Fort Lewis, Washington

Request for Qualifications

The Army's Residential Communities Initiative

Quality communities for Army families.

FORT LEWIS REQUEST FOR QUALIFICATIONS (RFQ)
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PART I

1.0 INTRODUCTION

The Department of the Army intends to improve the military family housing community at Fort Lewis, Washington. Using this Request for Qualifications (RFQ), the Army will select a developer for a long-term business relationship designed to achieve this goal. This developer should have substantial experience in planning, developing, redeveloping, managing, and maintaining large-scale residential development projects, including their construction, financing, and long-term operation.

1.1 Overview

The Fort Lewis project is being pursued under the Military Housing Privatization Initiative (MHPI) legislation enacted by Congress in 1996. The MHPI legislation allows the various military services to use private-sector resources and market-based incentives to improve the quality of life for American soldiers and their families. The Fort Lewis project is part of a pilot program for housing and community development known as the Residential Communities Initiative (RCI). Oversight and direction for the pilot program is provided by the Assistant Secretary of the Army (Installations and Environment) on behalf of the Secretary of the Army. Additional information on the RCI program can be found at the Website http://rci.army.mil.

The developer will be expected to take full advantage of the MHPI legislation to achieve the following goals at Fort Lewis:

- Ensuring that soldiers and their families have access to quality, safe, attractive, and affordable housing by upgrading existing family housing and by building new housing to eliminate the family housing deficit at Fort Lewis.

- 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 the communities that surround the Installation.

- Providing for the effective long-term quality management and operation of the family housing inventory, and ancillary supporting facilities.

To achieve these goals, the developer will be expected to assume

responsibility for Fort Lewis's family housing and will be provided a long-term interest in the real property.

Although the focus of the Fort Lewis project is on housing, the MHPI authorities also permit the construction of ancillary supporting facilities that relate to, support, and enhance the residential nature of military family communities. Such facilities may include child-care centers, day-care centers, tot lots, community centers, housing offices, schools, and other similar facilities for the support of Army family housing. Approval for construction of ancillary facilities depends on fulfilling certain conditions as explained later in this document.

The developer's return on the Fort Lewis 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 housing allowances granted to military personnel. The developer will be responsible for all costs of the Fort Lewis project, including the cost of managing and maintaining all housing units. Additionally, the developer may be allowed to construct, maintain, and/or manage ancillary supporting facilities with the agreement of the installation.

Recognizing the complexity and breadth of issues that arise in planning and executing a project of this size and scope, the Fort Lewis project will be organized in 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 essentially the business plan for the Fort Lewis RCI project, and will set forth the terms of the developer's long-term relationship with the Army. The developer will be paid a fixed sum of $350,000 at the completion of Phase 1. In return for this payment, the Army will be granted full and unlimited rights to use the CDMP.

Phase 2 – Project Implementation. During Phase 2, the selected developer will implement the CDMP, provided the Army has accepted the plan and given the direction to proceed.

A major benefit of the CDMP process is that it allows the Army and the developer to work through issues collaboratively, and to ensure that important issues are addressed and anticipated before executing the plan. It also provides a forum 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 other Army-related organizations that 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 this project. Before Phase 2 begins, the Army will make a further decision on the application of the FAR to project implementation. This decision will be based on the nature of the transaction described in the CDMP. Appendix E contains a listing of the FAR and Defense FAR Supplement (DFARS) clauses that apply to Phase 1 of the Fort Lewis project. Prospective developers should also take note of Section 6.0 of this RFQ, concerning additional terms and conditions that apply to the Fort Lewis project.

1.2.2 Submission of Statement of Qualifications

Statements of qualifications, as well as, completed representations required from Appendix E and paragraph 7.0 of the RFQ must be signed and submitted in original hardcopy version (plus three copies) and provided electronically on compact Disk (CD) or 3 ½" IBM™ formatted disk(s). The statement of qualifications and required representations must be produced in Microsoft™ Word, 8 1/2" x 11" format, using 12-point type in the Arial font. Signed submissions must be received by the Army no later than 4:00 P.M., EST, February 10, 2000, at:

Army RCI Task Force
Attn: Rick Hedrick
110 Army Pentagon, 1A909
Washington, DC 20310-0110

Reference: Fort Lewis RFQ No. DACA02-00-R-0001

1.2.3 Documents

Prior to the submission date, you may review pertinent information regarding existing Fort Lewis family housing assets in the document room in Building 4170 at Fort Lewis. This room will be open Monday through Friday from 8:00AM to 3:00PM (PST). Arrangements must be made in advance by contacting the Fort Lewis RCI office at (253) 966-3218 or 966-3024.

1.2.4 Inquiries

Inquiries regarding the Fort Lewis project should be directed to the Contracting Officer, Mr. Rick Hedrick at http://rci.army.mil, and should refer to RFQ Number DACA02-00-R-0001.

2.0 WORK STATEMENT FOR THE FORT LEWIS PROJECT

The Army will select the developer for this project through an RFQ process that emphasizes the quality and capabilities of the developer. These characteristics will be measured by the developer's experience, past performance, preliminary project concept, financial capabilities, organizational capabilities, expected financial return, and use of small businesses. The RFQ process is intended to encourage competition in the developer selection process by reducing the cost and time of preparing responses.

2.1 Phase 1 – Project Planning

The selected developer for the Fort Lewis project will conduct its work in two phases. During Phase 1, the developer will work closely with the Army to craft a CDMP that is acceptable to the Army and will meet Fort Lewis' military family housing needs. The CDMP process is expected to require at least 6 months of coordinated, intensive effort between the Army and developer. This coordination will take place in Building 4170, Fort Lewis. The CDMP will consist of three main components: Development Plan; Financial Plan and Transactional Instruments; and Operations, Maintenance, and Property Management Plan. A general description of these components is provided below. Specific elements for each component will be established jointly by the Army and developer during Phase 1.

2.1.1 CDMP Development Plan

The development plan will address all aspects of the development effort at Fort Lewis with specific focus on long-term planning, as well as, dealing with historic facilities and seismic design implications. Renovation and construction of housing units and/or ancillary facilities is expected to take place over the life of the Fort Lewis project.

At a minimum, the development plan will specify the number, type, and size (e.g., two-bedroom, three-bedroom, etc.) of housing units that are to be renovated or newly constructed in each neighborhood within the Fort Lewis family housing community and the schedule under which the renovation and new construction will occur. The developer will be expected in the development plan, proposed land-use maps, floor plans and exterior architectural sketch renderings of the proposed housing.

A comparison with current Army standards suggests that approximately 3,505 of the 3,589 existing housing units, including 300 historic units, will need renovation or replacement within the first 10 years of the Fort Lewis project. Life cycle renovation of the inventory will take place during the course of the Fort Lewis project on a schedule to be agreed by the Army and the developer. During the first 4 years of the project, the developer will also be required to construct new housing units to satisfy the deficit of family housing at Fort Lewis.

A housing survey completed in October 1997, subsequently approved by the Headquarters, Department of the Army and coordinated with appropriate Congressional committees, determined a housing deficit that requires 366 new housing units to be constructed at Fort Lewis. A more recent survey completed in November 1999 will be made available as part of the CDMP process. A final housing deficit determination will be made once the CDMP is developed, and will require Department of the Army approval after coordination with the appropriate Congressional committees."

[The remainder of paragraph 2.1.1 is unchanged by Amendment 1 and remains on page 5 as in the original Fort Lewis RFQ.]

Expansion of Fort Lewis' housing stock beyond that required to meet these needs will not be authorized. In the future, the government will contract with a third party to conduct periodic market analyses aimed at determining necessary adjustments to the family housing needs. As part of the development plan, the Army and developer will work together to accomplish these verified housing needs.

To further the Army's goals at Fort Lewis, the Army may authorize the developer to construct and operate one or more ancillary supporting facilities that relate to and support the family housing community, and complement business operations in the local community. Such facilities must not be in direct competition with the activities of the Army Morale, Welfare and Recreation (MWR) organizations, the Army and Air Force Exchange Service (AAFES), and the Defense Commissary Agency (DeCA), and must be acceptable to the Boards of Directors of these organizations. In the development plan, the developer will be expected to include the type, size, location, and features of each ancillary supporting facility that is to be built and operated in the Fort Lewis residential housing community.

Documents required for compliance with the National Environmental Policy Act (NEPA) also will be developed as part of this plan. Fort Lewis is an Army Installation that is expected to be certified International Standards Organization (ISO) 14000 [Environmental] in March 2000. A part of the NEPA documentation will include coordination with the Advisory Council on Historic Preservation and the State Historic Preservation office for those units classified as historical. The Army will be responsible for securing approval of the completed environmental documentation. Funding for preparation of environmental documentation outside the Army's currently proposed scope will be the responsibility of the selected developer. An expanded scope that is mutually agreed upon, funding may be shared.

