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**PUBLIC-PRIVATE VENTURES
FOR MORALE, WELFARE,
AND RECREATION ACTIVITIES**

A Solution to the Loss of Appropriated Funds

Volume 5: Appendices J, K, and L

Report NA705R1

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July 1990

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PREFACE

This is Volume 5 of an eight-volume report; this volume consists of Appendices J, K, and L. Volume 1 describes the findings, conclusions, and recommendations of our study of public/private ventures in the financing, construction, and operation of Navy morale, welfare, and recreation (MWR) facilities.

Volume 2 presents Appendices A through E; Volume 3, Appendix F; Volume 4, Appendices G, H, and I; Volume 6, Appendices M and N; Volume 7, Appendices O, P, and Q; and Volume 8, Appendices R and S.

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APPENDIX J

**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION, OPERATION, AND
MAINTENANCE OF A PUBLIC
GOLF COURSE
AT
NAVAL AIR STATION
LEMOORE, CALIFORNIA**

PREFACE

Appendix J was originally published separately by LMI as a sample request for proposals (RFP) with a restricted distribution. We reprinted it here with no changes.

**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION, OPERATION, AND
MAINTENANCE OF A PUBLIC
GOLF COURSE
AT
NAVAL AIR STATION
LEMOORE, CALIFORNIA**

**RFP FOR CONSTRUCTION, OPERATION, AND MAINTENANCE
OF A PUBLIC GOLF COURSE**

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SUMMARY OF THE REQUEST FOR PROPOSALS

The intention of this solicitation is to obtain private-sector assistance in the construction, operation and maintenance of an 18-hole golf course. Public/private ventures are unique contractual partnerships between the United States Navy and the private sector. Such partnerships provide the Navy with significant opportunities to utilize the financial and managerial resources of the private sector to construct, operate, and maintain facilities and to provide services that might otherwise not be available due to lack of funds.

The United States Navy has selected Naval Air Station (NAS) Lemoore, California, as one of the first sites to undertake this venture. A golf market demand analysis prepared by the National Golf Foundation indicates that "sufficient population resides on the base and in the trade areas of Lemoore and Hanford to support a new first rate golf course." The report also stated that "a potential market share of 50,000 rounds would be available to a new course, properly promoted, within the first three-to-five years of operation." This report is believed to be based on the best available analysis but the conclusions are those of the NGF, not of the U. S. Navy.

This Request for Proposals (RFP) has been structured to give the private sector the flexibility to use its unique expertise and experience in the golf course business.

The proposed site for the 18-hole golf course is owned by the Government and will be assigned to the Concessioner for the construction, operation, maintenance, and management of the entire golf course and ancillary facilities. All capital improvements will be paid for by the Concessioner. The term of the contract is 30 years with two 5-year renewal options.

Each proposal will be evaluated for its ability to meet the needs of the Nonappropriated Fund Instrumentality (NAFI) in terms of providing service to the military community, maintaining the facility, providing capital improvements, and providing payments to the NAFI (Section VI). These factors will be weighted in the evaluation. The Contracting Officer may conduct negotiations with proposers. Proposers, in turn, will be provided an opportunity to submit "Best and Final" offers.

Proposals are due by _____. Award will be made within 90 calendar days from the date proposals are due. The specified required capital improvements are to be constructed and ready for operation within 2 years after the authority to proceed is given; that authority will be given at the end of the growing season for the crops planted on the lease land at the time this RFP is issued.

Each proposal shall be in four parts. Part 1 will be a capital improvements proposal; Part 2, an operations and maintenance plan proposal; Part 3, an experience and history proposal; and Part 4, a concession fee payment proposal. Section V provides the detailed requirements for each of the four parts. Each part is limited in the number of pages that may be submitted to lessen the burden on both the proposer and the evaluator.

The capital improvements (design and construction) proposal will contain information to allow evaluation of the scope, design, construction, furnishings, fixtures, and equipment. Full designs are not required, only concepts. The design concepts will be incorporated into the concession contract.

The operations and maintenance proposal will provide information on how the proposer intends to operate and maintain the facilities. The maintenance plan will be incorporated into the concession contract.

The experience and history proposal will provide information on the offeror's experience in building, operating, and maintaining golf courses. It will contain references of golf courses owned, leased, or operated within the last 5 years. The Navy may make site visits or use other means to substantiate experience.

The concession fee proposal is the payment the contractor will make to the NAFI and will be based on a percentage of gross receipts or a guaranteed minimum payment, whichever is greater, beginning in the third year of the contract.

The four-part proposal must be accompanied by a Bid Bond of \$500,000. Additionally, a Construction Performance Bond will be required from the successful offeror. Administrative information, such as where to submit the proposal, late submission, and the number of copies required, is provided in Section V.

We appreciate your interest in this project, and any questions about it should be addressed at the preproposal conference to be held on _____, 1989 at Building _____, NAS Lemoore, California.

SECTION I

DESCRIPTION OF THE CONCESSION AGREEMENT

A. Nature of Agreement

Proposals are solicited for an exclusive concession contract with the Navy's Non-Appropriated Fund Instrumentality (NAFI) to construct, operate, and maintain an 18-hole golf course at Naval Air Station (NAS) Lemoore, California. The successful offeror will be responsible for the operation and maintenance of the golf course, as well as the design and construction of capital improvements.

The successful offeror will be required to enter into a long-term concession contract (hereafter referred to as "contract") with the NAS Lemoore NAFI under the terms and conditions contained in Section III of this Request for Proposals (RFP); however, said terms and conditions shall be modified to the extent necessary to accommodate the successful offeror's proposal. The offeror's development, operations and maintenance plans will be incorporated into the concession contract as exhibits.

The land assigned under this contract will be subject to any existing and or future easements for electric power transmission lines, telephone or telegraph lines, water, gas, gasoline, oil or sewer pipelines, or other facilities, as well as other requirements or conditions specified in Section III.

B. Purpose

The purpose and intent of this concession contract is for the construction, operation, and maintenance of a revenue-producing golfing facility. This golfing facility will be located at the NAS Lemoore, California.

C. Contract Term

The term of this concession contract is 30 years with two 5-year renewal options.

D. Site

The proposed site for the golf course at NAS Lemoore will be provided to the successful offeror at no charge. Exhibit B and Attachment 9 contain site descriptions and plans of the site.

E. Users and Potential Market

The proposed NAS Lemoore Golf facility will be open to the general public as well as to military users. Military users are to receive priority in tee times. The term "military user" means the following categories of personnel listed below:

1. Active duty personnel and their dependents assigned to the installation or supported directly by it through intraservice or interservice agreements.
2. Navy active duty personnel and their dependents not assigned to the installation.
3. Active duty personnel and their dependents of other Military Services.
4. Military personnel retired with pay and their dependents.
5. Service members of reserve components.
6. Unremarried surviving spouses and other dependents entitled to commissary, exchange, and theater privileges.
7. Unremarried former spouses and other dependents entitled to commissary, exchange, and theater privileges.
8. Military personnel of foreign nations and their dependents, when authorized exchange privileges.
9. DoD civilian employees and their dependents.
10. Occasional guests of naval personnel.

Attachment 2 contains a detailed market study that was completed by the National Golf Foundation. Attachment 3 contains the current plans for the military population of NAS Lemoore. Attachment 4 contains "Smart Compass" data derived from an annual survey of the military population.

F. Reimbursement Guarantee

Should the authorized military strength of NAS Lemoore be reduced by 50 percent or more for a period in excess of 90 consecutive days, the NAFI guarantees to reimburse the Concessioner for Concessioner-owned capital improvements at their certified depreciated book value. The Concessioner shall be required to maintain records of the book value of capital assets in accordance with Generally Accepted Accounting Principals for discounting such assets.

G. Capital Improvements

The successful Concessioner shall construct capital improvements at NAS Lemoore at its own expense. The list of improvements in Exhibit E is the minimum required and the Concessioner shall complete these improvements within 2 years of

contract award. The amount of money the Concessioner will spend on each of these improvements is part of its proposal and the successful Concessioner shall spend these amounts as a minimum. The proposal shall include a construction schedule and a phasing plan showing when the facilities will be open for limited service and full service.

In addition, this RFP affords the opportunity to guarantee additional capital improvements beyond those listed in Exhibit E. Section V describes how the number, concept, and appropriateness of these additional improvements will count toward selection of the successful offeror.

Special alkaline and hydrogeologic conditions exist at this site. Further information may be obtained from the U.S. Department of Agriculture Soil Conservation Service field office in Harford, California.

H. Acceptance

After written notification of the capital improvement's completion and Concessioner's receipt of all permits, the NAFI will conduct an acceptance inspection. Upon determination by the NAFI's representative that such facilities are in compliance with the terms and conditions of the concession contract, the NAFI will issue a Certificate of Acceptance.

Should the facilities not be in compliance with this contract, a list of deficiencies will be made by the NAFI and promptly given to the Concessioner. The Concessioner shall promptly correct such deficiencies before the NAFI issues a Certificate of Acceptance.

In no event shall any capital improvements be placed in service until the NAFI has issued a Certificate of Acceptance.

I. Fees and Charges

Military discounts are encouraged but not mandated. Greens fees shall not exceed 110 percent of the average fees charged by 18-hole public golf courses within a 35-mile radius of NAS Lemoore, and annual increases are limited to the CPI or 8 percent whichever is higher. That average, as of _____, is \$_____, based on fees charged at _____, _____ and _____ courses. The Concessioner shall survey the fees of those golf courses and submit the results to the Contracting Officer not later than 15 days after contract award. Fees shall be adjusted annually as described in Section III.

The Concessioner will be free to determine the pricing for services and merchandise not related to greens fees. This includes golf lessons, driving range, golf car rental, snack bar prices, amusements, catering and banqueting services, and pro shop merchandise. Such price flexibility should enable the Concessioner to provide a full-service operation and still remain sensitive to market demands.

J. Major Repairs and Maintenance Escrow Account

Commencing in year 5 of the concession agreement, the Concessioner shall pay 5 percent of the gross monthly greens fees into an escrow account to ensure continuous performance of a capital improvements program over the term of the contract. Offerors will outline details of their program in accordance with Section V. Major repairs are defined as costing in excess of \$10,000 escalated at 5 percent per year, compounded. The Concessioner shall establish the account with a local commercial bank or other third party approved by the NAFI. All costs, expenses, and other charges, if any, associated with the account shall be borne by the Concessioner. Monthly payments to this escrow account shall continue for the remainder of the contract term including any option renewals. Upon expiration or sooner termination of the agreement for any reason, all monies remaining in the account, including any interest earned, shall be paid to the NAFI.

K. Concession Payment

In return for the opportunity to operate the golf course, the Concessioner shall pay to the NAS Lemoore NAFI a concession fee for the term of this contract. The fee shall be based on either gross receipts or a guaranteed minimum lump sum payment, whichever is greater over the contract year. Gross receipts from each transaction, sale, or activity of the Concessioner shall be reported under one or more of the categories listed in Exhibit A, as applicable. Within 15 calendar days after the close of each and every month of the term hereof, the Concessioner shall file a report of gross receipts and pay to the NAFI a sum for the previous month as calculated from the payment schedule on Exhibit A.

L. Inspections

The Concessioner shall allow Government and NAFI inspection at any time. These inspections may include design and construction reviews, investigation of customer complaints, health and fire hazard inspections, and visits to ensure contract compliance. In addition, "open book" accounting shall be maintained under this contract, and the Contracting Officer shall have the right, during normal working hours, to audit accounts kept pursuant to the contract without further notice. In addition, the Concessioner shall be subject to all State and local inspections for compliance with State and local codes, ordinances, and regulations. Examples include sanitation, food service, and hazardous material use and storage.

M. Maintenance

An annual maintenance plan shall be prepared by the Concessioner and approved by the Contracting Officer. [See Article 13 of the Concession Agreement].

The Concessioner shall, to the satisfaction of the Contracting Officer, keep and maintain the Government's premises and all improvements of any kind, which may be erected, installed, or made thereon by the Concessioner, in good and substantial repair and condition, including painting, and shall make all necessary repairs and

alterations thereto. The Concessioner shall give prompt notice to the Contracting Officer of any fire or damage that may occur from any cause whatsoever.

The Concessioner expressly agrees to maintain the golfing facility in a safe, clean, healthy, and sanitary condition to the complete satisfaction of the Contracting Officer and in compliance with all applicable laws. The Concessioner further agrees to provide proper containers for trash and garbage and to keep the premises free and clear of rubbish and litter. The Contracting Officer shall have the right to enter upon and inspect the said premises at any time for cleanliness and safety.

The Concessioner shall from time to time make any and all necessary repairs to, or replacement of, any equipment, structure, or other physical improvement in order to comply with the Concessioner Operations and Maintenance Plan, (Exhibit D) or as required in writing by the provision of this clause.

If the Concessioner fails to make any such repairs or replacements as required, the Contracting Officer may notify the Concessioner of said default in writing, and should the Concessioner fail to cure said default and make said repairs or replacements within a reasonable time as established by the Contracting Officer, the Contracting Officer may declare the contract in default (see Article 4 of the Concession Agreement). Alternately, the Contracting Officer, NAFI and Concessioner agree, NAFI may make such repairs or replacements and the cost thereof, including, but not limited to, the cost of labor, materials, and equipment, shall be charged against the Concessioner and shall become a part of the Concession Fee payment for the next period following the period of default.

N. Utilities

All utilities will be paid for by the Concessioner. The Concessioner shall install demand meters to enable charges to be determined. Attachment 8 and 9 list current utility costs, availabilities, and points of connection. The Concessioner is not required to use any utility or service provided through the Navy, but must coordinate any delivery that is to be used with NAS Lemoore, Public Works Officer. The offeror is responsible to confirm, as necessary, the accuracy of location and adequacy of service needed to prepare its proposal.

In no event shall the NAFI be liable for an interruption or failure in the supply of any such utilities to the areas of concern of this contract.

O. Taxes

The successful Concessioner will assume sole liability for all Federal, state, and local taxes applicable to the property, income, and transactions of the concession.

P. Security and Fire Protection

Base Security and Fire Protection will be provided by NAS Lemoore in accordance with the installation's rules and regulations; however, the successful offeror will be required to conform with Navy Life Safety and Fire Requirements at

all times during the contract term. Those requirements are provided as Attachments 10 and 11; however, the offerors are responsible for obtaining the most current versions of those requirements through NAS Lemoore.

Physical security of the Concessioner's operations and facilities shall be the responsibility of the Concessioner. Security shall include the safe-keeping of all structures, facilities, equipment, all items for sale, and all records used in the management of the golf facility.

SECTION II
CONTRACT ADMINISTRATION DATA

A. Contracting Officer

Commanding Officer
Naval Air Station
Lemoore, California 93245

B. Contracting Officer's Representative

The Contracting Officer's Representative for this contract is:

Recreational Services Director
Naval Air Center
Lemoore, California 93245

The Contracting Officer's Representative (COR) has only that responsibility and authority specifically delegated in the letter of appointment. The COR does not have any authority to bind the NAFI or the Government except for that cited in the letter of appointment.

SECTION III
CONCESSION AGREEMENT

This Concession contract made and entered into by and between the NAS Lemoore Morale, Welfare, and Recreation Fund, hereafter called the "NAFI," a Non-appropriated Fund Instrumentality of the U.S. Government and _____ hereafter called the "Concessioner."

WITNESSETH

That for consideration of the terms and conditions hereinafter set forth, and payments to be made as hereinafter stipulated, the said parties agree as follows:

ARTICLE 1 - DEFINITIONS

As used throughout this contract agreement, the following items and abbreviations have the meanings set forth below:

- a. The term "Concession contract" means this agreement or order and any modifications hereto.
- b. The term "NAF" means Nonappropriated Funds and are monies other than those appropriated by the Congress of the United States.
- c. The term "NAFI" means the NAS Lemoore Morale, Welfare, and Recreation Nonappropriated Fund, an instrumentality of the United States Government, and includes all its assignees, designees, and successors in interest. The Fund includes all other nonappropriated fund instrumentalities of the United States that may have an interest in this contract, such as the Navy Morale, Welfare, and Recreation Nonappropriated Fund, their assignees, designees, and successors in interest.
- d. The term "Contracting Officer" means the person executing or responsible for administering this contract on behalf of the NAFI which is a party hereto, or his successor or successors.
- e. The term "Concessioner" means the party responsible for providing management and operation services to the NAFI under this contract agreement.
- f. The term "Book Value" means the value of property as shown on the books of the Concessioner. It is the cost of the property less depreciation; cost shall be defined as the initial cost, not the replacement value.

g. The term "Offeror" means a party proposing terms for award of the concession contract. This will include the eventual Concessioner during the period prior to contract award.

h. The term "Concessioner Improvements" means buildings, structures, fixtures, equipment, and other improvements, upon the land assigned provided by the Concessioner for the purposes of this contract. Concessioner's improvements do not include any interest in land.

i. The term "Government Improvements" means those structures and facilities put in place on Government property by the Government, or those already established by the Concessioner but transferred to the Government by the Concessioner. Property abandoned by the contractor in conjunction with a termination of the contract under Article 4 shall not be considered Government Improvements until the provisions of Article 5 for disposition have been completed.

j. The term "Gross Receipts" except as provided herein, is defined to be all money, cash receipts, assets, property, or other things of value, including but not limited to gross charges, sales, rentals, fees, and commissions made or earned by the Concessioner, exclusive of state or local sales tax. See ARTICLE 8 for a more complete definition.

k. The term "military users" means the following categories of personnel listed below:

1. Active duty personnel and their dependents assigned to the installation or supported directly by it through intraservice or interservice agreements.
2. Navy active duty personnel and their dependents not assigned to the installation.
3. Active duty personnel and their dependents of other Military Services.
4. Military personnel retired with pay and their dependents.
5. Service members of reserve components.
6. Unremarried surviving spouses and other dependents entitled to commissary, exchange, and theater privileges.
7. Unremarried former spouses and other dependents entitled to commissary, exchange, and theater privileges.
8. Military personnel of foreign nations and their dependents, when authorized exchange privileges.
9. DoD civilian employees and their dependents.
10. Occasional guests of naval personnel.

ARTICLE 2 - TERM OF CONTRACT

a. The initial term of this Concession contract is for a period of thirty (30) years, commencing on _____ and ending on _____, unless terminated sooner in accordance with the provisions of ARTICLE 4.

b. Option to Extend. Subject to the NAFI's determination of Concessioner's satisfactory performance, the NAFI may decide to extend the term of this contract for a period of five (5) years. The NAFI will give the Concessioner a preliminary written notice of its intent to extend the term of the contract at least 90 calendar days before the contract expires. The Concessioner shall, within 5 days of receipt of the NAFI's preliminary written notice, provide the NAFI with written notice of its intent to accept or decline the offer to extend the contract term. This contract may not be extended or amended in any respect except when agreed to in writing by the NAFI and the Concessioner.

c. If the NAFI exercises this option, the extended contract shall also include this option provision, thereby allowing the NAFI to extend the contract for an additional period of five (5) years.

d. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 40 years.

ARTICLE 3 - EXPIRATION

Upon expiration of this contract, the NAFI may, at its option:

- a. Negotiate a succeeding concession contract;
- b. Compensate the Concessioner for his improvements in accordance with ARTICLE 5; or
- c. Require the Concessioner within 60 calendar days after expiration or termination of this contract, to remove at its cost and expense such Concessioner-installed machinery, appliances, or fixtures as are not firmly affixed to said structures, buildings, or improvements. Should the Concessioner fail to so remove said appliances or fixtures within said period, the Concessioner shall lose all right, title, and interest in and thereto, and the NAFI may elect to keep the same upon the premises or to sell, remove, or demolish the same.

ARTICLE 4 - TERMINATION

a. Termination for Convenience. This contract will be automatically terminated in the event of the dissolution of the NAS Lemoore NAFI.

b. Termination for Default. The NAFI may terminate the Concession contract for default in the event the Concessioner violates any of the terms and conditions of this contract or any of the terms and conditions of any capital improvement, operations, management, or maintenance plans, or agreements herein required and

continues and persists therein for 60 calendar days after written notice thereof by the Contracting Officer. In such event, the Concessioner shall be liable for damages including the excess costs incurred by the NAFI in resoliciting and renegotiating a new contract, and the reasonable costs incurred in performing any obligations on the part of the Concessioner to be performed by the NAFI.

c. Termination for Casualty. The Concessioner or the NAFI shall have the right to terminate this contract upon 30 days written notice to the prospective designated agents of the parties hereto in the event of damage to, or destruction of all of the improvements on the assigned property or such a substantial portion thereof as to render 50 percent or more of the improvements actually used by the Concessioner for its operations incapable of such use, but only if (i) the Contracting Officer has not, within 60 calendar days of such damage or destruction, either authorized or directed the repair, rebuilding, or replacement of the improvements, or made provisions for payment of such repair, rebuilding, or replacement by application of insurance proceeds or otherwise or (ii) the repairs, rebuilding, or replacement cannot reasonably be expected to be substantially completed within 6 months of the damage or destruction, and further that (iii) such damage or destruction was not occasioned by fault or negligence of the Concessioner or any of its officers, agents, servants, employees, licensees, or invites, or by any failure on the part of the Concessioner to fully perform its obligations under this contract.

d. Any termination of this contract shall terminate all rights, duties, and obligations between the parties, except as to the disposition of improvements as discussed in ARTICLE 5.

ARTICLE 5 – DISPOSITION OF IMPROVEMENTS

a. Notwithstanding any other provisions of this contract, title to Concessioner improvements shall remain the property of the Concessioner for the term of the contract. Concessioner interests do not include any interest in the assigned land upon which the improvements are located.

b. At any point during the contract, and with the Contracting Officer's approval, the Concessioner may donate by transfer of title all capital improvements, at no cost to the NAFI on behalf of the U.S. Government. The Concessioner shall execute any documents necessary to transfer title to the NAFI free and clear of any liens or claims in favor of the Concessioner.

c. At expiration or earlier termination of this contract in whole or in part, the Concessioner shall, at the option of the NAFI:

1. Remove the improvements and restore the assigned property to the satisfaction of the NAFI, or

2. All property not so removed shall be deemed abandoned by the Concessioner and may be used or disposed of by the NAFI in any manner whatsoever

without any liability to account to Concessioner, but such abandonment shall not reduce the obligation of the Concessioner to restore the premises, or

3. Transfer title to the NAFI for all Concessioner improvements made upon NAFI property, except Concessioner signage and trade equipment. Compensation shall be determined in accordance with Article 6 d.

ARTICLE 6 – COST REIMBURSEMENT

a. In the event of Termination for Convenience, the NAFI will reimburse the Concessioner for Concessioner-installed improvements at their depreciated book value.

b. In the event of Termination for Default, the NAFI will make no payment for Concessioner improvements.

c. The Concessioner shall be required to maintain records of the unamortized book value of capital assets in accordance with Generally Accepted Accounting Principles for discounting such assets.

d. Upon expiration of this contract, and in the event the NAFI exercises its option to obtain title to Concessioner improvements under Article 5, c.3, the NAFI shall pay a total sum of \$1.00 or the depreciated book value of improvements, whichever is greater. The Concessioner will have the right to remove all signage and trade equipment.

ARTICLE 7 – REIMBURSEMENT GUARANTEE

Notwithstanding the provisions of ARTICLE 6, the NAFI guarantees to reimburse the Concessioner for Concessioner- installed capital improvements at their certified depreciated book value if and when the authorized military strength at NAS Lemoore should be reduced for a period in excess of 90 consecutive days by 50 percent or more of the authorized military strength existing as of the time of contract award. In the event of the exercise of the reimbursement guarantee, the concession contract shall be terminated.

ARTICLE 8 – CONCESSION FEE

In return for the privileges granted herein, the Concessioner shall pay to the NAVSTA Lemoore NAFI a fee for the term of this contract as follows:

a. The Concessioner shall pay, on a monthly basis, concession fees in terms of a percentage of gross receipts or a guaranteed minimum lump sum payment, whichever is greater, in the amounts indicated in Exhibit A attached hereto and by this reference made a part hereof. Fees shall not be required until the first month of the third year of the contract.

b. Payments shall be based on gross receipts, exclusive of State of California and/or local sales taxes, and shall be paid to the NAFI within 15 days after the last

day of each month that the Concessioner operates and shall be accompanied by a certified statement showing detailed receipts. All concession fee payments consisting of \$10,000, or more, shall be deposited electronically by the Concessioner through the Treasury Financial Communications System.

c. An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury.

d. The Concessioner shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and acceptable to the Contracting Officer. The Concessioner shall furnish to the Contracting Officer, within ninety (90) days after the end of each operating year, a balance sheet, a profit and loss statement, a statement of total operations authorized under this contract, and any other financial documents required by the Contracting Officer. If the annual gross receipts exceed \$250,000, the Concessioner shall have the financial statements audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by regulatory authority of a state or other subdivision of the United States.

ARTICLE 9 - OPERATIONS AND MANAGEMENT

The NAFI authorizes the Concessioner during the term of this contract to provide for the operations and management of a golfing facility at NAS Lemoore as follows:

a. The operations plan submitted with the proposal shall become a part of the Concession Agreement.

b. An annual operations plan, covering but not limited to the items hereinafter detailed, shall be prepared by the Concessioner and approved by the Contracting Officer. Approval shall not be unreasonably withheld and the Concessioner shall not be requested to increase the level of service significantly from that originally established at the time of contract award.

c. The Concessioner shall provide on-site, professional management as well as the necessary plant, personnel, equipment, goods, and commodities required to provide herein described services.

d. Fees and Charges.

1. Military discounts are encouraged but not mandated.

2. Greens fees shall not exceed 110 percent of the average fees charged by 18-hole public golf courses within a 35- mile radius of NAS Lemoore.

3. **Membership Fees.** The Concessioner shall offer monthly, quarterly, and annual memberships. Membership shall allow the member unlimited play on the golf course. It shall be nonrefundable and nontransferable except for military personnel reassigned outside of the NAS Lemoore area, at which time a prorated portion of the membership fee shall be refunded.

4. **Other Fees and Charges.** The Concessioner will be free to determine the pricing and set the rates for golf lessons, driving range, golf cart rental, food and beverage service, amusements, and pro shop merchandise. Such price flexibility should enable the Concessioner to provide a full-service operation and still remain sensitive to market demands.

5. **Annual Adjustments.** In order to determine an annual adjustment to these fees, the Concessioner shall be required to conduct a survey of the greens fees charged by 18-hole public golf courses located within a 35-mile radius of NAS Lemoore, and submit in writing within 30 calendar days prior to the anniversary of the Concession contract award date, the calculations for the proposed maximum rates to be charged for the next year of the contract. In no year shall the increase in fees exceed the greater of 8 percent, or the annual CPI as determined by the U.S. Department of Commerce; nor shall the fees exceed the 110 percent restriction described in Article 9.b.2.

6. **Posting of Fees and Charges.** All fees and charges by category shall be posted plainly for golf course users. NAFL approved adjustments of fee structures shall be posted at least 30 calendar days prior to the new fee structure going into effect.

e. **Hours of Operation.** The Concessioner shall operate the golf course, at a minimum, during daylight hours and may operate other facilities for longer periods if approved by the NAFL, e.g., driving range, pro shop, food and beverage operations, etc. The course must remain open on holidays including Christmas and New Years day. (Note: For the purposes of this Concession Agreement, "weekend" shall be defined as the period from sunrise Friday to sunset Sunday and any Federal holidays.)

f. **Government Rules and Regulations.** Rules, regulations, and directives that are in effect or are issued during the contract term by the Department of the Navy and subordinate commands under their responsibility for law, order, administration, or security on the installation shall be applicable to all Concessioner personnel or representatives who enter the installation. These requirements include, but are not limited to, vehicle registration, maintenance of good order and discipline, security checks, control of drugs and alcohol, and building signage.

g. **Products and Services.** All supplies, services, and food required to perform this Concession contract shall be provided by the Concessioner at its own expense. Title to such products and supplies shall remain with the Concessioner until sold or disposed.

h. Golf Pro Shop. The Concessioner shall maintain the pro shop with golf equipment and related items for the convenience of golfers.

i. Food and Beverage Operations. The Concessioner shall provide a food and beverage service operation for the convenience of golfers. The Concessioner is authorized but not required to offer catering and banqueting services to military users and the general public. The Concessioner shall comply with all Federal, state, and local ordinances in the serving of food and beverages.

j. Promotion and Advertising. Promotion and advertising shall be the full responsibility of the Concessioner. The Concessioner will not present in any manner, expressed or implied, that his products or services are approved by any element of the United States Government.

k. Trash Removal. The Concessioner shall be responsible for timely removal of all trash from its operations. This trash shall be removed from NAS Lemoore at least once per week.

l. Employment Practices. The Concessioner shall be responsible for hiring, managing, and firing all employees working at the golf course.

m. Insurance.

i. The Concessioner assumes the full responsibility for loss or damage to his owned or leased improvements and equipment as well as U.S. Government property made under the terms of this contract. The Concessioner shall, at its own expense, and with a company acceptable to the Contracting Officer, provide and maintain during the entire performance period of this contract insurance of all property used in the operation against fire, theft, storm, food and damage or destruction at least in the kinds and minimum amounts listed below:

<u>Type of Insurance</u>	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000
Automobile Liability	\$300,000	\$1,000,000	\$100,000
Worker's Comp.	As Required		
Other as required by state law			

ii. Policies may not be canceled without adequate substitution before cancellation. Two copies of insurance certificates shall be provided at the time of the contract award.

iii. The Concessioner shall carry a full-replacement value fire insurance policy on each structure, or a blanket fire insurance policy for at least 75 percent of the total value of the structures.

iv. The Concessioner shall demonstrate to the Contracting Officer that adequate insurance as requested above is in force for the following year, each year prior to the anniversary of the start of the lease.

n. Permits, Licenses, and Taxes. The Concessioner shall, at its own expense, obtain all permits, give all necessary notices, pay all license fees, and comply with all Federal, state and local laws, rules, ordinances, and regulations, and assume complete sole liability for all Federal and local taxes applicable to the property, income, and transactions of the concession.

o. Labor Laws. The Concessioner shall comply with all applicable laws pertaining to Federal, State or local labor laws, such as those concerning equal opportunity, minimum wages, child labor, hours of work, and safety that apply in California. Concessioner shall comply with federal child labor regulations regardless of its annual value of business or any other exemption provided by Federal law.

p. Representation. The Concessioner shall not represent or permit himself to be represented to the public as an agent or employee of the NAFI or the Government by the use of the name of the NAFI on letters, bills, signs, or by any other means. Concessioners are in no sense agents of the United States, the NAFI, the Contracting Officer, the Commanding Officer of NAS Lemoore, or of any other entity having to do with the operation of NAFI business.

q. Government Property. The Concessioner shall not sell or remove any property owned by the NAFI or the Government without the prior written approval of the Contracting Officer.

r. News Releases. The Concessioner shall not issue news releases (including photographs and film, public announcements, or denial or confirmation of same) on the subject matter of this contract without the prior written approval of the Contracting Officer.

s. Relationship with the NAFI. The NAFI and the Concessioner agree that the services to be delivered under this contract are non-personal services and the parties further recognize and agree that no employer-employee relationship exists or will exist under the contract between the NAFI and the Concessioner or between the NAFI and the Concessioner personnel. Concessioner personnel shall be responsible solely to the Concessioner, who in turn, shall be accountable to the NAFI.

t. Gambling. The Concessioner shall not engage in or permit gambling or any gambling device on the premises.

u. Treatment of Military Users. With the exception of the specifications of this contract, military users shall be treated no differently from members of the general

public. They shall have access to all services, receive all courtesies, and be covered by all insurance the golf course may carry.

v. Priority Tee Times. Military users are to receive priority in tee times over the general public, in accordance with the system described in Exhibit D.

ARTICLE 10 - UTILITIES

a. All utility services, metering, and connection costs shall be paid for by the Concessioner. Descriptions and costs of Government-provided utilities are provided in Attachment 8.

b. All costs for telephone and communications services associated with this Concession agreement will be the Concessioner's responsibility.

c. In no event shall the NAFI be liable for an interruption or failure in the supply of such utilities to the areas of concern of this contract.

d. The Concessioner may, with the written approval of the Contracting Officer, secure any utility service at its own expense from other sources.

ARTICLE 11 - TAXES

a. The Concessioner shall assume complete liability for all taxes applicable to its property, income, and all of its transactions during the term of the contract. The Concessioner will not be reimbursed by the NAFI for any direct or indirect tax imposed on it by Federal, state, or local authorities. Where a state law imposes a sales tax on the sale of an item or service by the Concessioner to the patron, the sales tax shall be collected from the patron.

b. The Concessioner shall promptly pay any and all taxes which may be lawfully imposed by California or its political subdivisions upon its improvements or business.

ARTICLE 12 - EXISTING SITE AND FACILITIES

a. Site: The Government assigns for use by the Concessioner during the term of this contract, or any extensions thereto, a parcel of land of 200 acres, more or less, at NAS Lemoore necessary to conduct the operations authorized under this contract. Exhibit B and Attachment 9 contain a site description including points of access, existing facilities, and utility locations for the NAS Lemoore golf course.

b. The Contracting Officer shall have the right at any time to enter upon the land and improvements assigned to the Concessioner for any purpose he may deem reasonably necessary for the administration of the area or for the provision of services.

