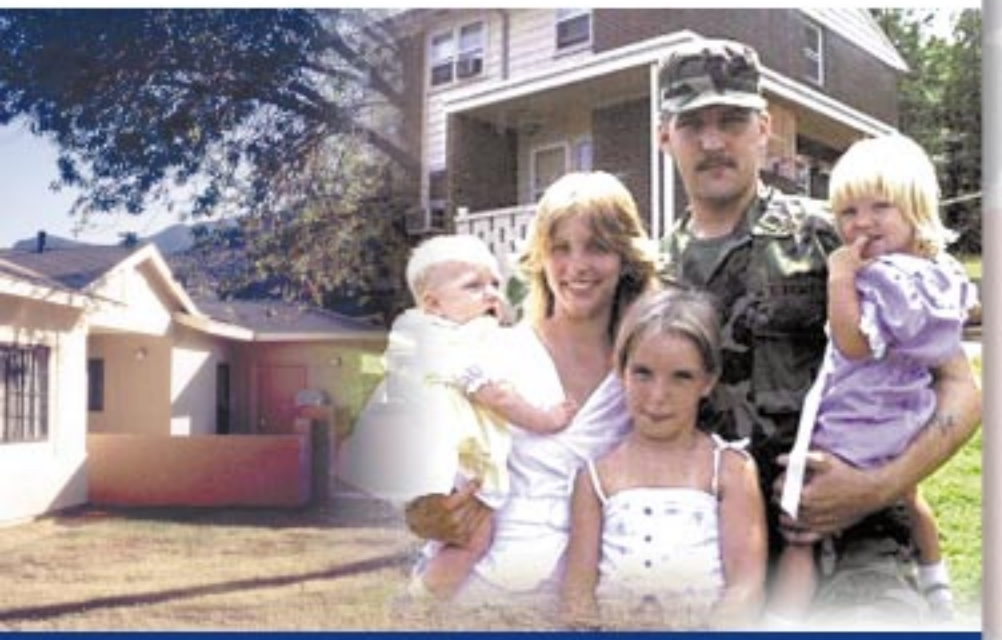

Fort Meade, Maryland

Request for Qualifications

The Army's Residential Communities Initiative

Quality communities for Army families.

FORT MEADE REQUEST FOR QUALIFICATIONS (RFQ)
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PART 1

1.0 INTRODUCTION

The Department of the Army intends to improve the military housing community at Fort George G. Meade, Maryland. 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 rental properties, as part of development projects, including their construction, financing, and long-term operation.

1.1 Overview

The Fort Meade 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 Meade project is part of the Army pilot program for housing and community development known as the Residential Communities Initiative (RCI). The Assistant Secretary of the Army (Installations and Environment) provides oversight and direction for the pilot program 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 identify, in detail, his or her plans to achieve the following goals at Fort Meade:

- 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 Meade.

- Transform 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, high-quality management and operation of the family housing inventory, and ancillary supporting facilities.

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

Although the focus of the Fort Meade project is on housing, the MHPI authorities also permit the construction of ancillary supporting facilities that relate to and support the residential nature of military family communities. Such facilities may include 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 Meade project is expected to come from developing, operating, and managing existing, renovated, and newly constructed housing units. The developer's main source of revenue will be rents paid by military service members from their housing allowances. The developer will be responsible for all costs of the Fort Meade 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 Meade 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 the business plan for the Fort Meade 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 Meade project. Prospective developers should also take note of Section 6.0 of this RFQ, concerning additional terms and conditions that apply to the Fort Meade 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., EDST, July 31, 2000, at:

Army RCI Task Force
Attn: James J. Rich
110 Army Pentagon, 1A909
Washington, DC 20310-0110

Reference: Fort Meade RFQ No. DACA02-00-R-0002

1.2.3 Documents

Prior to the submission date, you may review pertinent information regarding existing Fort Meade family housing assets in the document room in Building 4463 on Leonard Wood Avenue at Fort Meade. This room will be open Monday through Friday from 8:00 A.M. to 3:00 P.M (EDST). Arrangements must be made in advance by contacting the Fort Meade RCI office at (301) 677-4774.

1.2.4 Inquiries

Inquiries regarding the Fort Meade project should be directed to the Contracting Officer, Mr. James J. Rich at http://**rci.army.mil**, and should refer to RFQ Number DACA02-00-R-0002**.**

1.2.5 Site Visits

Fort Meade is an open Army post, which enables potential offerors to conduct self-guided "windshield tours" of the housing areas. As part of the RCI process, a day has been set aside to enable potential offerors site visits of Fort Meade housing areas, with access to specific housing units. This site visit opportunity will be held at Fort Meade on July 12, 2000 from 9:00 AM to 3:00 PM, EDST. Offerors are requested to indicate their interest in this site visit not later then July 7, 2000. Contact Mr. Frank Kaczmarczyk at the Fort Meade RCI Document Room in building 4463, or by telephone: (301) 677-4774 or facsimile (301) 677-2347."

2.0 WORK STATEMENT FOR THE FORT MEADE PROJECT

The Army will select the developer for this project through an RFQ process that emphasizes the qualifications and capabilities of the developer. These characteristics will be measured by the developer's experience, preliminary project concept, financial capabilities, organizational capabilities, expected financial return, past performance, 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 Meade 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 Meade's 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 4463, on Leonard Wood Avenue at Fort Meade. 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 Meade with specific focus on long-term planning, as well as historic facilities

and environmental stewardship. Renovation and construction of housing units and/or ancillary facilities is expected to take place over the life of the Fort Meade 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, rehabilitated, or newly constructed in each neighborhood within the Fort Meade family housing community. The plan should indicate the schedule under which the renovation and new construction will occur. The developer will be expected to provide, in the development plan, proposed land-use maps, floor plans, and exterior architectural sketch renderings of the proposed housing.

[Subparagraph "2.1.1 CDMP Development Plan" continues on page 5.]

A comparison with current Army standards suggests that approximately 2,600 of the 2,862 existing housing units, which includes 112 historical units, will need renovation or replacement within the first 10 years of the Fort Meade project. Life-cycle renovation or replacement of the inventory will take place during the course of the Fort Meade project on a schedule to be agreed upon 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 address the family housing deficit at Fort Meade. A previous analysis by the Department of the Army estimated the deficit to be 308 units. The final housing deficit determination will be made during the CDMP process.

Expansion of Fort Meade's housing stock beyond that required to meet the deficit housing 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 determine these verified housing needs.

To further the Army's goals at Fort Meade, 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 Boards of Directors for Army Morale, Welfare and Recreation (MWR) organizations, the Army and Air Force Exchange Service (AAFES), and the Defense Commissary Agency (DeCA), and must be acceptable to 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 Meade residential housing community.

Documents required for compliance with the National Environmental Policy Act (NEPA) should also be developed as part of this plan. 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.

The development plan will include a subcontracting plan describing the developer's standards for selecting subcontractors to work on the Fort Meade 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 Meade 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 Meade 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 Meade project, including that 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 Meade 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 Meade residential housing community. At a minimum, the plan will specify appropriate performance standards and incentives designed to ensure that the Fort Meade residential community, including historic district areas, is effectively operated, maintained, and managed on a long-term basis at high levels of quality and upkeep. Compliance with the Historic Preservation Act is required. The operations, maintenance, and property management plan should also describe the developer's strategy for making capital improvements to the Fort Meade 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. 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 Meade 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 Meade 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 Meade 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 Meade project. During Phase 2, the developer will implement the CDMP as agreed to and approved by the Army in Phase 1. The Army will transfer ownership of the existing housing units and provide an appropriate interest in the underlying land to the developer 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 allocated to cover average utility usage – must not exceed the BAH for military services 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 Meade 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 Meade 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 service members 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 the Fort Meade 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 or their families. For housing units occupied by military personnel or their families, the developer is only responsible for utility costs up to that determined to be the "reasonable amount" allocated from BAH, as discussed previously.

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 Meade. If, for example, the Army agrees to pay differential lease payments to a developer for 10 years, the Army must, prior to Phase 2 implementation, obligate funds equal to the amount of the differential payment to be made over the 10-year period. Consequently, in their proposals developers should attempt to maximize total resources available for the Fort Meade 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 Meade 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 Meade 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 Meade 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 10Ks if the entity is publicly owned) requested under Section 4.3.3; resumes requested under Section 4.3.4; and “Offeror Representations and Certifications” requested in Appendix E.

4.2 Minimum Experience Requirements

The single-firm 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. One principal member must meet

minimum experience requirement 1 and one principal member must 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 residential development projects, each of which included a residential rental component of at least 350 units. These "managed projects" do not have to be the same projects (i.e., the “completed projects") discussed in number 1 above.