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

Finally, the development plan will specify schedules for the performance of all development activities related to the Fort Lewis project.

2.1.2 CDMP Financial Plan and Transactional Instruments

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

- A financial pro-forma covering expected income and expenses over the life of the Fort Lewis project, including those necessary to ensure quality long-term operation, maintenance, and property management for the residential community

- A statement of sources and uses of funds, identifying any applicable MHPI financial tools that the developer proposes to use in conjunction with the Fort Lewis project.

- Drafts of legal documents describing the relationship between the Army and developer, and the rights and obligations of each party for implementing the project (e.g., limited partnership agreement, ground lease, or other appropriate instruments).

2.1.3 CDMP Operations, Maintenance, and Property Management Plan

The operations, maintenance, and property management plan will describe the developer's concept of, and approach to, operating, maintaining, and managing the Fort Lewis residential housing community. At a minimum, the plan will specify appropriate performance standards and incentives designed to ensure that the Fort Lewis residential community, including historic district areas, is effectively operated, maintained, and managed on a long-term basis at high levels of quality and upkeep and comply with the National Historic Preservation Act as required. The operations, maintenance, and property management plan should also describe the developer's strategy for making capital improvements to the Fort Lewis 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 E, providing the CDMP contains at least those components, in substantially completed form, referenced in Section 2.1 of this RFQ. 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 Fort Lewis CDMP, including the right to provide the CDMP to other developers in this or other military housing privatization projects.

If the Army and developer are unable to reach agreement on the CDMP, or if the plan is not otherwise acceptable to the Army, the Army may terminate the developer's work on the Fort Lewis 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, developers are requested to keep their responses to the Fort Lewis RFQ open for 12 months following the contract award.

2.2 Phase 2 – Project Implementation

If the Army is satisfied with the CDMP and the working relationship that

has been formed with the developer during the CDMP process, the Army expects to give the developer a notice to proceed. The Army's release of the notice to proceed will mark the beginning of Phase 2 of the Fort Lewis project. During Phase 2, the developer will implement the CDMP as agreed to and approved by the Army in Phase 1. The Army will provide an appropriate interest in the existing land and housing units to facilitate implementation.

3.0 MILITARY HOUSING PRIVATIZATION INITIATIVE 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 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 developers 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.

Direct Loans and Guarantees. The Secretary of the Army may 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.

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.

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, when the total income stream is insufficient to ensure a reasonable return on investment.

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 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

Local Standards. The MHPI legislation allows developers to build housing to local market standards, and exempts the project from statutory square-footage standards for various military pay grades.

Basic Allowance for Housing (BAH). The BAH is a monetary allowance 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, including a reasonable amount to cover average utility usage, must not exceed the BAH for Army personnel. Accordingly, the developer will be required to set rents in accordance with that policy. The “reasonable amount” for utilities will be agreed to during Phase I of the Fort Lewis RCI project. The developer’s responsibility for utility costs is described below in the “Utilities” paragraph.

Mandatory Assignments and Allotments. 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 military members to live in Army housing). For the Fort Lewis project, the Army will require mandatory deductions for rental payments but does *not* intend to use mandatory housing assignments. Rather, the developer should market these housing units to attract soldiers and their families as in the private market.

Real Estate Taxes. The developer will be responsible for any real estate taxes assessed on the project. The requirement to pay local real estate taxes will vary from locality to locality. Each prospective developer must make its own assessment of the likelihood that any given project will be required to pay local real estate 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 local taxes if required by the local taxing authority.

Utilities. The developer is responsible for all costs of utilities provided to common areas of the project and to any housing units covered by the project which are not occupied by military personnel and their families. With respect to the costs of utilities provided to housing units occupied by military personnel and their families, the developer is responsible for those costs only to the extent of the rental income allocated to utility usage, as discussed previously in the Basic Allowance for Housing (BAH) paragraph.

3.3 Office of Management and Budget (OMB) Scoring

Each agreement entered into by the Army as a result of the RFQ process will be "scored" by OMB for budget purposes prior to approving the CDMP.

Scoring is an accounting convention that seeks to determine the expected value of the Army's liability in a project, 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 D.

Section 4.5.6 below (Financial Return) outlines the relationship between OMB scoring and the Army's evaluation of developers' proposals. Accordingly, the effect of OMB scoring should be taken into account when considering how best to leverage the Army's assets at Fort Lewis. Consequently, in their proposals, developers should attempt to maximize total resources available for the Fort Lewis project while minimizing the effect of OMB scoring on the Army's commitment of assets.

4.0 DEVELOPER SELECTION PROCESS

Prospective developers are required to submit the information specified below. The Army will evaluate this information in accordance with the process, procedures, and evaluation factors set forth in this RFQ. The selected developer will be the firm whose submission, in the Army's judgment, is most advantageous to the government and has best demonstrated an ability to plan and implement the Fort Lewis project. The Army reserves the right, however, to reject all responses to this RFQ.

4.1 Information Request Instructions – Statement of Qualifications

As used in this RFQ, the terms "developer" and "firm" mean a single-firm developer or a development team, unless otherwise specified. Both single-firm developers and development teams are required to furnish information to the Army in accordance with the instructions provided below. For the purposes of this RFQ, the distinction between a "single-firm developer" and a "development team" is that a single-firm developer would manage the project under the direction of a single principal member, as defined below. By contrast, a development team is a single business entity such as a joint venture or partnership, made up of two or more principal members. To compete for the Fort Lewis opportunity, a development team must commit to work with the Army as a single business entity, and is required to provide information both on the team itself as a single business entity and on the team's principal members. The term "principal member" means a team member with an identified ownership interest in the team's operation and related management responsibilities. The principal member concept allows newly formed teams 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.

Prospective developers are requested to submit a Statement of Qualifications in two parts: Part (1) Information requested in Section 4.2 (Minimum Experience Requirements) and Part (2) information requested in Section 4.3 (Qualifications). The Statement of Qualifications should be submitted in sufficient detail to:

- Permit the Evaluation Team and Selection Official (described in Section 4.4 below) to reach a reasoned judgment regarding the developer's Minimum Experience Requirements and Qualifications.

- Distinguish the developer from other candidates.

In selecting information to include in the submission, please focus on the facts that you believe are most relevant to the Fort Lewis project. Submissions are limited to a total of 50 single-spaced pages and may include tables or charts where appropriate. The following are not included in the 50 page limit, the audited financial statement (or 10K's if the entity is publicly owned) requested under Section 4.3.4; resumes requested under Section 4.3.5; and "Offeror Representations and Certifications" requested in Appendix E.

4.2 Minimum Experience Requirements

The developer or a principal member in a development team must submit a list of projects with sufficient detail to demonstrate that it meets the following minimum experience requirements. At least one principal member must meet minimum experience requirement 1and one principal member meet minimum experience requirement 2, although each need not be the same principal member.

1. Served as the primary developer with an ownership interest in at least three completed major development projects, each of which (a) included a residential component with at least 350 low-rise multi-family or detached family housing units; (b) involved public approval, zoning, environmental, and other entitlement processes; and (c) resulted in total development costs in excess of $30 million.

2. Managed and operated properties for at least three major development projects, each of which included a residential component of at least 350 units. These "managed projects" do not have to be the same projects (i.e., "completed projects") discussed in number 1 above.

4.3 Qualifications

In the submission, include the following information:

[4.3 continues on page 10a]

4.3.1 Experience

Provide a list detailing your firm or team experience related to the Fort Lewis project. A single-firm developer should provide a list of all major development projects undertaken by the firm, and development teams should list

[4.3 continues on page 11]

all major development projects undertaken by the team as a single business entity and projects undertaken by its principal members. This list may include projects noted in the Minimum Experience Requirements list.

For each major development project listed, include a brief description of the project, including its name, size, type, and location. For the five most recent projects relevant to the Fort Lewis initiative, provide:

1. Name of Project

2. Location (address, 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

   - 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
   - Occupancy rate (initial and sustained)
   - Contact information (names, addresses, e-mail addresses and phone numbers) for all debt and equity sources (to be used for reference check)

6. Operation, Maintenance, and Property Management

   - Scope of services provide
   - Customer service levels and standards of performance
   - Operation, maintenance, and property management services and related standards of performance, including historic properties
   - Quality management process certification

7. Issues Encountered and Resolved, such as:

   - Environmental remediation
   - Historic preservation (including renovations, conversions and/or landscaping)
   - Seismic Mitigation
   - Regulatory public approvals and entitlements
   - Community concerns

8. Strategic Partnering and Relationship Issues

- Details concerning cooperation with other business entities or organizations in projects involving long-term real estate management services

9. Names, Titles, Experience, Qualifications and Tenure of Each Key Project Team Member.

4.3.2 Past Performance

Provide names, titles, organizational affiliations, addresses, and telephone numbers of individuals who will serve as references for each of the five most recent projects relevant to Fort Lewis (those for which you provided information pursuant to Section 4.3.1). In addition:

- Provide at least one reference for each of the following categories that are relevant to your project: financial institutions, local government agencies, business partners, major customers, major contractors, and industry and trade associations.

