

## **SECTION 3.0 PROJECT ARRANGEMENTS, REQUIREMENTS, AND MANAGEMENT**

### **3.1 SUMMARY**

Section 3.0 identifies the anticipated project business arrangements and describes the Government's project requirements, desired features, and required plans. Offerors are encouraged to be innovative and submit other enhancements not specifically identified in this Solicitation.

### **3.2 BUSINESS ARRANGEMENTS, FINANCIAL PLAN, AND STRUCTURE**

### **3.3 DESIGN AND CONSTRUCTION REQUIREMENTS**

#### **3.3.1 Professional Certification**

All drawings, specifications, and engineering calculations shall be certified by a licensed architect or professional engineer currently licensed by the State of Some State.

#### **3.3.2 Codes, Standards, and Regulations**

All development, demolition, construction, and renovation shall be in accordance with the strictest of all codes, standards, regulations and laws (federal, state and local) which (i) are applicable to development, demolition, renovation and construction activities at Some Other AFB and Some Field, or (ii) would apply to the development, demolition, renovation and construction activities if the project were located off base in Ft. Walton Beach, Some State. Such codes, standards, and regulations include, but are not limited to:

1. International Building Code
2. Building Officials and Code Administrators (BOCA)
3. Council of American Building Officials (CABO)
4. Uniform Building Code (UBC)
5. Uniform Plumbing Code (UPC)
6. National Electrical Code (NEC)
7. National Fire Protection Association (NFPA) Life-Safety Code, NFPA 1, 101, 13, 13D, 13R, 54, 72, 1221
8. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
9. Model Energy Code
10. Uniform Federal Accessibility Standards (UFAS)
11. State of Some State Building Code
12. *Geotechnical Seismic Building Code for Structures in Japan*

The SO shall utilize sustainable development principles and practices as set forth in the US Air Force Environmentally Responsible Facilities Guide, which seeks to reduce or eliminate the negative impact of buildings on the environment and occupants in five broad areas:

1. Sustainable site planning
2. Safeguarding water and water efficiency
3. Energy efficiency and renewable energy
4. Conservation of materials and resources
5. Indoor environmental quality

#### **3.3.3 Permits**

The SO shall acquire all permits and pay all required fees. The SO shall be responsible for obtaining and transferring, at the SO's sole cost and expense, any and all permits required for the

ownership and operation of the utilities and storm water drainage system to be conveyed to the SO. The SO shall be responsible for any impact fees associated with its development of the project.

#### **3.3.3.1 Historical Units**

With respect to historical units, the conveyance and subsequent maintenance, repair, renovation, demolition or construction shall be subject to the MOA, 36CFR 800, AFI 32-7065 and the Installation Cultural Resources Management Plan (ICRMP). All historical units shall be conveyed to the SO, but the Government shall retain a reversionary interest for the five Georgia Avenue (Parcel C) units to take effect once suitable rank-equivalent units are constructed. The Government may also convey the existing Camp Pinchot units with a reversionary interest to take effect if and when the Government, in its sole discretion, determines the SHPO or Tribal Historic Preservation Office has failed to timely concur with the Government's proposed disposition of the units and underlying archeological resources and such failure can be remedied by the Government's adaptive reuse of the historic district.

#### **3.3.3.2 Water Quality**

Potential water permit requirements include: NPDES Storm Water, Drinking Water Extension, Sec 404 Clean Water Act Permit, FDEP 62-312 FAC Dredge and Fill Permit, Well Construction/Abandonment Permits.

#### **3.3.3.3 Sewer and Storm Drainage**

Upon conveyance, the SO, as operator of the storm water drainage system for each Parcel, shall acquire a *Generic Permit for Storm Water Discharge from Phase II Municipal Separate Storm Sewer Systems (MS4)* as required by Some State Administrative Code 62-621.300(7)(a). The Some State Department of Environmental Protection (FDEP) requires that a new MS4 apply for permit coverage within one year of conveyance unless FDEP grants a later date.

With regard to existing wastewater collection and transmission systems and storm water construction general permits, Some State Administrative Code, Rule 62-4.120 requires that within 30 days of legal transfer of a permitted facility, an application for transfer of permit must be submitted, with notarized signatures of both the existing permittee and the proposed new permittee. The new permittee is encouraged to apply for a permit transfer prior to the sale or legal transfer of a permitted facility; however, the transfer shall not be effective prior to the sale or legal transfer.

#### **3.3.3.4 Air Space**

The SO should comply with Some Other AFB's Title V Air Operating Permit.

#### **3.3.3.5 Water Usage**

With respect to potable water usage for Parcels J and K the conveyance shall be subject to the restrictions imposed by the water usage permit from NW Some State Water Management District, which shall be made available to the SO upon request.

### **3.3.4 Community Development Plan**

Offerors shall develop a comprehensive Community Development Plan (CDP) that responds to military families' needs and reinforces the connection between the families and the community.