4.3 Qualifications

In the Statement of Qualifications, include the following information:

4.3.1 Experience

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

1. Name of Project

2. Location (address, city or town, county, state)

3. Land-Use Program/Phasing

4. Key Dates (for each project)

   - Date land acquired
   - Date construction started/ended
   - Date occupancy began

- If applicable, date sold or refinanced

5. Project Economics and Finance

- 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 provided
- Customer service levels and standards of performance
- Operation, maintenance, and property management services and related standards of performance, including services provided for historic properties
- 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
- Quality Control

8. Strategic Partnering and Relationship Issues

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

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

4.3.2 <u>Preliminary Project Concept Statement</u>

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 Meade. The developer's specific plans for the community development project at Fort Meade 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 Meade project. Beginning from the time of selection, describe your vision of how you would improve the Army family housing situation at Fort Meade. Your statement should include your firm's assessment of Army family housing needs at Fort Meade, including a general description of how you would enhance the aesthetic character and quality of the Fort Meade 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 Meade 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 Meade project in the Fort Meade 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.

4.3.3 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 Meade's 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 Meade 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 Meade project.)

- A written statement articulating the firm's strategy for financing the Fort Meade 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 4.3.5).

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

4.3.4 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 rental development projects, including providing for their construction, financing, and long-term operation and protection of existing historic aesthetic values.

- The name, address, telephone number, fax number, and e-mail address of the person authorized to represent your firm and to serve as the single point of contact during the developer selection and RFQ award process.

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

4.3.5 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 project concept as described in Section 4.3.2.

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

4.3.6 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 Meade (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 each 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.

4.3.7 Small Business Concerns as Subcontractors

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

- Describes the extent of participation of small business concerns in your firm 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 Meade 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, environmental issues, 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 Experience Requirements.” Only submissions that have met the minimum experience 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 evaluation of each Statement of Qualifications.

4.4.2 Award Based on Revised Submissions

While the Army intends to award the Fort Meade 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) Preliminary Project Concept, (3) Financial Capabilities, (4) Organizational Capabilities, (5) Financial Return, (6) Past Performance, 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 Meade 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, environmental management, and long-term operation, as well as recognizing and mitigating adverse 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 environmental and historic property treatment issues and conform to restrictions and guidelines for the environmental remediation and 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 another 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 Meade 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) 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 Preliminary Project 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 project concept for the long-term development, operation, maintenance, and property management of the military family housing community at Fort Meade, and the developer's creativity in meeting the Army's objectives. In reviewing a developer's preliminary project concept, the Evaluation Team will consider the following questions.

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

- Is the developer's approach to the Fort Meade project, including its plan for reinvestment and its plan for providing quality long-term operation, maintenance, and property management, practical and likely to succeed from a long-term business and financial standpoint?

- Does the developer's methodology and approach reflect Fort Meade's expectations of the development plan as summarized in Section 2.1.1? Additionally, does it integrate the Army's needs and the developer's capabilities and is it 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 activities and organizations such as AAFES or DeCA (see Section 2.1.1)?

4.5.3 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 Meade project on a long-term basis, and is the strategy supported by the developer's identified capabilities?

4.5.4 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 Meade 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, environmental management, 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 Meade 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 4.3.4) and any previous or current third-party certification of such ability.

4.5.5 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 Meade 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 Meade 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 Meade. 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. However, cost or price will not be the primary determinant of developer selection.

4.5.6 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 Meade 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 4.3.6, 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 4.3.6, 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.

4.5.7 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 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 required to implement 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 Meade 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. Prior to acceptance, the respondent may withdraw its submission. 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 2

APPENDIX A

SITE DESCRIPTION AND ECONOMICS OF FORT MEADE AND REGIONAL COMMUNITY AREAS

THE FOLLOWING INFORMATION IS SUPPLIED FOR BACKGROUND INFORMATION ONLY. HOWEVER, THE SPECIFIC INFORMATION PROVIDED HEREIN IS NOT MATERIAL TO ANY RFQ SUBMISSION, AND SHOULD NOT BE RELIED UPON IN MAKING A SUBMISSION.

1.0 SITE DESCRIPTION

Fort Meade is situated on 5,416 acres of land in Anne Arundel County, Maryland. It is one of the six installations under the command of the Military District of Washington, which is headquartered at Fort McNair, Washington, DC. Fort Meade is located approximately four miles east of Interstate 95 and one-half mile east of the Baltimore-Washington Parkway, between Maryland State Routes 175 and 198.

The mission of Fort Meade is to provide base support for facilities and infrastructure, as well as quality-of-life and protective services in support of Department of Defense activities and federal agencies. To accomplish this mission, Fort Meade has established the following goals:

- Reshape Fort Meade to satisfy customer requirements
- Improve quality-of-life for the Fort Meade community
- Ensure environmental stewardship
- Establish and resource a comprehensive, integrated installation plan for infrastructure and facilities
- Improve business practices, processes and services and eliminate impediments to efficient and effective operations
- Expand partnerships
- Prepare the workforce with skills for the 21st century.

The Fort Meade community has many services and facilities designed to meet the needs of its population. A large shopping complex at the Towne Center features an Army and Air Force Exchange System (AAFES) store, bank, bowling center, post office and commissary. In addition, the post houses a credit union, an ambulatory care center, two daycare centers, three chapels, a library, a theater, and an arts and crafts shop.

Fort Meade has a significant impact on the local economy. The annual civilian payroll is more than $1.4 billion; the military payroll is more than $410 million. Fort Meade is one of Maryland's largest employment centers. Its location between the port city of Baltimore and the nation's capitol of Washington, DC, in conjunction with its proximity to interstate highways, airports, and railroads, serves to reinforce the installation's continuing importance and prominence.

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

Fort Meade	www.ftmeade.army.mil
Military District of Washington:	www.mdw.army.mil
Maryland State (Maryland Electronic Capital):	www.mec.state.md.us
Anne Arundel County Online	www.annearundelonline.com/
Anne Arundel Economic Development Corporation	www.aaedc.org/
Anne Arundel County Gov't:	www.co.anne-arundel.md.us
Maryland Department of Business and Economic Development	www.mdbusiness.state.md.us/
Maryland Department of Assessments and Taxation:	www.dat.state.md.us

1.1 Installation Population

There are more than 25,000 civilian employees and 11,670 military personnel working and living on the Fort Meade installation. It is home to 78 tenant organizations from all four military services. Some of Fort Meade's major tenants include National Security Agency; 694th Intelligence Group (U.S. Air Force); 902nd Military Intelligence Group and 704th Military Intelligence Brigade (U.S. Army); Naval Security Group Activity (U.S. Navy); the Defense Information School; U.S. Army Field Band; and Environmental Science Center (U.S. Environmental Protection Agency).

1.2 Housing

Housing Policy. The Army Family Housing Management in the National Capital Region is unique. A 1990 Military District of Washington (MDW) housing policy allows service members assigned to the greater Washington, DC area to apply for family housing at the installation of their choice: Fort Myer, Fort McNair, Fort Belvoir, Fort Meade, Fort Detrick, or the Walter Reed Army Medical Center. The greater Washington, DC area includes the above-named installations and the area within 30 miles or a one-hour commuting distance from them. Service members can be on only one installations' waiting list at a time. The Basic Allowance for Housing (BAH) varies for service members housed on Fort Meade, even for the same pay grades, depending on the location of the service member's duty station. This BAH issue will be addressed and included in the CDMP development.

***Family Housing*.** Fort Meade's on-post family housing inventory, which is the focus of this RFQ, is detailed in Appendix B.

***Single Soldier Housing*.** Accommodations for single, permanently

assigned personnel resemble college dormitories in the private sector. Each unit contains a bedroom, living room, private bath and kitchenette. Fort Meade has 36 such units for permanent, single officers and 30 units for senior, single enlisted personnel.

Hotel-style Accommodations. A total of 198 transient lodging units accommodate the needs of short-term visitors, usually military members or civilian employees on temporary duty at Fort Meade. The seven distinguished visitor quarters (DVQ) units contain one or two bedrooms, living room, private bath and kitchen or kitchenette. Of the remaining transient units, 44 contain a bedroom, living room and private bath; 114 are single rooms with shared baths; and 33 are single rooms with private bath.

***Temporary Housing*.** Fifty-four units on the installation are reserved primarily for the use of military families relocating to and from other installations. They are contained in a facility managed like a small, self-supporting hotel, which takes care of short-term family housing needs. These units are not part of the on-post family housing inventory described in Appendix B.

Anne Arundel County. Anne Arundel County, Maryland offers a variety of communities and housing. Historic townhouses and classic federal-style buildings joined by brick walkways populate maritime Annapolis, while the modern townhouses, apartments and professional offices of Glen Burnie mark a thriving local business hub.

The current Anne Arundel County rental housing market has an estimated vacancy rate of 2.0 percent, with an average monthly rental rate of about $710. In 1999, the average house in Anne Arundel County sold for $153,684.

1.3 Existing Installation and Community Facilities and Services

Schools. There are seven schools on the installation property: four elementary schools with a total capacity of 1,700 students; two middle schools with a total capacity of 1,600 students; and a senior high school with a capacity of 1,800 students. The Anne Arundel County Public School Board governs these schools.