- List any of the firm's (in the case of development teams, any principal member's) projects, over the last 10 years, in which the ownership has been restructured due to financial difficulties (such as foreclosures, deeds in lieu of foreclosure, and recapitalizations), 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 instances of litigation or formal Alternative Dispute Resolution (ADR) processes (e.g., binding arbitration) to which your firm has been a party. For those matters involving a claim, equal to or in excess of $500,000, provide a detailed description of the litigation or ADR process.

4.3.3 Preliminary Concept Statement

Provide a preliminary project concept statement, the purpose of which is to give the Army illustrative information about a prospective developer's overall vision, strategy, and approach to improving and maintaining the state of the military family housing community at Fort Lewis. The developer's specific plans for the community development project at Fort Lewis will be agreed to after developer selection and during the Phase 1 project planning process.

In crafting the preliminary concept statement, assume that your firm is selected as developer for the Fort Lewis project. Beginning from the time of selection, describe your vision of how you would improve the Army family

housing situation at Fort Lewis. Your statement should include your firm's assessment of Army family housing needs at Fort Lewis, including a general description of how you would enhance the aesthetic character and quality of the Fort Lewis community. This description should include ideas for improving the community's overall appearance through the use of beautification, open-space management, landscaping, and other design techniques. It should also include items such as a conceptual land-use plan and a general description of potential housing products. However, you should not include detailed drawings, specifications, or other detailed technical information as part of the preliminary concept.

The preliminary concept statement should also describe your approach to accomplishing the vision described above and indicate how you would take into account existing community assets and design principles. This would include a description of how you would provide quality operation, maintenance, and property management services to the Fort Lewis community over the life of the project. If you envision including ancillary supporting facilities, your statement should describe the general nature of these facilities, indicate how they relate to and support housing, explain your approach for integrating them into the residential community 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 summarize your methodology for completing the CDMP planning process and the ensuing development.

The preliminary project concept statement should also describe your plan for reinvesting revenue earned from the Fort Lewis project in the Fort Lewis project itself or, as appropriate, returning revenue to the Army for reinvestment into the overall RCI program. Particular attention should be given to your strategy as it relates to reinvestments for capital upgrades and other ongoing development tasks.

4.3.4 Financial Capabilities

Provide documentation and statements relevant to your firm as identified below.

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

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

- Documentation demonstrating the firm's capability to obtain financing

and capacity to secure payment and performance bonds for a project of Fort Lewis' size.

(Development teams should submit audited financial statements and documentation demonstrating financial capabilities and bonding capacity only for the team itself, unless the team has been newly formed for the Fort Lewis project or if members of the team will be independently responsible for financial commitments. In these cases, audited financial statements and documentation relating to financial capability and bonding capacity should be submitted for the team and, individually, for all members of the team responsible for obtaining financing for the Fort Lewis project.)

- A written statement articulating the firm's strategy for financing the Fort Lewis project on a long-term basis. The statement should relate the proposed strategy to the firm's vision, documented financial capabilities, and identified expectations for financial return (see Section 4.3.6).

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 Congressional oversight committees, if requested by the committees as part of their legislative function.

4.3.5 Organizational Capabilities

Provide basic background information on:

- Your firm's history and background.

- The status and structure of your firm's organization (e.g., corporation, nonprofit, partnership, limited liability company, business association, or joint venture).

- The legal jurisdiction under which the firm is organized and operating.

- In the case of development teams, each team member's separate history and background, assigned areas of responsibility, and any legally enforceable agreements or other mechanisms that will be relied on to ensure the team's successful long-term operation.

- Your firm's capabilities to plan, develop, redevelop, renovate, manage and maintain large-scale residential 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 and RFQ award process.

- Key personnel to be assigned to the Fort Lewis project 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 Fort Lewis project. Also, on a separate page, indicate the extent to which key personnel worked together as a team on projects relevant to the Fort Lewis effort.

4.3.6 Financial Return

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

- The firm's range of expected rates of return based on your experience, approximate fee structure, 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.

- 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 concept as described in Section 4.3.3.

- The anticipated relationship, if any, between the firm's approach to reinvestment as described in the preliminary concept statement and its expected financial return for the Fort Lewis project.

- 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.

4.3.7 Small Business Concerns as Subcontractors

Provide information concerning your firm’s or team's use of small business concerns that:

- Describes the extent of participation of small business concerns in your firm’s or team's performance of past projects. (In the case of a development team, information on the use of small business concerns on past projects should be provided separately for each team member.)

- Articulates your firm's or team's approach to ensuring that small business concerns will have maximum practicable subcontracting opportunities during Phase 2 (project implementation). For example, this discussion could include an illustrative list of work areas (e.g., building, maintenance, etc.) in which you would expect to use small business concerns.

For your reference in providing this information, the term small business concerns refers to Small Businesses, Small Disadvantaged Businesses, and Women-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.

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 3-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.

4.4 Evaluation Process and Evaluation Team

The Army will establish an Evaluation Team to review responses to this solicitation and will designate a Selection Official who will select the Fort Lewis developer. 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, financing, operations, and management services. The Team will evaluate the submittals in two stages. In stage 1, all submissions will be evaluated on the information provided in response to the “Minimum Requirements.” Only submissions that have met the minimum requirements will be reviewed in Stage 2. 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.

4.4.1 Award Based on Initial Submissions

The Army intends to evaluate submissions received in response to this RFQ and to award a contract without providing prospective developers the opportunity to revise their submissions. Consequently, the developer's initial submission should contain all information that the developer thinks is needed by

the Army to make a selection. While the government does not intend to meet with developers to encourage revisions to their submissions, the Army may contact a prospective developer to clarify certain aspects of its submission or to correct clerical errors. As an example, the Army may contact a developer to clarify the scope of a developer's involvement in a past development project. At the conclusion of the evaluation process, as described above, the Selection Official will select a developer based on the Statements of Qualifications.

4.4.2 Award Based on Revised Submissions

While the Army intends to award the Fort Lewis contract on the basis of initial responses to the RFQ, the Army may decide that discussions are necessary in order to allow selected developers the opportunity to revise their submissions. In that event, the Army will develop a short list of firms, known as a "competitive range," consisting of those with the most highly rated responses to the RFQ. 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 E.

A developer included in the competitive range will be afforded an opportunity to meet with the Army to discuss ways in which the submission could be altered to enhance its potential for award. At the conclusion of these discussions, developers will be provided the opportunity to revise their submissions in order to clarify items and document understandings reached with the Army. Upon conclusion of the Army's discussions with all developers in the competitive range, the Evaluation Team will provide the Selection Official with a ranked list of qualified developers drawn from the competitive range and recommend one prospective developer to the Selection Official.

The Selection Official will consider the Evaluation Team's recommendations and choose the developer whose selection, in his or her judgment, will be most advantageous to the government.

4.5 Evaluation Factors

The Evaluation Team will use seven factors to evaluate the information provided in response to this RFQ. These factors are listed here in descending order of importance: (1) Experience, (2) Past Performance, (3) Preliminary Concept, (4) Financial Capabilities, (5) Organizational Capabilities, (6) Financial Return and (7) Small Business Concerns as Subcontractors. The Evaluation Team’s assessment of this information will form the basis for a recommendation to the Selection Official. In conducting its evaluation, the Evaluation Team will address the following elements and questions. The elements and questions for each factor will be evaluated comprehensively to determine an overall factor rating, which will be used to analyze the developer’s ability to plan and implement the Fort Lewis Project.

4.5.1 Experience

Does the prospective developer meet the minimum experience requirements set forth in section 4.2?

For firms that meet these minimum requirements, the following experience factor elements will be evaluated.

- To what extent has the developer demonstrated through experience the ability to plan, develop, redevelop, manage, and maintain large-scale residential development projects**,** including providing for their construction, financing, and long-term operation, as well as, recognize and mitigate seismic conditions?

- To what extent has the developer demonstrated through experience the ability to serve as a developer and partner in working with the federal government, state or local governments, or non-profit institutions?

- To what extent has the developer demonstrated through experience the ability to address historic property treatment issues and conform with restrictions and guidelines for the preservation of these property types?

- To what extent has the developer demonstrated the ability through experience to renovate housing units while residents occupy units in some portion of the same development project?