### 3.3.4.1 **Site Development Design**

The CDP shall integrate the housing community with the surrounding community in the site development design. The site development design shall create a network of neighborhoods within the community by creating a full range of compatible private and shared recreation and community-desired facilities, and shall provide efficient and separate vehicular and pedestrian traffic patterns. The CDP shall identify constraints such as easements, drainage, and offensive environments (i.e., blight, bright lights, and loud noises) to ensure activities within and surrounding the site are compatible. Building arrangements shall be informal, with varying setbacks to provide for best view, privacy, and variety and sufficient parking space for off-street parking. Building orientations shall provide residents with safe and convenient access to the units, as well as passive energy efficiencies. Variety within groupings, arrangements, and siting configurations of buildings is desired. The site design shall conform to varying terrain conditions to provide attractive residential patterns and attractive, pedestrian-friendly streetscapes. The site design shall provide an optimum balance of structures; common green spaces with native landscaping and ornamental highlights; recreational areas; appropriate buffer area/screening; street lighting; pedestrian and vehicular circulation; and sidewalks on both sides of the street. These site designs shall be consistent with good land use planning, practices, and economics. It shall incorporate green space, landscaping, underground utilities, and recreation areas to enhance the overall environment of the neighborhood and improve quality of life. To the extent possible, separate housing areas shall be maintained for officer and enlisted personnel.

#### 3.3.4.1.1 **Recreation and Common Areas**

Open areas of the site design shall encourage creative play and learning for children and a pleasant outdoor experience for adults. The recreation and common areas shall be open for viewing with no secluded areas. Recreation facilities shall be sited where easily accessible while causing minimum disturbance to nearby occupants.

#### 3.3.4.1.2 **AAFES, DECA and Services**

No Requirements.

#### 3.3.4.1.3 **Community Services/Facilities**

The CDP shall integrate a 2-3 acre site to the north of Parcel G near the main entrance that will be used to construct additional community services/facilities by either the SO or the Government. In addition, the CDP shall integrate a 2-3 acre site near the main entrance of Parcel D that will also be used to construct additional community services/facilities by either the SO or the Government. The SO shall propose a conceptual site layout that is compatible with the proposed CDP and promotes pedestrian and vehicular access. The land set aside shall be leased to the SO until construction on the site begins. At that time, all or a portion of the land thereof shall revert back to the Government. If the Government decides not to construct community services/facilities on the 2-3 acre site, the Government shall so notify the SO and thereafter, the SO may construct housing units on such land.

#### 3.3.4.1.4 **Landscaping**

Landscaping of common areas and building unit perimeters shall be designed to enhance the aesthetic quality of each unit and surrounding

neighborhood. Landscaping and earth shaping techniques shall be comparable to commercial residential property standards and sufficient to establish privacy screening and soften the visual environment. The SO should consider natural green space separation between waterfront and new unit construction at Parcel F (Camp Pinchot Historic) and Parcel G (Camp Pinchot Expansion). Existing trees shall be saved to the maximum extent possible and Site Development Design shall take advantage of the energy saving and elements protection that aged trees afford. The SO is to state the diameter and percentage of trees to be retained (e.g. 10% of trees greater than 6" in diameter and 80% of trees greater than 10" in diameter). Both general site and unit landscaping shall provide year-round focus and interest, and use hardy, predominately native, low-maintenance plant materials, and durable mulches and surfacing materials, with provisions at the units for occupant plantings. Landscaping designs shall incorporate philosophies and features that conserve water and require minimal maintenance. Each housing area shall have an identification sign at the street entrances complementing the surrounding landscaping. ***On occasion, please plant a bunch of tulips, yellow ones only... maybe orange, but check with an approved government representative first.***

#### 3.3.4.1.5 Force Protection

The CDP shall use site design elements to minimize terrorist impacts (e.g., gate, fence, setback, environmental, traffic, lighting, and landscaping designs), minimize access from surrounding communities, eliminate places of concealment, offer the most protection against crime, and discourage undesirable traffic. For calculating force protection requirements, the SO should use the Vulnerability Assessment Management Plan (VAMP) database and such other non-classified force protection information as a guideline. This guideline will be available for review at the Installation.

A six foot high perimeter fence with stanchions and barbwire will be required around the exterior of Parcel G (Camp Pinchot). No fence will be required along the water. All entries to Parcel G shall be gated and access shall be permitted only to Government Common Access Card cardholders and their invitees. One gate shall have a guardhouse manned by military personnel during periods of heightened security to protect the residents of Parcel G. During these periods all other gates shall have the capability of being closed and secured.

#### 3.3.4.1.6 Conservation

The CDP shall incorporate pollution prevention, energy, and water conservation initiatives into all facilities, community development and activities where practicable. The objectives of such initiatives shall be to improve: (1) waste reduction and waste management practices; (2) energy efficiency and energy conservation practices; (3) water resource conservation and management practices (e.g., xeriscaping); and (4) recycling and reuse practices (e.g., curbside recycling). Any new irrigation systems shall be non-potable water.

**3.3.4.1.7 Administration Facility**

The SO must construct and maintain a centrally located management office on the Project Site and also may construct and maintain a remote management office on the Project Site.

**3.3.4.1.8 Accessibility**

Common areas such as walks, streets, parking and play areas, common entrances to multi-unit facilities, and support facilities must be designed and built to be accessible. "Accessible" means the common areas can be approached, entered, and used by physically handicapped people and comply with the accessibility standards set forth in Section 4 of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Buildings and Facilities, as well as any other federal, state, county, or local laws, regulations, ordinances, codes, guidelines, or standards pertaining to accessibility.