Health Care. The Kimbrough Ambulatory Care Center provides outpatient care, with additional health care services provided by the numerous private and public treatment facilities in the Baltimore-Washington area. These facilities cooperate with Kimbrough Ambulatory Care Center regarding emergency preparedness procedures. Veterinary care is available at the Veterinary Treatment Facility (VTF).

Recreation. The primary recreation building is the Gaffney Fitness Center. It has three racquetball courts, sauna room, free weight room, aerobics

facilities, a 23-station strength and conditioning area, indoor swimming pool, and separate locker room facilities for 150 women and 350 men. Across the street is an outdoor football/soccer stadium with a track. Military members and their families also have access to Fort Meade's two 18-hole golf courses, tennis courts, a state-of-the-art post movie theater, a library and a riding stable. An outdoor recreation trail for joggers and walkers loops the perimeter of the golf courses. A field house provides for indoor physical training and intramural sports activities, and numerous ball fields located throughout the post provide for outdoor intramural sports games. Three outdoor swimming pools, open from Memorial Day to Labor Day, are located on post, all in the vicinity of the historic district. A bowling facility is located at the shopping center near the Army and Air Force Exchange System (AAFES) store and was recently enlarged to 36 lanes.

Child Development Services (CDS). Child Development Services provides center-based, quarters-based, and supplemental child care programs for children ages six to 12 years. Full-day care is provided up to 11.5 hours per day. Hourly care is provided for children attending on an intermittent basis, up to 25 hours per week.

Fort Meade has two Army Child Development Centers (CDC), each with an average capacity of 285. CDC enrollment has been at 100 percent since 1997. As of June 1998, 69 children, all under 2 years old, were on the waiting list for placement in CDC or Family Child Care (FCC) homes. In addition, 344 children were on the CDC preference for care waiting list (they were being cared for in FCC homes or civilian programs off-post, but their parents would prefer care in an Army CDC).

Burba Park. This park is centered on Burba Lake, in the historic area of Fort Meade. A paved walking and biking trail meanders around the lake for recreation. Five picnic pavilions and a cottage are available on a reservation basis for a nominal fee. There is also a playground.

Chapels and Religious Facilities. The installation’s three chapels and Family Life Center provide religious services. These facilities can accommodate religious services of all kinds, such as prayer, weddings, funerals, and counseling, for military members, their families and retirees.

Craft/Hobby Center. Fort Meade houses a craft/hobby center, which provides facilities and instruction for military members, their families, retirees and DoD civilian employees. Facilities include a T-shirt shop, photo lab, and framing shop as well as areas for woodworking, engraving, ceramics and auto repair.

Retail Stores. A large shopping center complex, near the center of Fort Meade, hosts the commissary, Army and Air Force Exchange (AAFES) store and a variety of concessions. Some of the services available at the complex are beauty and barber services, shoe repair, retail jewelry, watch repair, dry cleaning,

flower shops, tailoring, eye care, video rental and laundry. Additionally, smaller convenience stores, known as Shopettes, are dispersed throughout the installation.

***Fort Meade Museum*.** The Fort George G. Meade U. S. Army Museum was established in 1963 as the First U.S. Army Museum. Its purpose is two-fold: to collect, preserve, study and exhibit military artifacts, particularly those items related to Fort Meade and the U.S. Army, and to provide educational services.

Youth Services. The Youth Services (YS) Program was established at Fort Meade to provide meaningful, organized, leisure time activities for youth on post. YS is responsible for developing coordinated sports, social, educational, and recreational programs for children grades 1 through 12. Currently, YS programs include a year-round sports program, dances, holiday activities, art classes, piano lessons, a before and after-school program, summer day camp, and many special events. These activities are designed to meet the recreational interests and needs of the post's young people and to assist in preparing them for responsible citizenship.

1.4 Infrastructure

Fort Meade is in the process of privatizing its utility plants and distribution systems. A Request for Proposal to privatize the electric and gas systems is being solicited and is scheduled for award within the next year. The water and wastewater systems will be privatized separately under a different contract. Additionally, the Military District of Washington recently entered into an Energy Savings Procurement Contract (ESPC). As part of this contract, the contractor, VironPepco, will be installing ground source heat pumps in each of the post's 112 historic units. VironPepco will own these pumps and all related equipment for a period of 18 years, after which they will become the property of the government. During the contract period VironPepco will have responsibility for maintenance and repair of the equipment they own. The activities under the ESPC contract will need to be coordinated with the developer during preparation and implementation of the CDMP.

Today, Fort Meade owns and operates the following:

- *Electric* – Distribution infrastructure only, no production
- *Gas* – Distribution infrastructure only, no production
- *Steam Heat* – Generation and distribution infrastructure (note: steam heat is not used in the family housing areas)
- *Water* – Water Treatment Plant and Distribution infrastructure
- *Sewer* – Wastewater Treatment Plant and Collection infrastructure
- *Refuse collection* – A private contractor collects household refuse and

yard waste weekly from the installation

- *Recycling* – A Recycling Center is located on Fort Meade, accepting paper, plastic, aluminum, steel and glass products. Recycling is currently mandatory for those who live and work at Fort Meade. Curbside service is provided by the Department of Public Works (DPW) to most housing areas. Additionally, 5 drop-off centers are available, located throughout the post. Motor oil is accepted for recycling at Building 2250.
- *Fire Protection* – The Fort Meade Fire Department operates from two stations. The main headquarters station located in Building 4230 at Rock and Roberts Avenues, houses two engine companies, one rescue truck, and fire prevention and administrative offices. The second station house is located at Tipton Airfield and houses two crash rescue companies and a ladder truck. The airfield and the second station are in the process of being transferred to Anne Arundel County.

2.0 BUILDING GUIDELINES AND CONDITIONS

2.1 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 compatible with existing architectural and design guidelines.

***Architectural Style*.** Most of the housing at Fort Meade was constructed in the late 1950s and early 1970s, and the homes have the architectural style typical of those periods. New and replacement construction in recent years has been designed to today's modern standards with family rooms, separate laundry areas, and more amenities. New housing under this program should also be constructed in accordance with modern styles and accepted industry standards. A Programmatic Agreement will be executed by Fort Meade, the developer and the State Historic Preservation Office (SHPO), detailing the guidelines of the rehabilitation, maintenance and operation of the historic housing.

***Height*.** No new or altered building may be higher than three stories, or 44 feet as measured from the ground to the highest point on the roof ridge. Generally, two stories are recommended.

2.2 Other Conditions

***Jurisdiction*.** Fort Meade will maintain exclusive federal jurisdiction over the real estate within the borders of the installation.

***Development in Industrial Area*.** Construction of family housing residences will not be allowed in the installation's industrial or training areas.

Fort Meade may consider construction of housing-related administrative and maintenance facilities in the industrial area.

Americans with Disabilities Act. The CDMP must meet the requirements of this Act. Both new construction and revitalization of housing units will be accessible for, or readily and easily modifiable for, use by person's with disabilities. The actual number housing units will be agreed upon between the developer and the government during the CDMP process.

Installation and Facility Access. Fort Meade is considered an "open post." Except during a state of heightened national security, the public is allowed free vehicular access to the roads of Fort Meade. Access to installation facilities, including housing units, is generally limited to military members, their visitors, DoD civilians and DoD contractors. To a limited extent, the public may be authorized access to other community facilities. On a case-by-case basis, Fort Meade and the selected developer will establish the conditions that may limit or extend access to community facilities.

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

When most of the housing units were constructed, asbestos-containing materials and lead-based paint were widely used. These materials are still present and will require appropriate and legal abatement during renovation work or demolition.

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

3.0 ANNE ARUNDEL COUNTY

The Anne Arundel Economic Development Corporation provided the following information. This material does not necessarily represent the official view of the Department of Army.

3.1 Communities

In the southern part of the county, you can still find farms, gently rolling pastureland and executive estates. Along the county's 432 miles of shoreline, there is an abundance of waterfront properties with spectacular views of the Chesapeake Bay and its tributaries.

Six Planned Unit Developments (PUDs) will add more than 13,000 new homes to the county when completed. Four of the six developments are in West County, one is in South County, and the sixth is a 71-acre mixed-use development in the central part of the county, which includes 375 senior and assisted-living units.

West Anne Arundel County boasts a variety of residential neighborhoods to suit all lifestyles. The County's proximity to Baltimore and Washington, in addition to the significant commercial development in the area, has driven the impressive growth of a number of planned communities. Since 1980, there has been a 56 percent housing growth in areas near and around Fort Meade. Plus, it is expected that residential units will multiply by an additional 45 percent by the year 2010.

3.2 County History

West Anne Arundel County became prominent in the late 1860s as an important thoroughfare for the Baltimore and Potomac Railroad. Oden Bowie, for which the city of Odenton is named, became president of the Railroad in 1860 and helped to create the link between Baltimore, Washington, and Annapolis. Due to Odenton's geographic location between the three cities, it was an ideal location for a train station. The area eventually became the home of families who were connected with the railway.

