circumstances (e.g. as a result of a default, the need for new capital for renovations, material negative case flow or change of the controlling partner)? If Yes, please explain. |                       |                       |  |
| C2  | <input type="radio"/> | <input type="radio"/> | <div style="border: 1px solid black; height: 60px;"></div> |
| Has the offeror ever sought to impose fees on residents not contemplated in the original agreement? If Yes, please explain.   |                       |                       |  |

C3 Has the offeror's property ever run operating deficits? If Yes, please explain.  Yes  No

C4 Has the offeror ever defaulted on any of its obligations? If Yes, please explain.  Yes  No

C5 Has the offeror involved any material instances of litigation or formal dispute resolutions? If Yes, please explain.  Yes  No

C6 Has the management company ever been replaced for unsatisfactory performance? If Yes, please explain.  Yes  No

C7 Has the offeror performed other projects with your company? If Yes, please explain.  Yes  No

C8 What are the offeror's strong points?

C9 What are the offeror's weak points?

E-Excellent G-Good A-Average F-Fair P-Poor  
E G A F P

C10 Of the offerors with whom you have been involved in this type of work, how

would you rate their overall performance?

C11 Do you have any reservations about doing business again with this firm? If Yes, please explain.

Yes

No

Clear Questionnaire

Submit Questionnaire