**3.3.4.2 Land Use Requirements and Restrictions**

In addition to the above general requirements, the following specific requirements shall be met:

**3.3.4.2.1 Land Use**

All parcels shall be used to satisfy housing required by this Solicitation. Other approved uses shall be limited to the following uses:

- Single-family residential and duplex residential units with or without ancillary facilities
- Recreational facilities

**3.3.4.2.2 Land Use Restrictions**

The development of any resale merchandise, services, and commercial recreational operations or activities is prohibited on all parcels. See the Lease of Property (Appendix U), for specific information on these restrictions.

**3.3.4.2.3 Density**

The maximum density for new construction shall not exceed three units per acre and no more than two units per acre in GOQ and SOQ neighborhoods.

**3.3.4.2.4 Recreational Areas**

The SO's CDP shall provide for the maintenance or construction of recreational equipment to ensure that each neighborhood contains, at a minimum, 1 "tot lot" for every 50 units for children 5 years old and under, 1 play area for every 60 units for children 6 to 12 years of age and covered bench seating for adults at each "tot lot" and play area. Parcels B, D and G shall each contain, at a minimum, two lighted half-size basketball courts, one lighted regulation size basketball court, one regulation size soccer field (including irrigation, nets, and goals) that can be used as 2 youth-size fields and a jogging trail/bike path. All existing playground equipment and recreation facilities shall be renovated to meet or exceed the *Handbook for Public Playground Safety* published by the Consumer Product Safety

Commission. All recreational areas shall be available to military occupants at no charge.

#### 3.3.4.3 **Desired Community Features**

The desires listed below are in descending order of importance.

- 24/7 security gate guard at Parcel G
- Combined community/youth/recreational centers with swimming pools in each of Parcels B, D and G, with Services permitted to conduct activities at any centers constructed on Parcel G
- Sidewalks on both sides of streets
- Lawn irrigation for all units via shallow water wells or reclaimed water and replace all potable water sources on any existing irrigation systems with shallow well water wells or reclaimed water
- Fitness/Walking/Bike path connecting to existing trails and playgrounds
- *Super giant water slide*
- Lighted soccer/football fields
- Lighted tennis and volleyball courts
- Sheltered group picnic areas
- Drinking fountains at recreational areas and walking paths
- Accessible playground equipment co-located with playground equipment
- Traffic calming devices
- Recreational park area(s) along undeveloped waterfront
- Simultaneous development at both Some Other Cantonment and one other development parcel
- Covered bench seating for adults at each area
- Bus Shelters

#### 3.3.5 **New Housing Construction**

This section applies to the design and construction of all new housing units.

##### 3.3.5.1 **General Guidelines**

Offerors' designs and construction shall comply with all applicable codes, standards, and regulations, meet basic requirements described herein, and shall be appropriate to the climate and lifestyle of the area. Offerors should provide innovative design and construction techniques conforming to local market (private sector) standards for quality housing. The local market area is defined as within a 60-minute or 20-mile commute (whichever is greater) during peak driving conditions. Offerors shall exercise best professional judgment in choice of style, type, design, configuration, functional solutions, and materials in their proposals.

##### 3.3.5.1.1 **Floor Plans**

Floor plans shall incorporate orderly arrangement of functions, minimize circulation, and maximize open spaces. Designs shall provide inviting entrances, indoor/outdoor integration, and pleasing interior appearance.

Kitchens shall have a modern, well-organized work area with quality fixtures, appliances, and finishes. Layout of bathrooms shall follow modern planning techniques and utilize quality fixtures. ***Please ensure all tile in the bathrooms conform to an Air Force Blue color scheme (the greatest color scheme possible).*** Maximized storage space is an essential element due to the mobility of Air Force families. Interior storage shall include conveniently located and adequately sized cabinets and coat, linen, pantry, bulk storage, and clothes closets. Exterior storage shall include maximized space for bikes, mowers, etc.

#### 3.3.5.1.2 Handicap Accessibility

At least 5% of the housing units shall be either handicap accessible, or “readily adaptable” to be accessible, including, but not limited to, entrance ramps, bathroom grab bars and chair lifts. “Accessible” means the units can be approached, entered, and used by physically handicapped people. Modifications shall be accomplished on a high priority basis when a requirement is identified. The housing units shall comply with the accessibility standards set forth in all applicable federal, state, or local laws pertaining to accessibility, together with the Fair Housing Act (FHA) and the relevant provisions of the Uniform Federal Accessibility Standards (UFAS) dealing with accessibility. In complying with said authorities, the SO shall abide by those provisions that are the most stringent. Should the SO choose to make the premises “readily adaptable” then the SO shall bear the cost of making the housing units accessible at its sole expense.

#### 3.3.5.1.3 Elevations

Elevation designs shall provide pleasing and interesting appearances, comparable to other quality residential developments currently being built and marketed in the area. The elevations shall be inviting with modulated facades, rooflines, and massing to provide interest. Materials and colors shall be varied to break up facades of larger structures and prevent excessive uniformity among the smaller units. Institutional appearances are to be avoided.