3.3 Business Facts

West Anne Arundel County's proximity to Baltimore and Washington allows access to a wide array of business, science and technology resources. In addition, more than 150 foreign embassies, and chanceries, one-third of the nation's trade associations, and a host of national and international corporations and organizations are all within the County's vicinity. While Anne Arundel County's economy is predominately driven by government-related activities, there is a significant presence by high-technology communications, distribution and computerized support services. Growing industries also include environmental technology, regional data centers and life sciences.

Baltimore-Washington International Airport (BWI), located in the county, has a growing base of international and domestic carriers. The BWI area has become a hub of commercial and industrial development that supports 50 percent of all jobs and 57 percent of all companies in the region. It is clear that the West County area is a hotbed for business and industry, and it is assured a bright future of continued growth.

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 1 identifies the Cost of Living Index for the Baltimore and Washington, DC Region.

Table A-1. Regional Cost of Living Index

Metropolitan Area	Composite	Grocery	HSNG	Utilities	Trans	Health Care	Misc. Goods & Services
Washington DC-MD-VA-WV	137.8	110.2	196.0	97.1	136.4	123.4	114.4
Baltimore MD	97.0	97.2	92.4	121.0	97.1	94.0	95.5

4. Other Facts about Anne Arundel County:

- Northrop Grumman is the county's largest private employer with more than 6,600 employees.
- Annapolis is the Maryland State capital, the Anne Arundel county seat and the home of the U.S. Naval Academy.
- Maryland ranks 5th in the nation in the percentage of people over age 25 with college degrees. Maryland's 26.5 percent is a higher percentage than Virginia or California.
- Anne Arundel County has a larger population than 97 percent of all the counties in the United States.
- The county's largest government employer, National Security Agency, is the largest employer of mathematicians in the world.
- Anne Arundel County accounts for 23 percent of all high tech employment in Maryland.
- Tourists spend $1.4 billion in Anne Arundel County annually.
- Over 4 million visitors come to Anne Arundel County each year.
- Anne Arundel County is part of the Baltimore-Washington Common Market, the 4th largest in the United States.
- Over 33 percent of the United States are within overnight trucking distance of Anne Arundel County.
- The Top 5 Government Employers Are: National Security Agency (25,000), Ft. Meade (11,670), State of Maryland (9116), Anne Arundel County Public Schools (7784), Anne Arundel County (3783).
- The Top 5 Private Employers Are: Northrop Grumman ESSD & Oceanic Systems (6679), U.S. Airways (2350), North Arundel Health System (1900), Anne Arundel Health System (1800), Giant Food (1239).

Demographic Information

Table A-2. Population

Year	Anne Arundel County	Baltimore PMSA*	Maryland
1990	427,239	2,382,172	4,780,753
1995	460,475	2,470,775	5,038,350
2000**	480,200	2,527,200	5,274,850
2005**	501,000	2,605,400	5,520,750
2010**	511,200	2,665,700	5,719,900
2015**	522,400	2,719,800	5,909,650

**Represents Baltimore City, Anne Arundel, Baltimore, Carroll, Harford, Howard, & Queen Annes Counties.*
***Estimated.*

Table A-3. 1996 Population and Distribution

AGE	MALE	FEMALE	TOTAL
Under 5	15,890	15,130	31,020
5-19	49,420	44,940	94,360
20-44	98,550	93,160	191,710
45-64	50,140	49,440	99,850
65 and over	19,420	27,030	46,450
TOTAL	233,420	229,700	463,120

Table A-4. Unemployment Rate

DATE	COUNTY	STATE	REGION
Dec 98	2.6%	3.5%	3.9%
Dec 99	2.1%	2.8%	3.1%

Table A-5. Income and Consumer Price Index for 1997

CONSUMER	INCOME
Median Household Income	**$55,342**
Median Family Income	$61,351
Per Capita Personal Income	$25,561

Table A-6. Employment and Payroll (First Quarter 1999)

Industry	*Annual Avg Employment*	*Percent**	*Avg Weekly Wage/ Worker*
*Federal Government	8,130	4.5%	$898
State Government	8,381	4.7%	$597
Local Government	16, 553	9.3%	$712
Private Employment	147,700	81.6%	$651
Construction	11,539	6.3%	$731
Manufacture	15,477	8.6%	$957
Transportation, Communications, Utilities	13,539	7.3%	$830
Wholesale Trade	8,127	4.6%	$910
Retail Trade	40,521	22.1%	$367
Finance, Insurance, & Real Estate	6,062	3.4%	$801
Services	50,172	27.9%	$666
Other	2,368	1.2%	$522
Total	**180,563**	**100.0%**	**$665**
Reporting Units	12,067		

**Percentages have been rounded. The Federal Government numbers may be under reported.*

APPENDIX B

FORT MEADE DEMOGRAPHICS

THE FOLLOWING INFORMATION IS SUPPLIED FOR BACKGROUND INFORMATION ONLY. HOWEVER, THE SPECIFIC INFORMATION PROFIDED HEREIN, IS NOT MATERIAL TO ANY RFQ SUBMISSION, AND SHOULD NOT BE RELIED UPON IN MAKING A SUBMISSION

1.0 FORT MEADE POPULATION

The following tables depict current housing demographics and potential revenue based on Basic Allowance for Housing (BAH) rates for Calendar Year (CY) 2000.

Table B-1. Estimated Monthly Earnings Potential

This table shows the actual assignment of quarters and the monthly rental income the developer could expect from Fort Meade, based on BAH rates. The actual BAH stream will vary over time based on the pay grade of the person who resides in the unit. (Unless otherwise indicated, data is as of the week of February 23, 2000).

Pay Grade	BAH Rate with Dependents *	2 Bedroom Units on Post	3 Bedroom Units on Post	4 Bedroom Units on Post	Total Post Housing Assigned by Rank**	Potential Monthly Income - Fort Meade
E-1	$ 774	13	7	-	20	**$ 15,480**
E-2	$ 774	42	21	-	63	**$ 48,762**
E-3	$ 774	159	48	2	209	**$ 161,766**
E-4	$ 813	315	237	10	562	**$ 456,906**
E-5	$ 874	212	445	59	716	**$ 625,784**
E-6	$ 1,148	85	330	55	470	**$ 539,560**
E-7	$ 1,183	-	158	114	272	**$ 321,776**
E-8	$ 1,222	-	23	34	57	**$ 69,654**
E-9	$ 1,303	-	1	43	44	**$ 57,332**
WO-1	$ 1,148	-	11	6	17	**$ 19,516**
O-1	$ 910	5	20	1	26	**$ 23,660**
O1-E	$ 1,191	5	9	2	16	**$ 19,056**
WO-2	$ 1,199	2	20	5	27	**$ 32,373**
O-2	$ 1,141	4	18	-	22	**$ 25,102**
O-2E	$ 1,239	2	2	1	5	**$ 6,195**
WO-3	$ 1,247	-	13	-	13	**$ 16,211**
O-3	$ 1,245	11	75	16	102	**$ 126,990**
O-3E	$ 1,339	-	4	-	4	**$ 5,356**
WO-4	$ 1,325	-	6	-	6	**$ 7,950**
O-4	$ 1,454	-	87	11	98	**$ 142,492**
WO-5	$ 1,416	-	1	-	1	**$ 1,416**
O-5	$ 1,601	-	48	3	51	**$ 81,651**
O-6	$ 1,615	-	54	1	55	**$ 88,825**
O-7-O-10	$ 1,634	-	3	3	6	**$ 9,804**
Totals:	**N/A**	**855**	**1,641**	**366**	**2,862**	**$ 2,903,617**

*** As of 1 March 2000**
**** Adjusted to reflect 100% occupancy.**

Table B-2. Housing Inventory by Date of Construction

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

HSG AREA	YR BUILT	GRADE	2BR	3BR	4BR	TOTAL
Historic District	1932	GFO	0	3	3	6
Historic District	1932	SGO	0	54	1	55
Historic District	1932	SNCO	0	0	51	51
MacArthur Manor	1968	FGO	0	16	4	20
MacArthur Manor	1971	SNCO	0	182	140	496
MacArthur Manor	1968	JNCO	128	154	76	184
Clark Road	1996	JNCO	45	90	12	147
Argonne Hills	1959	FGO	0	126	0	126
Argonne Hills	1959	CGO	29	124	11	164
Argonne Hills	1959	JNCO	504	586	20	1,110
Geraghty Village	1950	CGO	0	48	0	48
Shea Court	1971	FGO	0	0	10	10
Shea Court	1971	CGO	0	0	20	20
Shea Court	1971	JNCO	60	0	0	60
New Meade Heights	1995	JNCO	27	72	16	115
Old Meade Heights	1958	JNCO	62	186	2	250
TOTAL			**855**	**1,641**	**366**	**2,862**

GFO – General/Flag Officer
FGO – Field Grade Officer
SNCO – Senior Non-Commissioned Officer
SGO – Senior Grade Officer
CGO – Company Grade Officer
JNCO – Junior Non-Commissioned Officer

Table B-3. Housing Inventory by Grade Category

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

GRADE CAT	2BR	3BR	4BR	TOTAL
GFO	0	3	3	6
SGO	0	54	1	55
FGO	0	142	14	156
CGO	29	172	31	232
SNCO	0	182	191	373
JNCO	826	1,088	126	2,040
TOTAL	**855**	**1,641**	**366**	**2,862**

GFO – General/Flag Officer
FGO – Field Grade Officer
SNCO – Senior Non-Commissioned Officer
SGO – Senior Grade Officer
CGO – Company Grade Officer
JNCO – Junior Non-Commissioned Officer

Table B-4. Additional Estimated Monthly Earnings After Housing Deficit Eliminated

The following table represents an estimate of earnings after 308 houses are constructed and occupied to eliminate the current housing deficit. It assumes the grade structure for the new units will be identical to that used for existing units.