ARTICLE 13 - MAINTENANCE

a. The operations plan submitted with the proposal shall become a part of the Concession Agreement.

b. The Concessioner shall, to the satisfaction of the Contracting Officer, keep and maintain the premises and all improvements of any kind, which may be erected, installed, or made thereon by the Concessioner, in good and substantial repair and condition, including painting, and shall make all necessary repair and alterations thereto. The Concessioner shall give prompt notice to the Contracting Officer of any fire or damage that may occur from any cause whatsoever.

c. The Concessioner expressly agrees to maintain the golf course and facilities in a safe, clean, wholesome, and sanitary condition to the complete satisfaction of the Contracting Officer and in compliance with all applicable laws. The Concessioner further agrees to provide proper containers for trash and garbage and to keep the premises free and clear of rubbish and litter. NAFI shall have the right to enter upon and inspect the said premises at any time for cleanliness, safety, and healthiness.

d. The Concessioner at its own cost and expense shall from time to time make any and all necessary repairs to, or replacement of, any equipment, structure, or other physical improvement, whether NAFI or Government owned, in order to comply with the Concessioner's Operations and Maintenance Plan (Exhibit D), or as required in writing by the provisions of this clause. At the end of the useful lives of golf course equipment and furnishings, the Concessioner shall replace such equipment and furnishings at its expense; replacements if not built-in equipment, will remain the property of the Concessioner and may be removed at the end of the contract term. The Concessioner shall not sell or remove any NAFI or Government owned equipment or furnishings without the written approval of the Contracting Officer. If the Concessioner fails to make any such repairs or replacement as required, the Contracting Officer may notify the Concessioner of said default in writing, and should the Concessioner fail to cure said default and make said repairs or replacements within a reasonable time as established by the Contracting Officer, the Contracting Officer may declare the Concession Agreement in default under the provisions of Article 4 b; however, if the Contracting Officer, the NAFI and the Concessioner agree, NAFI may make such repairs or replacements and the cost thereof, including, but not limited to, the cost of labor, materials, and equipment, shall be charged against the Concessioner and shall become a part of the Concession Fee payment for the next period following the period of default.

e. The design, repair plan, and schedule for all facility construction, repairs and maintenance in excess of \$10,000 must be approved in writing by the Contracting Officer prior to commencement. The Concessioner shall present the general concept of each repair to the Contracting Officer, who will disapprove it, or approve it pending favorable review of a detailed submission. The Concessioner shall then submit details of the proposed design, materials, and schedule for final NAFI approval. This approval will not be unreasonably withheld.

f. To ensure that a high standard of physical appearance, operations, repair and maintenance is maintained, appropriate inspections will be carried out jointly by the Contracting Officer and the Concessioner.

ARTICLE 14 - CONCESSIONER'S IMPROVEMENTS

a. Definitions: "Concessioner Improvements" mean buildings, structures, fixtures, equipment, and other improvements, upon the land assigned provided by the Concessioner for the purposes of this contract. Concessioner's improvements do not include any interest in land.

b. Construction of Improvements: During the term of this contract, the Concessioner shall, at its own expense design, construct, erect, place, install and maintain buildings, and/or other structures and improvements as agreed to. All such improvements shall be constructed in accordance with the provisions of Exhibit E (as provided with the successful proposal) attached hereto and by this reference made a part hereof. The exterior design of all improvements shall be generally compatible with the base's exterior architectural plans and shall comply with local building codes except as provided in this article. All improvements constructed on the assigned land shall be and remain the property of the Concessioner for the term of the contract.

No other buildings, structures, or improvements shall be constructed, erected or installed on the premises nor shall any permitted building, structure and other improvements be materially altered without the express written permission of the Contracting Officer.

The Concessioner, at its own cost, shall obtain all applicable plan and environmental reviews and inspection services from local building officials and/or professionals licensed to provide those services, and certify in writing to the Contracting Officer that all construction complies with the approved plans and specifications. The Contracting Officer, at his discretion, may request the Concessioner to obtain reviews or inspections in additions to those required by local building officials. Government monitoring and acceptance shall not relieve the Concessioner of his responsibilities to construct the facilities in accordance with the provisions of this solicitation and to obtain all required permits and approvals.

The Concessioner shall be responsible for securing any permits required for construction, and shall be required to coordinate the construction activity with the NAFI and Base Public Works Department. Government inspectors shall be permitted to inspect the site and work at any time. A copy of the agreement between the Commanding Officer, NAS Lemoore, and Kings County to provide for such permits is at Attachment 1.

c. Construction Schedule: All required Capital Improvements specified in Exhibit E shall be constructed in 730 calendar days (two years) from date of notice to proceed, and unless delay is due to causes beyond the control and without fault or negligence of the Concessioner and/or those engaged in the construction of

improvements, failure of the Concessioner to construct improvements shall constitute a default of the concession agreement.

Therefore, in accordance with Exhibit F hereto, the Concessioner shall submit a final schedule within ten (10) calendar days after receipt of the notice to proceed. The schedule is to be used by the Concessioner for planning, organizing and directing the construction work. During construction, as updated version of the schedule will be submitted to the Contracting Officer on a monthly basis. If there are changes to the project not reflected by the latest monthly update, the Concessioner shall provide another update reflecting all of the changes within five (5) calendar days. The Concessioner shall also submit a narrative report with the updated schedule which shall include a description of problem areas, any delaying factors, an explanation of corrective action, and an estimate of the completion percentage.

d. Design Submittals: For those minimum capital improvements requiring completion within two (2) years of concession contract award, the Concessioner shall provide to the Contracting Officer within ninety (90) days after award, 5 copies of all final construction drawings and planning documents, plus one reproducible set of all drawings and five copies of design calculations submitted for review to all applicable permitting agencies. These submittals must meet the requirements of the RFP and comply with all applicable provisions contained in appropriate codes and ordinances for which consistency reviews and approvals are required.

e. Applicable Codes, Ordinances, and Standards: The Concessioner, shall comply with all codes and ordinances applicable to the ownership and operation associated with the requirements of the contract, and at his own expense, to obtain all necessary permits and related items.

1. Concessioner agrees that at or prior to submission of any plats, plans, specifications or applications for permit with respect to compliance with applicable codes, laws and regulations, Concessioner shall provide the NAFI's designated representative with a copy of each such submission. In addition, Concessioner shall provide the NAFI's designated representative a complete copy of any approved plats, plans, specifications and permits. Improvements shall meet all local and state environmental protection standards and requirements, and will comply with National Environmental Protection Act (NEPA) requirements.

2. General Life Safety Compliance: Design, construction, and operations shall conform to the building laws of the local jurisdiction and the standards and criteria specified herein applicable at the time proposals are required to be submitted. In the event of conflict or inconsistency between the standards and local codes, those which are more restrictive will govern. Any provisions of the local codes relating to requirements for obtaining state and/or local inspections or permits are applicable. Responsibility for obtaining all permits and licenses and for complying with local, county, and state codes or regulations is solely that of the Concessioner.

3. OSHA Criteria: The Concessioner agrees to comply with the Occupational Safety and Health Administration (OSHA) safety and health standards which are located in Title 29 of the Code of Federal Regulations (29 CFR).

4. Physical Handicapped Criteria: The Concessioner agrees to comply with the "Uniform Accessibility Standards" which are located in the Federal Register, Volume 49, Number 153 of August 7, 1984, as amended by 51 FR 18647 of May 21, 1986.

5. Local Health and Occupancy Criteria. The Concessioner agrees to comply with applicable local standards governing health, sanitation, and pest control, and to maintain current occupancy certificates or permits, as required.

6. Drainage Criteria. A tile drainage system for the golf course shall be installed which meets the specifications and standards of the U.S. Department of Agriculture Soil Conservation Service.

7. Specific Applicable Criteria. Concessioner improvements shall comply as a minimum with the following codes and standards:

American Society for Testing and Materials (ASTM)

ASTM E-84 (1986) Standard Test Method for Surface Burning Characteristics of Building Materials

ASTM E-336 (1984) Measurement of Airborne Sound Insulation in Buildings, Test Method for ASTM C-423 (1984) Sound Absorption and Sound Absorption Co-Efficients by the Reverberation Room Method.

American National Standards Institute (ANSI)

ANSI C2-84 National Electrical Safety Code

American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)

ASHRAE Standard 90-A (1980) Energy Conservation in New Building Design

National Fire Protection Association (NFPA)

NFPA 10 Standard for Portable Fire Extinguishers

NFPA 13 Standard for Installation of Sprinkler Systems

NFPA 14 Standard for Standpipes and Hose Systems

NFPA 24 Private Fire Service Mains and Appurtenances

NFPA 70 National Electric Code (1987)

NFPA 101 Code for Safety to Life from Fire in Building and Structures (1985)

NFPA 1221 Public Fire Service Communications (1984)

Uniform Building Code (UBC)

Uniform Building Code, 1988

Uniform Plumbing Code (UPC)

Uniform Plumbing Code, 1979

f. Approval of Capital Improvements. The design, construction plan, and schedule of all capital improvements must be approved in writing by the Contracting Officer prior to commencement of construction. This applies to the required improvements in Exhibit E, any guaranteed additional improvements offered in the Concessioner's proposal, and any future improvements the Concessioner may propose.

Construction is not to commence until the Contracting Officer has reviewed the final construction plans and specifications and only after all approvals and permits have been secured from appropriate issuing bodies. Such review does not constitute approval or acceptance of any variations from the contract or from the proposal unless such variations have been specifically pointed out in writing by the Concessioner and specifically approved in writing by the Contracting Officer. Piecemeal submission normally will not be acceptable. However, to expedite project development, the Contracting Officer may accept a submission for site development, and if found satisfactory, allow the Concessioner to proceed with earthwork and other elements of site development while the construction plans and specifications for total work are completed, provided site preparation work permits are secured from local review agencies.

Contract completion time shall include adequate time for Contracting Officer review of drawings, plans, and specifications. Normally the Contracting Officer will not require more than 30 days for review of the construction drawings, plans, and specifications submissions since the Contracting Officer will be guided by the detailed review and approvals issued by the appropriate public review agencies and since partial reviews are not contemplated, except possibly for site development, time spent by the Contracting Officer on such submissions will not be chargeable against the cited 30 days. Final construction plans and specifications found to be not in compliance with the contract and proposal will be returned to the Concessioner for correction and resubmission. Under such circumstances the Contracting Officer shall have a 15 day review period adjusted to commence upon receipt of the revised submittals with no increase in the total contract completion date provided.

ARTICLE 15 - ACCEPTANCE INSPECTION

a. Within 10 calendar days after written notification of each improvement's completion and Concessioner's receipt of all permits, the Contracting Officer will conduct an acceptance inspection in order to ensure compliance with the terms and conditions of this contract. The notification to be provided to the Contracting Officer shall be accompanied by copies of all necessary final permits (including occupancy permit) issued by the appropriate local government agencies, and by a physical survey and inspection report of each part of the work to be accepted by the Contracting Officer, reflecting the then- physical condition. To facilitate this inspection, the Concessioner shall deliver to the Contracting Officer 2 full size sets of construction drawings, accurately marked in red with adequate dimensions, to show all variations clearly indicating "As-Built" conditions, and 1 additional set shall be delivered to the Contracting Officer for transmittal to the Public Works Department.

b. Upon determination by the Contracting Officer that the facilities are in compliance with the terms and provisions of this contract, the Contracting Officer will issue a Certificate of Acceptance to the Concessioner.

c. Should the facilities not be in compliance with the provisions of the contract herein, a list of deficiencies will be made by the Contracting Officer and given to the Concessioner within 10 days of notification. The Concessioner shall promptly correct such deficiencies before the Contracting Officer issues a Certificate of Acceptance and the space is opened for business.

d. Upon completion of Concessioner improvements, the Concessioner shall prepare and submit in writing a certified statement of Concessioner funded costs (supported by invoices) applicable to the design and construction. The statement shall be in sufficient detail to substantiate the depreciation schedule for each improvement.

ARTICLE 16 - CAPITAL IMPROVEMENTS AND MAJOR REPAIRS ESCROW ACCOUNT

a. Commencing in year 5 of the concession agreement, the Concessioner shall pay 5 percent of the gross monthly greens fees into an escrow account to ensure continuous performance of a capital improvement program over the term of the contract. The money and any interest it earns shall be used towards capital improvements not covered in Exhibit F. It may also be used for major repair projects in excess of a minimum cost. This minimum cost shall be \$10,000 at the time of contract award and shall be raised at the beginning of each fiscal year at the rate of 5 percent compounded annually and rounded to the nearest \$100.

b. The Concessioner shall establish an interest-bearing account with a local commercial bank or other third party approved by the Contracting Officer. All costs, expenses, and other charges, if any, associated with the account shall be borne by the Concessioner. Monthly payments to this capital improvement escrow account shall commence at the beginning of the fifth year of the contract term and shall continue for the remainder of the contract term including any option renewals. Upon

expiration or sooner termination of the contract for any reason, all monies remaining in the account, including earned interest, shall be paid to the NAFI.

ARTICLE 17 - BONDS

a. **Guaranty Bond.** To assure the execution of the contract and the performance bond, each offeror shall submit with its bid a guaranty bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury, as an acceptable surety, or other security as provided in Section V-G-16. Security shall be in the sum of \$500,000. The bid guaranty shall be accompanied by a verifax or other facsimile copy of the agent's authority to sign bonds for the surety company.

b. **Construction Performance and Payment Bonds.** Within 10 days after award of the Concession contract, the Concessioner will be required to furnish two bonds, each with satisfactory surety, namely, a performance bond (Standard Form 25, see Attachment 6) and a payment bond (Standard Form 25A, see Attachment 7). Each form shall be presented in two (2) copies. The performance bond shall be in a penal sum equal to 100 percent of the Concessioner's cost of construction. The payment bond shall be equal to 50 percent of the Concessioner's cost of construction, except that it shall be 40 percent of the Concessioner's cost of construction if that cost is more than \$1,000,000 and not more than \$5,000,000 and in the fixed sum of \$2,500,000 if the Concessioner's cost of construction is more than \$5,000,000. Each bond shall have good, acceptable and sufficient sureties, to be in effect until the initial 2 year capital improvement phase of the Concession Contract is complete.

c. **Concession Fee Payment Bond.** Within ten (10) days after award of the Concession contract, the Concessioner will be required to furnish two (2) copies of a payment bond, with good, sufficient, and acceptable sureties, to be in effect until the initial fifteen (15) year term of the Concession contract is complete. This bond will be furnished prior to the commencement of contract performance. The penal sum of the bond shall equal 100 percent (100%) of the Concessioner's total guaranteed minimum payments, as shown in Exhibit A.

ARTICLE 18 - SERVICES TO BE PROVIDED BY THE GOVERNMENT

a. **General Base Security,** as described by the rules and regulations of NAS Lemoore (see Attachment 10), except that security of construction areas, materials, and operations during the construction period, and internal security specific to the operation of the golf course are the responsibility of the Concessioner.

b. **Fire Protection,** as described by the rules and regulations of NAS Lemoore (see Attachment 11).

c. Utilities, with regard to the requirements outlined in ARTICLE 9 and as described in Attachment 8 and 9 of this contract.

d. All services not specifically designated to be provided by the NAFI are the responsibility of the Concessioner.

ARTICLE 19 - ASSIGNMENT OR SALE OF INTERESTS

a. The Concessioner shall not assign or otherwise sell or transfer responsibilities under this contract, nor sell or otherwise assign or transfer a controlling interest in such operations, this contract, or a controlling interest in the Concessioner's ownership without the prior approval of the Contracting Officer. Such approval shall not be unreasonably or arbitrarily withheld so long as such assignee or purchaser has both experience and expertise in the development, construction, management, and operation of golf courses (or if it does not have such experience or expertise, it retains a reputable management agent which does) and a net worth acceptable to the Contracting Officer, and consists of reputable individuals who have no conflicts of interest with the NAFI.

b. The Concessioner shall not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for the operation authorized under this contract.

c. No mortgage shall be executed, and no bonds, shares of stock, or other evidence of interest in, or indebtedness upon, the assets of the Concessioner, including this contract, except for the purposes of constructing, installing, enlarging, or improving facilities or equipment required under the terms and conditions of the contract.

d. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment, transfer, or encumbrance, the creditor or any assignees thereof, shall succeed to the interest of the Concessioner in such assets but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the NAFI.

ARTICLE 20 - CHANGES

a. The Contracting Officer may at any time, by written order, make changes within the general scope of this contract in any one or more of the following:

1. Description of services to be performed;
2. Time of performance (i.e., hours of the day, days of the week, etc.).
3. Specifications or requirements.
4. Place of performance of the services.

b. If any such change causes an increase or decrease in the Concessioner's cost of performance under this contract, whether or not changed by the order, the Contracting Officer shall modify the Concession contract by:

1. Making an equitable adjustment in the green fees and/or charges and/or Concession fees, or
2. Revising the delivery schedule, or
3. Both.

c. The Concessioner must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days from the receipt of written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before the final concession fee is paid.

d. Failure to agree to any adjustment shall be a dispute under the DISPUTES clause (ARTICLE 25). However, nothing in this clause shall excuse the Concessioner from proceeding with the contract as changed, unless the Concessioner shall represent in writing to the Contracting Officer within 7 days from the receipt of written order that the increase of fees necessary to accomplish the requested change would reduce business to the point of economic unviability.

e. No services or work for which an additional cost or fee will be charged by the Concessioner will be furnished without the prior written authorization of the Contracting Officer or a designated representative of the Contracting Officer.

ARTICLE 21 - TIME EXTENSIONS

The Concession contract will not be terminated nor the Concessioner charged with resulting damage if delays arise from unforeseeable cause beyond the control of the Concessioner and/or his Contractors, subcontractors, suppliers, or another NAFI Concessioner or Contractor. However, the Concessioner shall notify the Contracting Officer, in writing, of any delay within ten (10) calendar days after it begins. The Contracting Officer shall ascertain the facts, determine the extent of the delay, and grant an extension when justified.

ARTICLE 22 - SEVERABILITY AND REMEDIES

a. If this Concession contract or any term or provision thereof or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Concession contract, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Concession contract shall remain valid and be enforced to the fullest extent permitted by law.

b. The specified remedies to which the NAFI may resort under the terms of this Concession contract are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the NAFI may be lawfully entitled in case of any breach or threatened breach by the Concessioner of any provisions of this Concession contract. The failure of the NAFI to insist in any one or more cases upon the strict performance of any other the covenants of the Concession contract on the part of the Concessioner to be performed or to exercise any option herein contained shall not be constructed as a waiver or relinquishment for the future of such covenant or option.

ARTICLE 23 – STANDARDS OF PERFORMANCE

The Concessioner shall be responsible for assuring that the operations authorized under the contract provide service to the best standards prevailing for similar businesses. The service rendered by the Concessioner shall at all times be orderly and sufficient to meet the reasonable demands of the authorized users.

The NAFI reserves the right to object to the services or any particular conditions of the contracted properties where it finds and deems that the services or conditions fail to meet the best standards prevailing for similar businesses. The NAFI shall submit to the Concessioner a written notification of any objections. The Concessioner shall correct any unsatisfactory services or conditions within 30 calendar days of written notification. If the Concessioner cannot correct the problem within 30 days, the Concessioner shall contact the Contracting Officer to arrange a mutually acceptable timetable for correction. When the Contracting Officer determines that the unsatisfactory services or conditions threaten the authorized user's health, safety, or welfare, the Contracting Officer will notify the Concessioner verbally or in writing. (If notification is verbal, the Contracting Officer will confirm in writing within 2 days.) If deemed necessary by the Contracting Officer, the Concessioner agrees to discontinue and/or stop the threatening services and/or the areas of concern immediately upon notification. The Concessioner shall correct the problem or submit a corrective action plan within 5 calendar days of notification. The Contracting Officer will accept or reject the plan within 5 calendar days of receipt. In the event the Concessioner fails to correct the problem or to submit a corrective action plan within 5 calendar days, and the services or conditions continue to threaten the authorized user's health, safety, or welfare, and the NAFI wishes to correct the problem, the Concessioner agrees to allow the NAFI to correct the problem and to pay the costs incurred by the NAFI in doing so.

ARTICLE 24 – EXPANSION

The Concessioner may expand or enlarge the facilities or services beyond the proposed capital improvements upon approval from the Contracting Officer. The Concessioner shall submit a written proposal of any expansion with all specifications to the NAFI and receive written approval before construction of the facilities or initiation of the services.

These additional facilities shall become part of the original terms of this contract and shall be disposed of in accordance with ARTICLES 5, 6 and 7.

ARTICLE 25 - DISPUTES

a. Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall state his decision in writing and mail or otherwise furnish a copy of it to the Concessioner. Within 90 days from the date of receipt of such copy the Concessioner may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Armed Services Board of Contract Appeals and the decision of the Board shall be final and conclusive: provided that if no such appeal is filed the decision of the Contracting Officer shall be final and conclusive. The Concessioner shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, however, the Concessioner shall proceed diligently with the performance of the contract and in accordance with the decision of the Contracting Officer unless directed to do otherwise by the Contracting Officer.

b. The "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in the paragraph above, provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ARTICLE 26 - LAW GOVERNING CONTRACTS

In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined in accordance with the substantive laws of the United States of America.

ARTICLE 27 - LEGAL STATUS

The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts; however, they do not obligate appropriated funds of the United States.

ARTICLE 28 - EXAMINATION OF RECORDS

a. The clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by means of negotiation. The Concessioner agrees that the Contracting Officer or his duly authorized representative shall have the right to examine and audit the books and records of the Concessioner directly pertaining to the contract during the period of the contract and until the expiration of 3 years after the final payment under the contract.

b. The Concessioner agrees to include the above clause in all subcontracts hereunder which exceed \$10,000.

ARTICLE 29 - GRATUITIES

a. The NAFI may by written notice to the Concessioner, terminate the right of the Concessioner to proceed under this contract if it is found after notice and hearing, by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Concessioner, or any agent or representative of the Concessioner, to any officer or employee of the Government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.

b. In the event this contract is terminated as provided herein the NAFI shall be entitled (i) to pursue the same remedies against the Concessioner as it could pursue in the event of a breach of contract by the Concessioner and (ii) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Secretary of the Navy or his duly authorized representative), which shall be not less than three nor more than ten times the cost incurred by the Concessioner in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 30 - HOLD AND SAVE HARMLESS

a. The Concessioner agrees to hold the NAFI harmless from all claims or judgments for damages resulting from the use of products listed in this contract, except for such claims or damages caused by or resulting from the negligence of NAFI customers, employees, agents or representatives. The Concessioner further agrees to indemnify and hold the NAFI harmless from and against any and all claims arising from the Concessioner's noncompliance with any of the laws, codes, controls and requirements listed in this contract. The Concessioner shall be liable for all fines or penalties assessed against the NAFI or the Government which are engendered by any aspect of the Concessioner's performance or failure to perform under this contract. Such liability shall not be limited to the payment of the fines or penalties assessed against the Concessioner, but shall include the reimbursement of all such costs, fines, or penalties if paid by the NAFI or the Government.

b. The Concessioner shall indemnify, save harmless and defend the NAFI, its outlets and customers from any liability, claimed or established for violation of infringement of any patent, copyright or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof.

c. The Concessioner shall at all times hold and save harmless the NAFI, its agents, representatives and employees from any and all liabilities, suits and expenses which arise out of acts or omission of Concessioner, its agents, representatives, or employees. Also, the Concessioner shall at all times hold and save harmless the NAFI, its agents, representatives and employees from any and all liabilities, claims, and costs of whatever kind and nature for injury to or death of any person or persons, including the Concessioner's employees.

ARTICLE 31 - ADVERTISEMENTS

The Concessioner agrees that none of its nor its agent's advertisements, to include publications, merchandise, promotions, coupons, sweepstakes, contests, sales brochures, etc., shall state, infer or imply that the Concessioner's products or services are approved, promoted or endorsed by the Department of the Navy or the NAFI. Any advertisement, including cents off coupons, which refer to the NAFI will contain a statement that the advertisement is neither paid for nor sponsored in whole or in part by the particular activity.

ARTICLE 32 - ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this solicitation/award, the inconsistency shall be resolved by giving precedence in the following order: (i) Contract Requirements; (ii) Standard Clauses; and (iii) other provisions of the solicitation/award.

ARTICLE 33 - COVENANT AGAINST CONTINGENT FEES

a. The Concessioner warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For break or violation of this warranty, the NAFI shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

b. "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a Concessioner for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

c. "Bona fide employee," as used in this clause, means a person, employed by a Concessioner and subject to the Concessioner's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

ARTICLE 34 - ANTI-KICKBACK PROCEDURES

a. Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Concessioner, prime Concessioner employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Concessioner employee," as used in this clause, means any officer, partner, employee, or agent of a prime Concessioner.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Concessioner or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (i) means any person, other than the prime Concessioner, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (ii) includes any person who offers to furnish or furnishes general supplies to the prime Concessioner or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

b. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from

1. Providing or attempting to provide or offering to provide any kickback;
2. Soliciting, accepting, or attempting to accept any kickback; or
3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Concessioner to the United States or in the contract price charged by a subcontractor to a prime Concessioner or higher tier subcontractor.

c. 1. The Concessioner shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph b of this clause in its own operations and direct business relationships.

2. When the Concessioner has reasonable grounds to believe that a violation described in paragraph b of this clause may have occurred, the Concessioner shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

3. The Concessioner shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

4. Regardless of the contract tier at which a kickback was provided, accepted, or charged under the contract in violation of paragraph b of this clause, the Contracting Officer may

(i) Offset the amount of the kickback against any monies owed by the United States under this contract and/or

(ii) Direct that the Concessioner withhold from sums owed the subcontractor, the amount of the kickback. The Contracting Officer may order this clause be paid over to the NAFI unless the NAFI has already offset those monies under subdivision (c)(4)(i) of this clause. In the latter case, the Concessioner shall notify the Contracting Officer when the monies are withheld.

5. The Concessioner agrees to incorporate the substance of this clause, including this subparagraph c(5), in all subcontracts under this contract.

ARTICLE 35 - CLEAN AIR AND WATER

a. Definitions

"Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean air standards," as used in this clause, means

1. Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
2. An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));
3. An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or
4. An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with

1. Clean air or water standards; or
2. A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Concessioner or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

b. The Concessioner agrees

1. To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other

requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

2. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

3. To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

4. To insert the substance of this clause into any nonexempt subcontract, including this subparagraph.

ARTICLE 36 - ASSIGNMENT OF CLAIMS

a. The Concessioner, under the Assignment of Claims Act, as amended, 31 U.S.C.203, 41 U.S.C.15 (hereafter referred to as "the Act") may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

b. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract

c. The Concessioner shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

ARTICLE 37 - ASSIGNMENT

The Concessioner may not assign its rights or delegate its obligations under this contract without prior written consent of the Contracting Officer.

ARTICLE 38 - WARRANTY

The Concessioner agrees that the supplies and services furnished under this contract shall be covered by the most favorable commercial warranties the Concessioner gives to any customer for such supplies and services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. The printed terms and conditions of such warranty will be provided to the Contracting Officer with the delivery of any supplies covered.

EXECUTION BY CONCESSIONER

NAME OF CONCESSIONER

BY

(Signature)

(Witness)

(Title)

(Date)

**FOR CORPORATE CONCESSIONER, CERTIFICATION BY SECRETARY
OR ASSISTANT SECRETARY OF THE CORPORATION**

I certify that the person who signed this Concession Contract was
then the officer indicated and this agreement was duly signed for
and on behalf of said corporation by authority of its governing body
and is within the scope of its corporate powers.

(Signature)

(Title)

EXECUTION FOR AND ON BEHALF OF THE NAFI

BY

(Contracting Officer)

(Date)

(Witness)

SERVICE IDENTIFICATION DATA

NAME AND ADDRESS OF ACTIVITY

LOCAL NAFI REPRESENTATIVES/
TITLE AND ADDRESS

ADDRESS OF CONCESSIONER

LIST OF EXHIBITS

- A. Concession Fee Schedule
- B. Map and Legal Description of Site
- C. Site Plan and Drawings
- D. Operations and Maintenance Plan
- E. Required Capital Improvements
- F. Capital Improvements Plan

EXHIBIT A
CONCESSION FEE SCHEDULE

This schedule is to be completed by the offeror after reading the entire Request for Proposals (RFP) and will be submitted as a part of the offeror's proposal. Concessioner shall pay, on a monthly basis, Concession fees in terms of a percentage of gross receipts or a guaranteed lump sum payment, whichever is greater, beginning with the first month of the third year of the contract.

<u>CLIN</u>	<u>Item Description</u>	<u>Guaranteed Minimum Payment</u>	<u>Percentage of Gross Receipts</u>
0001	Fees charged for golfing activities to include greens fees and rental or other fees charged for the use of golfing equipment.	\$ _____/month	_____ %
0002	Commissions or other fees collected for the operation of coin-operated vending or service machines including pay telephones.	\$ _____/month	_____ %
0003	Club dues, initiation fees, and assessments, except that separate assessments for capital improvements are exempted.	\$ _____/month	_____ %
0004	Receipts from the operation of restaurants, restaurant/cocktail lounge combination and coffee shops.	\$ _____/month	_____ %
0005	Sale of miscellaneous goods and services not specifically provided for elsewhere.	\$ _____/month	_____ %

EXHIBIT B
MAP AND LEGAL DESCRIPTION OF SITE

(To be Provided by NAS Lemoore)

EXHIBIT C
SITE PLAN AND DRAWINGS

(To be Priveded by NAS Lemoore)

EXHIBIT D
OPERATIONS AND MAINTENANCE PLAN

(To be Provided by Offeror in Accordance with Section V, Paragraph D).

EXHIBIT E

REQUIRED CAPITAL IMPROVEMENTS

In the initial construction of improvements, the Concessioner covenants that he will construct the following:

1. Regulation 18-Hole Golf Course. A regulation 18-hole golf course will be constructed on the Premises. The design shall incorporate a minimum yardage of 6,800 yards; the par shall be 72; the greens shall each contain a minimum area of 6,000 square feet; the layout and construction shall conform with the best practices and with applicable U.S. Golf Association recommendations. In the construction of the golf course, provision will be made for operation of electric or gasoline golf carts. Planning shall include cart routes surfaced as necessary to protect heavily traveled locations and to divert carts from invading the green area. Golf course must conform to all criteria of the Northern California Golf Association, and Concessioner must apply for membership in the NCGA as soon as possible.
2. Practice Putting Green. A practice putting green will be constructed on the Premises. The design shall contain a minimum area of 9,000 square feet; the surface shall be of the same turf as the greens on the course; the construction shall conform with best practices and with the applicable U.S. Golf Association recommendations.
3. Practice Driving Range. A practice tee and fairway with provision for a minimum of twenty (20) tee spaces will be constructed on the Premises. Design of this facility shall include provision for increasing the capacity if space requirements will permit.
4. Building. A clubhouse building, with a floor area of not less than 3,000 square feet, which will include restrooms and facilities for a pro-shop and for sale of food and refreshments will be constructed on the Premises. All buildings constructed on the Premises shall conform to all laws, rules, regulations and ordinances applicable to safety and accessibility of physically handicapped. A building for maintenance equipment, cart storage and general storage shall also be provided.
5. Roads and Parking. A surfaced access and entrance road shall be provided to the clubhouse area from State Highway 198, the southern boundary of the Premises. Surfaced parking areas to accommodate a minimum of 100 cars shall be provided in close proximity to the clubhouse.

Space for future surfaced parking for an additional 50 cars and an overflow parking area shall also be provided in close proximity to the clubhouse. Planning

shall include a surfaced access and entrance road to the above-mentioned parking areas from State Highway 198.

6. Watering System. A permanent watering system providing between 700 and 900 gpm will be provided. A fully automatic water system will be provided for all tees and greens. The system shall be designed to function as an automatic system incorporating all desirable elements of systems of that type. A manual quick coupling valve system or other system having equal or better functional characteristics will be provided for all fairways.

7. Drainage System. A tile drainage system will be provided for the golf course. The NAS Lemoore drainage ponds will be made available for receiving drainage water; connections to the drainage ponds shall be at the Concessioner's expense and subject to the Contracting Officer's approval. Alternative uses of the drainage water, conforming to all specifications and standards of the U.S. Department of Agriculture soil conservation standards, may be found acceptable and approved by the Contracting Officer.

EXHIBIT F
CAPITAL IMPROVEMENTS PLAN

(To be Provided by Offeror in Accordance with Section V.)

SECTION IV
REPRESENTATIONS AND CERTIFICATIONS

Solicitation Reference Number:

Name and Address of Offeror:

DUNS Number:

Date of Offer:

The bidder makes the following representations and certifications by placing a check in the appropriate spaces or otherwise as appropriate as part of the bid identified above. (In negotiated procurements, "bid" and "bidder" shall mean "offer" and "offeror.") A completed REPRESENTATIONS AND CERTIFICATIONS is to be returned with the bid.

1. CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

a. Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror:

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

b. Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer:

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119), or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation of contract number, and representing that the prior SF 119 applies to this offer or quotation. (FAR 52.203-4)

2. TYPE OF BUSINESS ORGANIZATION (APR 1984)

The offeror or quoter, by checking the applicable box, represents that it operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture. (FAR 52.215-6)

3. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

a. The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

c. If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. (FAR 52.203-2)

4. PARENT COMPANY AND IDENTIFYING DATA (APR 1984)

a. A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

b. The bidder ☐ is, ☐ is not [check applicable box] owned or controlled by a parent company.

c. If the bidder checked "is" in paragraph (b) above, it shall provide the following information:

Name and Main Office Address
of Parent Company (Include
Zip Code)

Parent Company's Employer's
Identification Number

d. If the bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification Number on the following line: _____
(FAR 52.214-8)

5. CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(Applies when the amount of the contract is in excess of \$10,000.)

a. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

b. By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

c. The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause,

(2) Retain the certifications in the files, and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. (FAR 52.222-21)

6. CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The offeror certifies that:

- a. Any facility to be used in the performance of this proposed contract ☐ is, ☐ is not listed on the Environmental Protection Agency List of Violating Facilities;
- b. The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- c. The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract. (FAR 52.223-1)

7. DATA UNIVERSAL NUMBERING SYSTEM NUMBER REPORTING (APR 1984)

In the block with its name and address, the offeror should supply the Data Universal Numbering System (DUNS) Number applicable to that name and address. The DUNS Number should be preceded by "DUNS:". If the offeror does not have a DUNS Number, it may obtain one from any Dun and Bradstreet branch office. No offeror should delay the submission of its offer pending receipt of its DUNS Number. (DFARS 52.204-7004)

8. AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations [list names, title, and telephone numbers of the authorized negotiators.] (FAR 52.215-11)

NOTE: Bids must set forth full, accurate and complete information as required by this invitation for bids (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

A completed REPRESENTATIONS AND CERTIFICATIONS is to be returned with the bid.

SECTION V

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

A. Solicitation, Offer and Award

This RFP contemplates proposals for the design, construction and operation, management, of a golf facility at NAS Lemoore. The NAFI will not consider nor award any proposal which does not provide for all phases. Any proposal not providing such services and improvements shall be considered nonconforming.

A preproposal conference will be held on _____ 1989 at _____ a.m.* local time in Building _____, NAS Lemoore, Harford, California. Prospective offerors are encouraged to submit written questions no later than _____ 1989 to the Contracting Officer. Prepared answers will be delivered during the conference if possible. The conference agenda will include explanation of the RFP, project requirements and a site tour. A question and answer period will also be provided. An amendment to the RFP may be issued to provide answers to questions should it be necessary.

Questions should be submitted to the address below.

Proposals in the format described in this section are due by and will be accepted until noon*, local time _____ 1989, at the following address:

*Offerors should allow sufficient time to obtain a visitor's pass for entry on base.

It is anticipated that award will be made within 90 calendar days after the date proposals are due.

NOTE; THE GOVERNMENT MAY AWARD A CONTRACT AT ANY POINT AFTER RECEIPT OF THE INITIAL PROPOSALS WITHOUT DISCUSSIONS. THEREFORE, EACH PROPOSAL SHOULD CONTAIN THE OFFEROR'S BEST TERMS FROM ALL STANDPOINTS.

B. Submission of Proposals

Seven copies of the proposal are required. The size of some portions of the proposal is restricted as follows: Capital Improvements – fifteen (15) pages; Operations and Maintenance Plan – twenty (20) pages; Offeror's Golf Course Experience – fifteen (15) pages; and Concession Fee Payment to NAFI – five (5) pages. Pages will be a standard 8½ x 11 inches printed on one side and type size will be no smaller than one tenth of an inch in twelve pitch. Proposals are to be typed double-spaced. Proposals should be submitted in four separate and detachable parts as indicated in the following paragraphs to enable independent review of each part. PROPOSALS CONTAINING MORE THAN THE ALLOWABLE NUMBER OF PAGES IN THE ABOVE-LISTED SECTIONS WILL BE RETURNED AS NONRESPONSIVE.

C. Capital Improvements (Part I) (Exhibit F)

This part of the proposal shall consist of narrative and supporting data to address the design and construction of the golf course and associated facilities. Address the mandatory capital improvements listed in Exhibit E and any additional improvements offered. The number, concept, timing, and appropriateness of these additional improvements will count toward selection of the successful officer. Indicate the minimum amount of money to be spent on each improvement, the scope of the improvement, and the construction timetables. Note that the construction timetables, the minimum amount of money to be spent on each improvement, and the scope of each improvement will be incorporated into and made part of the contract. Construction Specification Institute (CSI) format is preferred for all engineering construction data. Scaled drawings shall be provided. Artistic renderings are required for clarification. This part shall be limited to fifteen (15) pages, excluding plans, drawings, and illustrations, and shall contain the following elements:

1. **Site Adaptation.** Indicate how the site design of the golf course will relate to its surroundings and fit into the overall character of the base. Demonstrate how vehicular and pedestrian traffic will circulate within the site and between the site and its surroundings. Describe parking and landscaping plans, including choice of materials.
2. **Architectural Treatment.** Describe how the proposed exterior and interior facility design responds to this RFP and are generally compatible with the Base's Exterior Architectural Plan.
3. **Fire Protection.** Describe how the proposed design of the clubhouse building addresses all the provisions pertaining to fire protection and life safety.
4. **Space Requirements and Relationships.** Present floor plans showing functional relationships, convenience, and logistics. Discuss the arrangements and apportionment of spaces, circulation, integration and segregation of functions, tran-

sition between spaces, and indoor/outdoor relationships. Discuss flow of client activities, both within and between areas.

5. **Construction.** Describe the construction and materials to be used for both exterior walls and interior partitions. Specify insulation types together with anticipated energy consumption levels in Btu's/SF/year. Also, describe mechanical and electrical systems.

6. Include the following plans and drawings:

(a) Site plan for the golf course, including finished contours, grading and drainage, landscaping, parking/traffic layout, walkways, lighting and layout of utility lines below grade. The scale for this plan shall be 1 inch = 30 feet.

(b) Floor plan showing the layout of the clubhouse building.

(c) Exterior elevations of all sides of the clubhouse building.

(d) Typical sections of the clubhouse building.

(e) Conceptual drawings of the golf course development and facilities including a rendered site plan showing buildings and parking to scale. Also provide outline specifications.

7. Provide a Development Management Plan, to include proposed schedules for design and construction of the golf course and associated facilities. The schedules shall identify the availability of each facility for limited service (if applicable) and full service, and shall identify financing milestones.

8. Provide specifications and catalog cuts for proposed furnishings, equipment and appliances, if applicable.

D. Operations and Maintenance Plan (Part 2)

This part is limited to twenty (20) pages and shall include the following:

NOTE THAT THE MAINTENANCE PLAN WILL BE INCORPORATED INTO AND MADE A PART OF THE CONCESSION CONTRACT.

1. **Course and Facilities Maintenance Plan.** Describe how the course will be maintained, including grass cutting, landscaping, watering, aerifying, greens treatment, pest control, litter control, and chemical application schedules. Include mowing heights and equipment to be used. Indicate miscellaneous course maintenance schedules such as cup changes and ball mark inspections and repair. Also include repair and routine and preventive maintenance plans for equipment and buildings. Include an equipment replacement schedule. Indicate who will do the work and the proposed response times for emergency (life and safety) and routine requirements.

2. Course and Facilities Operations Plan. Describe the policies and procedures under which the course and ancillary facilities will be operated. Include "house rules" for the course, golf cart, equipment rental, and pro shop policies. Include operating hours and staffing levels for all facilities. Describe the tee-time reservation system and discuss how military users will be given priority tee times. Describe the marketing plan. Describe the marketing plan. Describe the membership system and the relationship of membership fees to greens fees.

3. Maintenance Quality Control Program. Describe procedures to maintain performance standards. Indicate how performance standards will be established to comply with the contract and with levels of quality implicit in the offeror's proposal.

4. Operations Quality Control Program. Describe procedures to maintain performance standards. Indicate how performance standards will be established to comply with the contract and with levels of quality implicit in the offeror's proposal.

5. Business and Financial Plan. Describe the estimated revenues and expenses and financing assumptions. Provide a cash flow prospectus supporting any proposed payment to the NAGI

E. Experience and History (Part 3)

This part is limited to fifteen (15) pages and unlike the previous parts, will not become an exhibit of the Concession agreement. Provide the following in detail:

1. Information to evaluate your overall experience with respect to: the construction, administration and operation of a golf course, management of the physical plant and facilities, staffing trained personnel, the ability to interface and coordinate with patrons and the installation, and the financial capability to operate and maintain the facilities. The offeror must be able to demonstrate that planned staffing, personnel policies, corporate management support, and management procedures will be maintained throughout the term of the contract.

2. References. List all golf courses owned, leased or operated within the last 5 years. Provide dates and years of involvement with these activities. For those activities operated but not owned, provide the name and address of the owning organization, the contract number, and a reference contact and telephone number.

3. Resumes of all general partners, owners, corporate officers, members of the development team, and management agent.

4. Description of the organizational structure and interrelationship of the project team members (i.e., developer, architect, contractor, operator, and others).

5. Financial statement indicating financial resources to perform the requirements of this RFP; include conditional commitment of lender funds. Identify any loans upon which the firm or principals have defaulted and any construction/development contract project defaults involving the firm or principals of the firm.

6. Name, address, and telephone number of three individuals, including financial, industry, trade, and credit references, whom we may contact regarding the offeror's past experience.

7. Any other information describing the offeror's ability to fulfill the requirements of this RFP.

8. The above information must also be supplied for any partners or owners in partnerships, corporations, or other entities formed subsequent to the submission of the proposal or award of the contract.

F. Concession Fee Payment to NAFI (Part 4)

This part shall consist of the following:

1. Standard Form 33, Solicitation, Offer, and Award.
2. Concession Fee Schedule (Exhibit A).
3. Representations and Certifications (Section IV).
4. Standard Form 24, Bid Bond (Attachment 2).

G. Concession Agreement

Offerors shall submit a duly-executed concession contract (Section III) with their proposals. The NAS Lemoore NAFI will execute the concession contract upon award.

H. Instructions to Offerors

1. **Solicitation Definitions.** "Offer" means "proposal" in negotiation. "Solicitation" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

2. **Unnecessarily Elaborate Proposals or Quotations.** Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual or other presentation aids are neither necessary nor wanted.

3. **Acknowledgment of Amendments to Solicitations.** Offerors shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment, (b) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, or (c) by letter or telegram. The NAFI must receive the acknowledgment by the time specified for receipt of offers.

4. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice, if that notice is received by the time specified for receipt of offers.

(c) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the NAFI and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

5. Late Submissions, Modifications, and Withdrawals of Proposals

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th), or

(2) Was sent by mail (or telegram if authorized) and it is determined by the NAFI that the late receipt was due solely to mishandling by the NAFI after receipt at the Government installation, or

(3) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Offeror's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1) and (2) above.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the NAFI after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as

having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) Notwithstanding paragraph (a) above, a late modification of an otherwise successful proposal that makes its terms more favorable to the NAFI will be considered at any time it is received and may be accepted.

(g) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the representative's identity is made known and the representative signs a receipt for the proposal before award.

6. Restriction on Disclosure and Use of Data. Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the NAFI except for evaluation purposes, shall -

(a) Mark the title page with the following legend:

This proposal or quotation includes data that shall not be disclosed outside the NAFI and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of - or in connection with - the submission of this data, the NAFI shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the NAFI's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

7. Preparation of Offers

(a) Offerors are expected to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other

changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(d) Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(e) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

8. Explanation to Prospective Offerors. Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

9. Failure to Submit Offer. Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

10. Contract Award

(a) The NAFI will award a concession contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the NAFI, in terms of facilities, services, experience and contribution to the NAF.

(b) The NAFI may (i) reject any or all offers, (ii) accept other than the lowest offer, and (iii) waive informalities and minor irregularities in offers received.

(c) The NAFI may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms.

(d) The NAFI may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations.

(e) A written award or acceptance of 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 NAFI may accept an offer (or part of an offer, as provided in Paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counter offer by the NAFI.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

11. Type of Contract. The Government contemplates award of a concessions contract resulting from this solicitation.

12. Site Visit. Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

13. Private Opening of Proposals. Proposals will be privately opened at the time set for opening in the RFP. Their contents will not be made public.

14. Offers – Acceptance Period. Offers offering less than the period of days specified for acceptance by the NAFI from the date set for opening of offers will be considered nonresponsive and will be rejected.

15. Modifications Prior to Date Set for Opening Offers. The right is reserved, as the interest of the NAFI may require, to revise or amend the specifications or drawings or both prior to the date set for opening offers. Such revisions and amendments, if any, will be announced by an amendment or amendments to this RFP. If the revisions and amendments are of a nature which requires material changes in quantities or prices to be bid or both, the date set for opening offers may be postponed by such number of days as in the opinion of the issuing officer will enable offerors to revise their offers. In such cases, the amendment will include an announcement of the new date set for opening offers.

16. Offer Guarantee

(a) To assure the execution of the contract and the performance bond, each offeror shall submit with its bid a guaranty bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury, as an acceptable surety, or other security as provided in this clause. Security shall be in the sum of \$500,000. The offer guaranty shall be accompanied by

a verifax or other facsimile copy of the agent's authority to sign bonds for the surety company.

(b) Failure to furnish a offer guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(c) The offeror shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(d) If the successful bidder, upon acceptance of its bid by the NAFI within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may terminate the contract for default.

(e) Unless otherwise specified in the bid, the bidder will (1) allow 60 days for acceptance of its bid and (2) give bond within 10 days after receipt of the forms by the bidder.

(f) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

17. Best and Final Offers

(a) After evaluating proposals, the NAFI may call for best and final offers. Such best and final offers will be treated as firm proposals in place of the proposals originally submitted. On the day the Contracting Officer requests best and final offers, he will quote the previous day's yield of the most recent 10-year U.S. Treasury Bond. The yield quoted will be the previous day's closing yield for the most recent 10-year U.S. Treasury Bond, as reported in the Wall Street Journal dated the day best and final offers are requested. The Contracting Officer must award the Contract Agreement within 45 days of the date best and final offers are due or the successful proposer is not bound by the terms of his best and final offer.

(b) Additionally, the successful proposer is not bound by the terms of his best and final offer if, on the day of award, the previous day's closing yield of the most recent 10-year U.S. Treasury Bond, as reported in the Wall Street Journal dated the day of the award, is more than one half of one percent (50 basis points) higher than the yield quoted by the Contracting Officer on the day best and final offers were requested. The successful proposer may, at his option, agree to accept an award made after the 45 days described in paragraph a above, or when the yield described above has increased more than one half of one percent; however, he must notify the

Contracting Officer of his acceptance within 5 days of the date of award in writing, and bonds and other documents are required to be submitted as scheduled in this RFP.

SECTION VI

EVALUATION FACTORS FOR AWARD

A. Process

The NAFI will select a proposal and award a contract under this RFP using a negotiated acquisition process that allows the NAFI to evaluate offers on factors other than price alone, and to select the proposal that provides the "greatest value to the NAFI."

NOTE: THE "GREATEST VALUE TO THE NAFI" UNDER THIS RFP WILL BE DETERMINED BY EVALUATING THE TECHNICAL QUALITY AND PROPOSED CONTRACT PAYMENTS OF EACH OFFER.

A selection board will review and evaluate all proposals submitted in response to this RFP, according to the procedures explained in the paragraphs below. After the selection board has completed its review of the proposals, as described below, the Contracting Officer will forward the board's recommendation for award to the selection authority, who will make the final decision on awarding this contract.

NOTE: The Contracting Officer may request on-site visitation of facilities similar to those requested in the RFP that have been designed, constructed, operated, and maintained by the offeror.

B. Source Selection Board

Under the selection process, proposals are evaluated by the Board using a predetermined selection plan. In this RFP, the selection plan consists of two parts: (1) a technical rating plan, and (2) a concession payment evaluation. The technical sorting plan carries a significantly greater weight, and the selection board has considerable discretion in determining which proposal represents the "greatest value to the NAFI."

C. Source Selection Plan

Those proposals that are "responsive" – that is, conform to the format and requirements of this RFP – will be evaluated using a predetermined rating plan. This plan consists of the following four major rating elements:

- Capital Improvements – Design/Construction
- Operation and Maintenance Plan

- Experience and History
- Concession Fee Payments to NAFI.

The four rating elements are listed above in the order of their importance.

A narrative description of the selection plan elements is outlined in Section V. Offerors should carefully review this section to fully understand the criteria upon which their proposals will be rated.

NOTE: Offerors must also understand that their treatment of each rating element will significantly affect the acceptability of their proposals to the NAFI. Offerors should not assume that they can enhance the acceptability of their proposals by offsetting weak technical proposals with favorable concession fee proposals.

Section V of this RFP specifies the information to be submitted with each offer. This information will be used by the selection board in evaluating the technical elements of each proposal. Since this is a negotiated acquisition, offerors should anticipate discussions with members of the selection board and their consultants regarding individual elements of their proposals. These discussions may result in the selection board requiring the offeror to furnish additional evidence of financial condition, ability to assume and perform the obligations and responsibilities imposed by the terms and conditions of the agreement, and the proposal submitted. These discussions may also include requests for additional information or suggested changes to proposals to conform with NAFI objectives.

NOTE: IT IS THE RESPONSIBILITY OF EACH OFFEROR TO INSURE THAT ITS INITIAL PROPOSAL INCLUDES ALL OF THE INFORMATION SPECIFIED IN THE RFP. THE OFFEROR SHALL PROVIDE ANY SUBSEQUENT INFORMATION REQUESTED BY THE NAFI IN A TIMELY MANNER BY THE DATE AND TIME SPECIFIED BY THE CONTRACTING OFFICER OR HIS DESIGNATED REPRESENTATIVE.

ATTACHMENTS

LIST OF ATTACHMENTS

1. Agreement Between Base Commanding Officer and Kings County
2. Golf Market Demand Analysis for Lemoore Naval Air Station
3. Base Loading Data
4. Smart Compass Data
5. Standard Form 24, Bid Bond
6. Standard Form 25, Performance Bond
7. Standard Form 25A, Payment Bond
8. Utility Rates/Charges/Locations
9. Site Plan and Drawings
10. General Base Security Regulations
11. Fire Protection Regulations
12. Standard Form 1411, Contract Pricing Proposal Cover Sheet

ATTACHMENT 1

**AGREEMENT BETWEEN BASE COMMANDING OFFICER
AND KINGS COUNTY**

**AGREEMENT BETWEEN BASE COMMANDING OFFICER
AND KINGS COUNTY**

(To be Provided by NAS Lemoore)

ATTACHMENT 2

**GOLF MARKET DEMAND ANALYSIS
FOR LEMOORE NAVAL AIR STATION**

**Golf Market Demand Analysis
For
Lemoore Naval Air Station
Lemoore, California**

Prepared for
The United States Navy

Prepared by
National Golf Foundation
1150 South U.S. Highway One
Jupiter, Fl 33477

March 31, 1988

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Introduction

The services of the National Golf Foundation were retained by the United States Navy to assist in determining the feasibility of a publicly accessible, 18-hole golf course and practice range proposed for development at the Lemoore Naval Air Station near the City of Lemoore in Kings County, California.

It is the understanding of the Foundation that two features of the proposed project would be unique among golf facilities available at U.S. Navy bases:

1. The golf course will be designed, constructed, and operated by private contractors selected through prescribed proposal and bidding procedures. No appropriated funds would be involved.
2. When complete and in operation, the golf course will be open to the general public on a daily fee basis as well as to active and retired military personnel.

The task of the Foundation was to identify the geographic primary and secondary market areas for such a facility, determine the pertinent population and demographic characteristics and growth potential, and measure the demand for additional public golf opportunity.

Toward those ends, the team of Dana Dribben, a staff study specialist, and Sheridan much,, senior consultant, visited the proposed site March 3 -5, 1988. During that period, the NGF team met with Captain J.D. Palmer, the base commander; Darryl Shaw, director of recreation, and other knowledgeable base personnel; toured the air station and environs, and surveyed the specific proposed golf course site.

The team visited all golf facilities which might be directly competitive to the proposed course and interviewed owners and/or operators of each. Further information was gathered at the Lemoore Chamber of Commerce, Kings County Planning Department, and the Crown Development Corporation of Kings County in Hanford. Intelligence collected in the area has been blended with that from the National Golf Foundation's continuing in-depth research in the golf business and industry to produce the following report.

Since many variables might affect a golf market between the development of a feasibility report and the actual opening of the facility, conclusions reached herein should not be considered definitive. They are, however, thoughtful estimates of potential golf demand in this market.

Significant Conclusions

1. An 18-hole, regulation golf course would provide the needed balance to the generally outstanding recreational facilities which are available to personnel at the Lemoore Naval Air Station.
2. Ample land area and favorable conditions exist within the Station for the development of such a golf complex.
3. The opportunity exists for the involvement of private enterprise and capitalization in the construction of the proposed golf course and support facilities in exchange for a long term operational lease if the course is made available to the general public as well as active and retired military personnel.
4. Two existing open-to-the public golf facilities within the immediate area are of insufficient quality to accommodate the potential primary golf market. One, in fact, may be closed within one or two years.
5. Many Lemoore/Hanford area golfers travel as far as 30 miles or more regularly to find satisfactory, 18-hole golf experiences.
6. Sufficient population resides on the base and in the trade areas of Lemoore and Hanford to support a new first rate golf course. A potential market share of 50,000 rounds would be available to a new course, properly promoted, within the first three-to-five years of operation.

7. Success of the project would be enhanced by the development of a quality golf course, professionally designed by a qualified and recognized golf course architect and constructed according to highest industry standards.

Definition of Terms

For the convenience of the reader, the following definitions of terms have been prepared. They will be helpful in understanding certain descriptions in the report.

Private Golf Club - A limited use facility designed for a restricted membership. The membership may own a proprietary interest in the club or ownership may be privately held by a corporation, partnership, or sole proprietor who leases, rents, or otherwise makes the course available to the members. The latter form is a non-proprietary or non-equity interest wherein the membership has no rights or privileges other than those specifically granted by the membership agreement. The letters PE (private, equity) and PN (private, non-equity) may be used to designate these facilities.

Daily Fee or Semi-Private - A course that is open to public play in varying degrees as prescribed by management. This type of facility is established to operate as a successful business venture. Its operating policy is aimed at returning the greatest net profit to the proprietors. These courses may or may not have member privileges, but in all instances rely on some degree of fee-paying patronage.

Municipal Golf Course - A course that is under control of a tax supported agency such as a City, County, State, or Park District. Its primary goal is to provide a recreation facility for the greatest number of citizens at the most reasonable cost to the taxpayers.

Par - The term designating the score that is anticipated from an expert golfer on a given hole or, collectively, for all the holes on the golf course. Par means errorless play under usual playing weather conditions, allowing two strokes on the putting green(s). Par is based on yardage recommended by the United States Golf Association (USGA) and is adjusted for men and women. A capsule summary of these factors:

Par	Men's Yardage	Women's Yardage	
3	250 yards or less	210 yards or less	
4	251 to 470 yards	211 to 400 yards	
5	471 yards and over	401 to 575 yards	
6		576 yards and over	

Golf Course Classifications - Golf courses are classified by the length of the course as determined by par.

Regulation Course - One whose par ranges from 66 to 72 strokes and whose 18-hole yardage is more than 5,200.

Executive, Intermediate, or Mid-Length Golf Course - One whose par ranges from 58 to 66 and whose 18-hole yardage measures from 4,000 to 5,200.

Short Course or Par 3 - One whose par measures from 54 to 58 and includes all golf courses of 18 holes under 4,000 total yards.

Golf Course Rating - Rating is a numerical expression of strokes and fractions of strokes to evaluate the playing difficulty of a given course as compares with other rated courses. It is established under USGA guidelines and is meant to provide an equitable basis for the computing of golf handicaps.

Round - This term applies to one starting time for one player who may sign for a 9-hole round or an 18-hole round. A round may be registered for any category of fee classification. It is the basic unit of measuring golf course frequency of play or attendance at a course over specific periods of time.

Overview

Lemoore Naval Air Station, (LNAS) now in its 28th year and the newest such installation in the nation, is situated along California State Highway 198 about eight miles west of the City of Lemoore. Base population, approximately 8,100 in 1988, is expected to increase steadily over the next few years, doubling by 1992, according to estimates of the base commander, Captain Jerry Palmer.

Recreational facilities available to both Navy personnel and civilian staff are many and varied, including bowling lanes, gymnasium, ball fields and a golf driving range and miniature course, among others. However, despite ample acreage -- the base covers some 17,000 acres, much of it leased out for agriculture -- no regulation golf course is available on the grounds.

Officers and enlisted personnel interested in golf have three possible alternatives within a 10-12 mile radius. Kings County Club north of Hanford, however, is private and its membership rolls are currently full. Only a few LNAS officers enjoy membership privileges at this 18-hole course.

Enlisted personnel normally play the nine-hole Lemoore Municipal Course, an old, well-established facility just south of the city. Some play the 18-hole Jackson Lakes course, a daily fee operation about three miles further south, but this course offers less than satisfactory conditions. Poor soil for turfgrass and a restricted budget for maintenance has left Jackson Lakes in frequently deplorable condition, a circumstance which could dictate closure in the near future.

In order to provide the opportunity for a quality golf experience to all personnel, the Navy proposes to make land available for the development of a regulation, 18-hole golf course on the air station.

Because current military policy does not permit the use of appropriated funds for such development, it is the intention of the Navy to seek the involvement of private enterprises in the project. If feasibility is established, the Navy will seek proposals from private sources for the design, construction, and operation of the golf course.

To enhance the potential for such a facility, two important elements have been stipulated in master planning:

1. The golf course will be situated just west of the LNAS main gate with direct access from Highway 198.
2. The facility, including a full service clubhouse, will be open to the general public on a daily fee basis.

Thus located and operated, the LNAS Golf Course might be expected to draw from a market area of sufficient geographic size and population to justify the involvement of private development capital.

A preliminary cost estimate of \$4.6 million has been made for the complete facility, including golf course and supporting amenities. If consummated, it would be the first golf course project developed under a privatization program for the Navy.

Proposed Golf Course

It has been proposed that the golf facility will include an 18-hole course "meeting PGA standards," clubhouse, pro shop, snack bar, driving range, putting course, parking lot and restrooms. As outlined on an official Navy Summary Project Information Sheet, the project lists a cost estimate of \$4,650,500, including design, construction, contingency and collateral equipment.

Construction cost estimates were made by William Ike, along with a basic routing plan. The latter calls for access to the parking area and clubhouse off California State Highway 198 just west of the main gate of the air station. All or portions of four different golf holes are routed along the highway, providing excellent visibility and "advertising" value. This obviously is a very tentative route plan, however, pending eventual professional design services.

If contours and elevations are to be developed, along with water hazards and storage ponds, ample land, all level and completely open is available, but will require considerable earth moving. An environmental impact examination has determined no adverse implications from the proposed golf course.

It has also been determined that sources for both potable and irrigation water are adequate, as are other necessary utilities.

While the PGA does not set standards for golf course design and construction, that reference in Navy documents is understood to mean a regulation golf course with maximum yardage of between 6,500 and 7,000 yards with multiple tee placements and greens measuring between 6,000 and 7,500 or more square feet each. Such a course may be enhanced with both fairway and green-guarding sand bunkers, water hazards, trees and other amenities.

It is anticipated that the Navy will insist upon the selection of a qualified golf course architect as a requisite in the awarding of any contract to design, construct and operate the proposed facility.

Defining the Market

Centrally situated in the vast San Joaquin Valley agricultural area, the golf course would serve no major population center as a primary golfing venue. The City of Fresno, with a reported 1986 population of 293,951, is 35-40 miles away; and Visalia, population 62,662, is 30 miles due east. Both are served by existing public golf courses, although not over-abundantly.*

Metropolitan statistical areas of which these cities are cores, however, expand the area population significantly. U.S. Bureau of the Census figures for 1983 listed the Fresno MSA at 545,000 and that of Visalia-Tulare-Porterville at 265,000.

Both cities registered dramatic gains in the first half of the decade according to a story published January 1, 1988 in THE FRESNO BEE. Fresno's population gain from the 1980 census to 1986 was 35.2 percent, while Visalia jumped by 26 percent.

Even more impressive has been the growth of some smaller communities in the Valley, notably Lemoore. The count in this small city directly adjacent to the Air Station went from 8,832 to 12,987 during the period, a 47 percent increase.

Hanford, the largest city in the immediate area, meanwhile grew at a 21.1 percent rate to 25,379.

In both cases much of the gain was attributed to a growing attraction of the central part of the Valley as "good place to live." Retirement population is increasing in most of the smaller population areas.

The abundance of population in what might normally be termed secondary or even tertiary market areas is particularly important to the proposed project. Excellent access to the site over largely uncrowded roadways enhances the possibility that a quality golf course would be able to tap this source for more play than might ordinarily be expected.

* Fresno was listed 33rd and Visalia 75th in need for more golf facilities among 298 Metropolitan Statistical Areas examined by the National Golf Foundation recently.

Appropriate indicators in this connection would be driving times from various areas to the site. National Golf Foundation research has found that, on the average, golfers are willing to travel 10 miles one way to play regularly at a golf course. That translates into a 17-minute trip to the average golfer's most often played course, although it could be somewhat less from several directions to the proposed course.

Notably, golfers surveyed indicated a willingness to travel relatively long distances for an occasional round of golf at a particularly attractive course. Averages found in the research were 30 miles and 41 minutes. Frequent golfers generally were willing to travel further on occasion, while the casual golfer expressed a reluctance to travel more than 38 minutes.

Reflected in this national survey were driving times under many different conditions. It might reasonably be expected that times would decrease and distances increase under driving conditions prevalent in the mid-San Joaquin Valley.

Figures 1 and 2 depict travel tendencies of golfers in both distance and elapsed time.

These factors were considered in estimating logical market areas for the proposed course.

PRIMARY MARKET

For the purpose of establishing potential player and rounds of play levels, it can be assumed that all of Kings County, plus a largely rural portion of Fresno County within 20 miles of the site represents a primary market.

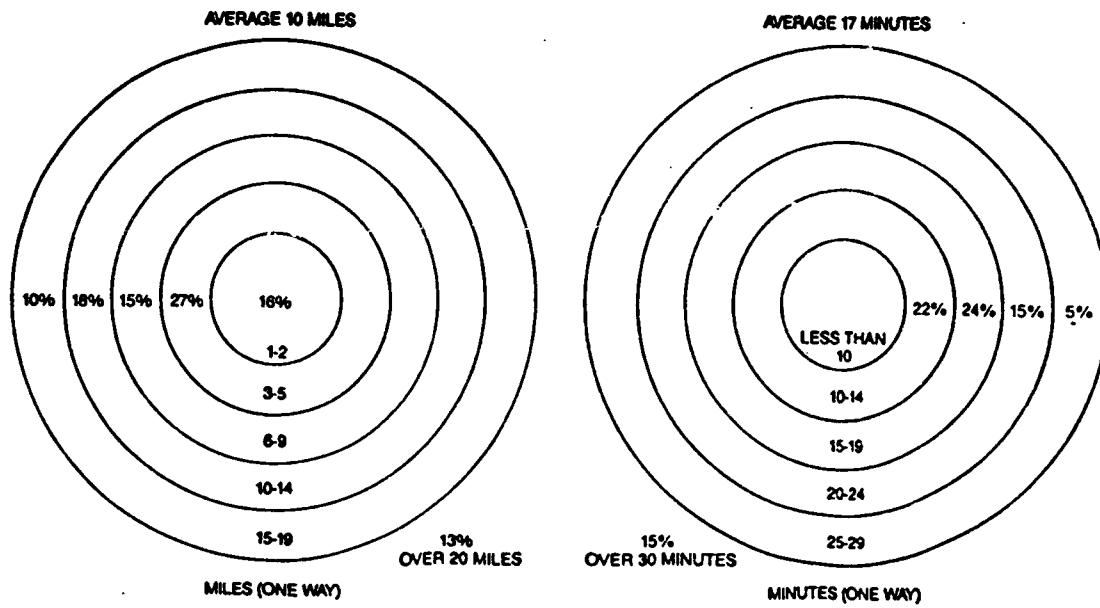
Estimates of the Kings County Planning Department placed the county population at 85,735 at the end of 1987. Fresno County residents included in the primary market area would expand the figure to approximately 90,000. Population can be expected to increase substantially by the earliest logical opening date for the proposed golf course, not only on the Air Station, as previously indicated, but in the entire area.

Assuming a 1990 golf course opening, the Kings County population is expected to be 101,339*, a figure which might reasonable expand for the primary market area to 110,000, including Fresno County additions.

*Population Projection for California Counties, Report 86-P-3; California Dept of Finance.