#### 3.3.5.1.4 Energy Efficiency

Design, materials, equipment, and construction methods shall reduce energy and water consumption to current Energy Star criteria. Design features shall include, but are not limited to, optimizing glass locations and areas, optimizing insulation in exterior walls, ceilings, and between adjoining units, weatherstripping throughout, and minimizing duct leakage. Attention to construction details, exterior fenestration materials, and passive solar energy systems shall be employed wherever possible.

#### 3.3.5.1.5 Materials, Equipment, and Finishes

Offerors shall ensure materials, equipment, and finishes are durable, low maintenance, and functional. Choice of finishes shall be aesthetically pleasing with a richness of texture and detailing. Basic quality features include copper potable water plumbing, copper electrical wiring, dual-pane insulated windows and patio doors, storm doors with screens at main entrances, and overhead lighting in bedrooms and large closets.

All newly constructed units shall have a fiber cement exterior finish or comparable material. *Use tan brick, with an occasional brown one thrown in at government approved locations.*

**3.3.5.2 Specific Requirements**

In addition to the above general requirements, Offerors’ designs and construction shall provide the following:

**3.3.5.2.1 Enlisted and Non-Senior Officer Housing**

Offerors shall design and construct a total of 2,015 units and associated improvements in Parcels B, D, G and K. The units shall be a mixture of duplex and detached single-family housing. All unit rankings above the JNCO grade shall be single-family housing units. All 2-bdrm units in the table below shall have an additional room and three-fourth bathroom. The construction of the development shall be complete within 10 years of project closing. The following table shows the number of units per grade, broken down by square footage according to the minimum and maximum size:

**Table 1 – Enlisted and Non-Senior Officer Housing**

	Two Bedroom		Three Bedroom			Four Bedroom		
	E-1 to E-6	E-7 to E-8 and O-1 to O-3	E-1 to E-6	E-7 to E-8 and O-1 to O-3	E-9 and O-4 to O-5	E-1 to E-6	E-7 to E-8 and O-1 to O-3	E-9 and O-4 to O-5
Number of Units	994	116	222	147	77	264	120	48
Minimum Gross Square Feet*	1330	1420	1490	1670	1740	1670	1800	1920
Programming Benchmark Gross Square Feet*	1480	1670	1630	1860	2020	1950	2150	2310
Maximum Gross Square Feet*	1630	1920	1760	2050	2300	2220	2500	2700

\* All interior spaces within the exterior faces of exterior walls and center line of party walls (in multiplex units) of housing units, with the following areas of exclusion: garages, exterior bulk storage (detached), trash enclosures, porches, terraces, patios, balconies, and entrance stoops.

**3.3.5.2.2 Prestige Family Housing**

The SO shall design and construct 16 Prestige Family Housing units at Some Other AFB and identify 7 existing units as Prestige Family Housing units at Some Field. If the SO constructs any new Prestige Family Housing units, those units shall be completed and ready for occupancy prior to the demolition of the existing Prestige Family Housing units.

**Existing Prestige Units**

Location	Address
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Some Field (Parcel K)	11 Lewis Drive
Some Field (Parcel K)	13 Lewis Drive
Some Field (Parcel K)	15 Lewis Drive
Some Field (Parcel K)	17 Lewis Drive
Some Field (Parcel K)	19 Lewis Drive
Some Field (Parcel K)	21 Lewis Drive
Some Field (Parcel K)	23 Lewis Drive

Prestige Housing should meet at a minimum the following standards:

- A geographically separate location in base housing
- One Senior Command Chief unit shall have additional 10% square foot renovation at Parcel K (Soundside Manor, #23 Lewis Drive see section 3.3.6.1).
- One Senior Command Chief unit shall be constructed with an additional 10% square footage at Parcel B.
- Built-in space for microwave oven
- Garages with door openers and storage space
- Additional off-street parking
- Larger, enhanced patios with privacy screening
- Central air conditioning in all habitable areas
- Carpeted and/or upgraded floor treatments
- Ceiling fans and upgraded miniblinds or other window treatments
- Upgraded kitchens and appliances and at least two full baths.

3.3.5.2.3 General Officer Quarters (GOQ) Standards

The SO shall design and construct 3 General Officer Quarters (GOQs) at Parcel K, 1 GOQ at Parcel F, 1 GOQ at Osceola Circle (Parcel B). One GOQ in Parcel K shall be identified as a Special Command Position (SCP) unit. Installation Commanders and Special Command Position units shall have an additional 10% GSF above the Programming Benchmark GSF requirement, but not exceed the maximum GSF requirement shown in Table 5. The design shall be in conjunction with local architectural and climatic conditions. (Refer to Technical References (Appendix F)). If the SO constructs any new General Officer Quarters, those units shall be completed and ready for occupancy prior to the demolition of the existing General Officer Quarters.