Grade Category	Rank by Category	Number of Quarters	Percentage of Quarters	BAH Rate*	Estimated Monthly Earnings
JNCO	E1	3	1%	$ 774	$ 2,322
	E2	9	3%	$ 774	$ 6,966
	E3	32	10%	$ 774	$ 24,768
	E4	84	27%	$ 813	$ 68,292
	E5	108	35%	$ 874	$ 94,392
	E6	71	23%	$ 1,148	$ 81,508
Total		**308**	**100%**		**$ 278,248**
GRAND TOTAL		**3,170**			**$ 3,181,865**

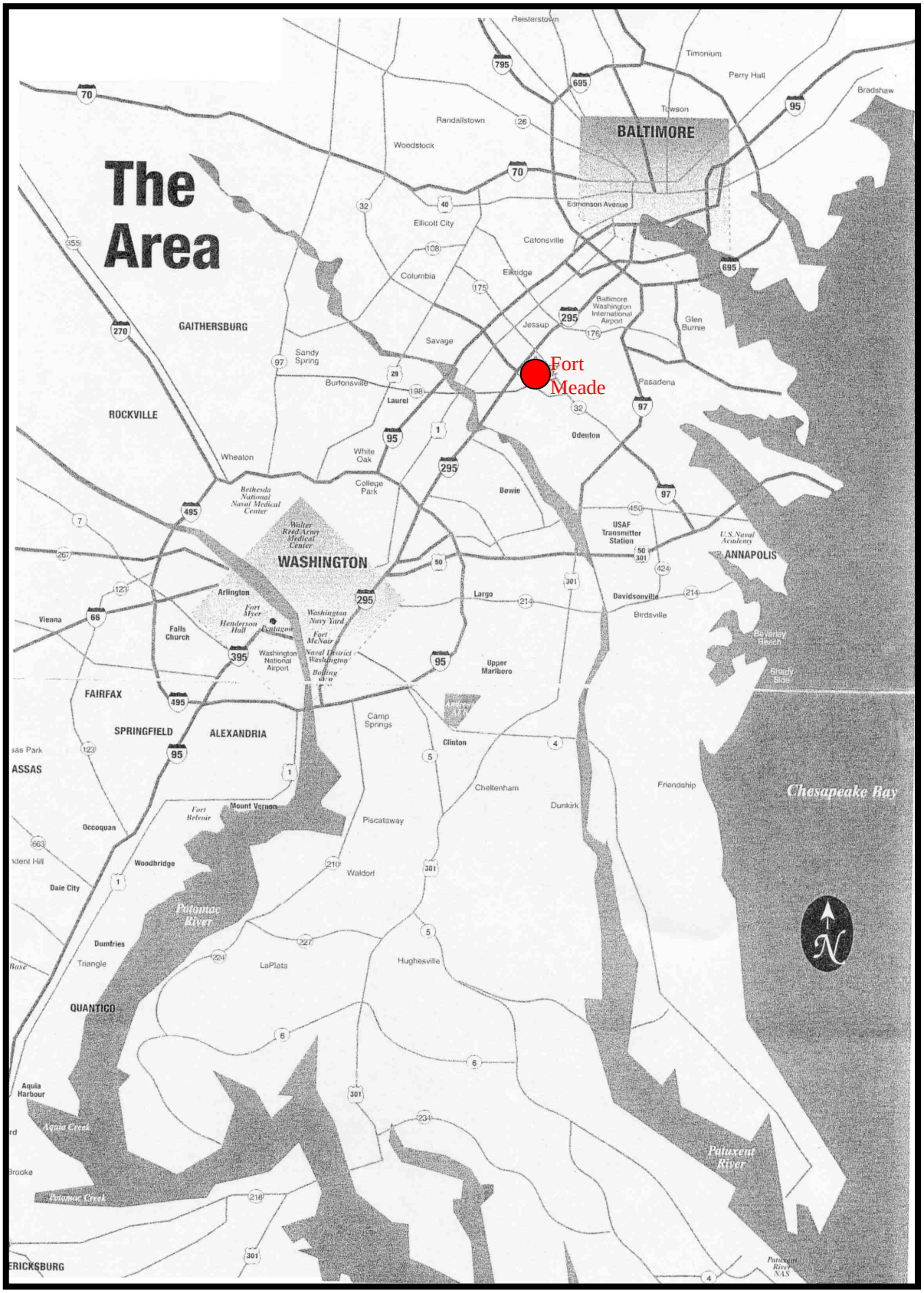
* As of 1 March 2000

APPENDIX C

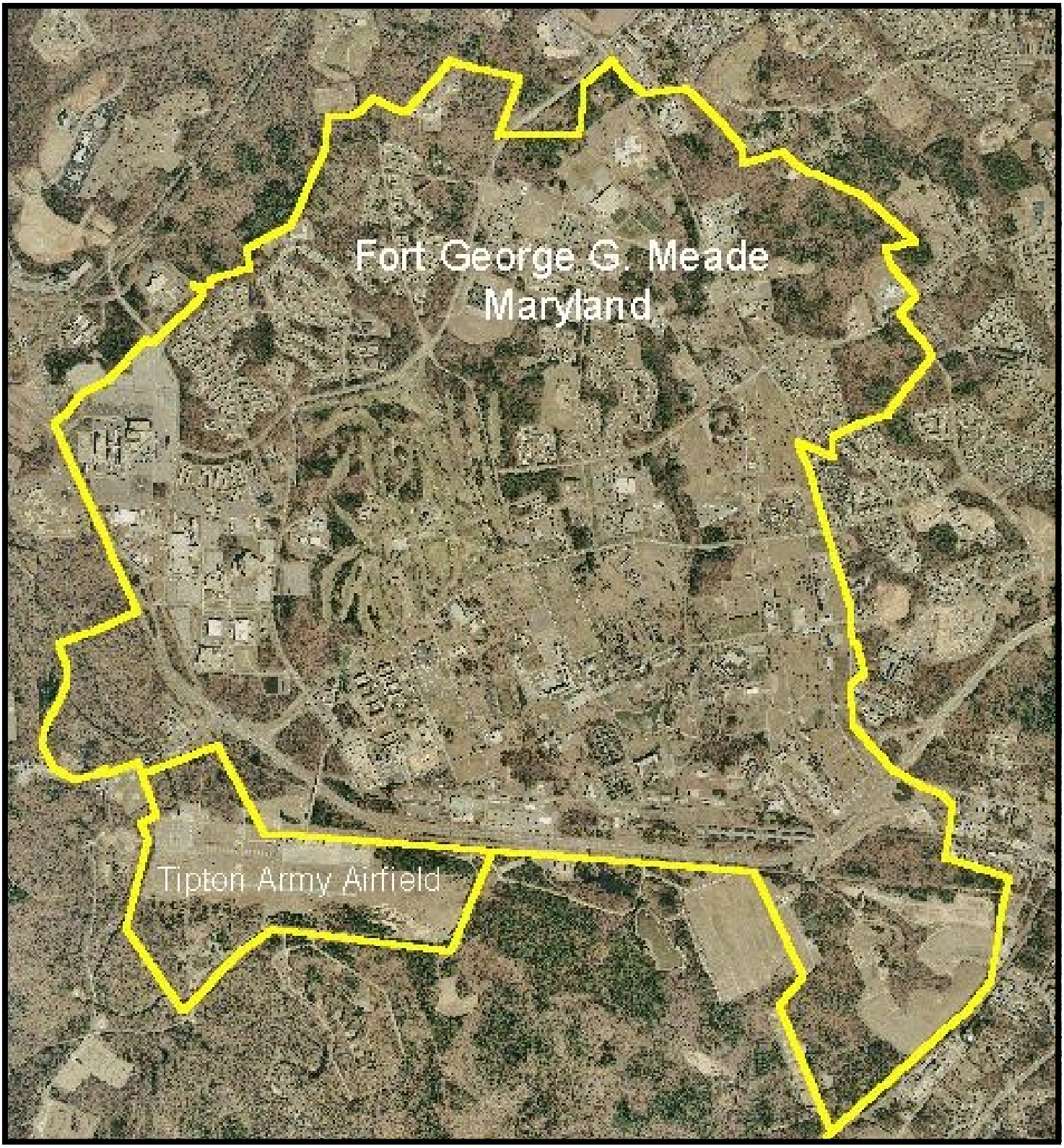
FORT MEADE MASTER PLAN, AERIAL PHOTOGRAPHS AND INFORMATION MAPS

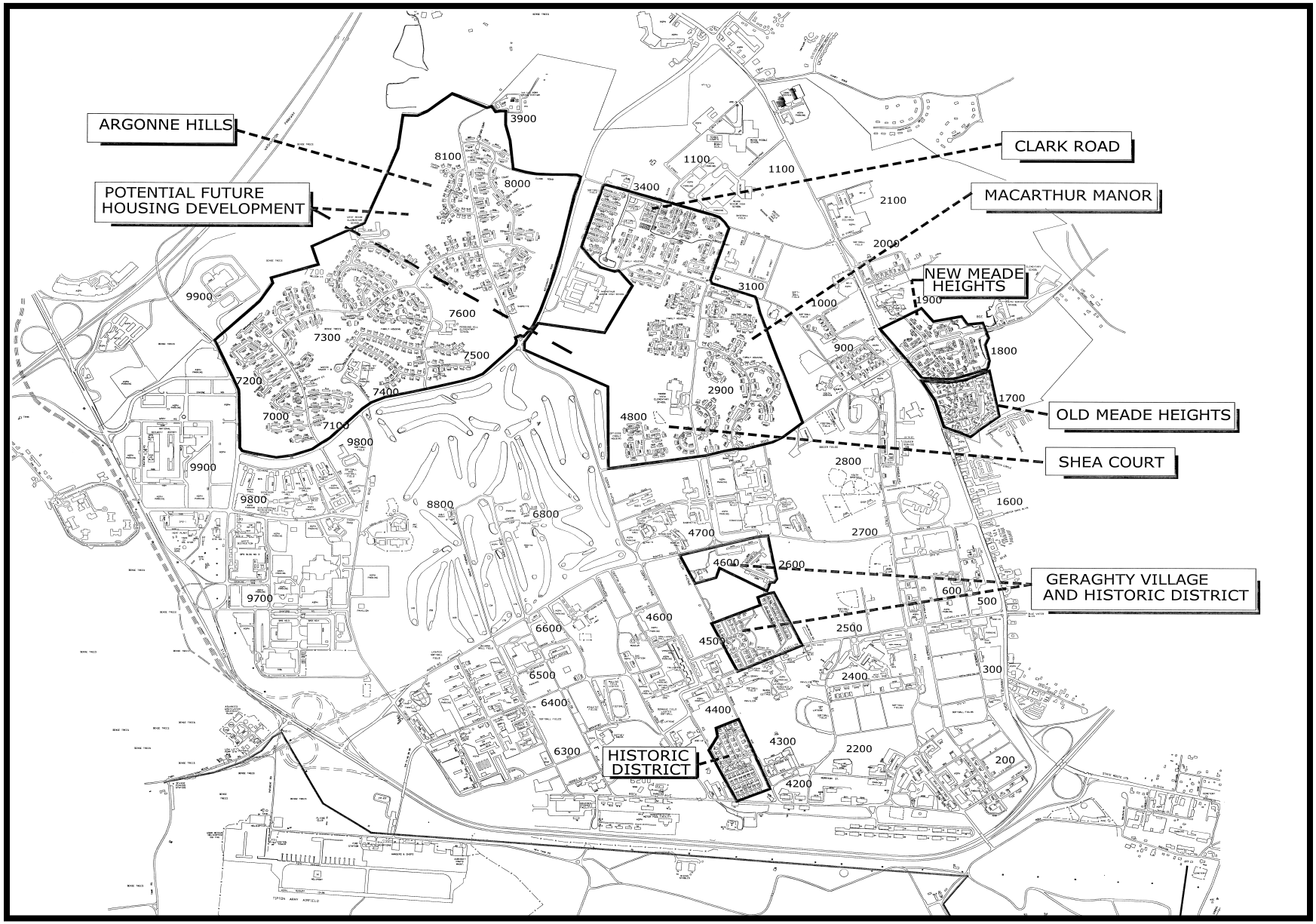
THE FOLLOWING INFORMATION IS SUPPLIED FOR BACKGROUND INFORMATION ONLY. HOWEVER, THE SPECIFIC INFORMATION PROVIDED HEREIN IS NOT MATERIAL TO ANY RFQ SUBMISSION, AND SHOULD NOT BE RELIED UPON IN MAKING A SUBMISSION