- To what extent has the developer demonstrated through experience, and in relation to its approach to managing the Fort Lewis 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 developer has worked with other organizations (e.g., subcontractors, financial institutions, etc.) on projects requiring long-term real estate operation, maintenance, and property management functions. In the case of a development team, this last factor element also evaluates the extent to which the team's principal members have experience working together or with other organizations on these projects in joint ventures or similar types of business relationships.

4.5.2 Past Performance

How acceptable is the prospective developer's risk of non-performance or poor performance in either crafting or implementing the

CDMP for the Fort Lewis project, based on past performance?

The Army's evaluation of past performance will be based on information provided by the prospective developer as required in Section 4.3.2, as well as on independent background analyses. References identified in developer submissions, and by third parties, may be contacted as part of this evaluation. The Army's analysis of the developer's past performance will take into account the currency and relevancy of information examined, the context of the data, and general trends in the developer's performance.

Consistent with Section 4.3.1, the past performance for a development team will consider both the team's past performance and that of its principal members. Developers and principal members in a development team that lack a past performance history will be given a neutral past performance evaluation.

4.5.3 Preliminary Concept

Has the prospective developer provided a creative, robust vision that meets the Army's needs and signals a successful outcome?

This factor considers the prospective developer's overall concept for the long-term development, operation, maintenance, and property management of the military family housing community at Fort Lewis, and the developer's creativity in meeting the Army's objectives. In reviewing a developer's preliminary concept, the Evaluation Team will consider the following questions.

- Does the prospective developer understand the Army's goals and needs for the Fort Lewis project as identified in Section 1.1 of this solicitation?

- Is the developer's approach to the Fort Lewis 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?

- Is the developer's methodology and approach to integrating the Army's needs and the developer's capabilities consistent with the Army's overall community development goals for the project as set forth in Section 1.1?

- 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 organizations, AAFES or DeCA (see Section 2.1.1)?

4.5.4 Financial Capabilities

Can the prospective developer structure, arrange, and manage the financing required for a large, complex, long-term development and operating project?

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

- Does the prospective developer possess the financial capability 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 prospective developer have a viable strategy for financing the Fort Lewis project on a long-term basis, and is the strategy supported by the developer's identified capabilities?

4.5.5 Organizational Capabilities

To what extent can the prospective developer field a qualified, experienced project team with the expertise and workload capacity necessary to manage all of the disciplines required to plan, develop, redevelop, manage, and maintain a large-scale long term quality residential community development project?

More specifically, to what extent can the prospective developer field a team to cover all of the disciplines that must be brought to bear to make a project like Fort Lewis successful over the long-term and to maintain high levels of quality – including business planning, master planning, financing, public approvals, community and governmental relations, construction, marketing, sales, rentals, historic preservation (architecture, landscape and archeology) and long-term property management and maintenance.

This factor considers the prospective developer's ability to manage and integrate various functional disciplines relevant to the successful planning and implementation of the Fort Lewis project. Technical skills such as design, engineering, and construction, which can be readily procured by the developer through subcontracting, will not be evaluated as part of the review of the developer team. In the case of development teams, this factor evaluates the organizational capabilities of each member of the team in their assigned areas of responsibility (See Section 4.3.5) and any previous or current third party certification of such ability.

4.5.6 Financial Return

How and to what extent will the developer's expected financial return (taking into account the proposed ownership structure, reinvestment plan,

and use of MHPI authorities) enable the Army to improve the quality of the residential community development at Fort Lewis and the quality of life for soldiers and families living on the Installation?

As part of this question, the Army will consider how the developer's proposed approach to generating a financial return provides incentives to reward good service and high-quality maintenance over the life of the Fort Lewis project. Information concerning a developer's expected financial return, including the developer's proposed use of MHPI authorities as evaluated under OMB scoring rules, will be treated by the Army as cost or price information likely to affect the level or quality of improvements in the housing community at Fort Lewis. As such, this information will be taken into account in developer evaluations. However, cost or price will not be the primary determinant of developer selection.

The effect of implementing a developer's concept under OMB scoring rules will be taken into account by the Army in answering this question and will affect developer evaluations.

4.5.7 Small Business Concerns as Subcontractors

How has the prospective developer used small business concerns in past projects, and how will it use small business concerns for this project?

It is Army policy in the RCI pilot program to ensure that small business concerns have the maximum practicable opportunity to participate during implementation of the CDMP. The factor elements of past and planned use of small businesses will be evaluated.

5.0 ADVISORS

The firm of Jones Lang LaSalle has been retained to assist the Army in planning and implementing the RCI pilot program. Jones Lang LaSalle and its subcontractors are precluded from working with prospective developers on their submissions for the RCI pilot projects.

6.0 ADDITIONAL TERMS AND CONDITIONS

Prospective developers interested in pursuing this opportunity should also review the provisions set forth in Appendix E of this document and include with their submissions the requested representations and certifications. Depending on the specific terms of the CDMP, the selected developer may be required to comply with other applicable public laws and regulations as a condition of proceeding with implementation. Clauses implementing the CDMP will be added or deleted by the Army as appropriate. A glossary of terms, Appendix F, 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 Fort Lewis Project (Section 2.0) and to comply with all other provisions of the solicitation, including all clauses incorporated by reference (see Appendix E). 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 developer for contract award. A submission may be withdrawn by the respondent prior to acceptance. However, unless withdrawn by written notice, the respondent 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).

[Name and Title of Signer]
Department of the Army

By: _____ Date signed: _____

(Signature of person authorized to sign on behalf of the U.S. Army)

Name _____ Title _____

Firm Name _____

By: _____ Date signed: _____

(Signature of person authorized to sign on behalf of the developer

PART II

APPENDIX A

SITE DESCRIPTION OF FORT LEWIS AND ECONOMICS OF FORT LEWIS COMMUNITY AREA

THE FOLLOWING INFORMATION IS SUPPLIED FOR BACKGROUND INFORMATION ONLY, AND IS ACCURATE AS OF DECEMBER 1999. HOWEVER, IT IS NOT MATERIAL TO ANY RFQ SUBMISSION, AND SHOULD NOT BE RELIED UPON IN MAKING A SUBMISSION

1.0 SITE DESCRIPTION

Fort Lewis, Washington, at the base of the Puget Sound, is named after Captain Meriwether Lewis of the Lewis and Clark expedition. It was established in 1917 and has served continuously since then as a major training, mobilization and deployment facility. Today, it consists of 86,000 acres of wooded and open training areas and firing ranges, along with garrison and industrial areas.

Fort Lewis, the largest military installations on the West Coast and one of the largest in the United States, is the home of I Corps; 1st Brigade, 25th Infantry Division; 3rd Brigade, 2nd Infantry Division; the 1st Special Forces Group (Airborne), the 2nd Battalion, 75th Ranger Regiment; Fourth ROTC Region, Madigan Army Medical Center; and a number of other support and tenant units

The mission of Fort Lewis is to "operate a state of the art power projection platform for warfighters by providing them with superior training support, infrastructure, and quality of life".

The Fort Lewis power projection mission, West Coast location, and outstanding physical resources, as well as proximity to interstate highways, airports, sea ports, and rail trans-shipment points all serve to reinforce the installation'' continuing importance and presence.

The Fort Lewis primary market area in Western Washington is composed of the installation as well as Pierce County (population - 700,000) and Thurston County (Population - 202,000). Area communities include Tacoma, Lakewood, Steilacoom, University Place, Puyallup, Sumner, Spanaway, Parkland, Gig Harbor and DuPont in Pierce County; as well as Olympia, Lacey and Tumwater in Thurston County. Immediate access to Fort Lewis is available from I-5. Fort Lewis is located 15 miles south of Tacoma and 45 miles south of Seattle

The following web sites provide additional information on the communities around Fort Lewis:

- Fort Lewis: http://www.lewis.army.mil
- Washington State: http://www.wa.gov
- Pierce County: http://www.co.pierce.wa.us
- Tacoma, Washington: http://www.ci.tacoma.wa.us
- Lakewood, Washington: http://www.lakewood-wa.com
- University Place, Washington: http://www.ci.university-place.wa.us
- Northwest Landing/Dupont, Washington: http://www.nwlanding.com
- Gig Harbor, Washington: http://www.harbornet.com/gigharbor
- Puyallup, Washington: http://www.ci.puyallup.wa.us
- Steilacoom, Washington: http://www.co.pierce.wa.us/cities/stbanner.htm
- Sumner, Washington: http://www.ci.sumner.wa.us

- Thurston County: http://www.halcyon.com/thurston/welcome.html
- Olympia, Washington: http://www.olywa.net/isd/olympia.htm
- Lacey, Washington: http://www.ci.lacey.wa.us
- Tumwater, Washington: http://www.olywa.net/tumwater/
- Economic Development Board of Pierce County:
  http://triton.co.pierce.wa.us/edb

1.1 Installation Population

There are 16,800 military members authorized for duty on the Fort Lewis installation, with assigned strengths typically running 200-300 additional personnel.