Floor plans shall include safe rooms, security alarm systems, built-in space for microwave oven, and powder rooms in addition to required bathrooms. The SO shall provide quality finishes for the floor, architectural millwork, wall base, walls, ceilings, window treatments and coverings, light fixtures, entryway, staircases (if applicable), cabinetry, countertops, and appliances for each habitable area. The SO shall also use quality roof materials,

exterior walls finishes, exterior windows and door finishes, and upscale landscaping. GOQ furnishing will be provided and controlled by Military Family Housing (MFH).

The SO will refer to IAW the GOQ Master Plan-Volume 2, *GOQ Standards for Programming, Design, and Construction* and Special Command Position (SCP) Standards, AFI 32-6003, and AFI 32-6007 *General Officers Quarters* (Appendix F) for GOQ design and construction standards. Note in AFI 32-6003 that the SCP GOQ requires additional services as identified specifically in Section 2.7, Maintaining Grounds, Section 3.2.2.1, Appliances and Attachment 5, Part C, Kitchen Appliances & Laundry Room. The SO shall provide a temperature controlled, secure communication closet (approximately 6-8 square feet) for the one SCP GOQ at Soundside Manor (Parcel K). In addition to standard residential telephone service, the SO shall supply and install a minimum of two telephone lines, two CATV (Cable TV) lines, 1 fiberoptic line and 1 UTP (Unshielded Twisted Pair) where available in the local community. The SO shall also supply associated terminals and distribution boxes to be designated only for Government use for each unit. The location within the units shall be the same as for the regular telephone boxes. The Government shall own and maintain the terminals, cable, and the distribution box after installation. Telecommunication standard 568A shall apply to dedicated Government cable.

#### 3.3.5.2.4 Senior Officer Housing

Design and construct 2 Senior Officer Quarters (SOQs) at Parcel F, 4 SOQs on the southeast waterfront of Parcel G, and 10 SOQs in any of Parcels B, D, or G and 6 SOQs at Parcel K (4 As-Is) and associated improvements for O-6. If the SO constructs any new Senior Officer Housing, those units shall be completed and ready for occupancy prior to the demolition of the existing Senior Officer Housing. In addition to standard residential telephone service, the SO shall supply and install a minimum of two telephone lines, two CATV (Cable TV) lines, 1 fiberoptic line and 1 UTP (Unshielded Twisted Pair) where available in the local community. The SO shall also supply associated terminals and distribution boxes to be designated only for Government use for each unit. The location within the units shall be the same as for the regular telephone boxes. The Government shall own and maintain the terminals, cable, and the distribution box after installation. Telecommunication standard 568A shall apply to dedicated Government cable. The Senior Officer unit designs (O-6 pay grade) shall provide ample area for entertaining dignitaries and officials.

SOQs shall meet at a minimum the following standards:

- A geographically separate location in base housing
- Garages with door openers and storage space
- Additional off-street parking
- Larger, enhanced patios with privacy screening
- Central air conditioning in all habitable areas
- Carpeted and/or upgraded floor treatments

- Ceiling fans and upgraded miniblinds or other window treatments
- Upgraded kitchens and appliances
- At least two full baths plus a powder room
- Double oven, refrigerator with ice maker and built-in space for microwave oven

**Table 2 – Senior and General Officer Quarters**

	Four Bedroom	
	O-6	O-7 TO O-10
<b>Number of Units</b>	22	5
Minimum Gross Square Feet *	2110	2600
Programming Benchmark Gross Square Feet*	2520	3330
Maximum Gross Square Feet *	2920	4060
*All interior spaces within the exterior faces of exterior walls of housing units with the following areas of exclusion: carports and garages, exterior bulk storage (detached), trash enclosures, porches, terraces, patios, balconies, and entrance stoops.		

3.3.5.2.5 **Attached Units**

Stacked units are not acceptable. No more than two dwelling units per building shall be constructed. Units shall include privacy features including, but not limited to, sound transmission class rating of 50 between units. All units designated for and above the rank of E7 shall be single family detached units.

3.3.5.2.6 **Parking and Roads**

All units shall have provisions for parking two vehicles off-street. Additional parking spaces shall be provided throughout the neighborhoods for guest parking at a rate of 1 parking space for every 2 units. Each attached unit shall have at least a one car garage with an automatic door opener. Each single-family detached unit shall have at least a two car garage with an automatic door opener.

All roads and turns shall be large enough to allow moving trucks, fire trucks, etc. to adequately move around the community as needed, and all roads and parking areas shall have adequate storm drainage.

3.3.5.2.7 **Privacy**

All units shall have patios with screened fencing and/or landscaping to provide a private area in the rear of each unit.

3.3.5.2.8 **Window Treatments**

Offerors shall provide window coverings (such as mini-blinds) in all units.

## 3.3.5.2.9 Floor Finishes

All units shall have high quality, durable, low-maintenance hard finish flooring in kitchen, informal dining area, wet areas, and high traffic areas.

All units shall have carpet in bedrooms and carpet or hardwood floors in other living areas.

## 3.3.5.2.10 Appliances

All appliances shall be energy-efficient, new, and from an established manufacturer. Each housing unit shall be provided with the following items:

- Combination refrigerator/freezer with icemaker (minimum 21 cubic feet (CF) for 2- and 3-bedroom units and 24 CF for 4-bedroom units)
- Built-in two-level dishwasher
- Built-in space for microwave oven
- 4-burner stove with self-cleaning oven, view window, and vented to the exterior
- Garbage disposal
- Carbon monoxide detector
- Interior floor space and connections shall be provided for a full size washer, dryer (electric and natural gas connections), and
- Interior floor space and connections for a full-size freezer.