Baltimore, MD – Fort Meade – Washington, DC Vicinity Map



Fort Meade Aerial Photograph




ARGONNE HILLS
POTENTIAL FUTURE HOUSING DEVELOPMENT
CLARK ROAD
MACARTHUR MANOR
NEW MEADE HEIGHTS
OLD MEADE HEIGHTS
SHEA COURT
GERAGHTY VILLAGE AND HISTORIC DISTRICT
HISTORIC DISTRICT
3900
8100
8000
1100
1100
3400
2100
2000
3100
1900
1000
900
1800
1700
9900
7600
7300
7500
7200
7400
7000
7100
9800
4800
2900
2800
1600
9900
9800
8800
6800
4700
2700
4600
2600
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4300
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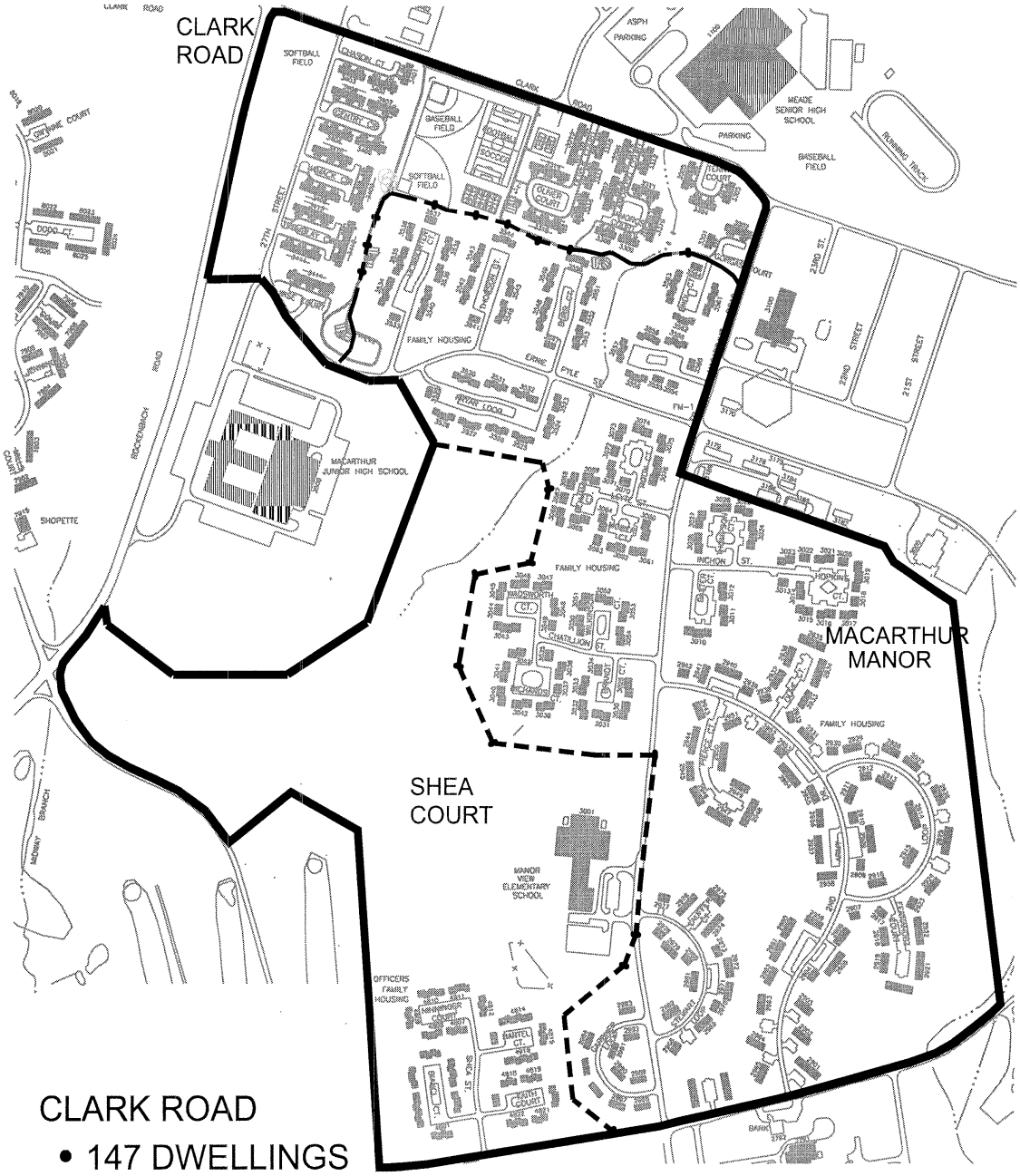
6300
4200