Married personnel assigned to Fort Lewis are accompanied by 24,476 family members, 9,236 of whom live in the 3,589 military family quarters, while 15,240 and their military members live in the surrounding community.

An additional 4,877 civilian personnel plus an estimated 1400 contractor personnel work on the installation. Nearly 80,000 retirees from all services plus their family members live in Washington, Oregon, Idaho and Montana, many of whom make use of Fort Lewis services.

The Puget Sound area of Washington is the home of a large concentration of military installations. McChord AFB, a major Air Mobility Command base, is immediately adjacent to Fort Lewis and its personnel also have a significant impact on nearby communities. Approximately 45 miles to the northwest is Puget Sound Naval Shipyard and Naval Station Bremerton, which hosts an aircraft carrier and support vessels. Ten miles to the north of those facilities is Naval Submarine Base Bangor, with Trident submarines. North of Seattle, Naval Station Everett is the homeport for another aircraft carrier with supporting vessels. Further north, near the Canadian border, is Naval Air Station Whidbey Island, with P-3 Orion and EA-6B aircraft.

1.2 Family Housing -

***Local Area Housing*.** Overall, new housing permits in Pierce County have ranged between 4,200 and 5,400 annually since 1990. In 1998 there were 5,306 units permitted. Most of the new construction is single-family. The share of multifamily development has steadily declined during the decade, from 29% in 1990 to just over 17% last year.

The combined median sale price of new and existing housing, was $147,000 in August 1999. The 1999 Pierce County population estimate is 700,000 residents, in approximately 277,000 households. Of that total, 174,400 households reside in single-family dwellings; 70,400 are in multifamily housing; and 31,700 reside in mobile homes or trailers.

***On-Post Housing*.** As of December 1999, there were 3589 government-owned housing units. Breakouts by construction periods are: pre 1940 (8 percent); 1940s and '50s (45 percent); 1960's (41 percent); 1980's and '90s (6 percent). Currently, there is a military construction program planned for 56 junior enlisted three bedroom houses. It is anticipated occupancy will occur in spring 2001.

The following is a summary of Installation family housing as of Dec. 99:

- Mean monthly vacancy rate is 2 percent.

- Mean length of stay is 18 months (based on period Oct 1998 to Oct 99)

- Median age of houses exceeds 40 years.

- There are 3589 families (36 percent of all Fort Lewis' Army families) residing on the Installation.

- About 2,100 eligible families (21 percent of all Fort Lewis' Army families) are listed as waiting to reside in Installation housing (Note: some eligible military members do not accept housing when offered.)

- Mean time on waiting list is 8-10 months.

1.3 Existing Community Facilities and Services

There are more than 21 million square feet of building space on the Fort Lewis Installation. In addition to family housing, there are numerous other community facilities and services located on the installation such as:

Temporary Family Housing. There are 155 units on the installation reserved primarily for the use of military families relocating to and from other Installations. These units are not part of the On-Post Family Housing inventory described earlier. The facility is run like a small, self-supporting hotel which takes care of short-term family housing needs. This complex is provided little direct government financial assistance, but is operated as a self-supporting business using business rules common to DoD non-appropriated funds (NAF).

Hotel-style Accommodations. There are 94 hotel-style rooms available on the installation. These facilities function like self-supporting hotels that take care of the needs of short-term visitors, who are usually military members or government civilian employees on temporary duty at Fort Lewis. These facilities also include amenities common to private-sector hotels. Although these facilities are provided some government financial assistance, they are otherwise operated, as a self-supporting non-appropriated funds business.

Single Soldier Housing. There are about 11,700 barracks spaces on the installation reserved for single military soldiers. In the private sector, these accommodations would most closely resemble college dormitories – albeit with a distinctly military flavor. Some of the middle-grade enlisted military members have private rooms. When these rooms are available, residing in them is mandatory for single military soldier that have not yet attained the grade of E-6. Married soldiers whose families reside at another location may stay in single soldier housing on a space available basis.

Schools. The Fort Lewis on post family housing student population is served by Clover Park School District (CPSD), which currently operates 5 on-post elementary schools, two middle and one high school off-post. Clover Park and a number of other school districts serve the off -post military population.

Health Care. There are a variety of health care facilities on the installation including Madigan Army Medical Center, which is a full service medical facility, operated by the Army Medical Command. This 410 bed facility serves a potential patient population of 120,000 which includes military members (primarily Fort Lewis and McChord AFB), their family members and retirees within the Puget Sound region. A full range of medical care is provided including inpatient and outpatient services. Also, Madigan serves as a center for graduate medical education and region 11 Tricare services. Additionally, satellite troop medical and dental clinics are operated by Madigan which are located on Fort Lewis main post as well as North Fort.

Veterinary services are provided on a fee basis.

Recreation. Within the Fort Lewis boundaries are seven lakes, access to the Nisqually River and access to a considerable amount of wooded undeveloped land providing a multitude of opportunities for outdoor sporting enthusiasts. In addition there are numerous sports and aquatic facilities available for use by soldiers and family members which includes three indoor pools, four gymnasium, fitness centers, an outdoor football/soccer stadium with track, a softball and soccer stadium, tennis courts and three quad-plexes (primarily for softball, soccer and flag football). Other recreational opportunities at Fort Lewis are:

Camping facilities - tent areas, trailer hookups and 10 rental cabins
Several restaurant/lounge facilities (i.e. Officers Club)
Multi-purpose Recreation Center – billiards, meeting rooms, etc
Flying Club Hangar
Marina – boat mooring, restaurant, and mini-mart
Shoreline Park - swimming beach, picnic facilities, paddle boat rentals, etc
Four Libraries
Bowling Facility
Roller Skating Rink
One eighteen and one nine hole golf course

Paint ball facility
Skeet shooting range
Sportsman's Rifle Range
Privately operated Horse Boarding/Riding Facility
Adventure Center – outdoor sporting equipment, sales, service and repair

Chapels and Religious Facilities. The Installation's 6 chapels provide religious services by denomination. These facilities can accommodate religious services of all kinds (e.g., prayer, weddings, funerals, and counseling) for military members, their families, and retirees.

Craft/Hobby Centers Fort Lewis has a multiple Arts & Crafts Center, a self-help boat repair center and a Automotive Skill Development Center.

Retail Stores. The Army and Air Force Exchange Service (AAFES) operates a large retail store and a variety of smaller retail outlets, convenience stores, and service businesses. The primary store is a "Post Exchange", which offers military and military retirees "department-store-like" commodities. For example, the main retail store sells clothing, audio/visual equipment, jewelry, and toys. Adjacent to the Post Exchange are food courts with fast food service. Throughout the installation, AAFES operates a Starbucks Coffee Shop and espresso stands, four laundries/dry cleaning, alteration shops, optometry/optical services, phone centers, video arcades, military clothing sales, barber and beauty shops, flower shops, nutrition centers, watch and jewelry repair, Burger King, Popeye's, Firestone Car Care Center, movie theatre, car rental, appliance/furniture/equipment rental, car wash, furniture store, video movie rental, Class VI Stores (Liquor Store) and numerous roving concessions providing goods not generally found in the main stores. Additionally, AAFES runs seven smaller dispersed stores known as shoppettes with gasoline pumps that are similar to convenience stores in the private sector. AAFES also operates self-service launderettes, full line vending (snacks), soft drink vending products and pay phones throughout the installation. A portion of the funds generated by AAFES are returned to the installation to support Morale Welfare and Recreation of the Military Community.

Grocery Stores. The Ft. Lewis grocery store known as a commissary is currently the fifth largest sales volume commissary in the world. The 45,620 square foot facility has 25 registers, bakery, deli, meat, produce, grocery, with more than 14,000 items. There are 575 customer parking spaces. The commissary sells to military members, retirees, and other installation food service facilities (e.g. military dining facilities, officers' or enlisted clubs).

Youth Services. There are three Youth Services centers, one Youth Summer Activities Camp, and numerous playing fields which provide recreational opportunities for children and youth ages 3 through 18. Activities include sports, summer camp, special events, instructional classes, trips and many Boys and Girls Clubs of America programs. The main Youth Center is open Monday

through Saturday, at various hours after school, and until midnight Saturday for teens.

Child Development Services **(CDS).** CDS is a network of four child care delivery programs through which quality child development options are provided. They are Child Development Centers, the Family Child Care program, School Age Services, and Supplemental Programs and Services. The cost for child care services varies according to total family income.

The Child Development Center program operates three accredited facilities. Services are provided from 5:30 AM until 6:00 PM and the facilities can accommodate 864 children.

The Family Child Care program (in home on Fort Lewis) offers family atmosphere, flexible hours and is currently capable of providing child care for 810 children.

School Age Services program offers a before and after school program for over 100 elementary school age children from 5:30AM to 6:00PM at two sites.