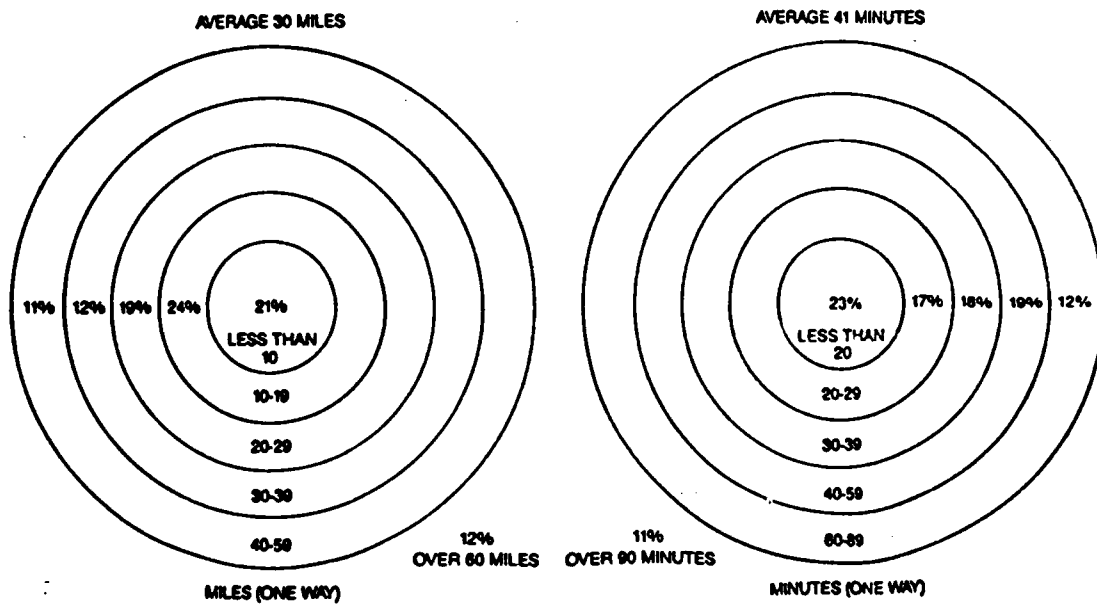
DISTANCE TO MOST FREQUENTLY PLAYED GOLF COURSE

Figure 1



LONGEST DISTANCE WILLING TO DRIVE

Figure 2



Source: "Golf Consumer Profile," National Golf Foundation

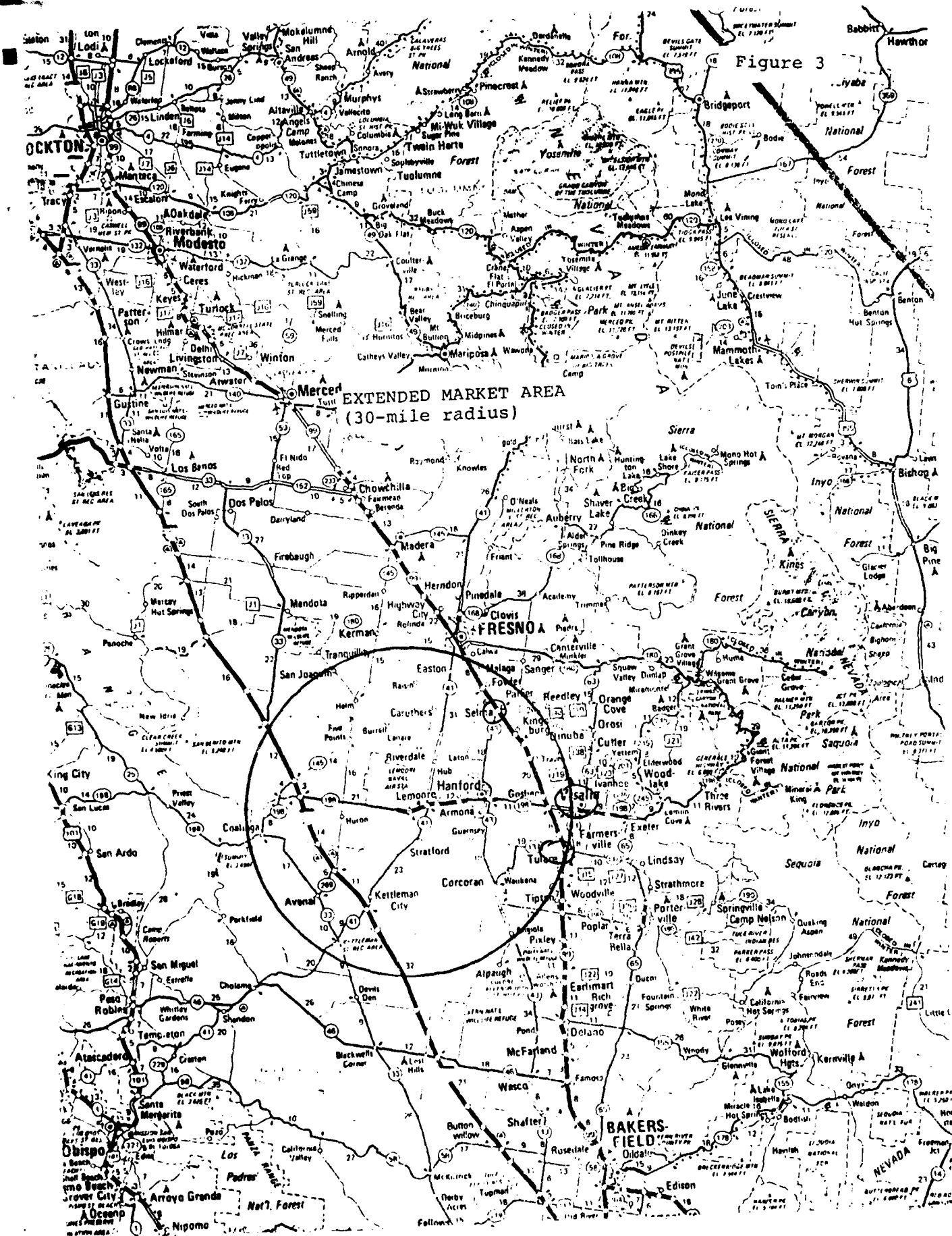


Figure 3

EXTENDED MARKET AREA
(30-mile radius)

By applying certain percentages and established factors to this population base, it is possible to estimate with a large degree of accuracy the number of golfers within the primary market, how many are apt to play most often at public golf courses, and how many rounds they might be expected to play.

Further, it is possible to estimate the "market share" for each of the golf course likely to accommodate these green fee rounds.

The exercise in Table 1 translates population into golfers and potential rounds of golf based upon estimated population counts and the results of National Golf Foundation player participation surveys conducted within the State of California specifically.

Table 1

POTENTIAL GOLFERS, ROUNDS
(Primary Market Area)

Population:	Kings County (1990)	101,339
	Fresno County (partial)	<u>9,641</u> (estimated)
	Total	110,000
110,000	total population	
<u>-23,100</u>	21% under age 10 (unlikely golfers)	
86,900	golf-age population	
<u>x 8.8%</u>	California golf participation rate*	
7,647	golfers	
<u>= 1,575</u>	20.6% private golfers in California*	
6,072	public golfers	
<u>x 20.9</u>	average rounds, California golfers*	
126,905	public rounds in primary market area	

**Golf Participation in the United States, 1986, National Golf Foundation*

Sources: National Golf Foundation, California Department of Finance

EXTENDED MARKET AREA

The Naval Air Station golf course, assuming a quality design and operation, might be expected to draw regular play from a radius as wide as 30 miles. Such an extended area would add an estimated 125,000 population to that of the primary market and provide a total extended market area population of 235,000 by conservative estimate in 1990.

Table 2 translates this population into golfers and potential rounds of play at all courses frequented by these players.

Table 2

POTENTIAL GOLFERS, ROUNDS (Extended Market Area)

Population:	Primary Market Area	110,000
	Fringe Market Area	<u>125,000</u>
	Total	235,000
235,000	total population	
<u>-49,350</u>	21% under age 10 (unlikely golfers)	
185,650	golf-age population	
<u>x 8.8%</u>	California golf participation rate*	
16,337	golfers	
<u>= 3,365</u>	20.6% private golfers in California*	
12,972	public golfers	
<u>x 20.9</u>	average rounds, California golfers*	
271,115	public round in extended market area	

*Golf Participation in the United States, 1986, National Golf Foundation.

Source: National Golf Foundation, California Department of Finance

MARKET SHARE

Within the primary market area as defined above are two open-to-the public golf courses:

Jackson Lakes Golf Course, 14868 18th Ave., Lemoore, Ca.

Lemoore Municipal Golf Course, 785 S. Lemoore Ave., Lemoore, Ca.

Both are regulation length courses, Jackson Lakes 18 holes and Lemoore Municipal nine holes. Together they are the equivalent of 1.5 publicly accessible 18-hole golf courses for the purpose of market share determination.

Assuming public course golfers in the primary market area will play approximately 126,905 rounds per year (Table 1), the market share for each 18-hole equivalent public course is **84,603 rounds**. It is obvious, however, that the majority of the public golf being played by market area residents is played outside the primary area.

Jackson Lakes ownership estimates between 18,000 and 19,000 annual rounds, while the Lemoore Municipal reports 30,000 rounds a year, much of it nine-hole play.

Addition of the proposed facility would reduce the primary market area share to **50,762 annual rounds**, still far in excess of the reported play at existing public courses combined.

It is noteworthy here that management at Jackson Lakes expressed to NGF consultants the likelihood that this course would be closed upon the opening of another 18-hole public facility in the immediate area. Inherent soil and turf problems, correctable only at considerable expense, and the need for other extensive facility improvements if Jackson Lakes were to remain competitive were cited as the reasons.

In addition to membership play, Kings County Club in Hanford accommodates some guest play. However, because of its full membership (with substantial waiting list) and its demand, this practice is not encouraged at this modest, but attractive private club.

In short, a quality, 18-hole, publicly accessible golf course at Naval Air Station Lemoore likely would be virtually unopposed within the immediate Lemoore/Hanford area. Much casual play would continue at the nine-hole municipal course, but more serious players, seeking a full golfing experience could be expected to patronize the new course in increasing numbers.

Population projections of the California Department of Finance for Kings County estimate a growth rate of approximately 1.4% for each of the ten years between 1990 and 2000. Assuming an equal growth for the entire primary golf market as defined, and the operation of 2.5 equivalent 18-hole public courses, the following projections are possible:

YEAR 1995

Population: 117,919
Public Rounds: 135,788
Market Share For Each
18-Hole Equivalent: 54,315 rounds

YEAR 2000

Population: 126,407
Public Rounds: 145,293
Market Share For Each
18-Hole Equivalent: 58,117 rounds

The above depicts an optimum experience in which the Naval Air Station course would receive its full share or more of rounds being played by public course golfers within the primary market area. As noted, however, it is obvious that much of that play at this time is being experienced outside the primary area, chiefly on publicly accessible courses in Visalia, Selma, and Tulare. There are five (4.5 18-hole equivalent) such courses now operating on the fringes of the extended market area (30-mile radius), as described above.

They are:

Sierra View Public Golf Course, Avenue 264 at Road 124, Visalia, Ca.

Valley Oaks Municipal Golf Course, Avenue 296, Visalia, Ca.

Tulare Municipal Golf Course, 5320 Laspina Street, Tulare, Ca.

Selma Valley Golf Course, 12389 East Rose Avenue, Selma, Ca.

Polvadero Country Club, Rural Route 1, Coalinga, Ca.

The first four are regulation, 18-hole courses. Polvadero is a nine-hole regulation.

Also within the extended market are two more private membership golf courses, Visalia Country Club and Kings River Golf and Country Club in Kingsburg. These, however, are estimated to have only negligible effect upon the public golf market.

Assuming public course golfers in the extended market area play 271,115 rounds per year (Table 2), the market share for each 18-hole equivalent public course is 45,186 rounds. This figure is reached by dividing total rounds by six public courses.

The addition of the Air Station course would reduce the market share to 38,731 rounds annually.

Increases in these figures could be expected to match or surpass those for the primary market area within the next ten year since the Visalia and suburban Fresno areas are growing at a pace equal to the Lemoore/Hanford area or faster.

OTHER FACTORS

It is acknowledged that factors other than bare population count are important in estimating a golf market. Demographic data such as income and education levels are significant. The nature of employment and impact of retirement population, as well as weather conditions will affect the volume of play, as will the availability of other recreational opportunity. In some areas tourist influx will also weigh heavily. While detailed examination of all of these factors is not within the scope of this report, it is noted that several significant factors would tend to diminish the strength of the market. Among them:

An unemployment rate for Kings County in 1986 of 12.6%. Periodic unemployment does not diminish participation in golf in most areas; indeed, it has been known to spur additional play because of its relative low cost in relation to other recreation. However, Kings County has a history of high unemployment through the 1980's, having reached a high of 15.2% in 1983.

Kings County figures for 1979 (the last report available) showed 14.6% of the population below the poverty level compared to 11.7% nationally.

As of 1980 among residents of Kings County 25 years of age and older, 58.7% had completed high school compared to 66.6% nationally; 10.2% completed college against 16.2% nationally. More than 75% of all golfers in the western United States have attended college and 41% are graduates.

Sources:

Statistical Abstract of the United States, Bureau of the Census, U.S. Department of Commerce.

A Profile of Kings County, California Department of Commerce.

Golf Participation in the United States, 1986, the National Golf Foundation.

On the other hand, factors also exist tending to support a case for normal play volumes. Among them is the semi-arid climate of the area, which enjoys a 257-day growing season and "golfing weather" virtually the year-around. An average mean temperature of 80.8 degrees in July and 45.3 degrees in January provides a range most conducive to comfortable golfing.

Even during periods of extremely hot weather in summer, early morning and late afternoon temperatures are relatively comfortable. Winter days are also moderate once frequent fog burns off by midday.

While not known as a tourist attraction, the area is easily accessible to the heavy traffic that plies Interstate 5 to the west and State Highway 99 to the east. These two major north-south arteries carry much of the commerce between the Los Angeles area and San

Francisco or Sacramento to the north. Overnight visitors along either route might be expected to seek out a quality golf course as favorably located as the proposed Air Station facility.

Another substantial source of visitor play would be provided by the base itself. Friends and relatives of Navy personnel, as well as vendors, contractors, consultants and personnel of other government agencies could be expected to use the course and clubhouse.

Finally, an increasing retirement population, both military and civilian, is becoming a major economic factor in the Lemoore/Hanford area. Golf is one of the chief pursuits of retirees.

SUMMARY

The combination of sufficient population and a deficiency of adequate public facilities indicates a reasonably strong market for a professionally-designed and efficiently-operated 18-hole golf course at the Naval Air Station Lemoore.

Certain demographic factors tend to diminish the market strength as measured solely upon population in the defined primary area. However, the pull of a quality facility might be expected to create a substantial regular clientele among those Lemoore/Hanford area golfers now patronizing courses in Visalia, Selma, Tulare and suburban Fresno.

This, coupled with a growing retirement population, expanding base population and visitation, and year-around golfing weather assures the feasibility of the project.

A market share of 50,000 rounds should be attainable within the first three-to-five years of operation. New public courses typically reach 50% to 75% of potential during their first full year of operation. A strong promotional program, superior turf conditions, and high standards of services can be expected to hasten the realization of full potential.

Facility Comparison

To determine the most advantageous positioning of the proposed golf course at Naval Air Station Lemoore in the competitive market it is useful to compare existing facilities within the primary market area.

The following courses would be directly competitive with another public, daily fee, or semi-private operation:

JACKSON LAKES GOLF COURSE **Estimated Annual Rounds : 18,000**
14868 28th Avenue
Lemoore, Ca.

Course Type: Privately-owned older facility situated about four miles south of central Lemoore on surfaced road.

Dimensions: 18 holes, regulation, 6,010 yards, par 71

Operational Policy: Open to the public at daily fee; monthly tickets and other discount fees available.

Basic Fee Structure

Daily Green Fee: \$4 (9 holes) and \$5 (18) weekdays
\$5 (9 holes) and \$8 (18) weekends

Special Daily Fees: \$3 seniors, \$4 twilight

Monthly Fees: \$30 single
\$40 family
\$18 senior single

Comments: Originally designed by Bob Baldock, Sr., a qualified golf course architect with numerous credits in the Valley and hundreds throughout the United States and Pacific area, this course is a challenging layout with good, playable greens. It has, however, fallen into serious disrepair because of inadequate irrigation equipment and widespread alkali intrusion. Correction of the condition is described by Charles Hudson, co-owner and golf professional, as prohibitively costly.

Clubhouse is ramshackle old building and services are limited. Other structures include sheds for maintenance equipment, 20 golf cars owned by management and 15 more privately owned. Parking lot is unsurfaced.

General impression is that of a run down country golf operation. Co-owner says course would close if Air Station facility is built.

LEMOORE MUNI. GOLF COURSE **Reported Annual Rounds: 30,000**
14868 18th Avenue
Lemoore, Ca.

Course Type: City-owned and operated golf course well-located just south of town adjacent to and visible from California State Hwy. 198.

Dimensions: 9 holes, regulation, 2,796 yards, par 35

Operational Policy: Open to the public at daily fee; monthly tickets and other discount fees available

Basic Fee Structure

Daily Green Fees:	\$5.75 weekday unlimited \$5 (9 holes) and \$7 (18) weekends
Special Daily Fees:	\$5 senior and junior 18 holes weekdays
Monthly Fees:	\$34 single \$44 family \$19 senior \$24 senior family

Comments: This short, tight, nine-hole course offers a neatly packaged golf experience for a wide variety of public golfers in the greater Lemoore area. Built in 1935, it provides the maturity of good tree cover, well-defined fairways, and small but adequate greens. Water hazard is in play on four holes.

The facility includes practice putting green but no practice range. Clubhouse is small but attractive and well-ordered. Facility is operated by veteran golf professional Bill Holloway. Pull carts and 12 powered golf cars are available for rental.

About 125 men and women are listed on handicap sheet. Holloway estimates that some 40 golfers from the Naval Air Station play the course regularly. Facility is especially popular with women, senior, and casual players and would serve as a good feeder facility for a new full length course in the area.

While not directly competitive in the public golf market, the Kings Country Club is described here because of its general impact on the golfing community. Local players and visitors to the area enjoy some access to this private membership club on a daily guest fee basis.

KINGS COUNTRY CLUB

(Play volume undetermined)

3529 12th Avenue

Hanford, Ca.

Course Type: Private-equity country club situated about five miles north of Hanford in attractive rural setting.

Dimensions: 18 holes, regulation, 6,694 yards, par 72

Operational Policy: Open only to member guests

Basic Fee Structure: When membership rolls are open, \$400 entry fee is charged. Currently some memberships are being transferred for \$600 or more. Monthly dues range from \$68 to \$78.

Comments: For the City of Hanford this "only game in town" accommodates a closed membership of 425 families and individuals at this time. There is said to be a long waiting list for memberships.

A well-established and challenging (rated 71.2 from long tees) golf course on rolling, tree-covered terrain, this facility is only moderately busy because of a limiting guest policy. Volume of play does not dictate reserved tee times, even on weekends.

A modest and picturesque older clubhouse, separate golf shop and unpaved parking area comprise the support facility. Practice areas are also available.

It is likely that a number of club golfers would make occasional visits to a better new public golf facility to introduce variety into their game.

Three other publicly accessible golf courses on the fringe of the extended market area would be clearly competitive to any new facility in the region. These courses receive most of the play of Lemoore/Hanford area public golfers who find it necessary to travel some distance for a satisfactory 18-hole round.

Situated along a 32-mile stretch of California Hwy. 99, a major north-south artery, all are easily accessible from Naval Air Station Lemoore and its neighborhood.

VALLEY OAKS GOLF COURSE

Reported Annual Rounds: 72,000

1800 South Plaza Drive
Visalia, Ca.

Course Type: Municipally owned and operated full service golf facility set in a large public park on the western edge of the city with easy access from Highway 99.

Dimensions: 18 holes, regulation, 6,469 yards, par 72

Operational Policy: Open to the public at daily fee; monthly and other discount fees also available.

Basic Fee Structure

Daily Green Fees: \$5.50 (9 holes) and \$8 (18) weekdays
\$6.50 (9 holes) and \$9.50 (18) weekends

Monthly Fees: \$42 single
\$55 family
\$35 senior or junior

Golf Car Rental: \$8 (9 holes) and \$13 (18)

Comments: Probably the most challenging and satisfactory public golf experience available in the extended market. Popularity of the facility is attested in volume of play, heaviest of any course outside of major metropolitan areas in the San Joaquin Valley. Because of popularity and the ready availability of additional adjacent land, city has had nine-hole expansion project in planning for some time.

Reservations are required on weekends and overflows are frequent despite premium green fees.

An attractive clubhouse includes separate golf shop and coffee shop area, both of ample size and fully equipped. Golf professional Mike Roberson employs several assistants to handle volume of play, merchandising, lessons, etc.

The facility includes putting and driving practice areas, mature golf course with four lakes and six creek crossings among hazards. Good design and better than average condition.

Green fee structure at the proposed golf course probably should be pegged at same current level as Valley Oaks when opened.

SELMA VALLEY GOLF COURSE
12389 East Rose Avenue
Selma, Ca.

Estimated Annual Rounds: 40,000

Course Type:	Privately-owned daily fee golf course situated about midway between Selma and Kingsburg on well-traveled road just east of major highway.
Dimensions:	18 holes, regulation, 5,349 yards, par 69
Operational Policy:	Open to the public at daily fee

Basic Fee Structure

Daily Green Fees: \$9 weekdays
 \$12 weekends
 (some discount fees also available)

Comments: This "country" golf course apparently is extremely busy on weekends, drawing play from two small cities as well as the Fresno, Visalia, and Lemoore/Hanford areas. This despite one of the higher fee structures in the Valley.

Golf course is tight and tantalizing, its short yardage barely qualifying it as a "regulation" layout. Play can be hazardous because of parallel fairways and relatively unsophisticated clientele. Management seems to have few play control regulations. Sixsomes and fivesomes were observed, along with twosomes on a busy Saturday morning.

Course has fair tree cover and three ponds, two on one hole. A driving range, tucked between the first and 18th fairways, adds to hazardous playing conditions.

Clubhouse is old, unattractive building but serviceable inside. Other structures include an eyesore maintenance/golf car storage building situated on approach to clubhouse. Parking is inadequate, causing utilization of access road on busy days and leaving cars vulnerable to stray shots from ninth and 12th fairways.

TULARE GOLF COURSE**Reported Annual Rounds: 40,000**

5320 Laspina Street
Tulare, Ca.

Course Type: Privately-owned daily fee golf course situated near airport about 1.5 miles south of Tulare.

Dimensions: 18 holes, regulation, 6,500 yards, par 72

Operational Policy: Open to the public at daily fee; monthly discount tickets available.

Basic Fee Structure

Daily Greens Fees: \$5 (9 holes) and \$8 (18) weekdays
\$7 (9 holes) and \$11 (18) weekends

Monthly Fees: \$40 single
\$50 family
\$30 senior or junior

Comments: This fairly busy golf course draws play from Tulare, Visalia, Porterville and Corcoran primarily. Back nine holes, another Bob Baidock design are noticeably superior to front, where improvements are being made gradually. General golfing experience is reasonably good.

Clubhouse is large and includes restaurant, lounge, fully stocked pro shop.

Golf course is included on the "circuit" that a number of players from the Lemoore area travel in order to introduce variety into their game and enjoy a full 18-hole experience.

A Profile of Kings County

Page 1

DEMOGRAPHICS

Total Population		Race-Ethnicity		Median Age (1980):
1970 (July)	66,700	Distribution (1980)		26.3
1975 (July)	69,400	White	64.03%	Persons per
1980 (April)	73,738	Black	4.75%	Household (1980):
1980 (July)	74,200	Asian	3.52%	3.04
1983 (July)	80,400	Spanish	26.89%	
1984 (July)	81,900	Other	0.81%	
Components of Change (1984)		Age Distribution (1980)		1980 Population
Births	1,909	0-4 year	9.80%	Living in Urban
Deaths	545	5-17 year	23.37%	Areas:
Net Migration	136	18-64 year	58.20%	48,913
		65 & over	8.64%	and Rural Areas:
				24,825

LABOR MARKET

Industry Data (1983)	Wage and Salary Employment	Industry Earnings (\$000)			
Total	29,635	530,262			
Agricultural production	4,070	82,537			
Ag serv, forestry, fish & other	1,502	21,271			
Mining	104	3,392			
Construction	586	11,722			
Manufacturing	3,285	81,364			
Nondurable goods	3,034	76,026			
Durable goods	251	5,338			
Transportation-communication-utilities	882	21,732			
Wholesale trade	659	16,493			
Retail trade	3,711	46,482			
Finance, insurance & real estate	596	9,406			
Services	3,207	50,477			
Government & govt enterprises	11,033	185,386			
Federal, civilian	1,341	22,868			
Federal, military	6,080	105,895			
State and local	3,612	56,623			
Civilian Data (1984)		Number of Establishments by Employee Size (3rd Qtr 1984)			
Labor force	31,525				
Employment	27,450				
Unemployment	4,075				
Unemp. Rate (%)	12.9				
Union Membership (July 1983):	5,100				
		Employees.....Estab.			
		Total	1,812	Employees.....Estab.	
		0-4	1,017	50-99	4
		5-9	356	100-249	3
		10-19	211	250-499	1
		20-49	132	500-999	
				1000+	

EDUCATION

Persons 25 Years & Older (1980)		Number of School Districts	
Total	38,517	Unified	2
Completing 0-8 school years	10,198	Elementary	10
Completing 1-3 high sch. yrs	5,718	High School	2
Completing high school	12,635		
Completing 1-3 college years	6,056	Pupils per teacher	
Completing 4+ college years	3,910	(FY 1984-85):	22.5

INCOME

Personal Income by Source (\$000, 1983)		Household Money Income (1979)	
Total	749,309	Total households	23,499
Wages and salaries	456,967	\$ 0-\$10,000	7,702
Other labor income	38,457	\$40,000-\$49,999	575
Farm proprietors income	10,150	\$50,000-\$74,999	499
Nonfarm proprietors income	24,688	\$75,000 and over	223
Dividends, interest, rent	132,493	Median income (\$)	14,518
Transfer payments	125,664		
Less: Contributions for			
Social Insurance	28,706	Percent of Persons Below 1979	
Residence adjustment	-10,404	Poverty Level:	14.6
Per Capita Pers. Income (\$)	9,285		

BUSINESS, TRADE AND RESOURCES

Retail Establishments (1982)
 Total number 539
 Sales (\$000) 263,484
 Number with payroll 411
 Sales (\$000) 257,274

Farm Characteristics (1982)
 Number of farms 1,187
 Average farm acreage 681
 Average value of land & buildings
 per farm (\$) 1,359,806.00
 per acre (\$) 2,059.00

Farm Income & Expenditures (\$000, 1983)
 Livestock cash receipts 141,602
 Crop cash receipts 393,910
 Other income 50,922
 Production expenses 421,550
 Realized net income 164,884
 Value of inventory change -58,984

Timber harvested
 Board feet cut
 Precut value (\$)

REAL ESTATE

Total county acreage 918,790
 Land area (acres) 892,800
 Farms 808,084
 Government-owned 37,614
 Federal 20,913
 State 1,685
 County 5,556
 Local Agency 9,460
 All other land 47,102
 Water area (acres) 25,990

Value of New Construction (\$000, 1984)
 Total construction 56,360
 Residential 34,904
 Single 22,590
 Multiple 7,699
 Add. & alterations 4,615
 Nonresidential 21,456
 Commercial 7,090
 Industrial 5,097
 Other 8,233
 Add. & alterations 1,036

Housing Unit Stock (Jan 1985)
 Total 28,957
 Single unit 21,594
 2 to 4 units 2,190
 Over 4 units 3,380
 Mobile homes 1,793
 Vacant units 2,048
 % vacant 7.07

New Residential Units (1984)
 Total 552
 Single 335
 Multiple 217
 Median contract rent (\$, 1979) 173
 Median housing unit value (\$, 1979) 46,700

HEALTH AND SAFETY

Licensed hospital beds per thousand
 population (1982): 2.5

Number of persons per
 physician (1981): 1,353

Hospitals (1981): 5

Number of FBI crime offenses per
 1000 population (1983): 57.3

GOVERNMENT AND INFRASTRUCTURE

County seat: Hanford
 County type: General Law
 Number of cities 4
 Number of special
 districts 69

Miles of Maintained Roads
 Total 1,377
 National 2
 State 157
 Other public 1,218

Finance (FY 1983-84)
 General revenue (\$) 42,593,678
 Bonded indebtedness (\$)
 Property tax rate (%) 1.08
 Total assessed value (\$) 1,946,610,075
 Unincorporated area
 assessed value (\$) 1,232,670,609

Percent of population on AFDC
 (1984): 8.8
 Percent of population using
 Medi-Cal (1982) 8.7

 * Prepared by the California Department of Commerce, Office of
 * Economic Research. Please review the "Sources and General
 * Information" sheets when using the county data. *

KINGS COUNTY GROWTH INDICATORS

POPULATION ESTIMATES*

	1/1/1987	1/1/1986	1/1/1985	1/1/1984	1/1/1983
Avenal	4,700	4,540	4,370	4,390	4,180
Corcoran	7,250	7,150	7,370	6,975	6,825
Hanford	25,400	24,850	24,350	23,500	22,900
Lemoore	13,000	12,650	11,950	10,700	10,200
Kings County	85,700	85,300	83,500	81,700	79,500

*SOURCE: Department of Finance E-1 Report

KINGS COUNTY POPULATION GROWTH*

1980	73,738
1974**	67,993
1970	66,717
1960	49,954
1950	46,768
1940	35,168
1930	25,385
1920	22,031
1910	16,230
1900	9,871

*SOURCE: U.S. Census Bureau

**SOURCE: Kings County Regional Planning Agency, 10/74

BIRTHS-----DEATHS*

1986	2,163	490
1985	2,039	533
1984	2,181	518
1983	2,107	417
1982	1,979	489
1981	1,846	487

BANK DEPOSITS*

1986	358,581,000.00
1985	376,827,000.00
1984	377,023,000.00
1983	354,619,000.00
1982	331,528,000.00
1981	309,995,000.00

*SOURCE: Kings County Health Department

*SOURCE: FDIC

MOTOR VEHICLE REGISTRATIONS and LICENSED DRIVERS *

1986	67,553	49,400
1985		48,400
1984	63,350	47,700
1983	60,189	46,700
1982	47,969	45,500
1981	46,997	44,800

*SOURCE: Dept. of Motor Vehicle

BUILDING PERMITS					
Year	Residential		Valuation	Commercial	
	Number	(Units)		Number	Valuation
1985	365	515	\$29,015,069.00	268	\$21,451,617.00
1984	404	509	\$29,178,647.00	285	\$23,517,250.00
1983	515	762	\$32,943,238.00	254	\$23,761,290.00
1982	221	249	\$11,442,117.00	216	\$10,094,424.00
1981	268	287	\$13,076,839.00	197	\$ 7,959,193.00
1980	257	275	\$15,134,565.00	212	\$15,631,084.00
1979	388	441	\$20,108,407.00	229	\$23,697,334.00

AVERAGE EMPLOYMENT BY INDUSTRY

Industry	1986	1985	1984	1983
Labor Force	31,000	34,025	31,525	31,875
Total Civilian Employment	27,100	0,000	27,450	27,025
Unemployment	3,900	4,025	4,075	4,850
Unemployment Rate	12.6%	11.9%	12.9%	15.2%
Non-agricultural Wage & Salary	19,125	19,725	18,875	17,950
Mining	75	125	100	125
Construction	650	700	750	525
Manufacturing	3,275	3,600	3,350	3,375
Trans./Comm./Utilities	850	950	875	875
Trade	5,075	5,050	4,650	4,250
Finance/Ins./Real Estate	650	625	600	575
Services	3,400	3,200	3,275	3,050
Government	5,375	5,500	5,275	5,175
Agriculture	5,450	5,900	6,900	6,425

*SOURCE: Annual Planning Information Kings County 1986-87
Employment Development Department

ATTACHMENT 3
BASE LOADING DATA

BASE LOADING DATA

(To be Provided by NAS Lemoore)

ATTACHMENT 4
SMART COMPASS DATA

SMART COMPASS DATA

(To be Provided by NAS Lemoore)

ATTACHMENT 5

STANDARD FORM 24, BID BOND

BID BOND (See instructions on reverse)				(DATE BOND EXECUTED (Must be same or later than bid opening date))	
PRINCIPAL (Legal name and business address)				TYPE OF ORGANIZATION ("X" one) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION STATE OF INCORPORATION	
SURETY(IES) (Name and business address)					

PERCENT OF BID PRICE	PENAL SUM OF BOND				BID DATE	BID IDENTIFICATION INVITATION NO.
	AMOUNT NOT TO EXCEED					
	MILLIONS	THOUSANDS	HUNDREDS	CENTS		
					FOR (Construction, Supplies or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure so to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
Signature(s)	1.	2.			Corporate Seal
Name(s) & Title(s) (Typed)	1.	2.			
INDIVIDUAL SURETIES					
Signature(s)	1.	2.			
Name(s) (Typed)	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	Name & Address	STATE OF INC.		LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

NEW 7546-01-153-6099
 PREVIOUS EDITION USABLE

24-104

STANDARD FORM 24 (REV. 10-63)
 Prescribed by GSA
 FAR (48 CFR 53.229(a))

CORPORATE SURETY(IES) (Continued)				
SURETY B	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY C	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY D	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY E	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY F	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY G	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed herein. Where more than one corporate surety is involved, their names and addresses shall appear

in the space (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

6. Type the name and title of each person signing this bond in the space provided.

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror".

ATTACHMENT 6

STANDARD FORM 25, PERFORMANCE BOND

PERFORMANCE BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>																
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION STATE OF INCORPORATION																
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CONTRACT DATE</td> <td style="width: 50%;">CONTRACT NO.</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE	CONTRACT NO.		
PENAL SUM OF BOND																	
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS														
CONTRACT DATE	CONTRACT NO.																