CLARK ROAD

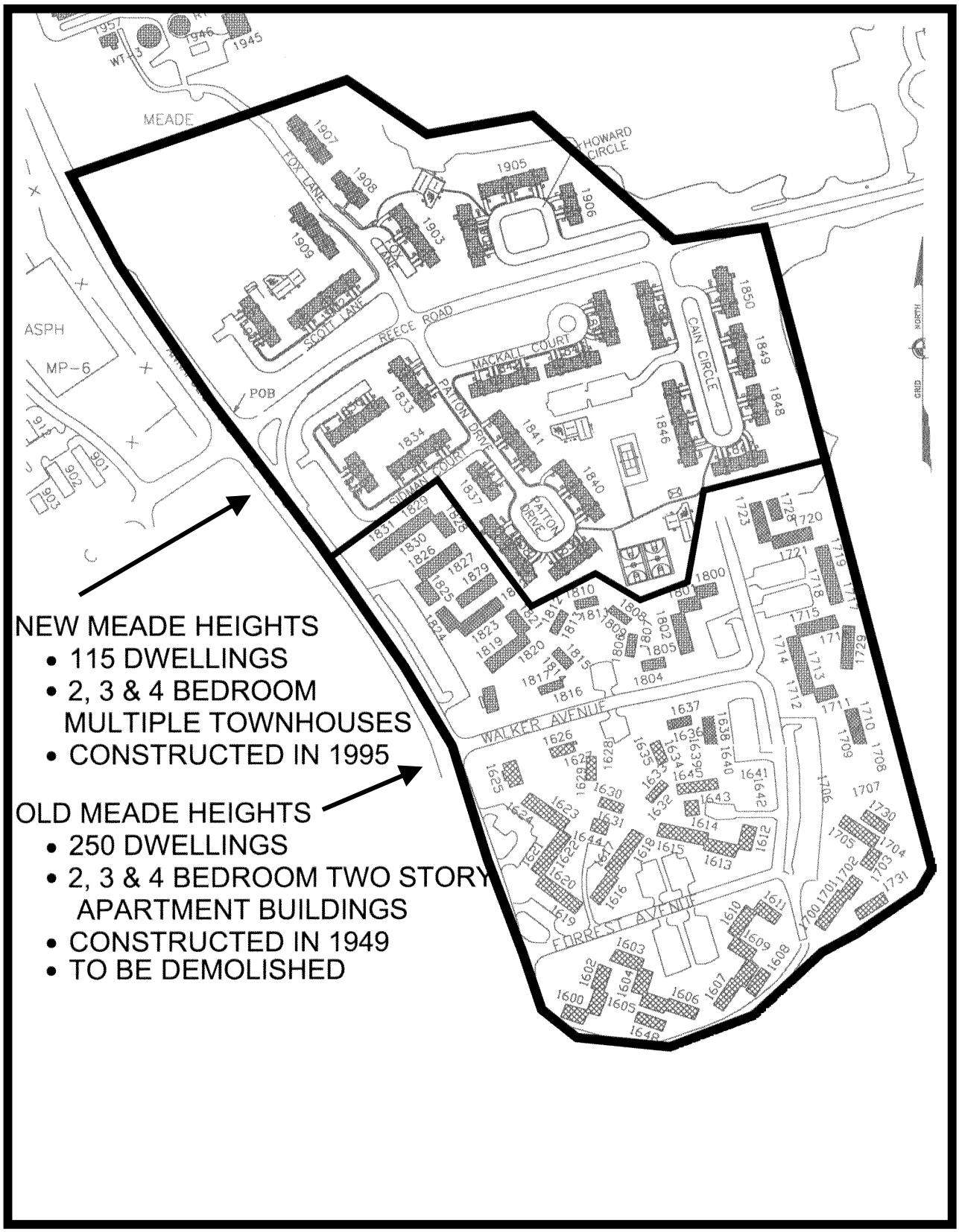
- 147 DWELLINGS
- 2, 3 & 4 BEDROOM MULTIPLEX TOWNHOUSES
- CONSTRUCTED IN 1996

MACARTHUR MANOR

- 700 DWELLINGS
- 2, 3 & 4 BEDROOM MULTIPLEX TOWNHOUSES
- CONSTRUCTED IN 1968 - 1971

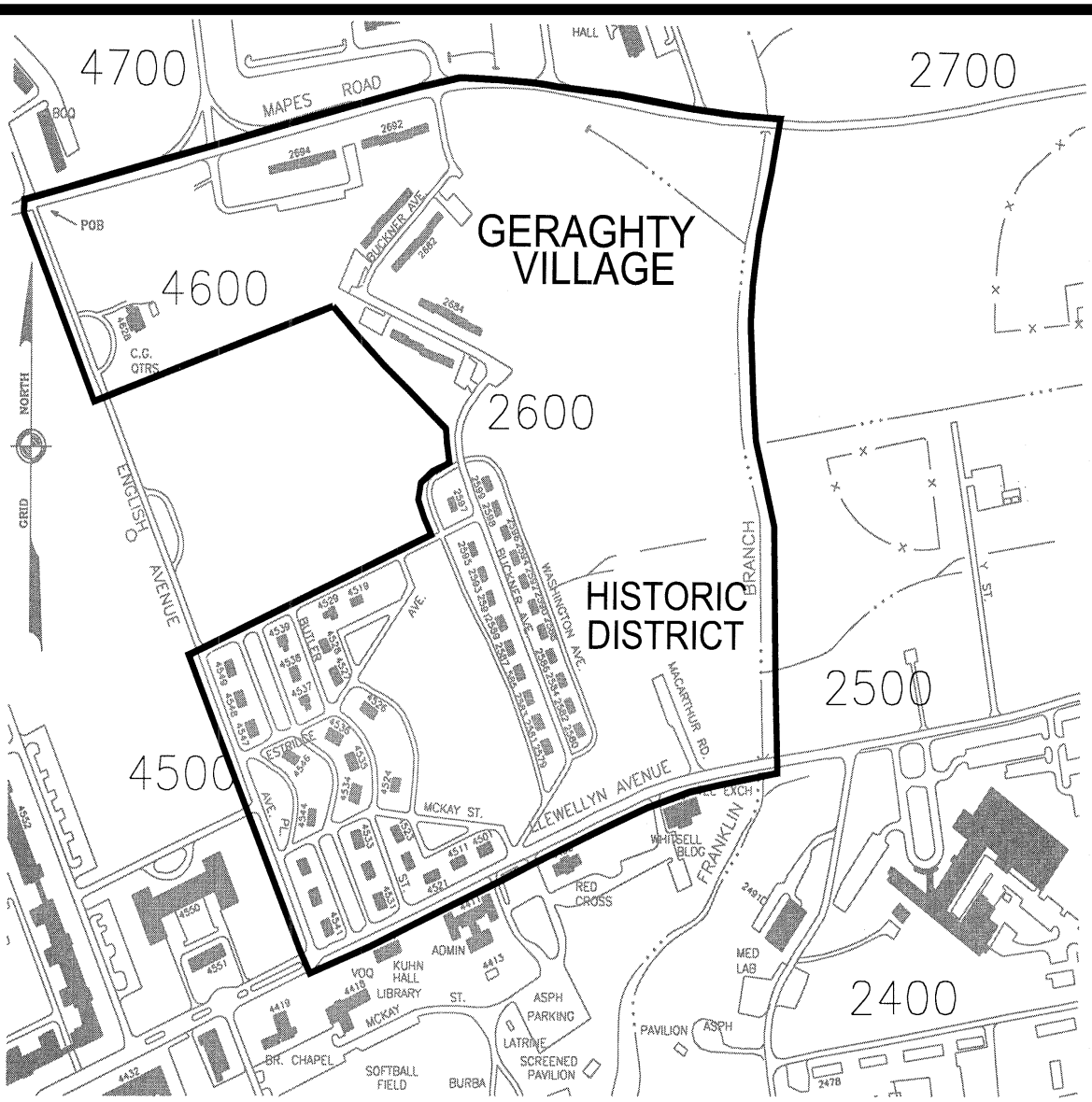
SHEA COURT

- 90 DWELLINGS
- 2 & 4 BEDROOM MULTIPLEX TOWNHOUSES & DUPLEXES
- CONSTRUCTED IN 1971



NEW MEADE HEIGHTS
- 115 DWELLINGS
- 2, 3 & 4 BEDROOM MULTIPLE TOWNHOUSES
- CONSTRUCTED IN 1995

OLD MEADE HEIGHTS
- 250 DWELLINGS
- 2, 3 & 4 BEDROOM TWO STORY APARTMENT BUILDINGS
- CONSTRUCTED IN 1949
- TO BE DEMOLISHED