Supplemental Programs and Services (SPS) augments the child care options through short term alternative child care and volunteer child care in military unit settings. Approximately 700 children receive childcare monthly in 25 approved, alternative sites throughout the installation. SPS provides referral and centralized registration services.

1.4 Infrastructure

Fort Lewis is preparing to privatize its electrical, water and sewage systems on 1 Oct 2000. The natural gas distribution system is already owned and operated by Puget Sound Energy. All family housing units have gas heat and are metered. Currently, Fort Lewis owns and operates the following:

(1) Electric- distribution infrastructure only. The privatization solicitation will require the new owner of the electrical system to install secondary meters on all buildings, and to bill for consumption.

(2) Water- Fort Lewis owns and operates the water production and distribution system.

(3) Sewer—Ft Lewis currently owns and operates the sewage collection system, and the sewage treatment plant

(4) Landfill—Ft Lewis owns and operates a refuse transfer station. Contractors operating on the installation may use this facility subject to tipping fees.

(5) Refuse collection—A private contractor collects household refuse and yard waste weekly from the installation family housing areas.

(6) Recycling—Recycling facilities consist of a central drop off point, and a recycle center at the Ft Lewis refuse transfer station.

1.5 Installation Building Guidelines Developers are encouraged to use their ingenuity and innovation in the planning and development process. However, they are expected to propose plans that are acceptable with existing guidelines, i.e., Installation Design Guide, Fort Lewis, WA., April 1997 and Community Center Master Plan Study, Fort Lewis, WA., August 1999. Copies are available in the Fort Lewis document room.

Architectural Style. The majority of housing at Fort Lewis was constructed from the '50s to the '70s, and the homes are single story, slab on grade duplexes. However, there are some homes constructed in the ‘80s, and ’90s. A number of historical homes were constructed as early 1929. New and replacement construction in recent years has been designed to modern standards with family rooms, separate laundry areas, and more amenities. New housing should be constructed in accordance with existing guidelines, with modern styles and accepted industry standards.

Height. Any new and altered buildings must meet certain height restrictions. The maximum height for family housing is no higher than two (2) stories.

1.6 Other Conditions

In preparing a response to the RFQ, please consider the following constraints:

***Installation Access*.** Fort Lewis is considered a “closed post” and access is only through manned gates. For temporary access, individuals must enter through the main gate at exit 120 of Interstate 5. A valid driver’s license, insurance card and vehicle registration (or rental car contract) must be presented to receive a temporary pass. The selected developer’s personnel will be provided with a long- term pass.

Facility Access. Access to installation family housing areas is generally limited to military members, visitors and relatives, DoD civilians, DoD contractors. To a limited extent, the general public may be authorized access to other community facilities. Fort Lewis will establish on a case-by-case basis, in coordination with the developer, the conditions that may limit or extend access to community facilities.

Historical. Fort Lewis does contain historical housing in its Greenwood and Broadmoor housing areas. Three hundred quarters at these locations and the surrounding landscapes are eligible for listing on the National Register of Historic Places. These locations are included in the larger Fort Lewis National Register of Historic Places district are currently maintained in such a manner as to protect and preserve their historical integrity. Any development plan acceptable to the government will protect and preserve these historic properties in accordance with appropriate standards and guidelines. No other housing quarters or surrounding landscapes are currently eligible, nor, does the government anticipate any other structures or landscapes will be determined eligible for listing on the National Register of Historic Places during the term of the government's relationship with the successful developer. The intent to renovate, alter and maintain any historical housing and associated landscapes requires careful consideration in the development plans and close coordination with the State Historic Preservation Office, Installation Cultural Resource Management Officer and others as established by agreement. The Army has manuals and plans that apply to these considerations and copies of these are available in the Fort Lewis document room.

Development in Industrial Area of Installation. No construction of family housing will be allowed in the industrial or training areas of the installation. Administrative and maintenance facilities may be constructed in the industrial area. See the Fort Lewis Real Property Master Plan Brochure, Volume I (Appendix C).

Jurisdiction. Fort Lewis holds "exclusive federal jurisdiction" over most of the real estate within its boundaries. All of the real estate upon which Army Family Housing is currently located and in areas where new family housing is proposed within exclusive federal jurisdiction. Existing family housing areas and areas for proposed new family housing construction are within Pierce County, Washington and have not been annexed by adjacent city governments. However, there is currently an action pending to annex all of the existing family housing areas by the City of Lakewood.

Condition of Property Title. The Army holds fee title to the property upon which the existing family housing is located and in the lands upon which any new family housing would be constructed. Some of the property is subject to a reversionary interest of Pierce County should the United States ever cease to maintain the property for military purposes. Additional information regarding the reversionary interest is available in the Fort Lewis RCI document room.

Americans With Disabilities Act. As a whole, the developer must meet requirements of the Americans With Disabilities Act (i.e., at least 5 percent of the new housing constructed must be accessible or easily modified to be accessible).

Environmental. Construction is permitted on the Installation after comparing the construction location and types of construction activities with the

encumbrances identified in the planning documents. Specific encumbrances may be necessary in the historic/cultural resources, wetlands, endangered/threatened species and/or their habitat resource areas. General encumbrances may involve securing digging permits for subsurface mechanical construction or exploration activities. Construction is permitted, after reviewing encumbrance restrictions/conditions and obtaining all applicable permits for those activities. Fort Lewis has a number of environmental cleanup sites. Clean up activities are well underway and do not involve any lands upon which existing family housing facilities are located nor any areas where new family housing construction is proposed. Known or potentially contaminated areas are identified in a 1999 Environmental Baseline Survey (EBS) for all of Fort Lewis and is available in the Fort Lewis RCI document room. Fort Lewis is an Army pilot installation for the International Standards Organization certification program. Initial certification is expected in March 2000.

2.0 ECONOMICS OF FORT LEWIS COMMUNITY AREA

The Pierce County Economic Development Board lists 18,170 employers in Pierce County, providing a total employment of over 220,000 persons. The following table lists major employers in the county, excluding Fort Lewis, Madigan Army Medical Center, and McChord Air Force Base. However, these employers provide a significant number of civilian as well as military employment in the county.

Table A-1 Market Area Major Employers

Employer	Industry	Number of Employees
Tacoma Public Schools	Education	3,392
Multicare Health System	Health Services	3,281
Pierce County Government	Government/Public Offices	2,695
Franciscan Health System	Health Services	2,306
Western State Hospital	Health Services	1,846
City of Tacoma (excl. Public Utilities)	Government/Public Offices	1,830
Good Samaritan Hospital	Health Services	1,800
Puyallup Tribe (excl. smoke shops)	Indian Tribe	1,795
Puyallup School District	Education	1,711
Safeway Stores	Retail Grocer	1,526
Clover Park School District	Education	1,520
Bethel School District	Education	1,338
Boeing Company	Aerospace	1,300
Intel Corp.	Computer Electronics	1,300
Washington State Dept. of Social/Health Svc.	Social/Health Services	1,275
U.S. Postal Service (Tacoma)	Government/Public Offices	1,230
Frank Russell Company	Investment Management	1,133
Rainier School	Education	1,050
Sumner School District	Education	1,000
Tacoma Public Utilities	Public Utility	970
McDonalds Restaurant (Corporate stores only)	Fast Food	910
Super Valu	Grocery Distributor	888
Pierce College	Education	870
State Farm Insurance Companies	Insurance	844
Group Health Cooperative	Health Service	813
Peninsula School District	Education	796
Milgard Manufacturing	Glass products	766
Pierce Transit	Government/Transportation	729

Veterans Affairs Medical Center	Health Services	729
Washington State National Guard	Military	729
The News Tribune	Printing/Publishing	716
Tacoma Community College	Education	700
McNeil Island Corrections Center	Corrections Facility	693
Nalley's Fine Foods	Food products	692
Pacific Lutheran University	Education	656
The Bon Marche	Retail Stores	651
University of Puget Sound	Education	650
Franklin Pierce School District	Education	633
Albertson's Inc.	Retail Grocer	618
Tacoma Goodwill Industries	Social Services	615
KeyCorp	Financial Services	600
Simpson Tacoma Kraft Company	Paper & allied products	590
Regence Blue Shield	Health Services	500
Army Air Force Exchange Service (AAFES)	Exchange Retail Services	840
Armed Forces Bank	Total Financial Services	70
Fort Lewis Federal Credit Union	Banking/Credit Union	55
Soundcare, Inc.	Health Services	500

Washington State's real per capital income in 1999 is $25,667 compared to the national real per capital income of $23,955, according to the September 1999 issue of the *Washington Economic & Revenue Forecast* published by the state's *Office of the Forecast Council*.