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal —

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) perform and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL				
Signature(s)	1.	2.	(Seal)	Corporate Seal
Name(s) & Title(s) (Typed)	1.	2.	(Seal)	
INDIVIDUAL SURETY(IES)				
Signature(s)	1.	2.	(Seal)	
Name(s) (Typed)	1.	2.		
CORPORATE SURETY(IES)				
SURETY A	Name & Address	STATE OF INC.		LIABILITY LIMIT \$
	1.	2.		
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)						
SURETY B	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1. _____ 2. _____				
	Name(s) & Title(s) (Typed)	1. _____ 2. _____				
SURETY C	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1. _____ 2. _____				
	Name(s) & Title(s) (Typed)	1. _____ 2. _____				
SURETY D	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1. _____ 2. _____				
	Name(s) & Title(s) (Typed)	1. _____ 2. _____				
SURETY E	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1. _____ 2. _____				
	Name(s) & Title(s) (Typed)	1. _____ 2. _____				
SURETY F	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1. _____ 2. _____				
	Name(s) & Title(s) (Typed)	1. _____ 2. _____				
SURETY G	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1. _____ 2. _____				
	Name(s) & Title(s) (Typed)	1. _____ 2. _____				

BOND PREMIUM	RATE PER THOUSAND \$ _____	TOTAL \$ _____
---------------------	--------------------------------------	--------------------------

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorization person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT 7

STANDARD FORM 25A, PAYMENT BOND

PAYMENT BOND <i>(See Instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>																
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION STATE OF INCORPORATION																
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <td>MILLION(S)</td> <td>THOUSAND(S)</td> <td>HUNDRED(S)</td> <td>CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <td>CONTRACT DATE</td> <td>CONTRACT NO.</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS					CONTRACT DATE	CONTRACT NO.		
PENAL SUM OF BOND																	
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS														
CONTRACT DATE	CONTRACT NO.																

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a sub-contractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL					
Signature(s)	1. _____	2. _____	Corporate Seal		
	(Seal)	(Seal)			
Name(s) & Title(s) <i>(Typed)</i>	1. _____	2. _____			
INDIVIDUAL SURETY(IES)					
Signature(s)	1. _____	2. _____	(Seal)		
	(Seal)	(Seal)			
Name(s) <i>(Typed)</i>	1. _____	2. _____			
CORPORATE SURETY(IES)					
SURETY A	Name & Address	STATE OF INC. LIABILITY LIMIT		Corporate Seal	
		\$			
	Signature(s)	1. _____	2. _____		
Name(s) & Title(s) <i>(Typed)</i>	1. _____	2. _____			

CORPORATE SURETY(IES) (Continued)						
SURETY B	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY C	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY D	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY E	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY F	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY G	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) (Typed)	1.	2.			

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270 a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear

in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction regarding adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT 8

UTILITY RATES/CHARGES/LOCATIONS

UTILITY RATES/CHARGES/LOCATIONS

(To be Provided by NAS Lemoore)

ATTACHMENT 9
SITE PLAN AND DRAWINGS

SITE PLAN AND DRAWINGS

(To be Provided by NAS Lemoore)

ATTACHMENT 10

GENERAL BASE SECURITY REGULATIONS

GENERAL BASE SECURITY REGULATIONS

(To be Provided by NAS Lemoore)

ATTACHMENT 11

FIRE PROTECTION REGULATIONS

FIRE PROTECTION REGULATIONS

(To be Provided by NAS Lemoore)

ATTACHMENT 12

**STANDARD FORM 1411,
CONTRACT PRICING PROPOSAL COVER SHEET**

CONTRACT PRICING PROPOSAL COVER SHEET		1. SOLICITATION/CONTRACT/MODIFICATION NO.	FORM APPROVED OMB NO. 3090-0116
NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.604-6(b))			
2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT	
		3B. TELEPHONE NO.	
		4. TYPE OF CONTRACT ACTION (Check)	
		A. NEW CONTRACT	D. LETTER CONTRACT
		B. CHANGE ORDER	E. UNPRICED ORDER
		C. PRICE REVISION/REDETERMINATION	F. OTHER (Specify)
5. TYPE OF CONTRACT (Check)		6. PROPOSED COST (A+B=C)	
☐ FFP ☐ CPFF ☐ CPIF ☐ CPAF ☐ FPI ☐ OTHER (Specify)		A. COST \$	B. PROFIT/FEE \$
7. PLACE(S) AND PERIOD(S) OF PERFORMANCE		C. TOTAL \$	

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)

A. CONTRACT ADMINISTRATION OFFICE		B. AUDIT OFFICE	
10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify)		11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)	
☐ YES ☐ NO		☐ YES ☐ NO	
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s))		13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain)	
☐ YES ☐ NO		☐ YES ☐ NO	
11B. TYPE OF FINANCING (if one)			
☐ ADVANCE PAYMENTS ☐ PROGRESS PAYMENTS ☐ GUARANTEED LOANS			

14. COST ACCOUNTING STANDARDS BOARD (CASS) DATA (Public Law 91-379 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASS REGULATIONS? (If "No," explain in proposal)		B. HAVE YOU SUBMITTED A CASS DISCLOSURE STATEMENT (CASS DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate)	
☐ YES ☐ NO		☐ YES ☐ NO	
C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)		D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)	
☐ YES ☐ NO		☐ YES ☐ NO	

This proposal is submitted in response to the RFP contract, modification, etc. in item 1 and reflects our best estimates and/or actual costs as of this date.

15. NAME AND TITLE (Type)		16. NAME OF FIRM	
17. SIGNATURE		18. DATE OF SUBMISSION	

APPENDIX K

**A STRATEGY FOR A SUCCESSFUL
PUBLIC-PRIVATE VENTURE MARINA
FOR NAVAL TRAINING CENTER, SAN DIEGO**

PREFACE

Appendix K was originally published separately as a temporary LMI report with a restricted distribution. We have reprinted it here with no changes. Thus, material in the original document or appended to it bears the same numbering and designation it did when previously published.

**A STRATEGY FOR A SUCCESSFUL PUBLIC-
PRIVATE VENTURE MARINA**

Naval Training Center, San Diego

Report NA705TR1

September 1988

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The views expressed here are those of the Logistics Management Institute at
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Because of the temporary nature of this Report, it is not to be quoted or cited as
a reference.**

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A STRATEGY FOR A SUCCESSFUL PUBLIC-PRIVATE VENTURE MARINA

Naval Training Center, San Diego

OVERVIEW

In this paper, we present a strategy for meeting the demand for marina services at Naval Training Center (NTC) San Diego, California. We analyzed the feasibility of pursuing a public-private venture (PPV) and compared the economics of a PPV with continued in-house operation of the marina.

Briefly, in a PPV, the installation's nonappropriated fund instrumentality (NAFI) contracts with a private company for the operation and any capital improvements of the marina for a number of years. The NAFI does not guarantee nor provide any payment to the contractor, and the contractor operates the marina at his own risk of profit or loss, possibly sharing profits with the NAFI.

The current NTC San Diego marina has 26 sailboat slips, 8 powerboat slips, and 111 dry storage slips, and lost approximately \$82,000 in FY87. More than 600 authorized users are on a waiting list for slip vacancies; however, slip vacancies rarely occur.

NTC San Diego currently plans an expansion of the existing marina in late 1988. This expansion project consists of a floating dock for 40 sailboats, a boat crane, a fixed approach pier and gangway, a marina support building (with offices, storage space, a resale store and stock room, issue space, classrooms and restrooms), utilities, and site improvements including paved parking, walks, and landscaping. This \$1.75 million project is to be paid by a nonappropriated fund (NAF) grant (no repayment required).

We recommend that the marina at NTC San Diego be contracted out as a PPV in place of the planned NAF expansion and in-house operation. A PPV marina at NTC San Diego, with 226 sailboat slips, 58 powerboat slips, and 211 dry storage slips, would return approximately \$100,000 to the local NAF. Furthermore, the central NAF fund would save \$31,000 in employee fringe-benefit costs, \$117,000 in

foregone grant/debt amortization by not making the \$1.75 million grant, and another \$105,000 in interest earnings.

BACKGROUND

The Military Services are looking to private sector involvement to improve the efficiency and quality of their present Morale, Welfare, and Recreation (MWR) functions and to compensate for the loss of appropriated fund support. The Navy has tasked LMI to study the feasibility of providing MWR functions through PPVs. This portion of the study addresses marinas. In the first phase of the study, we assess whether a PPV contract is feasible at NTC San Diego and provide draft solicitation documents for such a venture. In the second phase, we evaluate other strategies that may apply at other locations.

APPROACH

In our assessment, we first reviewed the marina's operational requirements and the data relevant to those marina operations. We then conducted a preliminary analysis to determine the economic feasibility of a PPV at NTC San Diego. That analysis combined case study data and operations costs and revenues of the existing NTC San Diego operation. Finally, we developed a pro forma income statement to forecast how the site would operate under private concession.

OPPORTUNITIES FOR MARINA PRIVATIZATION

We selected marina operations as a candidate for a PPV because of the interest shown by the private sector and because the private sector has a proven history of success in such operations. One of the best known examples of a successful PPV marina is Marina Del Rey in Los Angeles County, California. That marina project began with Federal assistance in the late 1950s and opened in 1965 with 5,600 slips on 780 acres. Today, with 6,200 slips, it generates enough funds to pay for all public services in Marina Del Rey (i.e., police services, fire protection, etc.) and all beach lifeguard services as well; it also adds \$16 million annually to the general fund of Los Angeles County. Marina Del Rey has approximately 50 different leasehold agreements. Hotels are granted leases for 50 to 60-year terms. Los Angeles County receives fees as follows: 23 percent of slip rentals, 7.5 percent of apartment rentals, and 3.5 percent of retail sales; all percentages are based on gross receipts.

Another example of a PPV is the marina at Racine, Wisconsin, on Lake Michigan. After undergoing a gradual economic decline through the 1980s, the city of Racine turned to its waterfront as a means to spark a dramatic downtown reinvestment by private developers. A key element of the plan included a 1,000-slip marina along with \$11 million in harbor improvements. Additional examples include the numerous marinas that have been developed through PPV agreements with the U.S. Army Corps of Engineers and the National Park Service. Furthermore, the interest in developing partnerships between local jurisdictions and private operators continues to grow. A PPV proposal for a marina is under consideration in Woodbridge, Virginia, on the Potomac River.

Rising land costs, constrained budgets, and a need to provide quality recreational services at a reasonable cost add to the attractiveness of PPVs for marinas. Local governments choose to enter into such partnerships for any of several reasons. The following stand out as most significant:

- First, PPVs provide a means for upgrading the service of existing marinas (e.g., Washington Sailing Marina, Alexandria, Virginia; Mission Bay Sports Center, San Diego, California).
- Second, PPVs are seen as a way of sharing costs and providing a facility that would otherwise not be built (e.g., Woodbridge, Virginia; Racine, Wisconsin).
- Third, PPVs provide a service at no cost to the Government or even as a revenue to the Government (e.g., Marina Del Rey, Los Angeles).
- Fourth, PPVs offer a lower cost alternative to public operations.

Overall, those same factors may make a PPV a feasible option for military marina operations. As with municipal marinas, not all military marina operations offer a feasible site for PPVs. The primary decision factors for both are economic and market conditions, including the following:

- Size and composition of market
- Civilian market fees and competition
- Projected number of slip rentals.

In addition to those factors, the constraints and requirements of a military installation add the following contractual and policy factors that must be considered in the analysis:

- Whether to open the marina to the public
- Limitation on maximum fees
- Environmental concerns.

NAVAL TRAINING CENTER SAN DIEGO – PILOT BASE

Background of Site Selection

NTC San Diego volunteered and was selected by the Naval Military Personnel Command (NMPC) for study as a test site for a marina PPV. It has a prime waterfront location on the San Diego Bay and it occupies strategic and valuable property in the heart of the city of San Diego adjacent to Point Loma – one of the older and more established residential sections. The base is near San Diego International Airport, approximately 4 miles from the center of the city. Numerous civilian marina facilities are located nearby at Harbor Island and Shelter Island.

Current Marina Operations

NTC San Diego marina revenues in FY87 were \$101,238, and expenses were \$155,691. Thus, revenues covered only 65 percent of expenses; however, that computation does not take into account the cost of maintenance and repairs, which are a subsidized expense, nor does it take into account the cost of various capital improvements, which are treated like grants from NMPC's central NAF. Furthermore, the expenses do not include employee benefits since they are paid from NMPC's central NAF. The revenues and expenses were incurred by the actual patron count of 32,972 (see Table 1). (Note: The patron count indicates the actual number of visits by person in a specific category each year.) The user fees are comparable to those charged at neighboring Naval installations but average approximately 60 percent below those charged by the civilian marinas in the area (see Table 2).

Competition in the Area

The potential market of 90,391 authorized users is shown in Table 3 by category. (Note: Since NTC San Diego has restricted access requirements, it is

TABLE 1
PATRON COUNT BY CATEGORY, FY87

Users	Patron count
Active duty military	16,677
Military retirees	2,093
Dependents	6,441
Guests	7,761
Total	32,972

TABLE 2
MARINA FEE COMPARISONS

Marinas	Slip rental ^a	Dry storage ^b	Boat rental ^c			Sailing lessons
			14'M	14'S	22'S	
<u>Civilian</u>						
Mission Bay	7.60		10.00	12.00	25.00	224.00
Shelter Island	8.25	30.00	30.00	16.00	20.00	--
Harbor Island	11.00		--	15.00	24.00	180.00
Average market price	8.95	30.00	20.00	14.33	23.00	202.00
75% average market	6.71	22.50	15.00	10.75	17.25	151.50
<u>Military</u>						
Naval Training Center	3.50	18.00	4.00	4.00	7.50	15.00
% of average market	39	60	20	28	33	7
Marine Corps Recruit Depot	4.00	22.00	23.00	12.00	49.00	15.00
% of average market	45	73	115	84	210	7
Naval Amph. Base - Coronado	4.00	19.50	5.75	4.00	7.50	15.00
% of average market	45	65	29	28	33	7

^a Slip rental rates are per foot per month.

^b Dry storage rates are per month.

^c Boat rental rates are per hour; M = motor; S = sail.

TABLE 3
POTENTIAL MARKET OF AUTHORIZED USERS

Population supported	Quantity
Active duty military	15,346
Military retirees ^a	49,295
Dependents	25,000
DoD civilians	750
Total	90,391

^a Total potential for San Diego area available to NTC since NAB Coronado has no expansion capability and MCRD San Diego has limited capacity.

infeasible to consider opening the marina to the public.) Three Naval bases, Naval Amphibious Base (NAB) Coronado, Marine Corps Recruit Depot (MCRD) San Diego, and NTC San Diego, compete for this same market. Coronado is the largest and most modern military marina in the area but it is at its capacity. MCRD San Diego's marina is limited in the services it offers and is used primarily by Marine Corps personnel. We assume that, whether NTC San Diego is operated under a PPV or not, marina fees there and at all military marinas will have to be raised because of the loss of appropriated fund support. Thus, fee increases under a PPV contract at NTC San Diego will not make the contractor noncompetitive with the other military marinas.

Civilian marinas in the San Diego area have virtually no slip vacancies with the exception of Sunroad Resort Marina at Harbor Island, which was opened approximately a year ago. However, that marina has targeted the more affluent sector of the market; it wants to be known as "the most prestigious marina in San Diego." Therefore, the only real competition to a PPV-operated marina at NTC San Diego will come from the other military marinas in the area, which are currently at full capacity.

Development Potential

The estuary at NTC San Diego has approximately 2,300 linear feet (LF) of waterfront that could easily support 1,500 powerboat slips. To the west of Harbor

Drive Bridge, NTC San Diego has approximately 1,000 LF of prime waterfront that could easily support 300 sailboat/powerboat slips. At the northeastern end of the estuary, several small buildings that the Aquatic Center now uses to maintain its fleet of sailboats and powerboats could be expanded and modernized to provide revenue-generating maintenance and repair services to marina tenants. A vacant Chiefs Club in the area could be used as a clubhouse as well as for food and beverage services. Adjacent to the Chief's Club is a large parking area that could be converted to dry stack storage. (See Appendix A).

ISSUES

Environmental Concerns

The water areas around NTC San Diego contain eelgrass, an endangered species of flora along the shoreline that is vital to the marine ecological system by providing food to various species of marine life. The NTC San Diego facilities planner stated that the Command was highly sensitive to environmental concerns, especially in the estuary and proposed area for the sailing marina.

NTC San Diego lies within the jurisdictional boundary of the state Coastal Zone Management Program (CZMP) as defined by the Coastal Zone Management Act of 1976. Under Section 304 (a) of the Federal Coastal Zone Management Act (CZMA), Federal lands are excluded from the state coastal zone. However, under Section 307 of the CZMA, Federal agencies are required to be consistent with policies of California's CZMP to the maximum extent practicable.

The following permits are required for constructing the expanded marina:

- Permits under U.S. Army Corps of Engineers Section 10 of the River and Harbor Act of 1899 and Section 404 of the Clean Water Act of 1973
- Waiver from the U.S. Army Corps of Engineers to extend the marina dock system beyond the existing U.S. Pierhead Line
- California Coastal Consistency Determination
- Consultation under Section 7 of the Endangered Species Act of 1973 for the California Least Tern
- Verification of whether eelgrass mitigation may be required because of pier pilings and pier structures.

NAF Marina Expansion Project

NTC San Diego has a project programmed to expand the current marina complex (R015-89). The total approved budget for the expansion is \$1.75 million (see Appendix A) and is available in the form of a nonrepayable grant from the central NAF. The project, which is now at the 95-percent design stage, is to have the following expansions:

- Floating drydock marina for 40 sailboats
- New approach pier and gangway
- New launch pier
- New marina support building to include:
 - ▶ Offices
 - ▶ Storage space
 - ▶ Resale store and stock room
 - ▶ Issue space
 - ▶ Classrooms and restrooms
- Utilities and site improvements including:
 - ▶ Shoreline revetment
 - ▶ Paved parking
 - ▶ Walks
 - ▶ Landscaping.

The current schedule calls for a contract to be awarded in November 1988 with construction to begin in December.

We recommend that Project R015-89 be canceled by NMPC and that any expansion of the marina be included under a PPV contract which, according to our estimate, would be profitable to both a contractor and NTC San Diego. Approximately 70 percent of the project's funds are for the construction of a marina support building and associated site improvements. NAF funds, if used, should be spent primarily to expand the berthing capacity of the marina since rental slips are revenue generators although some expansion of classroom space is warranted.

Moreover, the Navy's interest would be better served by having the marina expansion financed by a third party so that the NAF's limited resources can be better spent elsewhere.

FINANCIAL ANALYSIS OF OPERATIONS

In-House Operations

In recent years, the NTC San Diego marina has been operating at a loss. The consolidated statement of income and expenses for the NAF-operated facility for FY85, FY86, and FY87 is shown in Table 4 (estimates of appropriated fund subsidies are included). Despite all appropriated fund (APF) and central NAF subsidies, the marina lost \$75,494; \$88,613; and \$81,924 in FY85, FY86, and FY87, respectively. Excluding the central NAF's 23 percent employee benefits costs, the local NAF loss was \$46,464; \$56,470; and \$54,453 in FY85, FY86, and FY87, respectively.

TABLE 4
NTC SAN DIEGO MARINA CONSOLIDATED INCOME STATEMENTS

	FY85		FY86		FY87	
	Local NAF	Navy	Local NAF	Navy	Local NAF	Navy
Revenue	\$116,757		\$119,599		\$101,238	
Expenses						
Payroll	126,216		139,754		119,439	
Employee benefits		\$29,030		\$32,143		\$27,471
Maintenance	23,388		20,733		20,400	
Supplies	8,666		9,660		4,158	
Other	951		1,762		7,374	
Utilities	1,500		1,560		1,620	
Repairs	2,500		2,600		2,700	
Total expenses	\$ 63,221	\$29,030	\$176,069	\$32,143	\$155,691	\$27,471
Net profit (loss)	(\$ 46,464)	(\$29,030)	(\$56,470)	(\$32,143)	(\$54,453)	(\$27,471)
Total net profit (loss)	(\$75,494)		(\$88,613)		(\$81,924)	

The installation expects the expanded marina complex to be fully operational by the beginning of FY90. The installation projects \$70,000 in additional revenues from the expansion project with no increase in expenses.

TABLE 5

**NTC SAN DIEGO MARINA CONSOLIDATED INCOME
STATEMENT, LOCAL AND CENTRAL NAF COSTS,
FY90 (PROJECTED), AS A GRANT**

	Local NAF	Navy
Revenue	\$193,000	
Expenses		
Payroll	134,000	
Employee benefits		\$ 31,000
Maintenance	23,000	
Supplies	5,000	
Other	8,000	
Utilities	4,000	
Repairs	6,000	
Escrow	3,000	
Grant amortization		117,000
Opportunity cost (Lost interest)		105,000
Total expenses	\$183,000	(\$253,000)
Net profit (loss)	10,000	(\$253,000)
Plus escrow	3,000	
Net cash flow	\$ 13,000	(\$253,000)
Total net cash flow	(\$240,000)	

The bottom line is that the installation projects a NAF profit (net NAF cash flow) of \$28,000 in FY90. How can a marina that is currently losing money add 118 percent to capacity, keep prices at 39 percent of market, and return a profit? The installation's answer lies in the following:

- Direct salary expenses are not projected to increase.
- The installation is not putting funds into escrow for future capital improvements.
- The installation is not counting central NAF employee fringe benefit costs and is continuing APF maintenance costs for the structural integrity of the facility.
- The installation does not have to pay back any portion of the \$1.75 million expansion costs.

We believe that the installation's projection of stable direct salary expenses is unrealistic. The current organization chart for the marina shows 6 full-time staff and 39 part-time or intermittent staff. Even if the planned organization for the new marina remains constant, consideration needs to be made for salary step increases and cost-of-living raises for current staff. Therefore, it seems likely that direct salaries should increase over current levels; in our estimates, we assume that NAF direct salary expenses will stay constant, as the installation predicts, except for cost-of-living adjustments.

We made appropriate adjustments for escrow, grant amortization, and lost opportunity costs to give an accurate cost comparison with a PPV-operated marina at NTC San Diego. Our estimate of the full cost for FY90, if the project is a grant, is presented in Table 5; Table 6 shows our estimate under the assumption that the project is a loan.

Capital improvements must continue over the life of a marina to attract customers and to stay cost-efficient and competitive whether the center is operated in-house or as a PPV. Therefore, we added a capital improvement escrow of 3 percent of slip rental revenues, or \$3,000, to the installation's estimate of annual operating expenses. This is the same requirement that the local NAF would place on a PPV contractor.

The central NAF fund pays the fringe benefits of NAF employees, calculated by the NMPC to be 23 percent of direct salary costs. These real out-of-pocket expenses are directly attributable to the marina and should therefore be added to the marina's expenses. Fringe-benefit expenses for the expanded marina would therefore be \$31,000 in FY90 (see Table 6). In addition, once the new construction money is paid to the contractor, the central NAF incurs a lost opportunity cost (assumed 6 percent)

TABLE 6

**NTC SAN DIEGO MARINA CONSOLIDATED INCOME STATEMENT,
LOCAL AND CENTRAL NAF COSTS, FY90 (PROJECTED), AS AN ROI
(RETURN ON INVESTMENT) LOAN**

	Local NAF	Navy
Revenue	\$193,000	
Expenses		
Payroll	134,000	
Employee benefits		\$ 31,000
Maintenance	23,000	
Supplies	5,000	
Other	8,000	
Utilities	4,000	
Repairs	6,000	
Escrow	3,000	
Loan payment	117,000	
Opportunity cost (Lost interest)		105,000
Total expenses	\$300,000	(\$136,000)
Net profit (loss)	(\$107,000)	(\$136,000)
Plus escrow	3,000	
Net cash flow	(\$104,000)	(\$136,000)
Total net cash flow	(\$240,000)	

on the \$1.75 million construction cost, whether the in-house project is a loan or grant. Therefore, the Navy loses \$105,000 per year that it could use to subsidize other needed operations. (Alternatively, if the Navy spent the \$1.75 million on another project that could not make it as a PPV, the lost opportunity cost is the full \$1.75 million in the first year).

More important, as shown in Table 6, we amortized the \$1.75 million NAF project cost over 15 years at zero interest, giving a fixed payment of \$117,000 per year. The total net effect of the in-house project is a \$240,000 annual loss. From the

Navy's point of view, it is a \$253,000 annual loss (net cash flow) if the project is considered a grant and a \$136,000 annual loss if it is a loan. From the local NAF's point of view, the total effect is a \$13,000 profit if it is a grant and a \$104,000 loss if it is a loan.

Projected PPV Operations

Now we perform a sensitivity analysis to compare the projected revenues, expenses, and profit effects of four different PPV scenarios. The results of this sensitivity analysis are presented in Table 7. These PPV estimates assume prices at 75 percent of market and industry standard expense ratios, including debt amortization, taxes, and profits. (Note: User fees must increase over current prices for a PPV marina to be viable.)

As Table 7 shows in example 1, the local NAF effect of a marina with 147 sailboat wet slips, 8 powerboat slips, and 111 dry storage slips is a \$14,000 profit (payment to NAF plus escrow for improvements). This is the break-even point for a PPV marina operation at NTC San Diego.

Examples 2, 3 and 4 show the local NAF effect of larger marinas with various combinations of facilities. All examples project a profit for the local NAF. Furthermore, in any alternative, the Navy does not lose the \$31,000 in employee fringe-benefit costs, the \$117,000 grant amortization, or the \$105,000 in interest on the \$1.75 million loan.

The line labeled NAF profit in Table 7, as is the case for all MWR PPV projects, represents the *maximum* potential annual payment into the NAF fund. Our projections, while they use industry standard percentages, do not include any "extra profit" for the contractor to compensate for increased risk of doing business with the NAF/military compared to the normal market. Specifically, in the case of the San Diego marina, the contractor-operator would have his market restricted to current authorized users (CAUs). Although our analysis indicates that an excess demand exists in San Diego among CAUs for marina services, and that excess demand is large enough to accommodate the PPV marina expansion we recommend, some or all potential contractors may view the market restriction as being riskier than a normal market venture. The degree of this perceived risk, which we believe will be low or nonexistent, could raise the entrepreneur's profit expectations and, consequently, lower the actual NAF profit below our projections. The actual NAF profit will be a

TABLE 7

NTC SAN DIEGO MARINA COMPARISON OF NET CASH FLOW EFFECTS FOR ALTERNATIVE PPV EXPANSIONS, FY90

	Sensitivity examples			
	1	2	3	4
Sailboat slips^a	147	176	226	300
Powerboat slips^b	8	8	58	200
Dry storage slips^c	111	161	211	311
LF breakwater	1,300	1,300	1,300	1,300
Capital improvements costs^d	\$1,651,000	\$1,915,000	\$2,676,000	\$4,686,000
Escrow	\$14,000	\$17,000	\$25,000	\$48,000
NAF profit	\$0	\$34,000	\$88,000	\$238,000
Net cash flow	\$14,000	\$51,000	\$113,000	\$286,000

^a Figures include 26 existing slips.

^b Figures include 8 existing slips.

^c Figures include 111 existing slips.

^d Include costs for floating breakwater, shore facilities improvements/alterations, and sitework (i.e., landscaping, utilities, parking, etc.).

variable schedule of gross revenues to be bid in response to the request for proposals (RFP).

PARAMETERS OF THE REQUEST FOR PROPOSALS

Our study and analysis have shown that a PPV marina is viable at NTC San Diego. The RFP to select the developer/contractor should be as flexible as possible in order to take maximum advantage of private-sector expertise in constructing and operating marinas. The main aspects of the RFP follow:

- **Contractor design, construction, financing, and operation of the marina complex.**
- **Contract Term:** 25-year contract, with two 10-year options. The 25-year term will allow sufficient time for a private sector operator to amortize capital expenditures. The International Marina Institute also recommended a 25-year contract term.
- **Capital Improvement Requirements:** The RFP should require the contractor to construct a 1,300 LF floating breakwater, 200 sailboat slips,

100 dry storage slips, and 50 power boat slips as a minimum. We feel that this size marina is conservative and that the authorized user population can support a larger marina. However, the ultimate size of the marina should be a bid item in the RFP, with larger marinas given more points. The facilities should be specified to meet State of California Guidelines for Small Craft Berthing Facilities.

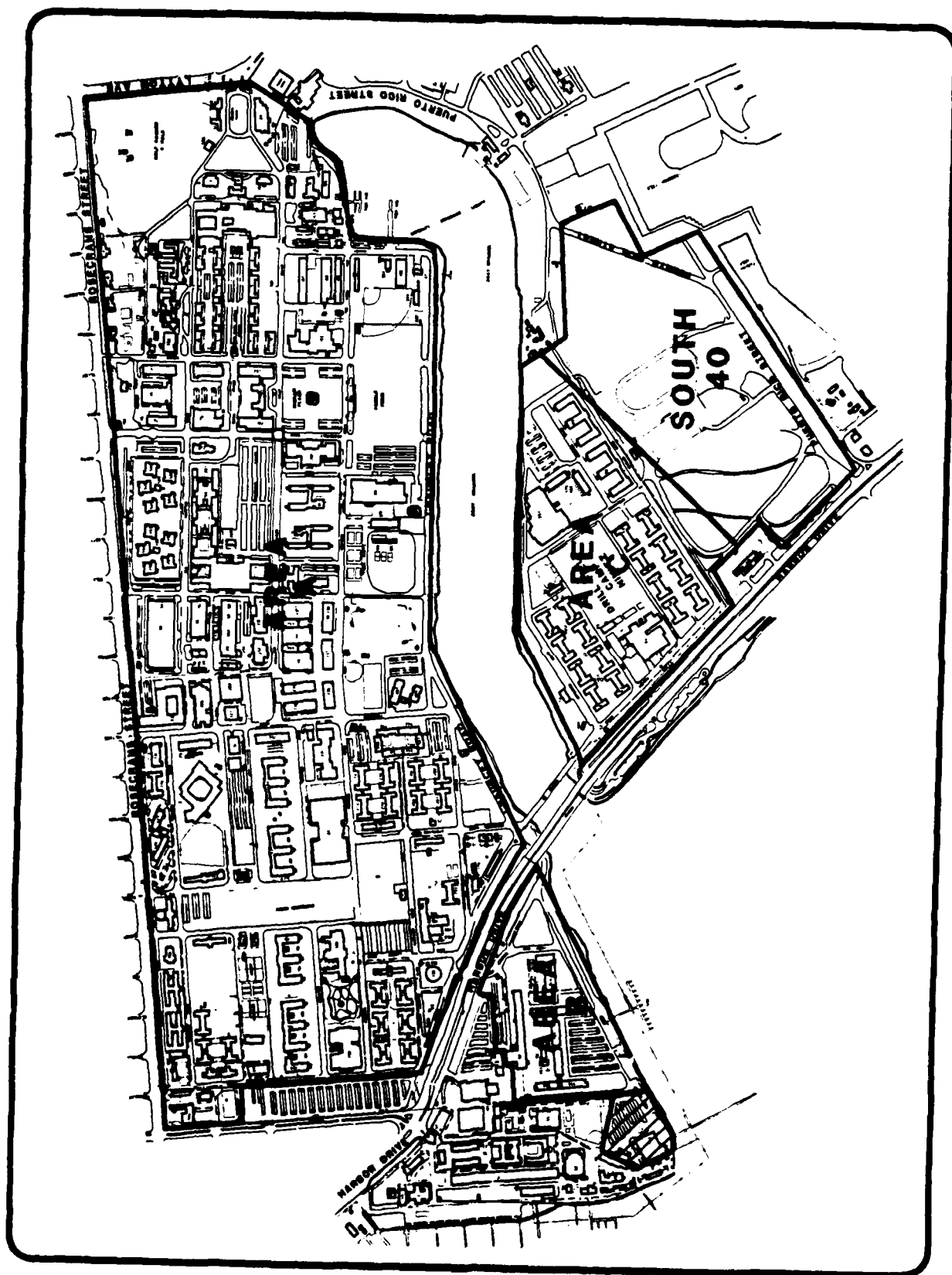
- **Capital Improvement Escrow:** 3 percent of slip rental revenues required for escrow.
- **Usage limited to currently authorized users.**
- **Marina Service Fees:** The initial rates for slip rentals, boat rentals, and dry storage should be determined by a market survey performed by the operator after contract award. The rates for these services should be limited to 75 percent of the average civilian market for the same services. The rates for other services should be bid by the prospective contractors. We recommend that marina service fees be escalated annually and not exceed the escalation rate for the same services in the local civilian market.
- **Right of First Refusal:** Contractor to give current marina employees a right of first refusal on jobs, with no arbitrary dismissal for 180 calendar days.
- **NAF Payment:** Offerors to bid schedule of percentage of gross revenues to be paid to local NAF fund.
- **Maintenance:** Maintenance standards should be imposed by requiring the contractor to submit a maintenance plan as part of the proposal and enforcing the terms of that maintenance plan.
- **Sailing Lessons:** The fees for sailing lessons are currently at 7.5 percent of the market rate. We recommend that the contractor be required to provide sailing lessons to meet the demand and that the rates for those courses also be controlled by the NAF and set at the guidelines established by the Chief of Naval Education and Training.
- **Performance Bonding:** The RFP should require the contractor to furnish construction performance and payment bonds that will be in effect until the construction phase of the contract is complete.
- **Bid Guaranty:** To ensure the execution of the contract and the performance bond, each offeror should be required to submit with its bid a guaranty bond executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety. We recommend that the bid security be in the penal sum of no less than \$500,000.