## 3.3.5.2.11 Equipment

All units shall be provided with high-energy efficient heating and ventilation. Central air conditioning systems shall be new and from an established manufacturer.

## 3.3.5.2.12 Telephone and Cable

All residential units shall be prewired for cable television and telephone jacks. Telephone systems shall be in accordance with those standards set forth by the local telephone company or companies. Cable outlets shall be in accordance with those standards set forth by the local franchised cable television operator or operators. In areas where more than one telephone company, and/or more than one franchised cable television operator, are, or may become, available to residents, the SO shall impartially respect the competitive choices of the occupants of each residential unit; however, any costs associated with changing cable or telephone service providers, whether during occupancy or at initiation of occupancy, shall be the responsibility of the unit occupants or service provider. Each bedroom, living area, and kitchen shall have one phone jack that can accommodate two lines and one cable outlet. The coordination of equipment locations and final design of utilities and services is subject to final approval by the Government.

## 3.3.5.2.13 Mailboxes

The SO shall provide cluster mailboxes for all units in accordance with U.S. Postal Service regulations. Single mailboxes for the Senior Officer Housing,

General Officer Quarters, and Prestige Family Housing units shall be provided by the SO, consistent with United States Postal Service regulations.

3.3.5.2.14 **Utilities**

All new utility systems shall be designed and constructed by the SO. The SO shall coordinate all tie-in locations with the Government. The SO shall provide for the installation of all utility meters. All newly constructed units must have individual electric and natural gas meters. Utilities shall be connected to a utility provider by the SO upon completion of the construction of each individual unit.

3.3.5.2.15 **Termites**

New foundations shall have soil treated for termites in accordance with state law, to include a certificate of termite treatment by the provider.

3.3.5.2.16 **Exterior Features**

- Easily accessible hose bibs and exterior electrical outlets on the front and rear of the house
- Hidden trash container storage area

**3.3.5.3 Desired New Housing Construction Features**

The desires listed below are in descending order of importance.

- 3-bdrm units in lieu of 2-bdrm units
- All newly constructed units have brick veneer exterior finish
- More livable square feet above the benchmark square footage
- More single family units
- 10% square footage increase for the AAC Commander's newly constructed GOQ unit located at 1559 Camp Pinchot (Parcel F)
- Two car garages with openers
- Additional bathrooms
- Additional garage/attic storage space
- Screened patios for all units
- Pantries in all units
- Walk-in closets
- Double sinks in bathrooms
- Ceramic tile in kitchen, bathroom, laundry and entry areas
- Programmable thermostats
- Additional off-street parking
- Gutters/downspouts/splash blocks
- French doors with screen
- Enhanced built-in solid closet/pantry storage systems
- Vaulted or raised ceilings

- Ceiling fans for all units
- Hurricane shutters in units fronting the water
- Boat docks for GOQs
- Fireplaces for GOQ/SOQ & Prestige units
- Three car garages for GOQ/SOQ units
- Storm doors for main entry
- Additional bedrooms for some units (5/6 bedrooms)
- 10% square footage increase for four Wing Commander units and five additional Command Chief units
- Larger walk-in shower in master bedroom in lieu of bathtub
- Floor plans that capitalize on waterfront views
- Split bedroom floor plan for unit rankings above JNCO
- ***Realistic putting greens for CGO housing backyards (certain CGOs must work on their game).***
- Additional office/study in GOQ/SOQ & Prestige units
- Security alarm systems in SOQ units
- Provide built-in microwave ovens for GOQs/SOQs & Prestige units
- Varied materials and colors to break up facades
- Varied floor plans for similar bedroom size construction
- Use Affirmative Procurement (IAW Presidential Executive Order 13101)
- Exhaust fans in all bathrooms
- Walk-in pantries, additional kitchen cabinetry/storage, room next to kitchen for aide with office and ½ bath for GOQ units
- Barbeque area separate from patio for GOQ units
- Dining room to seat 16-18 guests for GOQ units
- Automatic irrigation system for GOQ units
- Extra dishwasher and securable china/crystal cabinet for two GOQ units
- Construct Some Other AFB prestige units on Osceola Circle (Parcel B).

### 3.3.6

#### **Renovation**

##### **3.3.6.1 General Guidelines for Renovation**

General Guidelines for New Construction (Section 3.0) shall be used to the extent possible in the renovation of existing units.

Two units will require renovation in Parcel K (Soundside Manor):

44 Hume – This will be an Installation Commander unit which is permitted a 10% increase over the Programmed Benchmark GSF as identified in Table 5. Renovate to provide a dining room and family room.

23 Lewis – This will be a Senior Command Chief Prestige Unit which is permitted a 10% increase over the Programmed Benchmark GSF as identified in Table 4. Renovate to provide a dining room and family room.