The American Chamber of Commerce Researcher's Association prepares a Cost of Living Index, which measures the relative price of goods and services in specific areas of the country. The national average represents a score of 100, and all other areas are scored in relation to the national norm. Table __ identifies the Cost of Living Index for the Tacoma Metropolitan Statistical Area.

All Items	Grocery	Housing	Utilities	Trans.	Health	Misc.
103.9	104.0	105.2	71.3	115.4	132.1	102.8

The Pierce County rental housing market has a current, fall 1999 vacancy rate of 5.8%. In the past five years the vacancy rate has ranged between 5.4% and 7.7%, with a five-year average of 6.7%. Vacancies have trended generally lower since late 1996, reflecting economic growth in the region.

The median single-family home sale price in Pierce County was $147,000 during August 1999. That is up 3.6% compounded annually from $122,975 five years earlier. Other indicators of residential, commercial, and economic trends show growth. For example, according to the 1998 *Pierce County Economic Index*, the dollar volume of retail sales grew 7.5% in 1998. The report forecast 1999 activity would outpace 1998 and set a record $4.1 billion in total retail sales in Pierce County.

APPENDIX B
FORT LEWIS DEMOGRAPHICS

THE FOLLOWING INFORMATION IS SUPPLIED FOR BACKGROUND INFORMATION ONLY, AND IS ACCURATE AS OF DECEMBER 99. IT IS NOT MATERIAL TO ANY RFQ SUBMISSION, AND SHOULD NOT BE RELIED UPON IN MAKING A SUBMISSION

SOLDIER DEMOGRAPHICS

Table B-1 is provided to show soldier demographics, by including average monthly Basic Pay, potential monthly income stream from Basic Allowance for Housing based on the demographics of soldiers residing in On-Post government quarters, number of houses by bedrooms, and pay grade of military personnel assigned to Fort Lewis as of October 1999.

Table B-1 Soldier Demographics

RANK	Avg. Base Pay	Assigned Fort Lewis	Avg. Total/ Monthly Married (Income BAH)	BAH W/ DEP	FL 2 BR On-Post	FL 3 BR On-Post	FL 4-5 BR On-Post	Post Hsg By Rank Assigned	Potential Monthly Rental Income Fort Lewis
E1	959	218	1,474	515	0	1	0	1	515
E2	1,075	1,203	1,590	515	2	2	0	4	2,060
E3	1,274	1,983	1,799	525	2	2	0	4	2,100
E4	1,485	4,013	2,039	554	414	575	61	1,050	581,700
E5	1,811	2,852	2,449	638	362	605	109	1,076	686,488
E6	2,010	1,872	2,660	650	182	400	139	721	468,650
E7	2,330	1,364	3,042	712	0	248	60	308	219,296
E8	2,860	379	3,627	767	0	37	28	65	49,855
E9	3,507	103	4,376	869	0	32	9	41	35,629
W1	2,498	124	3,244	746	0	5	5	10	7,460
W2	2,902	76	3,633	731	0	17	6	23	16,813
W3	3,456	21	4,284	828	0	4	7	11	9,108
W4	4,041	10	4,989	948	0	2	0	2	1,896
W5	4,698	5	5,703	1,005	0	0	0	0	0
O1	2,313	476	2,951	638	0	26	4	30	19,140
O2	3,161	513	3,823	662	0	27	2	29	19,198
O3	3,931	750	4,751	820	0	46	11	57	46,740
O4	4,445	441	5,425	980	0	37	16	53	51,940
O5	4,845	284	5,920	1,075	0	37	13	50	53,750
O6	5,709	107	6,807	1,098	0	0	49	49	53,802
O7-O9	8,114	6	9,226	1,112	0	0	5	5	5,560
TOTAL	**N/A**	**16,800**	**N/A**	**N/A**	**962**	**2,103**	**524**	**3,589**	**2,331,700**

- **Numbers of Post Housing By Rank Assigned, has been adjusted to reflect 100% occupancy.**

APPENDIX C

FORT LEWIS MASTER PLAN

THE FOLLOWING INFORMATION IS SUPPLIED FOR BACKGROUND INFORMATION ONLY, AND IS ACCURATE AS OF DECEMBER 99. HOWEVER IT IS NOT MATERIAL TO ANY RFQ SUBMISSION, AND SHOULD NOT BE RELIED UPON IN MAKING A SUBMISSION

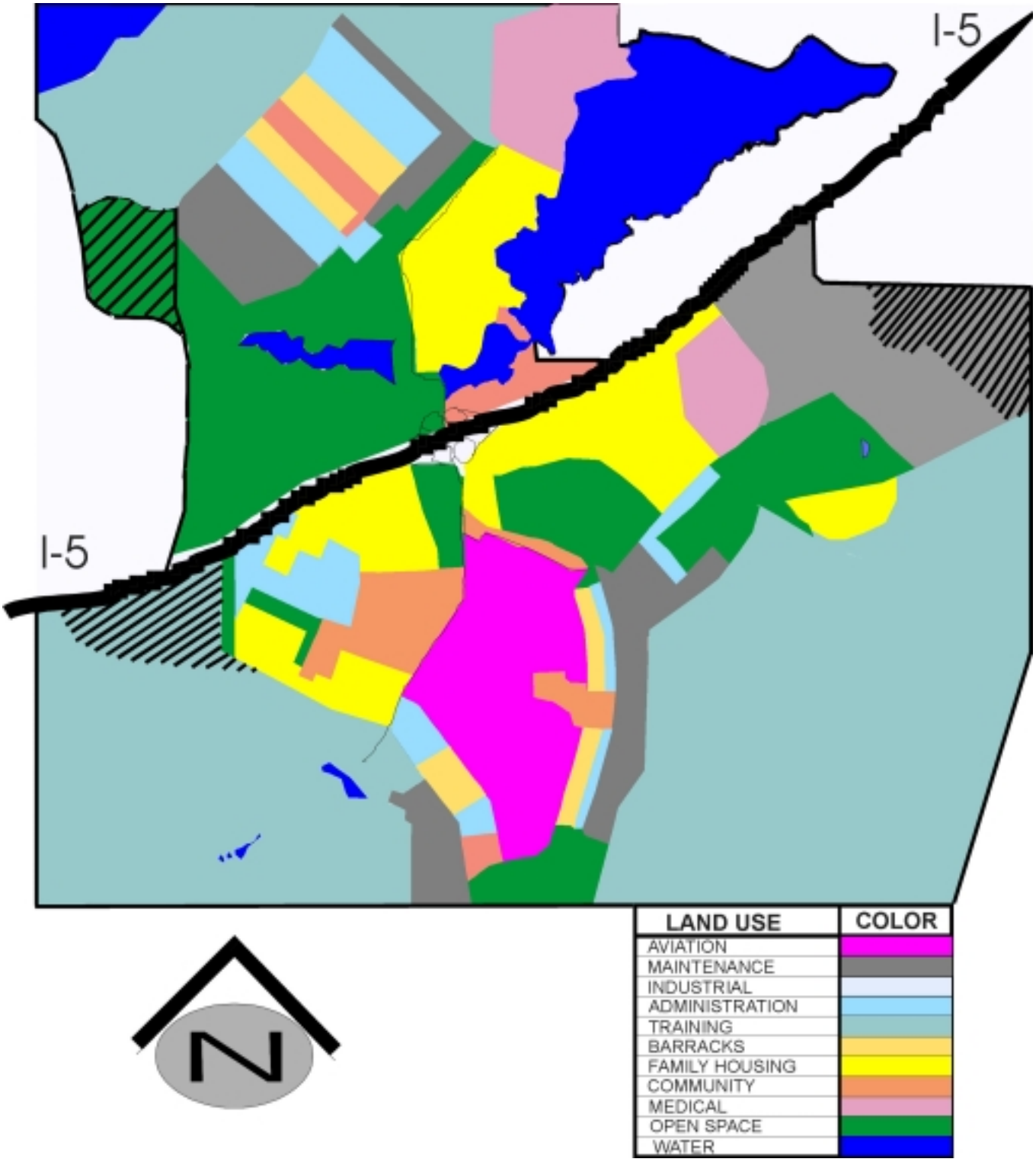
BIRD'S EYE VIEW

OF

FORT LEWIS, WASHINGTON

LANDUSE PLAN

FORT LEWIS, WASHINGTON



APPENDIX D

OMB SCORING GUIDANCE

1.0 SCORING DOD'S MILITARY HOUSING PRIVATIZATION INITIATIVES

Military Housing Privatization Initiative Authorities

The Military Housing Privatization Initiative (MHPI) in P.L. 104-106 provides DoD with many authorities that may be used to attract private capital investment for revitalizing the stock of military housing. This document defines the guidelines that OMB will use to determine the budgetary impact of DoD's use of these authorities.