The criteria for source selection should encompass four primary areas:

- **Design and construction plans (including number of slips in the expansion)**
- **Experience and performance history**
- **Operations and maintenance plans**
- **Amount and timing of NAF payments.**

APPENDIX A

NAVAL TRAINING CENTER STATION MAP



APPENDIX B

**NAF PROJECT R015-89, MARINA EXPANSION
NAVAL TRAINING CENTER**

**NAF PROJECT R015-89, MARINA EXPANSION
NAVAL TRAINING CENTER**

	Quantity	Unit cost	Total cost
Primary facility building	8,052 SF	\$ 6.58	\$ 52,942
Foundation	8,052 SF	\$ 6.58	\$ 52,942
Structural frame	5,348 SF	2.40	12,858
Floors	5,348 SF	21.60	115,537
Roof	7,008 SF	9.71	68,044
Exterior walls	6,100 SF	8.29	50,565
Interior walls	5,200 SF	3.71	19,284
Interior finishes	22,072 SF	3.15	69,535
Doors & windows	5,348 SF	6.63	35,474
Specialties	5,348 SF	5.72	30,600
Plumbing	1 LS	-	21,657
Mechanical	1 LS	-	6,254
Electrical	5,348 SF	9.98	53,370
Special equipment	5,348 SF	0.22	1,174
Subtotal building			\$ 537,294
Supporting facilities utilities	8,052 SF	\$ 6.58	\$ 52,942
Water distribution	1 LS	\$ -	\$ 27,238
Sanitary sewer	450 LF	66.73	30,028
Electrical distribution	1 LS	-	178,330
Gas distribution	68 LF	13.62	926
Subtotal utilities			\$ 236,522
Site preparation and improvements			
Floating docks	8,432 SF	\$ 29.71	\$ 250,480
Dock access pier	536 SF	110.63	59,298
Launch pier and crane	2,300 SF	72.64	167,068
Site pavement	28,484 SF	1.41	40,255
Site grading	46,500 SF	0.47	21,733
Landscape and irrigation	25,049 SF	2.23	55,822
Slope protection	250 LF	109.31	27,328
Site walls	586 SF	29.24	17,135
Miscellaneous concrete work	1 LS	-	54,535
Site furnishings	1 LS	-	470
Subtotal site preparation and improvement			\$ 694,124
Total supporting facilities			\$ 930,646
Primary facility			537,294
General conditions			<u>111,605</u>
Subtotal			\$ 1,579,545
Contingency (5%)			<u>78,977</u>
Total contract cost			1,658,522
SIOH (5.5%)*			91,219
Total project cost			\$ 1,749,741

* SIOH = Supervision, inspection, and overhead

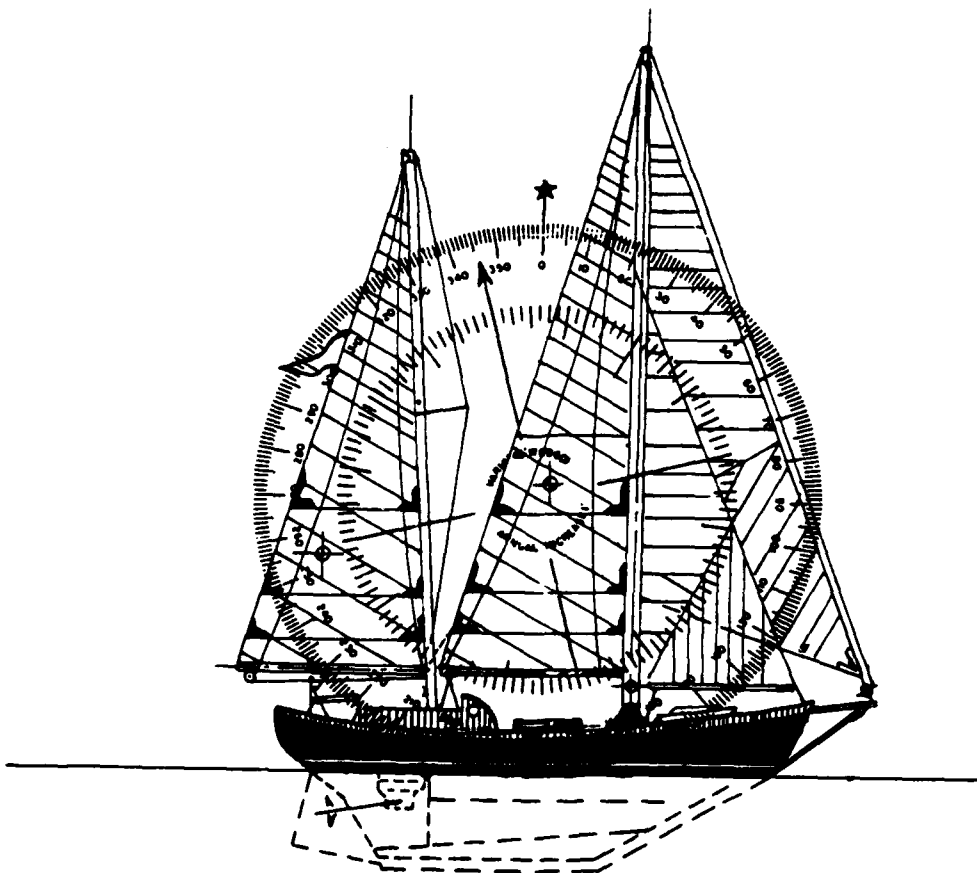
APPENDIX L

**REQUEST FOR PROPOSALS
FOR
MARINA EXPANSION, OPERATION,
AND MAINTENANCE
AT
NAVAL TRAINING CENTER
SAN DIEGO, CALIFORNIA**

PREFACE

Appendix L was originally published separately by LMI as a sample request for proposals (RFP) with a restricted distribution. We reprinted it here with no changes.

**REQUEST FOR PROPOSALS
FOR
MARINA EXPANSION, OPERATION,
AND MAINTENANCE
AT
NAVAL TRAINING CENTER
SAN DIEGO, CALIFORNIA**



SUMMARY OF THE REQUEST FOR PROPOSALS

The Navy is looking to private sector involvement as a means of improving the efficiency and quality of its present Morale, Weifare and Recreation (MWR) functions and to compensate for the loss of Federal appropriated fund support. Marina operations has been selected as a candidate for privatization based on the interest the private sector has shown in military bases, and the proven history of successful civilian privatization in this industry. Examples of jurisdictions providing marina services through Public/Private Ventures include Marina Del Rey, California, and Racine, Wisconsin.

The purpose and intent of this Request for Proposals is for the development and operation of a revenue-producing marina complex consisting of a Sailboat Section and a Motorboat Section, dry boat storage, launching ramp, concession area, and support facilities. This complex will be located at the Naval Training Center, San Diego, California. The Navy's interpretation of "entrepreneur" pertaining to this project is: a private company, using its venture capital, that develops revenue-producing facilities and services in compliance with the terms stated within the contract.

This Request for Proposals (RFP) has been structured to give the private sector the flexibility to use its unique expertise and experience in the marina business. In this way, the Government hopes to achieve higher operational efficiency and lower costs.

Existing facilities are owned by the Government and will be contracted out for operation, maintenance, and management by the operator who will provide marina services to its patrons. Any capital improvements will be paid for by the operator. The term of the contract is 25 years with two 5-year renewal options. Section C describes the form of the concession contract.

Each proposal will be evaluated for its ability to meet the needs of the Nonappropriated Fund Instrumentality (NAFI) in terms of providing service to the military community, maintaining the facility, providing capital improvements, and providing payments to the NAFI (Section M). These factors will be weighted in the

evaluation. The Contracting Officer will conduct written and oral negotiations with proposers. Offerors, in turn, will be provided an opportunity to submit revisions; and, finally, negotiations will be closed with submission of "Best and Final" offers. Proposals are due by . Award will be made within 180 calendar days, but not later than . The winning offeror will have 60 calendar days, from the date of contract award, to take over full operation of the NTC San Diego marina.

Use of the marina complex will be restricted to those currently authorized to use it. These authorized users are fully defined in paragraph , but are primarily active duty and retired military personnel. The size of this potential market is provided in Attachment 10.

Each proposal shall be in four parts. Part 1 will be a capital improvements proposal; Part 2, an operations and maintenance plan proposal; Part 3, an experience and history proposal; and Part 4, a concession fee payment proposal. Section L provides the detailed requirements for each of the four parts. Each part is limited in the number of pages that may be submitted to lessen the burden on both the proposer and the evaluator.

The capital improvements (design and construction) proposal (Paragraph L-3) will contain information to allow evaluation of the scope, design, construction, furnishings, fixtures, and equipment. Full designs are not required, only concepts.

The operations and maintenance proposal (Paragraph L-4) will provide information on how the proposer intends to operate and maintain the facilities. The maintenance plan will be incorporated into the concession contract.

The experience and history proposal (Paragraph L-5) will provide information on the offeror's experience in building, operating, and maintaining marinas. It will contain references of marinas owned, leased, or operated within the last 5 years. The Navy will make site visits or use other means to substantiate experience.

The concession fee proposal (Paragraph L-6) is the payment the Contractor will make to the NAFI and will be based on a percentage of gross receipts.

The four-part proposal must be accompanied by a Bid Bond of \$500,000 (Paragraph H-5). Additionally, a Construction Performance Bond will be required from the successful offeror (Paragraph H-6). Administrative information, such as

where to submit the proposal, late submission, and the number of copies required, is provided in Section L.

We appreciate your interest in this project, and any questions about it should be addressed at the preproposal conference to be held on _____, 1988 at Building _____, NTC, San Diego, California.

RFP FOR MARINA EXPANSION, OPERATION, AND MAINTENANCE

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SECTION A

SOLICITATION/CONTRACT FORM

SOLICITATION, OFFER AND AWARD		1. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING		PAGE OF	
2. CONTRACT NO.		3. SOLICITATION NO.		4. TYPE OF SOLICITATION		5. DATE ISSUED	
				☐ ADVERTISED (IFB) ☒ NEGOTIATED (RFP)		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY		CODE		8. ADDRESS OFFER TO (If other than Item 7)			
Commander							
Naval Training Center							
San Diego, California 92133							
NOTE: In advertised solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository listed in _____ until _____ (Hour) local time _____ (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals. See Section I, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL		A. NAME Mr. Dick Grube		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)			
11. TABLE OF CONTENTS							
(V)	SEC	DESCRIPTION	PAGE(S)	(V)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFER	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.233-8)		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS	
		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		23. NEGOTIATED PURSUANT TO			
				☐ 10 U.S.C. 2304(a) () ☐ 41 U.S.C. 252(c) ()			
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY			
				CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	
(Signature of Contracting Officer)							
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							
NSN 7540-01-152-8064		33-132		STANDARD FORM 33 (REV. 10-83)			
PREVIOUS EDITION NOT USABLE				Prescribed by GSA			
				FAR (48 CFR) 53.214(c)			

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

This section is to be completed by the offeror after reading the entire Request for Proposals (RFP) and shall be submitted as a part of the offeror's proposal.

<u>CLIN</u>	<u>Item Description</u>	<u>Concession Fee</u>
0001	Rental or other fees charged for the use of boat slips, anchorages, moorings, dockside gear lockers, dockside storage space, and such other facilities and services ancillary thereto as are provided in common to all tenants.	_____ % of gross receipts
0002	Rental or other fees charged for the use of dry storage facilities, landside gear lockers, landside storage space, boats, motors, tackle, recreational equipment, tools, equipment, launch and retrieving of small boats and from the sale of fishing bait.	_____ % of gross receipts
0003	Commissions or other fees earned from boat brokerage when said activity is approved in advance by the Contracting Officer.	_____ % of gross receipts
0004	Commissions or other fees collected for the operation of coin-operated vending or service machines including pay telephones.	_____ % of gross receipts
0005	Sale of gasoline, diesel fuel, or mixed fuel.	_____ % of gross receipts
0006	Club dues, initiation fees, and assessments, except that separate assessments for capital improvements are exempted.	_____ % of gross receipts
0007	Fees charged by authorized boat repair yards, including repair, painting, tugboat, salvage and boat pump-out services and similar activities, except that where parts and materials are invoiced separately, they may be included under CLIN 0008.	_____ % of gross receipts
0008	Sale of miscellaneous goods and services not specifically provided for elsewhere.	_____ % of gross receipts

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 Description of Contract

a. Authority

The Navy's Non-Appropriated Fund Instrumentality (NAFI) has been delegated the authority to enter into contracts for the operation, maintenance, and improvement of Morale, Welfare and Recreation (MWR) activities within the Navy.

b. Purpose

The purpose and intent of this RFP is for the expansion and operation of a revenue-producing marina complex consisting of a Sailboat Section and a Motorboat Section, dry boat storage, launching ramp, concession area and support facilities. This complex is located at the Naval Training Center (NTC), San Diego, California.

c. Contract Term

The term of this contract is 25 years with two 5-year renewal options.

d. Government Property

The existing marina and all associated equipment and furnishings at NTC, San Diego will be provided to the successful offeror at no charge. An inventory of the facilities, equipment, and furnishings is contained in Attachment 1. Attachment 2 contains site descriptions of the NTC San Diego marina facilities.

e. Contract Agreement

The successful offeror will enter into a concession contract agreement with the NAFI whose terms and conditions are contained in the RFP; however, said terms and conditions shall be modified to the extent necessary to accommodate the successful offeror's proposal. The agreements will be subject to any existing and/or future easements for electric power transmission lines, telephone or telegraph lines, water, gas, gasoline, oil or sewer pipelines, or other facilities located on the property covered by the agreements. The successful offeror's operation and maintenance plan and capital improvements plan will be incorporated into the contract agreement.

f. Option to Extend the Term of the Contract

(1) The NAFI and the Contractor may agree to extend the term of this contract for a period of 5 years, at the end of which they may agree to a second 5-year extension of the contract term. The NAFI will give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The Contractor shall within 5 days of receipt of the NAFI's preliminary written notice, provide the NAFI written notice of its intent to accept or decline the offer to extend the contract term.

(2) If the NAFI exercises this option, the extended contract shall also be considered to include this option provision, and it shall therefore apply to the second option to extend the contract term.

(3) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 35 years.

g. Reimbursement Guarantee

Should the authorized military strength of NTC San Diego be reduced by 50 percent or more, the NAFI guarantees to reimburse the operator for contractor-installed capital improvements at their unamortized investment value. The Contractor shall be required to maintain records of the unamortized value of capital assets in accordance with Generally Accepted Accounting Principals for discounting such assets.

C-2 Specifications

a. Codes, Standards, and Requirements

(1) The facilities shall comply with all local and state environmental protection standards and requirements and comply with the National Environmental Protection Act (NEPA) requirements.

(2) General Life Safety Compliance. Design and construction of capital improvements shall conform to the building laws of the local jurisdiction and the standards and criteria specified herein applicable at the time proposals are required to be submitted. In the event of conflict or inconsistency between the standards and local codes, those which are more restrictive will govern. Any provisions of the local codes relating to requirements for obtaining state and/or local inspections or permits are applicable. Responsibility for obtaining all permits and licenses and for complying with local, county, and state codes or regulations is solely that of the Contractor.

(3) OSHA Criteria. The Contractor agrees to comply with the Occupational Safety and Health Administration (OSHA) safety and

health standards which are located in Title 29 of the Code of Federal Regulations (29 CFR).

(4) **Physical Handicapped Criteria.** The Contractor agrees to comply with the "Uniform Accessibility Standards" which are located in the Federal Register, Volume 49, Number 153 of August 7, 1984 as amended by 51 FR 18647 of May 21, 1986.

(5) **Specific Applicable Criteria.** Facility capital improvements shall comply as a minimum with the following codes and standards:

- American Society for Testing and Materials (ASTM)
ASTM E-84 (1986) – Standard Test Method for Surface Burning Characteristics of Building Materials
- American National Standards Institute (ANSI)
ANSI C2-84 – National Electrical Safety Code
- American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)
ASHRAE Standard 90-A (1980) – Energy Conservation in New Building Design
- National Fire Protection Association (NFPA)
NFPA 10 – Standard for Portable Fire Extinguishers
NFPA 13 – Standard for Installation of Sprinkler Systems
NFPA 14 – Standard for Standpipes and Hose Systems
NFPA 24 – Private Fire Service Mains and Appurtenances
NFPA 70 – National Electric Code (1987)
NFPA 101 – Code for Safety to Life from Fire in Buildings and Structures (1985)
NFPA 1221 – Public Fire Service Communications (1984)
- Basic/National Building Code (BOCA), 1987
- Uniform Plumbing Code (Library of Congress 75-38039), 1979 Edition

b. Facility Maintenance

The operator shall give prompt notice to the Contracting Officer of any fire or damage that may occur from any cause whatsoever. The operator shall,

to the satisfaction of the Contracting Officer, keep and maintain the Government's premises and all improvements of any kind, which may be erected, installed, or made thereon by the Contractor, in good and substantial repair and condition, including painting, and shall make all necessary repairs and alterations thereto.

NAFI shall not at any time be required to make any improvements or repairs whatsoever except that NAFI may at its sole discretion do any necessary dredging, filling, grading, slope protecting, construction of sea walls, or repair of water system, sewer facilities, roads, or other Government facilities in order to protect the leased premises or adjoining premises.

The Contractor expressly agrees to maintain the marina in a safe, clean, wholesome, and sanitary condition to the complete satisfaction of the Contracting Officer and in compliance with all applicable laws. The Contractor further agrees to provide proper containers for trash and garbage and to keep the premises, both land and water areas thereof, free and clear of rubbish and litter. NAFI shall have the right to enter upon and inspect the said premises at any time for cleanliness and safety.

The Contractor shall from time to time make any and all necessary repairs to, or replacement of, any equipment, structure, or other physical improvements in order to comply with the Contractor's Operations and Maintenance Plan, or as required in writing by the provision of this clause.

If the Contractor fails to make any such repairs or replacements as required, the Contracting Officer may notify the Contractor of said default in writing, and should the Contractor fail to cure said default and make said repairs or replacements within a reasonable time as established by the Contracting Officer, NAFI may make such repairs or replacements, and the cost thereof, including, but not limited to, the cost of labor, materials, and equipment, shall be charged against the Contractor and shall become a part of the Concession Fee payment for the next period following the period of default.

c. Operations and Management

(1) Hours of Operation. The Contractor shall operate the marina, at a minimum, during daylight hours and may operate other facilities for longer periods, e.g., chandlery, food and beverage operations, etc. The proposal should include anticipated hours and days of operation. The marina will be operated year round.

(2) Personnel. The Contractor shall employ and manage all employees of the marina complex and waterfront area within their scope of work. The Contractor agrees to review and take action, if necessary, on an employee whose actions, attitudes, or conduct is determined to be inappropriate for service to the public by the Contracting Officer.

The Contractor agrees to employ a manager, who is qualified and satisfactory to the NAFI, to operate the marina complex in accordance with this contract. If at any time the Contracting Officer notifies the Contractor that the manager's performance is unacceptable, with written justifications, the Contractor shall take the necessary action to correct the situation within 10 calendar days. The Contractor further agrees to have, at all times, sufficient qualified and trained attendants to render adequate service and assistance to authorized users. The employees of the Contractor working on the contract site shall dress in a manner suitable for public service and subject to the approval and requirements of the NAFI. If deemed necessary by the NAFI, the Contractor shall provide uniforms for all employees with the approval of the Contracting Officer.

(3) Fees and Charges. The Contractor shall submit, prior to the opening of the facilities, a complete list of all fees and charges for marina services provided to authorized users. The fees, charges, and prices are subject to the review and approval of the Contracting Officer.

Said prices shall be fair and reasonable, based upon the following two considerations: first, that the leased property is intended to serve a recreation use and to provide needed facilities to authorized users at a fair and reasonable cost; second, that the Contractor is entitled to a fair and reasonable return upon his investment pursuant to this contract. In the event that the Contracting Officer notifies the Contractor that any of said prices are not fair and reasonable, the Contractor shall have the right to confer with the Contracting Officer and to justify said prices. If, after reasonable conference and consultation, the Contracting Officer shall determine that any of said prices are not fair and reasonable, the same shall be modified by the Contractor.

Charges for slip rental, dry boat storage, and boat rentals will be limited to 75 percent of the average market rates for the same services. If the Contractor desires to increase fees, charges, or prices, a written justification for any increases shall be submitted 30 days prior to their initiation and any increases are subject to approval by the Contracting Officer.

(4) Utilities. All utilities will be paid for by the Contractor. The Contractor will install demand meters for any unmetered utilities to enable charges to be determined. Attachment 3 lists current utility costs, availabilities, and points of connection. The Contractor is not required to use any utility or service provided through the Navy.

In no event shall the NAFI be liable for an interruption or failure in the supply of any such utilities to the areas of concern of this contract.

(5) Fire Protection. Fire protection will be provided by NTC San Diego; however, the Contractor will be required to conform with Life Safety

Requirements, described in Paragraph C-2.a, at all times during the contract term.

(6) **Station Regulations.** Rules, regulations, and directives that are in effect or are issued during the contract term by the Department of the Navy and subordinate commands under their responsibility for law, order, administration, or security on the installation shall be applicable to all Contractor personnel or representatives who enter the installation. These requirements include, but are not limited to, vehicle registration, maintenance of good order and discipline, security checks, control of drugs and alcohol, and building signage.

(7) **Insurance.** The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed below:

<u>Type of Insurance</u>	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000
Automobile Liability	\$300,000	\$1,000,000	\$100,000
Workmen's Comp.	As required		
Other as required by state law.			

Policies may not be canceled without adequate substitution before cancellation. Two copies of insurance certificates shall be provided at the time of the contract award.

(8) **Food Operations.** The Contractor may provide a food and beverage service operation for the convenience of boaters. The Contractor shall comply with all Federal, State, and local ordinances in the serving of food and beverages. The Contractor is encouraged to explore providing this service; however, not at the expense of marina operations.

(9) **Security.** Physical security shall be the responsibility of the Contractor. Security shall include the safekeeping of all structures, facilities and equipment, all items for sale, and all records used in the management of the marina.

(10) **Promotion and Advertising.** Promotion and advertising shall be the full responsibility of the Contractor; however, all advertisements in any form or manner are subject to prior review and approval by the NAFI.

C-3 Currently Authorized Users

The primary purpose of the Navy recreation program is to meet the recreation needs of active duty personnel and their dependents. Eligibility priority is as follows:

- a. Active duty personnel and their dependents assigned to the installation or supported directly by it through intraservice or interservice agreements
- b. Navy active duty personnel and their dependents not assigned to the installation
- c. Active duty personnel and their dependents of other Military Services
- d. Military personnel retired with pay and their dependents
- e. Service members of reserve components during periods of scheduled inactive duty training
- f. Unremarried surviving spouses and other dependents entitled to commissary, exchange, and theater privileges
- g. Unremarried former spouses and other dependents entitled to commissary, exchange, and theater privileges
- j. Military personnel of foreign nations and their dependents, when authorized exchange privileges
- k. DoD Contractor employees and their dependents
- l. Occasional guests of naval personnel.

C-4 Capital Improvements

a. Capital Improvement Plan

(1) The Contractor shall make capital improvements to the marina and its shore facilities at its own expense. The list of improvements in Attachment 4 is the minimum required and the Contractor shall complete these improvements within 2 years of contract award. The amount of money the Contractor will spend on each of these improvements is part of its proposal and the successful Contractor shall spend these amounts as a minimum.

(2) In addition, this RFP affords the opportunity to guarantee additional capital improvements beyond those listed in Attachment 4. Section M describes how the number, concept, and appropriateness of these additional improvements will count toward selection of the successful offeror. The improvements may be to existing facilities (e.g., upgrading or expanding the Aquatic Center) or be completely new "ancillary" facilities defined and explained in Paragraph C-5 of this RFP. Attachment 5 provides some

examples of additional capital improvements the NAFI would find favorable. It is by no means exhaustive, however, and the NAFI is relying on the experience of the private sector to offer lucrative and imaginative ideas.

b. Approval of Capital Improvements and Major Repairs and Maintenance

(1) The design, construction plan, and schedule of all capital improvements must be approved by the NAFI. This applies to the required improvements in Attachment 4, any guaranteed additional improvements offered in the Contractor's proposal, any future improvements the Contractor may propose, any removal of trees, and any ancillary facilities described in Paragraph C-5. Approval is also required for facility repairs and maintenance in excess of \$10,000, since these may cause disruption to marina operations. The Contractor shall present the general concept of each improvement to the NAFI which will disapprove it, or approve it, pending favorable review of a detailed submission. The Contractor shall then submit details of the proposed design, materials, and construction schedule for final NAFI approval. This approval will not be unreasonably withheld.

(2) The Contractor will be responsible for securing any permits required for construction and will be required to coordinate the construction activity with the NTC Public Works Department. Government inspectors will be permitted to inspect the work site when they accompany local inspectors.

(3) For those capital improvements requiring completion within 2 years after contract award, the Contractor shall submit details of the designs, materials, and construction schedules within 60 calendar days after contract award.

c. Capital Improvements Escrow Account

The Contractor shall pay 3 percent of the gross revenue from slip rentals into an escrow account to ensure continuous performance of a capital improvements program over the term of the agreement. The money and any interest it earns shall be used toward capital improvements not covered under Paragraph C-4.a. The Contractor shall establish the account with a local commercial bank or other third party approved by the NAFI. All costs, expenses, and other charges, if any, associated with the account shall be borne by the Contractor. Upon expiration or sooner termination of the agreement for any reason, all monies remaining in the account, including any interest earned, shall be paid to the NAFI.

C-5 Ancillary Facilities

a. Definition of Ancillary Facilities

Ancillary facilities are additions and expansions to the marina and its shore facilities which provide services that do not currently exist. Examples

are a chandlery, food and beverage services, fuel dock, travelift facility, and maintenance services.

b. Approval of Ancillary Facilities

The NAFI is relying on the imagination and experience of the private sector to propose appropriate and innovative improvements to the existing marina and its services. To that end, the Contractor may request permission to build or install ancillary facilities. Approval procedures shall follow those prescribed in Paragraph C-4.b of this RFP.

C-6 Right of First Refusal of Employment

The Contractor shall give NAFI employees, displaced as a result of the conversion to contract performance, the right of first refusal for employment openings for which they are qualified. No such employees shall be arbitrarily dismissed for up to 120 days after contract award.

SECTION D
PACKAGING AND MARKING

This section not applicable to this contract.

SECTION E

INSPECTION AND ACCEPTANCE

E-1 Construction Inspections

For capital improvements, the Contractor or authorized agent shall obtain plan reviews and inspection services from local building officials and/or professionals licensed to provide those services. The Contracting Officer, at his discretion, may request the Contractor to obtain inspections in addition to those required by local building officials if the Contracting Officer observes that construction is not consistent with local building codes or industry standards. The NAFI will conduct a final acceptance inspection of the capital improvements upon receipt of an occupancy permit. NAFI monitoring and acceptance shall not relieve the Contractor of its responsibilities to construct the facilities in accordance with the provision of this contract and to obtain all required permits and approvals.

E-2 Acceptance

- a. Upon completion of capital improvements, the Contractor shall provide written notification to the Contracting Officer or his representative. The notification shall be accompanied by an occupancy permit issued by the appropriate local Government agency. A joint physical survey and inspection report of each part of the work to be accepted by the NAFI shall be made prior to initial occupancy, reflecting the then-physical condition. Upon determination by the NAFI's representative that such facilities are in compliance with the terms and provisions of this contract, the NAFI will issue a Certificate of Acceptance.
- b. Deficiencies. Should the facilities not be in compliance with this contract, a list of deficiencies will be made by the NAFI and promptly given to the Contractor. The Contractor shall promptly correct such deficiencies before the NAFI issues a Certificate of Acceptance.

E-3 Facility Inspections

- a. The Contractor shall allow Government and NAFI inspection at any time. These inspections may include investigation of customer complaints, health and fire hazard inspections, and visits to ensure contract compliance. In addition, "open book" accounting shall be maintained under this contract, and the NAFI shall have the right, during normal working hours, to audit accounts kept pursuant to the contract without further notice.

b. The Contractor shall be subject to all State and local inspections for compliance with State and local codes, ordinances, and regulations. Examples include sanitation and food service.

SECTION F
DELIVERIES AND PERFORMANCE

This section not applicable to this contract.

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 Contract Administration for the Contract Resulting From This Solicitation

Commanding Officer
Naval Training Station
Naval Training Center
San Diego, California 92133

G-2 Contracting Officer's Representative

The Contracting Officer's Representative for this contract is:

Recreational Services Director
Naval Training Station
Naval Training Center
San Diego, California 92133

The Contracting Officer's Representative (COR) has only that responsibility and authority specifically delegated in the letter of appointment. The COR does not have any authority to bind the NAFI or the Government except for that cited in the letter of appointment.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H-1 Concession Fee

a. Gross Receipts

Except as provided herein, the term "gross receipts" as used in this contract is defined to be all money, cash receipts, assets, property, or other things of value, including but not limited to gross charges, sales, rentals, fees, and commissions made or earned by the Contractor.

Except as provided herein or as determined by the Contracting Officer, there shall be no deduction from gross receipts for any overhead or cost of expense of operation, such as, but without limitation to, salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discounts from credit card operations, insurance, and taxes.

Except as specifically provided below, gross receipts reported by the Contractor must include the full usual charges for any services, goods, rentals, or facilities provided by the operator. Bona fide bad debts actually incurred by the Contractor may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.

b. Percentage Concession Fees

Gross receipts from each transaction, sale, or activity of the Contractor shall be reported under one or more of the categories listed in Section B, as applicable. Within 15 calendar days after the close of each and every month of the term hereof, Contractor shall file a report of gross receipts and pay to the NAFI a sum equal to the total of the percentages bid on Schedule B for said previous month.

c. Books of Accounts and Financial Reports

The Contractor agrees to keep the books of accounts and records of all operations and to establish systems of bookkeeping and accounting in a manner satisfactory to the Contracting Officer and to permit inspection of said books and records by the NAFI as often as, in the judgment of the NAFI, such inspection is deemed necessary. The Contractor shall submit a profit and loss statement of operation under this contract in a form approved by the

Contracting Officer itemizing payroll costs, operating, and other expenses no later than January 31st of each calendar year.

H-2 Disposition of Installations or Improvements

Title to all structures, buildings, docks or improvements constructed by the Contractor upon the demised premises, and all alterations or additions thereto, shall vest in the NAFI immediately upon completion and NAFI acceptance, thereof.

Within 30 calendar days after expiration or termination of this contract, the Contractor shall remove at its cost and expense such Contractor-installed machinery, appliances, or fixtures as are not firmly affixed to said structures, buildings, docks, or improvements. Should the Contractor fail to so remove said appliances or fixtures within said period, the Contractor shall lose all right, title, and interest in and thereto, and the NAFI may elect to keep the same upon the premises or to sell, remove, or demolish the same.

Title to all utility lines, switchboards, transformer vaults, and all other service facilities constructed or installed by the Contractor upon the demised premises shall vest in the NAFI upon construction or installation. Notwithstanding the foregoing sentence, such utility lines, switchboards, transformer vaults and all other service facilities shall be maintained, repaired, and replaced, if necessary, by the Contractor.

H-3 Standards of Performance

The Contractor shall be responsible for assuring that the operations authorized under the contract provide service to the best standards prevailing for similar businesses. The service rendered by the Contractor shall at all times be orderly and sufficient to meet the reasonable demands of the authorized users.

The NAFI reserves the right to object to the services or any particular conditions of the contracted properties where it finds and deems that the services or conditions fail to meet the best standards prevailing for similar businesses. The NAFI shall submit to the Contractor a written notification of any objections. The Contractor shall correct any unsatisfactory services or conditions within 30 calendar days of written notification. If the Contractor cannot correct the problem within 30 days, the Contractor shall contact the Contracting Officer to arrange a mutually acceptable timetable for correction. When the NAFI determines that the unsatisfactory services or conditions threaten the authorized user's health, safety, or welfare, the NAFI will notify the Contractor verbally or in writing. (If notification is verbal, the NAFI will confirm in writing within 2 days.) If deemed necessary by the NAFI, the Contractor agrees to discontinue and/or stop the threatening services and/or the areas of concern immediately upon notification. The Contractor shall correct the problem or submit a corrective action plan within 5 calendar days of notification. The NAFI will accept or reject the plan within 5 calendar days of receipt. In the event the Contractor fails to correct the problem or to submit a corrective action plan within 5 calendar days, and the services or conditions continue to threaten the

authorized user's health, safety, or welfare, and the NAFI wishes to correct the problem, the Contractor agrees to allow the NAFI to correct the problem and to pay the costs incurred by the NAFI in doing so.

H-4 Expansion

The Contractor may expand or enlarge the facilities or services beyond the minimum required capital improvements, limited to the marina and waterfront areas of concern, upon approval from the Contracting Officer. The Contractor shall submit a written proposal of expansion with all specifications to the NAFI and receive written approval before construction of the facilities or services.

These additional facilities shall become part of the original terms of this contract, and upon termination of this contract, shall become property of the NAFI.

H-5 Bid Guaranty

To assure the execution of the contract and the performance bond, each offeror shall submit with its bid a guaranty bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in Paragraph L-7.16 of the Instructions to Offerors. Security shall be in the sum of \$50,000. The bid guaranty shall be accompanied by a verifax or other facsimile copy of the agent's authority to sign bonds for the surety company.