**Table 3 – Basic Renovation Requirements**

	Parcel K
Neighborhood/Increment	Soundside
Number of Units	2
Repair Wet Basements and Foundations	X
Repair Drainage/Grading	X
Refurbish Kitchens	X
Refurbish Bathrooms	X
Floor treatments High-quality, durable, low-maintenance hard finish flooring in kitchen, informal dining area, wet areas, and high traffic areas Carpet in bedrooms and other living areas	X
Replace interior doors	X
Replace interior light fixtures	X
Replace windows	X
Replace roofing	X
Upgrade wiring	X
Install new miniblinds	X
Remove street lighting electrical supply from unit service panel and provide alternate source	X
Install new storm doors	X
Replace downdraft furnace with upflow Heating, Ventilation, and Air Conditioning (HVAC)	X
Enclose existing covered porch/create formal dining room and screened porch	X
Construct new wood decks with landscaping	X

### 3.3.6.2 **Desired Renovation Features**

Desired features listed below are in descending order of importance.

- Additional bedroom and bathroom in Hidden Oaks (Parcel D) units
- Renovate “as-is” units in Soundside Manor (Parcel K) to new unit standards.

### 3.3.7 **Conveyed Utilities and Infrastructures**

The electric, government-owned natural gas, storm drainage systems, and the sanitary sewer system located within Parcels A, B, C, D, E, F, I, J and K and expanded areas as indicated in Section 2.0 and Technical References (Appendix F) will be conveyed to the SO. Associated

pavements and street lighting will also be conveyed, except for Parcel C. The utility commodity provider shall supply the utility commodity in accordance with approved tariffs, statutes, and regulations. All costs to install new utility services or to relocate existing utility services shall be the responsibility of the SO. All new exterior utilities installed by the SO shall be located underground.

### **3.3.7.1 Electric Requirements**

System information can be found in Section 2.0. See the diagrams and system maps provided in Technical References (Appendix F). Primary service lines not to be conveyed are identified in Utility Maps as the heavier marked utility lines (refer to Technical References (Appendix F)). Maintenance of service lines will be the responsibility of the owner.

#### **3.3.7.1.1 Parcel A**

Primary service lines *will not be* conveyed to the SO. Secondary service lines (including but not limited to all transformers, sectionalizers, switchgears, underground wiring and associated appurtenances) from the transformer secondary connections to the housing unit will be conveyed to the SO with the exception of secondary service lines that supply the water wells.

#### **3.3.7.1.2 Parcel B**

*Most* primary service lines *will be* conveyed to the SO. Secondary service lines (including but not limited to all transformers, sectionalizers, switchgears, underground wiring and associated appurtenances) from the transformer secondary connections to the housing unit will be conveyed to the SO with the exception of secondary service lines that supply the water wells.

#### **3.3.7.1.3 Parcel C**

For utility conveyance at Parcel C refer to 3.3.7.1.1, same as Parcel A.

#### **3.3.7.1.4 Parcel D**

For utility conveyance at Parcel D refer to 3.3.7.1.2, same as Parcel B.

#### **3.3.7.1.5 Parcel E**

Primary service lines *will be* conveyed to the SO up to the tie into the government maintained primary, or up to but not including primary meters or isolation meters for non-conveyed facilities as the case may be. Secondary service lines (including but not limited to all transformers, sectionalizers, switchgears, underground wiring and associated appurtenances) will be conveyed to the SO.

#### **3.3.7.1.6 Parcel F**

The electrical utility service for this parcel shall be negotiated with Gulf Power Company.

#### **3.3.7.1.7 Parcel G**

The electrical utility service for this parcel shall be negotiated with Gulf Power Company.

#### **3.3.7.1.8 Parcel H**

If necessary, the electrical utility service for this parcel shall be negotiated with Gulf Power Company.

**3.3.7.1.9 Parcel I**

For utility conveyance at Parcel I refer to 3.3.7.1.1, same as Parcel A.

**3.3.7.1.10 Parcel J**

All underground primary electrical distribution lines, switching gear, and pad mounted transformers shall remain the property of the Government and be maintained by the Government. The secondary underground electrical service lines that carry power from the pad mounted transformers to the housing units shall be conveyed to the SO along with the exterior service panels at the individual units and the electrical system of each unit.

**3.3.7.1.11 Parcel K**

The existing Parcel K electrical distribution system shall be conveyed to the SO. The SO shall make the required arrangements to sever the above mentioned underground connections with the Government electrical distribution system to the north of US highway 98 and make the required arrangements with Gulf Power Company to connect the conveyed Parcel K electrical distribution system to the primary electrical service owned by Gulf Power Company, which is adjacent to the north boundary of Soundside Housing area. The primary electrical power to the lift station number 1 building (#92420) shall not be conveyed to the SO and will be severed from the conveyed electrical distribution system. Electrical meters shall be installed at the Outdoor Recreation building (#92473) and the Some Field Marina facility (#92423). Refer to the electrical utility drawings in Technical References (Appendix F).

**3.3.7.2 Natural Gas Requirements**

Natural gas is supplied to Some Field and Some Other AFB under the terms of an agreement with Okaloosa Gas. Okaloosa Gas agreement can be found in Technical References (Appendix F). System information can be found in Section 2.0. See the riser diagram and system maps provided in Technical References (Appendix F).