Scoring Determines Obligations to be Recorded

Each privatization agreement that DoD enters must be scored for budget purposes. Scoring seeks to determine the cost that should be recognized and recorded as an obligation of DoD at the time a contract is signed. Sufficient appropriations must be available to cover the amount obligated for each contract. The Department, with OMB concurrence, will determine the amount of funds to be obligated to cover future costs that are 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 an agreement for a loan or guarantee, appropriations sufficient to cover the subsidy cost of each project must be available in the Family Housing Improvement Fund.

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 with 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. 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 like first mortgages. The credit subsidy, however, may be higher because the government is not the first creditor to be paid in case of default. Soft second mortgages, loans without a fixed repayment schedule, will be scored as grants, or equal to 100% of the loan. A guarantee of bonds that are 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 interest rate on Treasury securities of similar maturity to the loan. This is the rate required by the Federal Credit Reform Act to estimate the cost of credit programs for the budget. The Government should make its decisions based on its own cost of borrowing, and it should use the same rate for all forms of government subsidies so as to provide consistent measures of cost.

Differential Payments, Income or Occupancy Guarantees and Leases

Differential payments provide additional income stream to a housing provider. Use of this authority will be scored "upfront", with the value of the lease or commitment recorded as an obligation at the time a contract is finalized.

Income/Occupancy Guidance

Income/Occupancy guidance are scored at 100% of the maximum exposure.

Investments

If the Department 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.

Conveyance of Real Property

The Department may convey property in exchange for housing or an equity investment in a corporation or limited partnership. There will be no scoring impact.

Provision of Goods and Services

The Department shall not provide goods or services that would normally be 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, to housing providers or tenants. If used, the subsidy value will be scored.

Assignment of Service Members to Housing

The assignment of service members to housing is inconsistent with privatization. Moreover, assignment of service members 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 assignment of service members to that housing. Assignment of service members to housing, when combined with a loan guarantee for base closure, deployment and downsizing, would effectively 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 either a Request For Proposal (RFP) or a Request for Qualification (RFQ) and prior to final contract award, to review and approve/amend the CS&P's scoring determinations for each proposed project. If the parameters of a project remain consistent from the RFP development stage through final contract award, OMB does not anticipate making significant changes after scoring determinations are made during the RFP development stage.

Scoring of the RFQ would 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. If the Army decides to accept the plan, before issuing a "notice to proceed," the plan should be scored. The plan would provide the detailed information similar to that used in scoring RFPs and would be scored using the same scoring guidelines used to score RFPs.

Thus, the major difference between scoring an RFP and an RFQ is that an RFQ involves an additional step.

Items to be reviewed include, but are not limited to:

- percentage of government and private sector participation;
- qualification for credit reform scoring;
- credit reform subsidy estimates; and
- total obligations to be recorded at time of contract signing.

OMB will review CS&P's scoring determinations as quickly as possible, especially during the period immediately preceding final contract award.

2.0 INTERPRETATION OF GOVERNMENT AND PRIVATE SECTOR PARTICIPATION

The factors that CS&P's and OMB will consider federal government participation for both RFPs and RFQs include:

- 100 percent of the loan amount
- Department issues a loan guarantee that protects a lender only in case of default due to base closure, 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 payments.
- Income or occupancy guarantees.
- ncome from conveyed assets prior to renovation.

The factors that CS&P's 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 Department issues a loan guarantee that protects a lender only in case of default due to base closure, deployment, or downsizing. The participation percentage may vary, up or down, depending on the specific conditions that would trigger payment under such a guarantee.

APPENDIX E

FEDERAL ACQUISITION REGULATION (FAR)

AND

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

CLAUSES

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 (Aug. 1998)

(a) Standard industrial classification (SIC) code is 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 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 (found on page 3, Part 1);

(2) The time specified in the solicitation for receipt Statement of Qualifications;

(3) The name, address, and telephone number of the prospective developer;

(4) Statement of Qualifications 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 compliance with the requirements in the solicitation.

(9)n Include 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, will not be considered.

(d) Contract award. The Government intends to evaluate Statement of Qualifications and award a contract 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.dnb.com/. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at 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 1999)

(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 standard industrial classification code designated.
"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.

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

(1) 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 the stock of which 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of a Federal, state, or local 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.

Small business concern. The offeror represents as part of its offer that it [ ] is or [ ] is not a small business concern.

(2) 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 [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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 [ ] is, [ ] is not a women-owned small business concern.

Note: complete paragraphs (c) (4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). Complete only if the offeror is a woman-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 [ ] is, [ ] is not, a women-owned business concern.

(5) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, 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 is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, 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 [ ] has, [ ] 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_____.]

Representations required to implement provisions of Executive Order 11246 –

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

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

(ii) It [ ] has, [ ] 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

(ii) 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.

Buy American Act -- Trade Agreements -- Balance of Payments Program Certificate.
(Applies only if FAR clause 52.225-9, Buy American Act -- Trade Agreement -- Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby 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 entitled "Buy American Act -- Trade Agreements -- Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act—Trade Agreements Balance of Payments Program":

_____
_____
_____
(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act -- Trade Agreements -- Balance of Payments Program":

_____
_____
_____
(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act—North American Free Trade Agreement Implementation Act -- Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program, is included in this solicitation.)

(i)The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act -- North American

Free Trade Agreement Implementation Act -- Balance of Payments Program":

_____

_____

_____

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision: (g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program":

_____

(Insert line item numbers)

(h) 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.

(End of Provision)

Alternate I (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(8) to the basic provision:

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) 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 (AsianIndian) 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 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(7)(iii) to the basic provision:

(iii) 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 (Jan 1999). As prescribed in 12.301(b)(2), add the following paragraph (c)(9) to the basic provision:

(9) 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-

It ___ is, ___ 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 ___ is, ___is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on 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 1999)

(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 --
Within a reasonable time after the defect was discovered or should have been discovered; and
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's rights to be paid amounts due as a result of performance of this contract, may be assigned 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).

(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. 601613). 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 52.2331, 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 52.2021, 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 A125, 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.

(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. (freight on board) 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. 5158, AntiKickback 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 Work Statement of the Fort Lewis RFQ (Parts 1, Section 2)

(2) All other solicitation provisions of the Fort Lewis RFQ (Part 1)

(3) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(4) The clause at 52.212-5.

(5) Addenda to this solicitation or contract, including any license agreements for computer software.

(6) Other paragraphs of this clause.

(7) Other documents, exhibits, and attachments.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (May 1999)

(a) The Contractor agrees to 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); and

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) 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 shall check as appropriate.)

___ (1) 52.2036, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) [Reserved]

_X_ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

_X_ (4) 52.219-9, Small, Small Disadvantaged and WomenOwned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

___ (6)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103355, 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.

___ (7) 52.222-26, Equal Opportunity (E.O. 11246).

___ (8) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38U.S.C. 4212).

___ (9) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

___ (10) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (11) 52.225-3, Buy American Act Supplies (41 U.S.C. 10).

___ (12) 52.225-9, Buy American Act—Trade Agreements Act—Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 25012582).

___ (13) [Reserved]

___ (14) 52.225-18, European Union Sanction for End Products (E.O. 12849).

___ (15) 52.225-19, European Union Sanction for Services (E.O. 12849).

___ (16)(i) 52.225-21, Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program (41 U.S.C 10, Pub. L. 103187).

___ (ii) Alternate I of 52.225-21.

___ (17) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31U.S.C. 3332).

_X_ (18) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).

___ (19) 52.232-36, Payment by Third party (31 U.S.C. 3332)

___ (20) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (21) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to 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.)

_X_ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

_X_ (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.).

_X_ (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 agrees to 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 52.2152, 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); and

(4) 52.247-64, Preference for Privately Owned U.S. Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

52.212-7000 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)

Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Jan. 1999)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.2477023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) 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).

_X_ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

_X_ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a10d, E.O. 10582).

_X_ 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 (10 U.S.C. 2241 note).

___ 252.225-7021 Trade Agreements (___Alternate I) (19 U.S.C. 25012518 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 Restriction on Acquisition of 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).

_X_ 252.227-7015 Technical Data Commercial Items (10 U.S.C. 2320).

_X_ 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).

___ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) 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, the Contractor shall include the terms of the following clause, 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).

(End of clause)

APPENDIX F

GLOSSARY OF SELECTED TERMS

GLOSSARY OF SELECTED TERMS

Completed Project: Construction or renovation is substantially concluded and occupancy has begun.

Property Management: Operation, administration and superintendence of existing real estate properties.

Operated or Managed: Includes leasing, marketing, tenant credit checks, 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 to fair housing and other statutory and regulatory requirements, and promotion of a pleasant living environment.

Ownership interest: Developer 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.

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Residential Communities Initiative
Office of the Assistant Secretary of the Army
for Installations and Environment
110 Army Pentagon, Washington, DC 20310-0110 · phone: 703.692.9898 · web: rci.army.mil