H-6 Construction Performance and Payment Bonds

Within ten (10) days after award of the contract, the offeror to whom award is made shall furnish two bonds, each with satisfactory surety: namely, a performance bond (Standard Form 25) and a payment bond (Standard Form 25A). The performance bond shall be in a penal sum equal to 100 percent of the Contractor's cost of construction. The payment bond shall be equal to 50 percent of the Contractor's cost of construction, except that it shall be 40 percent of the Contractor's cost of construction if that cost is more than \$1,000,000 and not more than \$5,000,000 and in the fixed sum of \$2,500,000 if the Contractor's cost of construction is more than \$5,000,000. The bond of any surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety on Federal bonds will be accepted. Individual sureties will be accepted if each such surety deposits with the Contracting Officer cash, bonds, or notes of the United States, or such other security as the Contracting Officer may deem necessary for the required amount of the guaranty, under the agreement that the collateral so deposited shall remain in the possession and control of the Treasurer of the United States for at least 1 year after completion of the construction.

H-7 Training Lessons

The Contractor will be required to teach the following courses as the demand may require at the designated prices:

● Basic Sailing	\$40.00
● Intermediate Sailing	40.00
● Advanced Sailing	40.00
● Piloting Course	40.00
● Offshore Sailing	50.00
● Racing Course	50.00
● Spinnaker Course	35.00
● Sailboarding	35.00
● Private Lessons	25.00/hr plus boat rental
● Group Lessons	\$250.00 for 8-hour course (max. 4 students)

If the Contractor desires to increase prices, a written justification for any increases shall be submitted 30 days prior to their initiation and any increases are subject to approval by the Contracting Officer.

Training lessons shall comply as a minimum with the following Chief of Naval Education and Training (CNET) publications:

- CNET P 1552 (8-84) – Basic Sailing Curriculum
- CNET P 1552/1 (11-79) – Off-Shore Sail Training Manual
- CNET P 1552/6/14/15A (1-87) – Programmed Instructions for Basic Sail Training
- CNET P 1552/7 (1-83) – Inshore Sail Training Manual
- CNET P 1552/9 (8-84) – Junior Sailing Syllabus
- CNET P 1552/12A (12-85) – Boardsailing Instructor Manual
- CNET P 1552/13A (12-84) – Boardsailing Training Manual and Log

SECTION I

CONTRACT CLAUSES

1. DEFINITIONS

As used throughout this contract, the following items and abbreviations have the meanings set forth below:

- a. The term "contract" means this agreement or order and any modifications hereto.
- b. The abbreviation "NAFI" means Nonappropriated Fund Instrumentality of the United States Government.
- c. The term "Contracting Officer" means the person executing or responsible for administering this contract on behalf of the NAFI which is a party hereto, or his successor or successors.
- d. The term "Contractor" means the party responsible for providing supplies and/or services at a certain price or rate to the NAFI under this contract.

2. DISPUTES

- a. Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall state his decision in writing and mail or otherwise furnish a copy of it to the Contractor. Within 90 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Armed Services Board of Contract Appeals and the decision of the Board shall be final and conclusive: if no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, however, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Contracting Officer unless directed to do otherwise by the Contracting Officer.
- b. The "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in Paragraph "a" above, provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

3. LAW GOVERNING CONTRACTS

In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined in accordance with the substantive laws of the United States of America.

4. LEGAL STATUS

The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts; however, they do not obligate appropriated funds of the United States.

5. EXAMINATION OF RECORDS

a. The clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by means of negotiation. The Contractor agrees that the Contracting Officer or his duly authorized representative shall have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and until the expiration of 3 years after the final payment under the contract.

b. The Contractor agrees to include the clause in "a" above in all subcontracts hereunder which exceed \$10,000.

6. ASSIGNMENT

The Contractor may not assign his rights or delegate his obligations under this contract without prior written consent of the Contracting Officer.

7. GRATUITIES

a. The NAFI may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.

b. In the event this contract is terminated as provided in Paragraph "a" hereof, the NAFI shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (ii) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Secretary of the Navy or his duly authorized representative), which shall be

not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. TERMINATION FOR CONVENIENCE

The Contracting Officer by written notice may terminate this contract in whole or in part when it is in the best interest of the NAFI. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with FAR Subparts 49.1 and 49.2 in effect on the date of this contract. To the extent that this contract is for services and is so terminated, the NAFI shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination providing there are no Contractor claims covering nonrecurring costs for capital investment. If there are any such contractor claims, they shall be settled in accordance with FAR Subparts 49.1 and 49.2.

9. TERMINATION FOR DEFAULT

The Contracting Officer, by written notice, may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of reprocurring similar supplies or services provided that: if (i) it is determined for any reason that the Contractor was not in default; or (ii) the Contractor's failure to perform is without his or her, or his or her subcontractor's control, fault, or negligence, the termination must be deemed to be a termination for convenience. As used in this provision, the term "subcontractor" means subcontractor at any tier.

10. HOLD AND SAVE HARMLESS

The Contractor shall indemnify, save harmless and defend the NAFI, its outlets and customers from any liability, claimed or established for violation of infringement of any patent, copyright, or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof. The Contractor further agrees to hold the NAFI harmless from all claims or judgments for damages resulting from the use of products listed in this contract, except for such claims or damages caused by or resulting from the negligence of NAFI customers, employees, agents, or representatives. Also, the Contractor shall at all times hold and save harmless the NAFI, its agents, representatives, and employees from any and all suits and expenses which arise out of acts or omission of the Contractor, its agents, representatives, or employees.

11. ADVERTISEMENTS

The Contractor agrees that none of its nor its agent's advertisements, to include publications, merchandise, promotions, coupons, sweepstakes, contests, sales brochures, etc., shall state, infer, or imply that the Contractor's products or services are approved, promoted, or endorsed by the NAFI or the Government. Any advertisement, including cents-off coupons, which refer to the NAFI will contain a statement that the advertisement is neither paid for nor sponsored in whole or in part by the particular activity.

12. ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this solicitation/award, the inconsistency shall be resolved by giving precedence in the following order: (i) Supplies or Services and Prices/Costs, (ii) Description/Specifications/Work Statement, (iii) Special Contract Requirements, (iv) Contract Clauses, and (v) other provision of the solicitation/award.

CLAUSES INCORPORATED BY REFERENCE. This contract incorporates the following clauses set forth in the Federal Acquisition Regulation (FAR) by reference, with the same force and effect as if they were given full text. As used in the following clauses, the term "Government" is deleted and the abbreviation "NAFI" is substituted in lieu thereof. Upon request, the Contracting Officer will make their full text available.

- 13. FAR 52.203-1, OFFICIALS NOT TO BENEFIT (APR 1984)**
- 14. FAR 52.203-5, COVENANT AGAINST CONTINGENT FEES (APR 1984)**
- 15. FAR 52.203-7, ANTI-KICKBACK PROCEDURES (FEB 1987)**
- 16. FAR 52.207-3, RIGHT OF FIRST REFUSAL OF EMPLOYMENT (APR 1984)**
- 17. FAR 52.212-8, PRIORITIES, ALLOCATIONS, AND ALLOTMENTS (APR 1984)**
- 18. FAR 52.212-12, SUSPENSION OF WORK (APR 1984)**
- 19. FAR 52.212-14, STOP-WORK ORDER – FACILITIES (APR 1984)**
- 20. FAR 52.212-15, GOVERNMENT DELAY OF WORK (APR 1984)**
- 21. FAR 52.215-2, AUDIT-NEGOTIATION – ALTERNATE 1 (APR 1984)**
- 22. FAR 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (APR 1985)**
- 23. FAR 52.219-13, UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES (APR 1986)**

24. FAR 52.222-3, CONVICT LABOR (APR 1984)
25. FAR 52.222-26, EQUAL OPPORTUNITY (APR 1984)
26. FAR 52.222-27, AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 1984)
27. FAR 52.222-35, AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)
28. FAR 52.222-36, AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
29. FAR 52.223-2, CLEAN AIR AND WATER (APR 1984)
30. FAR 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (AUG 1987)
31. FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984)
32. FAR 52.224-2, PRIVACY ACT (APR 1984)
33. FAR 52.227-1, AUTHORIZATION AND CONSENT (APR 1984)
34. FAR 52.228-1, BID GUARANTEE
35. FAR 52.228-2, ADDITIONAL BOND SECURITY (APR 1984)
36. FAR 52.228-5, INSURANCE – WORK ON A GOVERNMENT INSTALLATION (APR 1984)
37. FAR 52.229-3, FEDERAL, STATE, AND LOCAL TAXES (APR 1984)
38. FAR 52.230-3, COST ACCOUNTING STANDARDS (AUG 1986)
39. FAR 52.230-4, ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1984)
40. FAR 52.232-24, PROHIBITION OF ASSIGNMENT OF CLAIMS (APR 1984)
41. FAR 52.233-2, PROTEST AFTER AWARD (JUN 1985)
42. FAR 52.236-3, SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
43. FAR 52.236-6, SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
44. FAR 52.236-7, PERMITS AND RESPONSIBILITIES (APR 1984)
45. FAR 52.236-8, OTHER CONTRACTS (APR 1984)
46. FAR 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

47. FAR 52.236-10, OPERATIONS AND STORAGE AREAS (APR 1984)
48. FAR 52.236-12, CLEANING UP (APR 1984)
49. FAR 52.236-13, ACCIDENT PREVENTION (APR 1984)
50. FAR 52.236-14, AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
51. FAR 52.237-1, SITE VISIT (APR 1984)
52. FAR 52.237-2, PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
53. FAR 52.237-3, CONTINUITY OF SERVICES (APR 1984)
54. FAR 52.243-1, CHANGES – FIXED PRICE – ALTERNATE 2 (AUG 1987)
55. FAR 52-245-8, LIABILITY FOR THE FACILITIES (APR 1984)
56. FAR 52.245-9, USE AND CHARGES (APR 1984)
57. FAR 52.245-19, GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
58. FAR 52.246-4, INSPECTION OF SERVICES – FIXED PRICE (APR 1984)
59. FAR 52.246-10, INSPECTION OF FACILITIES (APR 1984)
60. FAR 52.246-12, INSPECTION OF CONSTRUCTION (JUL 1986)
61. FAR 52.249-13, FAILURE TO PERFORM (APR 1984)
62. DFARS 52.236-7007, IDENTIFICATION OF EMPLOYEES (JAN 1965)

SECTION J
LIST OF ATTACHMENTS

1. Facilities, Equipment, and Furnishings Inventory
2. Site Plans and Drawings
3. Utility Rates/Charges/Locations
4. Required Capital Improvements
5. Desirable Capital Improvements
6. Standard Form 1411, Contract Pricing Proposal Cover Sheet
7. Standard Form 24, Bid Bond
8. Standard Form 25, Performance Bond
9. Standard Form 25A, Payment Bond
10. Population of Currently Authorized Users
11. NTC San Diego Marina Financial Statements

SECTION K
REPRESENTATIONS AND CERTIFICATIONS

Solicitation Reference Number:

Name and Address of Offeror:

DUNS Number:

Date of Offer:

The bidder makes the following representations and certifications by placing a check in the appropriate spaces or otherwise as appropriate, as part of the bid identified above. (In negotiated procurements, "bid" and "bidder" shall mean "offer" and "offeror.") A completed REPRESENTATIONS AND CERTIFICATIONS is to be returned with the bid.

K-1 SMALL BUSINESS CONCERN REPRESENTATION (APR 1984)

The offeror represents and certifies as part of its offer that it ☐ is, ☐ is not a small business concern and that ☐ all, ☐ not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern," as used in this provision, 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 size standards in this solicitation. (FAR 52.219-1)

K-2 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)

a. Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror:

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission,

percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

b. **Agreement.** The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer:

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation of contract number, and representing that the prior SF 119 applies to this offer or quotation. (FAR 52.203-4)

K-3 TYPE OF BUSINESS ORGANIZATION (APR 1984)

The offeror or quoter, by checking the applicable box, represents that it operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture. (FAR 52.215-6)

K-4 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

a. The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

c. If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. (FAR 52.203-2)

a. A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

K-3

c. If the bidder checked "is" in paragraph (b) above, it shall provide the following information:

Name and Main Office Address
of Parent Company (Include
Zip Code)

Parent Company's Employer's
Identification Number

d. If the bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification Number on the following line: _____.
(FAR 52.214-8)

K-6 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(Applies when the amount of the contract is in excess of \$10,000.)

a. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

b. By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

c. The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause,

(2) Retain the certifications in the files, and

- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001. (FAR 52.222-21)

K-7 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The offeror certifies that:

- a. Any facility to be used in the performance of this proposed contract ☐ is, ☐ is not listed on the Environmental Protection Agency List of Violating Facilities;
- b. The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- c. The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract. (FAR 52.223-1)

K-8 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (APR 1984)

a. Representation. The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern.

b. Definitions.

(1) "Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

(2) "Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Cambodia, or Taiwan.

(3) "Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

(4) "Small business concern," as used in this provision, 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 and size standards in 13 CFR 121.

(5) "Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

c. Qualified Groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1. (FAR 52.219-2)

K-9 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)

a. Representation. The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

b. Definitions.

(1) "Small business concern," as used in this provision, 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 and size standards in 13 CFR 121.

(2) "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business. (FAR 52.219-3)

K-10 DATA UNIVERSAL NUMBERING SYSTEM NUMBER REPORTING (APR 1984)

In the block with its name and address, the offeror should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. The DUNS Number should be preceded by "DUNS:". If the offeror does not have a DUNS Number, it may obtain one from any Dun and Bradstreet branch office. No offeror should delay the submission of its offer pending receipt of its DUNS Number. (DFARS 52.204-7004)

K-11 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that:

- a. It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- b. It ☐ has, ☐ has not filed all required compliance reports; and
- c. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (FAR 52.222-22)

K-12 HANDICAPPED ORGANIZATIONS (SEP 1981)

The offeror certifies that it ☐ is, ☐ is not an organization eligible for assistance under section 7(h) of the Small Business Act (15 USC 636). An offeror certifying in the affirmative is eligible to participate in any resultant contracts hereunder or any part thereof as if he were a small business concern as elsewhere defined in the solicitation. An organization to be eligible under section 7(h) of the Small Business Act must be one (i) organized under the laws of the United States or any state; (ii) operated in the interest of handicapped individuals; (iii) the net income of which does not inure in whole or part to the benefit of any shareholder or other individual; (iv) that complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor; (v) that, during the fiscal year in which it bids upon a set-aside, employs handicapped individuals for not less than 75 percent of the manhours required for the production or provision of commodities or services; and (vi) that can qualify under the additional criteria prescribed in Section 118.11, SBA Rules and Regulations, 13 CFR 118.11. For purposes of this clause, the term "handicapped individual" means a person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable. (DAR 7-2003.91)

K-13 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations [list names, title, and telephone numbers of the authorized negotiators.] (FAR 52.215-11)

NOTE: Bids must set forth full, accurate, and complete information as required by this invitation for bids (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

A completed REPRESENTATIONS AND CERTIFICATIONS is to be returned with the bid.

drawing of any expansions or additions to existing facilities. Also, describe the improvement, how it will be operated, and how it will fit into current marina operations.

L-4 Operations and Maintenance Plan (Part 2)

This part is limited to twenty (20) pages and shall include the following:

a. A facility maintenance and repair management plan for the marina complex. Describe plans to sustain the quality and conditions of facilities and maintain the appearance of the facilities and grounds. Include procedures for preventative maintenance (including a schedule of routine inspections and servicing of equipment) and grounds maintenance. Describe procedures and response times for emergency repairs (life and safety) and routine repairs, and the anticipated average repair time for each of these categories. Include anticipated equipment replacement schedules. **NOTE THAT THE MAINTENANCE PLAN WILL BE INCORPORATED INTO THE CONTRACT.**

b. Maintenance Quality Control Program. Describe procedures to maintain performance standards. Indicate how performance standards will be established to comply with the contract and with levels of quality implicit in the offeror's proposal.

c. Marina Operations Plan. Describe the policies and procedures under which the marina will be operated. Include "house rules" for the marina, equipment rentals, and chandlery policies. Also include operating hours and staffing levels.

d. Operations Quality Control Program. Describe procedures to maintain performance standards. Indicate how performance standards will be established to comply with the contract and with levels of quality implicit in the offeror's proposal.

L-5 Experience and History (Part 3)

This part is limited to fifteen (15) pages. Provide the following in detail:

a. Information to evaluate your overall experience with respect to: the administration and operation of a marina complex, management of the physical plant and facilities, staffing trained personnel, the ability to interface and coordinate with patrons and the installation, and the financial capability to operate and maintain the facilities. The offeror must be able to demonstrate that planned staffing, personnel policies, corporate management support, and management procedures will be maintained throughout the term of the contract.

b. References. List all marinas and recreational facilities owned, leased, or operated within the last 5 years. Provide dates and years of involvement with these activities. For those activities operated but not owned, provide the name and address of the owning organization, the contract number, and a reference contact and telephone number.

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

L-1 Solicitation, Offer and Award

Proposals in the format described in this section will be due at the time and place set forth in Standard Form 33, Solicitation, Offer and Award. It is anticipated that award will be made within 180 calendar days, but not later than _____.

NOTE: THE GOVERNMENT MAY AWARD A CONTRACT AT ANY POINT AFTER RECEIPT OF THE INITIAL PROPOSALS WITHOUT DISCUSSIONS. THEREFORE, EACH PROPOSAL SHOULD CONTAIN THE OFFEROR'S BEST TERMS FROM ALL STANDPOINTS.

L-2 Submission of Proposals

Seven copies of the proposal are required. The size of some portions of the proposal is restricted as follows: Capital Improvements – fifteen (15) pages; Operations and Maintenance Plan – twenty (20) pages; Offeror's Marina Experience – fifteen (15) pages; and Concession Fee Payment to NAFI – five (5) pages. Pages will be a standard 8½×11 inches and type size will be no smaller than one tenth of an inch in twelve pitch. Proposals are to be typed double-spaced. Proposals should be submitted in four separate and detachable parts as indicated in the following paragraphs to enable independent review of each part. PROPOSALS CONTAINING MORE THAN THE ALLOWABLE NUMBER OF PAGES IN THE ABOVE-LISTED SECTIONS WILL BE RETURNED AS NONRESPONSIVE.

L-3 Capital Improvements (Part I)

This part shall be limited to fifteen (15) pages, excluding plans, drawings, and illustrations. The part shall be divided into two sections.

a. The first section shall address the mandatory capital improvements listed in Attachment 4. Indicate the minimum amount of money to be spent on each improvement, the scope of the improvement, and the construction timetables to meet the 2-year completion requirement. Include a short description of your concept to meet each requirement and a scaled concept drawing of any expansions or additions to existing facilities.

b. The second section shall address additional capital improvements to existing facilities and ancillary facilities guaranteed by the successful proposer. Indicate the scope and the minimum amount of money to be spent on each improvement and the proposed construction timetables. Include a scaled concept

c. Resumes of all general partners, owners, corporate officers, members of the development team, and management agent.

d. Description of the organization, operational controls, and technical skills, or the ability to obtain them, necessary to perform the requirements of this RFP.

e. Financial statement indicating financial resources to perform the requirements of this RFP; include conditional commitment of lender funds. Identify any loans upon which the firm or principals have defaulted and any construction/development contract project defaults involving the firm or principals of the firm.

f. Name, address, and telephone number of three individuals, including financial, industry, trade, and credit references, whom we may contact regarding the offeror's past experience.

g. Any other information describing the officer's ability to fulfill the requirements of this RFP.

h. The above information must also be supplied for any partners or owners in partnerships, corporations, or other entities formed subsequent to the submission of the proposal or award of the contract.

L-6 Concession Fee Payment to NAFI (Part 4)

This part is limited to five (5) pages. It shall consist of the following:

- a. Standard Form 33, Solicitation, Offer, and Award (Section A).
- b. Standard Form 1411, Contract Pricing Proposal Cover Sheet (Attachment 9).
- c. Offeror's Breakdown of Price (Section B).
- d. Representations and Certifications (Section K).
- e. Standard Form 24, Bid Bond (Attachment 10).

L-7 Instructions to Offerors

1. SOLICITATION DEFINITIONS

"Offer" means "proposal" in negotiation.

"Solicitation" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.

2. UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost-consciousness. Elaborate art work, expensive paper and bindings, and expensive visual or other presentation aids are neither necessary nor wanted.

3. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS

Offerors shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment, (b) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, or (c) by letter or telegram. The NAFI must receive the acknowledgment by the time specified for receipt of offers.

4. SUBMISSION OF OFFERS

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice, if that notice is received by the time specified for receipt of offers.

(c) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the NAFI and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

5. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it –

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th),

(2) Was sent by mail (or telegram if authorized) and it is determined by the NAFI that the late receipt was due solely to mishandling by the NAFI after receipt at the Government installation, or

(3) Is the only proposal received.

(b) Any modification of a proposal or quotation, except a modification resulting from the Contracting Offeror's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1) and (2) above.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the NAFI after receipt at the Government installation.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) Notwithstanding paragraph (a) above, a late modification of an otherwise successful proposal that makes its terms more favorable to the NAFI will be considered at any time it is received and may be accepted.

(g) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

6. RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the NAFI except for evaluation purposes, shall –

(a) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the NAFI and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of – or in connection with – the submission of this data, the NAFI

shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the NAFT's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

7. PREPARATION OF OFFERS (APR 1984)

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

8. EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the

solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

9. FAILURE TO SUBMIT OFFER

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

10. CONTRACT AWARD

(a) The NAFI will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the NAFI, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The NAFI may (i) reject any or all offers, (ii) accept other than the lowest offer, and (iii) waive informalities and minor irregularities in offers received.

(c) The NAFI may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) The NAFI may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations.

"Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The NAFI reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer."

(e) A written award or acceptance of 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 NAFI may accept an offer (or part of an offer, as provided in Paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counter offer by the NAFI.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

11. TYPE OF CONTRACT

The Government contemplates award of a concession contract resulting from this solicitation.

12. SITE VISIT

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

13. PRIVATE OPENING OF PROPOSALS

Proposals will be privately opened at the time set for opening in the RFP. Their contents will not be made public.

14. OFFERS - ACCEPTANCE PERIOD

Offers offering less than the period of days specified for acceptance by the NAFI from the date set for opening of offers will be considered nonresponsive and will be rejected.

15. MODIFICATIONS PRIOR TO DATE SET FOR OPENING OFFERS

The right is reserved, as the interest of the NAFI may require, to revise or amend the specifications or drawings or both prior to the date set for opening offers. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposals. If the revisions and amendments are of a nature which requires material changes in quantities or prices to be bid or both, the date set for opening offers may be postponed by such number of days as in the opinion of the issuing officer will enable offerors to revise their offers. In such cases, the amendment will include an announcement of the new date set for opening offers.

16. BID GUARANTEE

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The offeror (bidder) shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashiers check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of

contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) If the successful bidder, upon acceptance of its bid by the NAFI within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may terminate the contract for default.

(d) Unless otherwise specified in the bid, the bidder will (1) allow 60 days for acceptance of its bid and (2) give bond within 10 days after receipt of the forms by the bidder.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

SECTION M

EVALUATION FACTORS FOR AWARD

M-1 Process

The NAFI will select a proposal and award a contract under this RFP by using Source Selection Procedures (SSP) described in FAR 15.6. The SSP is a negotiated acquisition process that allows the NAFI to evaluate offers on factors other than price alone, and to select the proposal that provides the "greatest value to the NAFI."

NOTE: THE "GREATEST VALUE TO THE NAFI" UNDER THIS RFP WILL BE DETERMINED BY EVALUATING THE TECHNICAL QUALITY AND PROPOSED CONTRACT PAYMENTS OF EACH OFFER.

A Source Selection Board will review and evaluate all proposals submitted in response to this RFP, according to the procedures explained in the paragraphs below. A member of the Board has been appointed as the NAFI Contracting Officer for this acquisition. After the Source Selection Board has completed its review of the proposals, as described below, the Contracting Officer will forward the Board's recommendation for award to the Source Selection Authority, who will make the final decision on awarding this contract.

NOTE: The NAFI will request on-site visitation of facilities similar to those requested in the RFP that have been designed, constructed, operated, and maintained by the offeror.

M-2 Source Selection Board

Under the Source Selection Process, proposals are evaluated by the Board using a predetermined Source Selection Plan.

M-3 Source Selection Plan

Those proposals that are "responsive" – that is, conform to the format and requirements of this RFP – will be evaluated using a predetermined rating plan. This plan consists of the following four major rating elements, all of which carry equal weight in the evaluation:

- Capital Improvements – Design/Construction
- Operation and Maintenance Plan
- Experience and History

- **Concession Fee Payments to NAFI.**

A narrative description of the Source Selection Plan elements is outlined in Section L. Offerors should carefully review this section to fully understand the criteria upon which their proposals will be rated.

NOTE: Offerors must also understand that their treatment of each rating element will significantly affect the acceptability of their proposals to the NAFI. Offerors should not assume that they can enhance the acceptability of their proposals by offsetting weak technical proposals with favorable NAFI payments. Both factors are of importance, and the Source Selection Board has considerable discretion in determining which proposal represents the "greatest value to the NAFI."

Section L of this RFP specifies the information to be submitted with each offer. This information will be used by the Source Selection Board in evaluating the technical elements of each proposal. Since this is a negotiated acquisition, offerors should anticipate discussions with members of the Source Selection Board and their consultants regarding individual elements of their proposals. These discussions may result in the Source Selection Board requiring the offeror to furnish additional evidence of financial condition, ability to assume and perform the obligations and responsibilities imposed by the terms and conditions of the agreement, and the proposal submitted. These discussions may also include requests for additional information or suggested changes to proposals to conform with NAFI objectives.

NOTE: IT IS THE RESPONSIBILITY OF EACH OFFEROR TO INSURE THAT ITS INITIAL PROPOSAL INCLUDES ALL OF THE INFORMATION SPECIFIED IN THE RFP. THE OFFEROR SHALL PROVIDE ANY SUBSEQUENT INFORMATION REQUESTED BY THE NAFI IN A TIMELY MANNER BY THE DATE AND TIME SPECIFIED BY THE CONTRACTING OFFICER OR HIS DESIGNATED REPRESENTATIVE.

M-4 Contract Award

a. After evaluating proposals, the NAFI will call for best and final offers. Such best and final offers will be treated as firm proposals in place of the proposals originally submitted. On the day the Contracting Officer requests best and final offers, he will quote the previous day's yield of the most recent 10-year U.S. Treasury Bond. The yield quoted will be the previous day's closing yield for the most recent 10-year U.S. Treasury Bond, as reported in the Wall Street Journal dated the day best and final offers are requested. The Contracting Officer must award the Contract Agreement within 45 days of the date best and final offers are due or the successful proposer is not bound by the terms of his best and final offer.

b. Additionally, the successful proposer is not bound by the terms of his best and final offer if, on the day of award, the previous day's closing yield of the most recent 10-year U.S. Treasury Bond, as reported in the Wall Street Journal dated the day of the award, is more than one half of one percent (50 basis points) higher than the yield quoted by the Contracting Officer on the day best and final offers were

requested. The successful proposer may, at his option, agree to accept an award made after the 45 days described in paragraph M-4.a above, or when the yield described above has increased more than one half of one percent; however, he must notify the Contracting Officer of his acceptance within 5 days of the date of award in writing, and bonds and other documents are required to be submitted as scheduled in this RFP.

ATTACHMENTS

ATTACHMENT 1

FACILITIES, EQUIPMENT, AND FURNISHINGS INVENTORY

23-15-88

ABBREVIATED ASSET LISTING
EXPENSE ACCOUNT: 762-65

Encl 5

PAGE NO: 65

NAFI NR (TYPE AND INSTALLATION): 10194 MWR FUND

ASSET SER	ASSET NAME	LOCA- TION	PURCHASE DATE	PURCHASE PRICE	TOTAL # PRD LIFE TAKEN	TOTAL DEPRECIATION	YEAR TO DATE DEPRECIATION	CURRENT VALUE	MONTH DEPR.
M0022	DUMSELL RACK	N2-71	04-15-85	50.00	12 12	50.00	.00	.00	.00
M0033	CONCRETE PATIO SET	05-49	07-15-77	146.00	12 12	146.00	.00	.00	.00
M0034	CONCRETE PATIO SET	05-49	07-15-77	146.00	12 12	146.00	.00	.00	.00
M0035	STORAGE SHED	Y5-49	08-15-81	157.00	12 12	157.00	.00	.00	.00
M0036	SAILBOAT TRAILER	Y5-49	04-15-74	146.00	12 12	146.00	.00	.00	.00
M0037	DREIL GRINDING TOOL	04-64	04-15-85	65.00	12 12	65.00	.00	.00	.00
M0037	POLISHER/SANDER	04-64	04-15-85	60.00	12 12	60.00	.00	.00	.00
M0040	SKIL TABLE SAW	04-64	04-15-85	149.00	12 12	149.00	.00	.00	.00
M0041	DRILL PRESS	04-64	04-15-85	79.00	12 12	79.00	.00	.00	.00
M0042	BAND SAW	04-64	04-15-85	250.00	12 12	250.00	.00	.00	.00
M0043	BELT SANDER	04-64	04-15-85	60.00	12 12	60.00	.00	.00	.00
M0043	VIPE SANDER	04-64	04-15-85	70.00	12 12	70.00	.00	.00	.00
M0045	SAW, AUTO SCROLLER	04-64	04-15-85	60.00	12 12	60.00	.00	.00	.00
M0046	HAND GRINDER	04-64	04-15-85	75.00	12 12	75.00	.00	.00	.00
M0055	SANDER POLISHER	Y5-49	04-15-79	123.00	12 12	123.00	.00	.00	.00
M0017	TRAILER, SAILBOAT	Y5-49	07-15-79	150.00	12 12	150.00	.00	.00	.00
M0018	SLIDE PROJECTOR	05-49	01-15-79	142.00	12 12	142.00	.00	.00	.00
M0019	FILM INTRODUCTION	05-49	05-15-81	250.00	12 12	250.00	.00	.00	.00
M0020	FILM-FIRST SKILLS	05-49	05-15-81	250.00	12 12	250.00	.00	.00	.00
M0021	FILM-TECHNIQUES	05-49	05-15-81	250.00	12 12	250.00	.00	.00	.00
M0022	STORAGE SHED	Y5-49	09-15-81	157.00	12 12	157.00	.00	.00	.00
M7701	VHF RADIO INTECH	05-49	10-01-85	50.00	12 12	50.00	.00	.00	.00
M0032	EMERSON VCR-070	05-49	06-15-85	289.00	12 12	289.00	.00	.00	.00
M0039	JOHNSON 4HP OUTBOARD	03-50	08-30-85	150.00	12 12	150.00	.00	.00	.00
M0041	HEAT GUN	04-64	08-15-85	53.99	12 12	53.99	.00	.00	.00

NOTE: AN 'N' BEFORE THE ASSET NUMBER INDICATES THAT THE ASSET IS NOT OWNED BY THE NAFI.