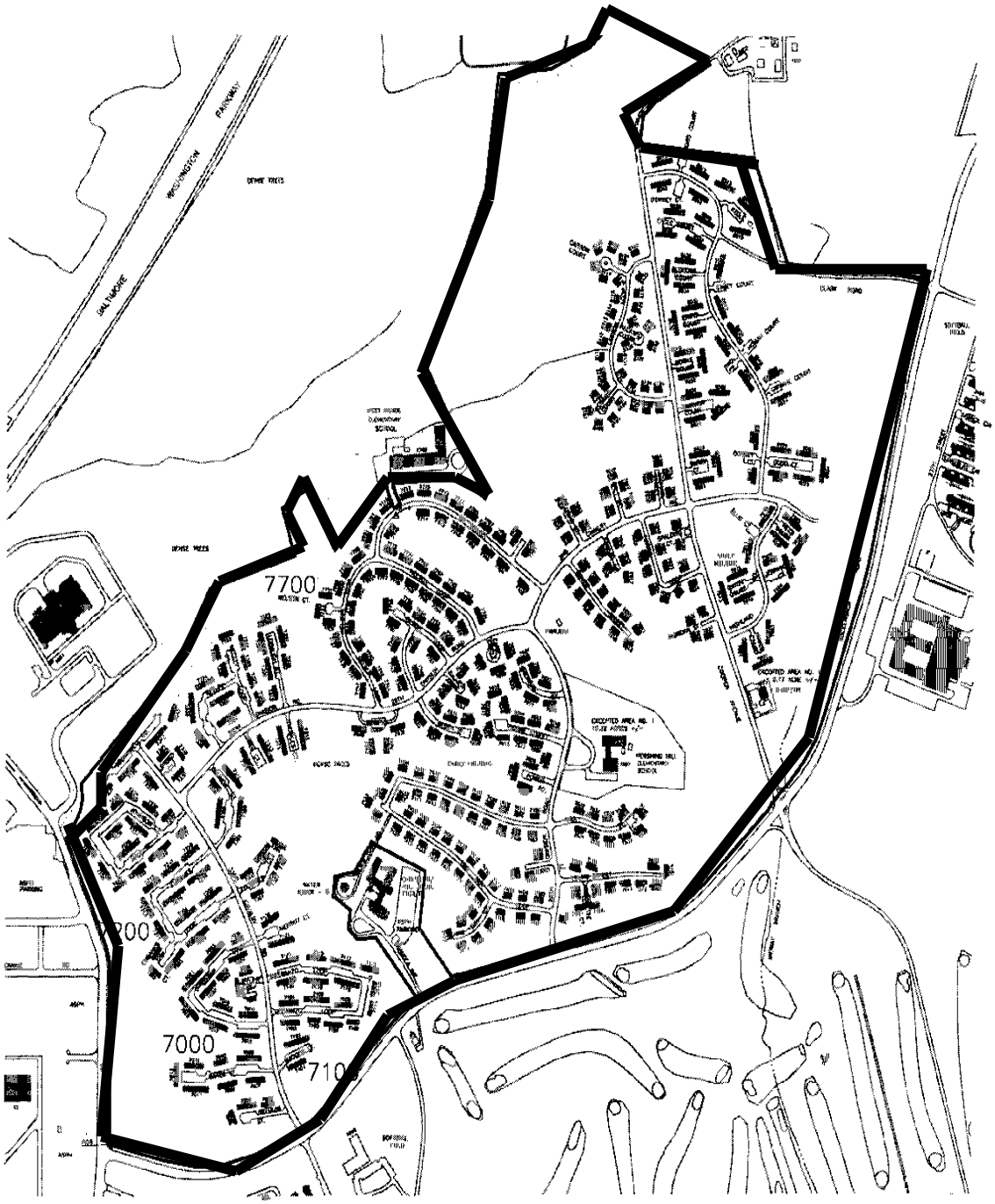


GERAGHTY VILLAGE

- 48 DWELLINGS
- 3 BEDROOM TOWNHOUSES
- CONSTRUCTED IN 1950

HISTORIC DISTRICT

- 50 DWELLINGS
- 3 & 4 BEDROOM SINGLE UNITS
- CONSTRUCTED IN 1932



ARGONNE HILLS

- 1,400 DWELLINGS TOTAL
- 2, 3 & 4 BEDROOM
- CONSTRUCTED BETWEEN 1959 - 1962

HISTORIC DISTRICT

- 62 DWELLINGS
- 3 & 4 BEDROOM SINGLE UNITS
- CONSTRUCTED IN 1932

APPENDIX D

OMB SCORING GUIDANCE

THE FOLLOWING INFORMATION IS SUPPLIED FOR BACKGROUND AND IS AN ATTEMPT TO SUMMARIZE RELEVANT OMB SCORING PROCEDURES. HOWEVER, THE SPECIFIC INFORMATION PROVIDED HEREIN IS NOT MATERIAL TO ANY RFQ SUBMISSION, AND SHOULD NOT BE RELIED UPON IN MAKING A SUBMISSION.

1.0 SCORING DOD'S MILITARY HOUSING PRIVATIZATION INITIATIVES

Military Housing Privatization Initiative Authorities

The Military Housing Privatization Initiative (MHPI) in Public Law 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 OMB will use to determine the budgetary impact of DoD's use of these authorities.

Scoring Determines Obligations to be Recorded

Each privatization agreement 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 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 of the government. This is especially critical for on-base projects, given the inherent governmental nature of any construction and federal use of projects built on

federal land. Additional information for determining government and private sector participation is included at the end of these guidelines.

Additional Considerations for Direct Loans and Loan Guarantees

Loans that subordinate the government's position, but have fixed repayment schedules, are scored 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. A guarantee of bonds exempt from federal taxes will be recorded as an obligation equal to 100 percent of the amount of the guarantee.

Discount Rate for Direct Loan and Loan Guarantee Calculations

DoD should use the 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

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

Income/Occupancy Guarantees

Income/Occupancy guarantees are scored at 100% of the maximum exposure for the term of the guarantee.

Investments

If the 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 normally paid for by a developer, homeowner, or tenant (e.g., utilities, maintenance, waste removal, pest control, snow removal, or roads for exclusive use in housing areas) as a subsidy to housing providers. When appropriate, the Department may provide goods and services, at cost, on a reimbursable basis, to housing providers or tenants.

Assignment of Service Members to Housing

The assignment of service members to housing 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 any direct 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.
- Income 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)

CLAUSE

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 (Nov. 1999)

(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 of the RFQ at or before the exact time specified in this paragraph. SOQ may be submitted on letterhead stationery and as a minimum must show

(1) The RFQ number (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) The 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 the signed and dated SOQ must be in compliance with the requirements in the solicitation.

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

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

(d) Contract award. The Government intends to evaluate each Statement of Qualifications 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. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(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

[52.212-2 Evaluation -- Commercial Items (Jan. 1999) continues on next the page]

(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 (Oct 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.

(1) 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.

(3) 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_____.]

(d) 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.

(f) 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 (Asian Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

Alternate II (Oct 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. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the

commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular 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 A125, Prompt Payment. [**If the Government makes payment by electronic Funds transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.]** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(i)(2) The Contractor shall be paid a fixed sum of $350,000 following completion of Phase 1 project planning. No other payments shall be due to the

contractor in consideration for its performance under this contract. The contractor will be deemed to have completed Phase 1 providing it delivers to the government a Community Development and Management Plan containing at least those components, in substantially completed form, referenced in Section 2.1 of this RFQ.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. (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 (a maximum of $350,000) 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 Meade RFQ (Parts 1, Section 2)

(2) All other solicitation provisions of the Fort Meade 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.)

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

_X_ (3) 52.219-4, Notice of price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
___(ii) Alternate I to 52.219-5.
___(iii) Alternate II to 52.219-5.

_X_(5) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

_X_ (6) 52.219-9, Small, Small Disadvantaged and Women Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

____ (7) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 USC 2323).

___(10) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 USC 2323).

_X_(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X_(12) 52.222-26, Equal Opportunity (E.O. 11246).

_X_ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

_X_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

_X_ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (16) 52.225-3, Buy American Act Supplies (41 U.S.C. 10).

___ (17) 52.225-9, Buy American Act—Trade Agreements Act—Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

___ (18) [Reserved]

___ (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).

___ (20) 52.225-19, European Union Sanction for Services (E.O. 12849).

___ (21)(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.

___ (22) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31U.S.C. 3332).

_X_ (23) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).

___ (24) 52.232-36, Payment by Third party (31 U.S.C. 3332)

___ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (26) 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)

252.212-7000 Offeror Representations and Certifications – Commercial items (Nov. 1995)

(a) Definitions. As used in this clause

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.2477024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (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).

___ 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).

_X_ 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. 2501-2518 and 19 U.S.C. 3301 note).

___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).

___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

___ 252.225-7029 Preference for U.S. or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

___ 252.225-7036 Buy American Act --North American Free Trade Agreement Implementation Act --Balance of Payments Program
(___ Alternate I) (41 U.S.C. 10a10d and 19 U.S.C. 3301 note).

_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).

_X_ 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).

_X_ 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 without limitation -- 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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