NAFI NR (TYPE AND INSTALLATION): 10194 MWR FUND

ASSET NUMBER	ASSET NAME	LOCA- TION	PURCHASE DATE	PURCHASE PRICE	TOTAL # LIFE	FED TAKEN	TOTAL DEPRECIATION	YEAR TO DATE DEPRECIATION	CURRENT VALUE	MONTH DEFR.
ME361	FOR FIVET TOOL	Y5-49	07-30-80	100.00	12	12	100.00	.00	.00	.00
ME362	NICO PRESS TOOL	Y5-49	07-30-80	150.00	12	12	150.00	.00	.00	.00
ME363	POWER PRINTER	E5-49	11-04-85	161.10	12	12	161.10	.00	.00	.00
ME466	DESK RIGHT RETURN	E5-49	02-15-87	299.00	12	12	299.00	.00	.00	.00
ME467	DESK EXEC	E5-49	01-12-87	299.00	12	12	299.00	.00	.00	.00
ME490	CHAIR SWIVEL	E5-49	01-12-87	97.29	12	12	97.29	.00	.00	.00
ME491	CHAIR SWIVEL	E5-49	01-12-87	97.29	12	12	97.29	.00	.00	.00
ME492	PANEL BROWN	E5-49	01-12-87	90.00	12	12	90.00	.00	.00	.00
ME493	PANEL BROWN	E5-49	01-12-87	90.00	12	12	90.00	.00	.00	.00
ME494	BOOK CASE OAK	E5-49	01-12-87	89.99	12	12	89.99	.00	.00	.00
ME558	TABLE, COFFEE	E5-49	02-18-87	69.99	12	12	69.99	.00	.00	.00
559	MARKER BOARD 4X3	E5-49	02-22-87	25.00	12	12	25.00	.00	.00	.00
ME560	MARKER BOARD	E5-49	02-22-87	65.00	12	12	65.00	.00	.00	.00
ME561	CHALK BOARD 3X4	E5-49	02-22-87	25.00	12	12	25.00	.00	.00	.00
ME562	TABLE COMPUTER	E5-49	02-18-87	249.99	12	12	249.99	.00	.00	.00
ME563	MESSAGE BOARD,MOVING	E5-49	02-18-87	99.99	12	12	99.99	.00	.00	.00
ME564	CHAIR, COMPUTER	E5-49	02-18-87	49.99	12	12	49.99	.00	.00	.00
ME565	BOOKCASE, 72"	E5-49	02-24-87	95.00	12	12	95.00	.00	.00	.00
ME566	BOOKCASE, 72"	E5-49	02-22-87	95.00	12	12	95.00	.00	.00	.00
ME567	BOOKCASE, 72"	E5-49	02-22-87	95.00	12	12	95.00	.00	.00	.00
ME568	PRINTER STAND	E5-49	02-08-87	74.99	12	12	74.99	.00	.00	.00
ME925	WILSON CART W/CAB	E5-49	04-01-87	202.50	12	12	202.50	.00	.00	.00
n56-3474	SHED FOUNDATION	Y5-49	02-15-83	1,493.70	120	53	659.85	62.25	833.95	12.45
n56-3484	ALPHA ONE SAILBOAT	Y5-49	02-15-85	1,200.00	120	29	290.00	50.00	910.00	10.00
5-3485	TORNADO CATAMARAN	Y5-49	02-15-85	4,300.00	120	29	1,039.07	179.15	3,260.93	35.83

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03-15-89

ABBREVIATED ASSET LISTING
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NAFI NR (TYPE AND INSTALLATION): 10194 MMR FUND

ASSET NUMBER	ASSET NAME	LOCA- TION	PURCHASE DATE	PURCHASE PRICE	TOTAL # PRD LIFE TAKEN	TOTAL DEPRECIATION	YEAR TO DATE DEPRECIATION	CURRENT VALUE	MONTH DEPR.
n56-3486	TRAILER, WALLSTRON	Y5-49	02-15-85	1,200.00	120 29	290.00	50.00	910.00	10.00
n56-3487	SAILBOAT, TEMFEST	D5-48	02-15-85	3,020.00	120 29	725.00	125.00	2,275.00	25.00
n56-3488	TRAILER, BIACHI	Y5-49	02-15-85	1,060.00	120 29	241.57	41.65	758.43	8.33
n56-3489	SAILBOAT, CAL 20	D5-48	02-15-85	3,400.00	120 29	821.57	141.65	2,578.43	28.33
n56-3499	SANTANA 22 SAILBOAT	D5-48	10-01-85	3,550.00	120 17	502.86	147.90	3,047.14	29.59
n56-3571	CATALINA 22	D5-48	09-15-79	6,349.79	120 101	5,343.91	264.55	1,005.68	52.91
n56-3592	CATALINA 22	D5-48	09-15-79	6,349.00	120 101	5,344.92	264.60	1,004.88	52.92
n56-3698	LASER 30	D5-49	09-15-81	1,336.16	120 77	857.01	55.65	479.15	11.13
n56-3699	LASER 36	D5-48	09-15-81	1,336.16	120 77	857.01	55.65	479.15	11.13
n56-3730	LASER 39	D5-48	09-15-81	1,336.16	120 77	857.01	55.65	479.15	11.13
n56-3731	LASER 38	D5-49	09-15-81	1,336.16	120 77	857.01	55.65	479.15	11.13
n 732	LASER 31	D5-48	09-15-81	1,336.16	120 77	857.01	55.65	479.15	11.13
n56-3733	LASER 35	D5-48	09-15-81	1,336.16	120 77	857.01	55.65	479.15	11.13
n56-3734	LASER 34	D5-48	09-15-81	1,336.16	120 77	857.01	55.65	479.15	11.13
n56-3735	LASER 34	D5-48	09-15-81	1,336.16	120 77	857.01	55.65	479.15	11.13
n56-3736	LASER 32	D5-48	09-15-81	1,336.16	120 77	857.01	55.65	479.15	11.13
n56-3737	LASER 37	D5-48	09-15-81	1,336.17	120 77	857.01	55.65	479.16	11.13
n56-3744	CATALINA 22	D5-48	10-15-81	7,229.23	120 65	3,915.60	301.20	3,313.63	60.24
n56-3748	SAILBOAT, TEMFEST	D5-48	05-15-80	11,500.00	120 89	8,528.87	479.15	2,971.13	95.83
n56-3754	SAILBOAT, FINN	D5-49	07-15-79	1,350.00	120 101	1,136.25	56.25	213.75	11.25
n56-3777	SAILBOAT, OMEGA 14	D5-48	10-15-81	1,516.00	120 65	820.95	63.15	695.05	12.63
n56-3778	SAILBOAT, OMEGA 14	D5-48	10-15-81	1,516.00	120 65	820.95	63.15	695.05	12.63
n56-3780	SAILBOAT, OMEGA 14	D5-48	10-15-81	1,516.00	120 65	820.95	63.15	695.05	12.63
n56-3784	SAILBOAT, CAL 20	D5-48	09-15-82	5,000.00	120 65	2,708.55	208.35	2,291.45	41.67
n 311	SAILBOAT, LASER 16	D5-48	07-15-84	1,350.00	120 41	461.25	56.25	888.75	11.25

NOTE: AN 'n' BEFORE THE ASSET NUMBER INDICATES THAT THE ASSET IS NOT OWNED BY THE NAFI.

NAFI NR (TYPE AND INSTALLATION): 18194 MWR FUND

ASSET #	ASSET NAME	LOCA- TION	PURCHASE DATE	PURCHASE PRICE	TOTAL # LIFE	PRD TAKEN	TOTAL DEPRECIATION	YEAR TO DATE DEPRECIATION	CURRENT VALUE	MONTH DEPR.
n56-3812	SAILBOAT, LASER 17	D5-48	09-15-84	1,350.00	120	41	461.25	56.25	888.75	11.25
n56-3813	SAILBOAT, LASER 12	D5-48	09-15-84	1,350.00	120	41	461.25	56.25	888.75	11.25
n56-3814	SAILBOAT, LASER 14	D5-48	09-15-84	1,350.00	120	41	461.25	56.25	888.75	11.25
n56-3815	SAILBOAT, LASER 13	D5-48	09-15-84	1,350.00	120	41	461.25	56.25	888.75	11.25
n56-3829	CATALINA 22	D5-48	09-30-74	4,500.00	120	120	4,500.00	.00	.00	.00
n56-3830	SAILBOAT, 25'	D5-48	09-30-74	3,600.00	120	120	3,600.00	.00	.00	.00
n56-3832	BOAT TRAILER	Y5-49	09-15-74	1,000.00	120	120	1,000.00	.00	.00	.00
n56-3833	TRAILER, BOAT	Y4-64	09-30-74	1,000.00	120	120	1,000.00	.00	.00	.00
n56-3841	GERARD STARBOAT 65	Y5-49	12-19-85	15,000.00	120	17	2,125.00	625.00	12,875.00	125.00
n56-3842	GERARD CARRIER	Y5-49	12-19-85	1,000.00	120	17	141.61	41.65	858.39	2.33
n56-3843	NOMAD 14' SAILBOAT	D5-48	01-31-86	1,675.00	120	17	237.32	69.80	1,437.68	13.96
3844	NOMAD 14' SAILBOAT	D5-48	01-31-86	1,675.00	120	17	237.32	69.80	1,437.68	13.96
n56-3845	NOMAD 14' SAILBOAT	D5-48	01-31-86	1,675.00	120	17	237.32	69.80	1,437.68	13.96
n56-3846	NOMAD 14' SAILBOAT	D5-48	01-31-86	1,675.00	120	17	237.32	69.80	1,437.68	13.96
n56-3847	NOMAD 14' SAILBOAT	D5-48	01-31-86	1,675.00	120	17	237.32	69.80	1,437.68	13.96
n56-3848	NOMAD 14' SAILBOAT	D5-48	01-31-86	1,675.00	120	17	237.32	69.80	1,437.68	13.96
n56-3849	NOMAD 14' SAILBOAT	D5-48	01-31-86	1,675.00	120	17	237.32	69.80	1,437.68	13.96
n56-3850	NOMAD 14' SAILBOAT	D5-48	01-31-86	1,675.00	120	17	237.32	69.80	1,437.68	13.96
n56-3851	NOMAD 14' SAILBOAT	D5-48	01-31-86	1,675.00	120	17	237.32	69.80	1,437.68	13.96
n56-3852	NOMAD 14' SAILBOAT	D5-48	01-31-86	1,675.00	120	17	237.32	69.80	1,437.68	13.96
n56-3854	LASER, 18	D5-48	04-24-86	1,500.00	120	17	212.50	62.50	1,287.50	12.50
n56-3855	LASER, 19	D5-48	04-24-86	1,500.00	120	17	212.50	62.50	1,287.50	12.50
n56-3856	LASER 15	D5-48	04-24-86	1,500.00	120	17	212.50	62.50	1,287.50	12.50
n56-3857	LASER 11	D5-48	04-24-86	1,500.00	120	17	212.50	62.50	1,287.50	12.50
3859	LASER 10	D5-48	04-24-86	1,500.00	120	17	212.50	62.50	1,287.50	12.50

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ABBREVIATED ASSET LISTING
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NAFI NR (TYPE AND INSTALLATION): 18194 MWR FUND

ASSET NUMBER	ASSET NAME	LOCA- TION	PURCHASE DATE	PURCHASE PRICE	TOTAL # LIFE	PRD TAKEN	TOTAL DEPRECIATION	YEAR TO DATE DEPRECIATION	CURRENT VALUE	MONTH DEPR.
n7455	CASH REGISTER, JAY	85-49	06-15-78	1,165.50	120	113	1,097.23	48.55	68.27	9.71
n8217	OUTBOARD MOTOR 50HP	05-48	03-15-83	1,864.00	120	53	823.09	77.65	1,040.91	15.53
n8358	OUTBOARD MOTOR 30HP	05-48	07-15-84	1,437.90	120	41	491.18	59.90	946.72	11.98
n8377	OUTBOARD MOTOR 25HP	05-48	10-15-84	1,197.58	120	29	289.42	49.90	908.16	9.98
n8129	COPIER, RICOH	86-59	01-15-85	1,762.00	120	29	425.72	73.40	1,336.28	14.68
n8721	DIESEL ENGINE 20 HP	05-48	04-17-87	3,890.00	60	5	324.15	324.15	3,565.85	64.93
n8763	CATALINA SAILBOAT	05-49	08-11-87	6,453.00	120	5	268.90	268.90	6,184.10	53.78
n8764	CATALINA SAILBOAT	05-49	08-11-87	6,453.00	120	5	268.90	268.90	6,184.10	53.78
p55-3478	CORONADO 15	Y5-49	02-15-72	920.00	120	120	920.00	.00	.00	.00
p55-3497	SABOT BLUE & WHITE	84-64	07-12-85	900.00	120	29	217.50	37.50	682.50	7.50
p55-3498	SABOT, SIDNEY	05-48	05-14-85	900.00	120	29	217.50	37.50	682.50	7.50
-3750	SAILBOAT, OMEGA 27	05-48	03-15-80	400.00	120	89	296.37	16.65	103.63	3.33
p55-3835	BOSTON WHALER	01-79	04-15-71	840.00	120	120	840.00	.00	.00	.00
p56-3836	BOSTON WHALER	05-48	11-15-67	630.50	120	120	630.50	.00	.00	.00
p56-3839	BOAT TRAILER	Y5-49	05-15-80	500.00	120	89	371.13	20.85	128.87	4.17
p56-3840	SAILBOARD TRAILER	Y5-49	12-02-77	850.00	120	113	800.04	35.40	49.96	7.09
p56-3859	NAPLES SABOT	05-48	05-08-86	734.62	120	17	104.04	30.60	630.58	6.12
p56-3860	NAPLES SABOT	05-48	05-08-86	734.62	120	17	104.04	30.60	630.58	6.12
p56-3861	NAPLES SABOT	05-48	05-08-86	734.62	120	17	104.04	30.60	630.58	6.12
p56-3862	NAPLES SABOT	05-48	05-08-86	734.62	120	17	104.04	30.60	630.58	6.12
p56-3863	NAPLES SABOT	05-48	05-08-86	734.62	120	17	104.04	30.60	630.58	6.12
p56-3864	NAPLES SABOT	05-48	05-08-86	734.62	120	17	104.04	30.60	630.58	6.12
p56-3865	NAPLES SABOT	05-48	05-08-86	734.62	120	17	104.04	30.60	630.58	6.12
p56-3866	NAPLES SABOT	05-48	05-08-86	734.62	120	17	104.04	30.60	630.58	6.12
6-3968	NAPLES SABOT	05-48	05-08-86	734.62	120	17	104.04	30.60	630.58	6.12

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NAFI NR (TYPE AND INSTALLATION): 10194 MWR FUND

ASSET NUMBER	ASSET NAME	LOCA- TION	PURCHASE DATE	PURCHASE PRICE	TOTAL # PRD LIFE TAKEN	TOTAL DEPRECIATION	YEAR TO DATE DEPRECIATION	CURRENT VALUE	MONTH DEPR.
p56-3969	NAPLES SABOT	D5-48	05-08-86	734.62	120 17	184.84	30.60	630.58	6.12
p56-3970	NAPLES SABOT	D5-48	05-08-86	734.62	120 17	184.84	30.60	630.58	6.12
p56-3971	NAPLES SABOT	D5-48	05-08-86	734.62	120 17	184.84	30.60	630.58	6.12
p56-3972	NAPLES SABOT	D5-48	05-08-86	734.62	120 17	184.84	30.60	630.58	6.12
p56-3973	NAPLES SABOT	D5-48	05-08-86	734.62	120 17	184.84	30.60	630.58	6.12
p56-3974	NAPLES SABOT	D5-48	05-08-86	734.62	120 17	184.84	30.60	630.58	6.12
p7691	VHF RADIO	B5-49	07-15-79	546.66	120 101	460.56	22.90	86.10	4.56
p7693	OUTBOARD MOTOR	B1-79	08-15-79	417.38	120 101	351.48	17.40	65.90	3.48
p7932	CURTIS HAWK	Y5-49	05-15-81	640.00	120 77	410.41	26.65	229.59	5.33
p7933	CURTIS HAWK ZTQ	Y5-49	05-15-81	640.00	120 77	410.41	26.65	229.59	5.33
p7939	PROJECTOR	B5-49	10-15-81	769.25	120 65	416.00	32.00	352.25	6.40
p7937	OUTBOARD MOTOR	B1-79	08-15-79	417.38	120 101	351.48	17.40	65.90	3.48
p7937	SAILBOARD SIMULATOR	B5-49	07-15-82	600.00	120 65	325.00	25.00	275.00	5.00
p8039	ANATOMICAL AIRIE	B5-49	06-15-84	338.00	120 41	115.62	14.10	222.38	2.82
p8041	ANATOMICAL AIRIE	B5-49	06-15-84	339.00	120 41	115.62	14.10	222.38	2.82
p8047	SAILBOARD WAYLER	D5-48	06-15-84	600.00	120 41	205.00	25.00	395.00	5.00
p8048	SAILBOARD WAYLER	D5-48	06-15-84	600.00	120 41	205.00	25.00	395.00	5.00
p8050	SAILBOARD WAYLER	D5-48	06-15-84	600.00	120 41	205.00	25.00	395.00	5.00
p8051	SAILBOARD WAYLER	D5-48	06-15-84	600.00	120 41	205.00	25.00	395.00	5.00
p8052	SAILBOARD WAYLER	D5-48	06-15-84	600.00	120 41	205.00	25.00	395.00	5.00
p8053	SAILBOARD, WAYLER	D5-48	06-15-84	600.00	120 41	205.00	25.00	395.00	5.00
p8054	SAILBOARD, WAYLER	D5-48	06-15-84	600.00	120 41	205.00	25.00	395.00	5.00
p8058	OUTBOARD MOTOR 6HP	B1-79	07-30-74	400.00	120 120	400.00	.00	.00	.00
p8121	STORAGE CABINET	B5-49	01-15-85	361.43	120 29	87.29	15.05	274.14	3.01
p8121	TYPEWRITER, 12M	B5-49	01-15-85	597.72	120 29	144.42	24.90	453.30	4.93

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ABBREVIATED ASSET LISTING
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NAFI RR (TYPE AND INSTALLATION): 10194 MWR FUND

ASSET YEAR	ASSET NAME	LOCA- TION	PURCHASE DATE	PURCHASE PRICE	TOTAL # PRD LIFE TAKEN	TOTAL DEPRECIATION	YEAR TO DATE DEPRECIATION	CURRENT VALUE	MONTH DEPR.
F8140	OUTBOARD MOTOR 7.5HP	B1-79	02-15-83	648.73	120 53	286.73	27.05	362.00	5.41
F8141	OUTBOARD MOTOR, 6HP	B1-79	10-15-84	656.84	120 29	150.63	27.35	498.21	5.47
F8142	SAILBOARD, WAYLER	D5-48	10-15-82	700.00	120 53	300.99	29.15	391.01	5.83
F8143	SAILBOARD, WAYLER	D5-48	06-15-84	600.00	120 41	205.00	25.00	395.00	5.00
F8229	TOSHIBA 20" TV	B5-48	06-28-85	499.99	120 09	120.93	20.85	379.06	4.17
F8239	JOHNSON 8 OUTBOARD	D5-48	12-16-85	778.00	120 17	110.16	32.40	667.84	6.48
F8240	JOHNSON 8 OUTBOARD	D5-48	12-16-85	778.00	120 17	110.16	32.40	667.84	6.48
F8241	JOHNSON 8 OUTBOARD	D5-48	12-16-85	778.00	120 17	110.16	32.40	667.84	6.48
F8242	JOHNSON 8 OUTBOARD	D5-48	12-16-85	778.00	120 17	110.16	32.40	667.84	6.48
F8243	JOHNSON 8 OUTBOARD	D5-48	12-16-85	778.00	120 17	110.16	32.40	667.84	6.48
F8571	SAILBOARD	Y5-49	11-18-86	499.00	60 5	41.60	41.60	457.40	8.32
2	SAILBOARD	Y5-49	11-18-86	499.00	60 5	41.60	41.60	457.40	8.32
F8576	17" FLOOR MACHINE	B5-49	02-24-87	677.00	60 5	56.40	56.40	620.60	11.28

NOTE: AN '*' BEFORE THE ASSET NUMBER INDICATES THAT THE ASSET IS NOT OWNED BY THE NAFI.

NAFI NR (TYPE AND INSTALLATION): 10194 PWR FUND

ET NUMBER	ASSET NAME	LOCA- TION	PURCHASE DATE	PURCHASE PRICE	TOTAL # PRD LIFE TAKEN	TOTAL DEPRECIATION	YEAR TO DATE DEPRECIATION	CURRENT VALUE	MONTH DEPR.
MS103	MERIDIAN NAV SYSTEM	85-49	05-01-87	1,500.00	12 12	1,500.00	.00	.00	.00
MS1031	MAKITA DRILL	85-49	09-25-87	109.98	12 12	109.98	.00	.00	.00
MS1032	CASH REGISTER	85-49	10-22-87	988.00	12 12	988.00	.00	.00	.00
MS1040	DIGITAL DEPTH METER	85-49	11-23-87	239.40	12 12	239.40	.00	.00	.20
MS1041	VHF RADIO	85-49	11-23-87	235.62	12 12	235.62	.00	.00	.00
MS1042	OAK DESK	85-49	11-24-87	89.99	12 12	89.99	.00	.00	.00
MS1043	LASER SAILBOAT	85-49	01-06-87	500.00	12 12	500.00	.00	.00	.00
MS1044	LASER SAILBOAT	85-49	01-06-87	500.00	12 12	500.00	.00	.00	.00
MS1110	ANCHOVY BAIT SLED	81-79	01-25-89	49.95	12 12	49.95	.00	.00	.00
MS1111	ANCHOVY BAIT SLED	81-79	01-25-89	49.95	12 12	49.95	.00	.00	.20
MS1112	ANCHOVY BAIT SLED	81-89	01-25-88	49.95	12 12	49.95	.00	.00	.00
11113	4 DRAWER VERT. FILE	81-79	02-02-88	94.00	12 12	94.00	.00	.00	.20
MS1212	WETSUITS 14 PIECES	85-49	03-08-87	598.00	12 12	598.00	.00	.00	.00
MS1213	CHAIRS LOT OF 48 MOC	85-49	03-02-87	569.78	12 12	569.78	.00	.00	.20
MS1223	ADJUSTABLE TABLE	85-49	03-25-87	188.10	12 12	188.10	.00	.00	.00
MS1230	OVERHEAD PROJECTOR	85-49	05-26-87	164.00	12 12	164.00	.00	.00	.00
MS1236	LEARN TO SAIL VIDEOS	81-54	07-07-87	150.00	12 12	150.00	.00	.00	.00
MS1277	C-8 FLOOR RACK BLACK	85-49	09-27-87	424.00	12 12	424.00	.00	.00	.20
MS1289	ORGANIZER 24 COMPT	85-49	09-18-87	39.98	12 12	39.98	.00	.00	.00

NOTE: AN 'N' BEFORE THE ASSET NUMBER INDICATES THAT THE ASSET IS NOT OWNED BY THE NAFI.

N 8773	15 HP Motor	05-49	1,145.00	120	4	9-11-87	38.16	1,106.84	9.54
N 8772	15 HP Motor	05-49	1,145.	120	4	9-11-87	38.16	1,106.84	9.54
N88-0003	Boston Whaler	01-79	2,400.	120	0	11-06-87	00.	2,400.	20.00
N88-0002	Boston Whaler	01-79	2,400.	120	0	10-11-87	00	2,400.	20.00
N 8771	15 HP Motor	01-79	1,145	120	4	9-11-87	38.16	1,106.84	9.54
N 8077	Computer, Morrow	05-49							
8724	X-Turbo Computer	05-49	1,135	60	5	4-10-87	94.60	1,040.40	18.92
8728	Microsoft Mouse	05-49	120	00		4-10-87	00	00	00
P 8732	Sailboard	05-49	363.64	60	5	6-3-87	30.30	333.34	6.06
P 8733	Sailboard	05-49	363.64	60	5	6-3-87	30.30	333.34	6.06
P 8734	Sailboard	05-49	363.64	60	5	6-3-87	30.30	333.34	6.06
P 8735	Sailboard	05-49	363.64	60	5	6-3-87	30.30	333.34	6.06
P 8736	Sailboard	05-49	363.64	60	5	6-3-87	30.30	333.34	6.06
P 8737	Sailboard	05-49	363.64	60	5	6-3-87	30.30	333.34	6.06
P 8738	Sailboard	05-49	363.64	60	5	6-3-87	30.30	333.34	6.06
P 8739	Sailboard	05-49	363.64	60	5	6-3-87	30.30	333.34	6.06
P 8740	Sailboard	05-49	363.64	60	5	6-3-87	30.30	333.34	6.06
P 8741	Sailboard	05-49	363.64	60	5	6-3-87	30.30	333.34	6.06
P 8742	Sailboard	05-49	363.64	60	5	6-3-87	30.30	333.34	6.06
8755	Safe	05-49	910.95	60	5	7-13-87	75.90	835.05	15.18
N88-0012	Coronado 35 Sailboat	05-48	28,000.00	12	12		28,000.00	00	00

NAFI NR (TYPE AND INSTALLATION): 10194 MWR FUND

ASSET NUMBER	ASSET NAME	LOCA- TION	PURCHASE DATE	PURCHASE PRICE	TOTAL # PRD LIFE TAKEN	TOTAL DEPRECIATION	YEAR TO DATE DEPRECIATION	CURRENT VALUE	MONTH DEPR.
n202	BOAT DOCKS FLOAT #1	D1-79	09-15-67	2,070.00	480 245	1,055.95	21.55	1,014.05	4.31
n204	BOATDOCKS FLOAT #2	D1-79	09-15-71	1,109.00	480 197	455.07	11.55	653.93	2.31
n207	BOATDOCKS FLOAT #3	D1-79	09-15-73	661.00	480 173	238.74	6.90	422.26	1.35
n209	BOATDOCKS FLOAT #4	D1-79	09-15-73	661.00	480 173	238.74	6.90	422.26	1.35

NOTE: AN '*' BEFORE THE ASSET NUMBER INDICATES THAT THE ASSET IS NOT OWNED BY THE NAFI.

03-15-88

ABBREVIATED ASSET LISTING
EXPENSE ACCOUNT: 764-65

PAGE 110: 142

NAFI NP (TYPE AND INSTALLATION): 10194 MWR FUND

T NUMBER	ASSET NAME	LOCA- TION	PURCHASE DATE	PURCHASE PRICE	TOTAL # LIFE	PER TAKEN	TOTAL DEPRECIATION	YEAR TO DATE DEPRECIATION	CURRENT VALUE	MONTH DEPR.
ni-117	SAILING MARINA	D5-49	09-15-79	25,369.05	240	101	10,675.70	528.50	14,693.35	105.70

NOTE: AN 'N' BEFORE THE ASSET NUMBER INDICATES THAT THE ASSET IS NOT OWNED BY THE NAFI.

03-15-68

ABBREVIATED ASSET LISTING
EXPENSE ACCOUNT: 763-65

PAGE NO: 137

NAFI NR (TYPE AND INSTALLATION): 10194 MWR FUND

SET NUMBER	ASSET NAME	LOCA- TION	PURCHASE DATE	PURCHASE PRICE	TOTAL # PRD LIFE TAKEN	TOTAL DEPRECIATION	YEAR TO DATE DEPRECIATION	CURRENT VALUE	MONTH DEPR.
n212	SAILING MARINA	85-49	09-15-78	147,869.25	480 113	34,810.78	1,540.30	113,058.47	308.06

NOTE: AN '*' BEFORE THE ASSET NUMBER INDICATES THAT THE ASSET IS NOT OWNED BY THE NAFI.

ATTACHMENT 2

SITE PLANS AND DRAWINGS

SITE PLANS AND DRAWINGS

(To be Provided by NTC San Diego)

ATTACHMENT 3

UTILITY RATES/CHARGES/LOCATIONS

UTILITY RATES/CHARGES/LOCATIONS

(To be Provided by NTC San Diego)

ATTACHMENT 4

REQUIRED CAPITAL IMPROVEMENTS

REQUIRED CAPITAL IMPROVEMENTS

The following improvements are to be completed within 2 years of contract award:

- Construct a floating breakwater (approximately 1,300 linear feet)
- Construct 200 floating sailboat slips
- Construct 50 floating powerboat slips in the NTC estuary
- Construct dry storage area for 100 boats.

ATTACHMENT 5

DESIRABLE CAPITAL IMPROVEMENTS

DESIRABLE CAPITAL IMPROVEMENTS

The following capital improvements are not mandatory but merely provided as suggested improvements that can be offered.

- Expand the aquatic center building for additional classroom space.
- Construct facilities for food and beverage services
- Modernize boat repair/maintenance facilities
- Construct facilities for chandlery services.

ATTACHMENT 6

**STANDARD FORM 1411,
CONTRACT PRICING PROPOSAL COVER SHEET**

CONTRACT PRICING PROPOSAL COVER SHEET		1. SOLICITATION/CONTRACT/MODIFICATION NO.		FORM APPROVED OMB NO. 3090-0116	
NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.804-6(b))					
2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT		3B. TELEPHONE NO.	
4. TYPE OF CONTRACT ACTION (Check)					
☐ FFP ☐ CPFF ☐ CPIX ☐ CPAF ☐ FPI ☐ OTHER (Specify)		☐ A. NEW CONTRACT ☐ B. CHANGE ORDER ☐ C. PRICE REVISION/REDETERMINATION		☐ D. LETTER CONTRACT ☐ E. UNPRICED ORDER ☐ F. OTHER (Specify)	
5. TYPE OF CONTRACT (Check)		6. PROPOSED COST (A+B=C)			
☐ FFP ☐ CPFF ☐ CPIX ☐ CPAF ☐ FPI ☐ OTHER (Specify)		A. COST \$		B. PROFIT/FEE \$	
7. PLACE(S) AND PERIOD(S) OF PERFORMANCE		C. TOTAL \$			
8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)					
A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.	
9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)					
A. CONTRACT ADMINISTRATION OFFICE			B. AUDIT OFFICE		
10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify) ☐ YES ☐ NO		11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B) ☐ YES ☐ NO		11B. TYPE OF FINANCING (If one) ☐ ADVANCE PAYMENTS ☐ PROGRESS PAYMENTS ☐ GUARANTEED LOANS	
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s)) ☐ YES ☐ NO		13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain) ☐ YES ☐ NO			
14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)					
A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal) ☐ YES ☐ NO			B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate) ☐ YES ☐ NO		
C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) ☐ YES ☐ NO			D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) ☐ YES ☐ NO		
This proposal is submitted in response to the RFP contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date					
15. NAME AND TITLE (Type)			16. NAME OF FIRM		
17. SIGNATURE			18. DATE OF SUBMISSION		

ATTACHMENT 7

STANDARD FORM 24, BID BOND

BID BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED (Must be same or later than bid opening date)
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION STATE OF INCORPORATION
SURETY(IES) (Name and business address)	

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(\$)	THOUSAND(\$)	HUNDRED(\$)	CENTS		
					FOR (Construction, Supplies or Services)	

OBLIGATION

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS

The Principal has submitted the bid identified above.

THEREFORE

The above obligation is void if the Principal — (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal, or (b) in the event of failure so to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL						
Signature(s)	1.		2.		Corporate Seal	
		(Seal)		(Seal)		
Name(s) & Title(s) (Typed)	1.		2.			
INDIVIDUAL SURETIES						
Signature(s)	1.		2.			
		(Seal)		(Seal)		
Name(s) (Typed)	1.		2.			
CORPORATE SURETY(IES)						
SURETY A	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.		2.		
	Name(s) & Title(s) (Typed)	1.		2.		

CORPORATE SURETY(IES) (Continued)				
SURETY B	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY C	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY D	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY E	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY F	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	
SURETY G	Name & Address			STATE OF INC. LIABILITY LIMIT \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Title(s) (Typed)	1.	2.	

INSTRUCTIONS

1 This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.

2 Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3 The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4 (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed herein. Where more than one corporate surety is involved, their names and addresses shall appear

in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

5 Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

6 Type the name and title of each person signing this bond in the space provided.

7 In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror".

ATTACHMENT 8

STANDARD FORM 25, PERFORMANCE BOND

PERFORMANCE BOND
(See Instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ JOINT VENTURE

☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S) THOUSAND(S) HUNDRED(S) CENTS

CONTRACT DATE

CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal —

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) perform and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

Signature(s)	1.	2.	Corporate Seal
	(Seal)	(Seal)	
Name(s) & Title(s) (Typed)	1.	2.	

INDIVIDUAL SURETY(IES)

Signature(s)	1.	2.
	(Seal)	(Seal)
Name(s) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	Name & Address	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
			\$	
	Signature(s)	1.	2.	
	Name(s) & Title(s) (Typed)	1.	2.	

CORPORATE SURETY (IES) (Continued)

SURETY B	Name & Address		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY C	Name & Address		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY D	Name & Address		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY E	Name & Address		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY F	Name & Address		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
SURETY G	Name & Address		STATE OF INC.	LIABILITY LIMIT \$	<i>Corporate Seal</i>
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

BOND PREMIUM	RATE PER THOUSAND \$	TOTAL \$
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INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorization person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT 9

STANDARD FORM 25A, PAYMENT BOND

PAYMENT BOND <i>(See Instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>												
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> ☐ INDIVIDUAL ☐ JOINT VENTURE ☐ PARTNERSHIP ☐ CORPORATION STATE OF INCORPORATION												
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <th style="width: 25%;">MILLION(S)</th> <th style="width: 25%;">THOUSAND(S)</th> <th style="width: 25%;">HUNDRED(S)</th> <th style="width: 25%;">CENTS</th> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> </tr> </table> CONTRACT DATE CONTRACT NO.	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
PENAL SUM OF BOND													
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS										

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS.

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a sub-contractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived

WITNESS

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL						
Signature(s)	1.		2.	Corporate Seal		
		<i>(Seal)</i>			<i>(Seal)</i>	
Name(s) & Title(s) <i>(Typed)</i>	1.		2.			
INDIVIDUAL SURETY(IES)						
Signature(s)	1.		2.	<i>(Seal)</i>		
		<i>(Seal)</i>				
Name(s) <i>(Typed)</i>	1.		2.			
CORPORATE SURETY(IES)						
SURETY A	Name & Address			STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	Signature(s)	1.	2.			
	Name(s) & Title(s) <i>(Typed)</i>	1.	2.			

CORPORATE SURETY(IES) (Continued)

SURETY B	Name & Address			STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY C	Name & Address			STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY D	Name & Address			STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY E	Name & Address			STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY F	Name & Address			STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			
SURETY G	Name & Address			STATE OF INC.	LIABILITY LIMIT	<i>Corporate Seal</i>
	Signature(s)	1.	2.		\$	
	Name(s) & Title(s) (Typed)	1.	2.			

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270c). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the firm in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear

in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)". In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, two or more responsible persons shall execute the bond. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require these sureties to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction regarding adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ATTACHMENT 10

POPULATION OF CURRENTLY AUTHORIZED USERS

POPULATION OF CURRENTLY AUTHORIZED USERS

Active duty military	15,346
Military retirees	49,295
Dependents	25,000
DoD civilians	750
Total	90,391

ATTACHMENT 11

NTC SAN DIEGO MARINA FINANCIAL STATEMENTS

SAN DIEGO MARINA FINANCIAL STATEMENTS

(To be Provided by NTC San Diego.)