**3.3.7.3 Water Requirements**

System information can be found in Section 2.0. See the diagrams and system maps provided in Technical References (Appendix F).

**3.3.7.3.1 Parcel G**

The water utility service for this parcel shall be negotiated with Okaloosa County Water and Sewer.

**3.3.7.3.2 Parcel H**

If necessary, the water utility service for this parcel shall be negotiated with Okaloosa County Water and Sewer.

**3.3.7.3.3 Parcel K**

All of the existing water distribution system in Parcel K shall be conveyed to the SO. The SO shall make the required arrangements with Okaloosa County to connect the existing Parcel K water distribution system to the existing Okaloosa County water main that is adjacent to the north boundary of Parcel K along the right of way of US Highway 98; severing the Parcel K water distribution system from the Government owned water distribution system. The SO will also make required alterations to the existing water distribution system to maintain the Government water service to the sewage lift station number 1 and add one short section of 6 inch water main (approximately 500 feet) to

the Some Field water distribution system to maintain a loop in that system. The SO shall install water meters at the service lines to the Some Field Marina facility (#92423), the Outdoor Recreation building (#92473), and the marina wash rack. Refer to the water utility drawings in Technical References (Appendix F).

### 3.3.8 **Construction Management Plan**

Offerors shall propose a Construction Management Plan to ensure quality control in design and construction of this project. The plan shall establish procedures for coordinating, updating, and implementing design and construction schedules. The Construction Management Plan shall address, but is not limited to, the provisions of the Lease of Property (Appendix U) and those items listed below.

#### 3.3.8.1 **Design Plans**

Plans shall, at a minimum, include the following:

- 35% design session, and review conferences at both the 65% and 100% design complete stages
- Transition Plan
- Demolition Plan
- Job Site Safety Plan (narrative that explains how job safety will be assured throughout the life of the project)
- Civil and site utility plans and details
- Environmental Plan
- Detailed layout of recreational areas
- Landscaping plans
- Foundation and framing plans
- Unit floor plans, elevations, and sections
- Unit material finish schedules and samples
- Floor plans and elevations of supporting facilities (as applicable) for compatibility review.

#### 3.3.8.2 **Schedules**

Design and construction schedules shall show an integrated transition plan identifying all phases of design, demolition, construction, utilities, movement of residents, etc. The Government may pay for one Government-directed move per family. It is desired that military families residing in existing units be required to move no more than once. The SO shall pay for additional forced moves.

#### 3.3.8.3 **Environmental Quality Controls and Procedures**

Plans shall show compliance with applicable federal, state, and local environmental laws and regulations. The SO shall obtain an EPA Identification number as required by law. The SO shall obtain Government approval for the disposal, treatment or recycling of wastes generated on the Property. Transport and disposal, treatment or recycling of waste shall be in accordance with all applicable transportation and environmental rules and controls, respectively. The SO shall also utilize erosion best management practices and identify dust control procedures.

#### **3.3.8.4 Pre-Construction Conference**

A Pre-Construction Conference shall be held in conformance with the provisions of the Lease of Property (Appendix U). Topics for discussion shall include, but are not limited to:

- Phasing of demolition and construction
- Provision for and location of field offices and fenced material and/or storage yards
- Utility cutovers (new and existing)
- Location for project sign to be erected by the Offeror
- Coordination and approval of haul routes and disposal sites
- Issuance of permits
- Site security and access
- Some Field water and waste
- Final construction schedules
- Measures to mitigate disruptions to GOQ and SOQ residents.

#### **3.3.8.5 Quality Control**

The SO shall maintain in effect throughout the period of construction for all new and renovated units an effective quality control program in conformance with the provisions of the Lease of Property (Appendix U). The Government or the Government's representative will have full construction surveillance rights under the Lease of Property (Appendix U) and to ensure compliance with applicable standards and codes and compliance with approved design standards and the SO's proposal. The Government's rights will be exercised through representative agents or employees. A Certificate of Compliance will be provided by the Government or the Government's representative when the SO has complied with the Final Plans to the Government's satisfaction.

#### **3.3.8.6 Transition Plan**

##### **3.3.8.6.1 Transition Plan**

The Offeror shall propose a detailed transition plan that outlines the proposed schedules and actions to occur during the transition period. The plan shall include, but not be limited to, project development, phasing out of existing units, how Offeror intends to maintain the availability of units, how Offeror plans to structure the phasing of the utilities and services, and methodology for providing utilities and services during and after the transition period.

The SO shall notify current housing occupants of the means for establishing leases and utility billing procedures prior to or within 30 days after closing the transaction. The goal of this plan will be to ensure that housing occupants experience a "seamless" transition from Government to SO ownership.

##### **3.3.8.6.2 Unit Availability**

Following the closing of the transaction, the project will enter into a transition period (up to 10 years) during which units will be demolished or

renovated and new units constructed. The number of units available to military families during the transition period will gradually be reduced from 2,739 to 2,155 units. At all times during the transition period, at least 2,155 units must be available for military families to meet the Project Demographics Criteria.

#### 3.3.8.6.3 Utilities

The SO may obtain various utility services from private sources or the Government. All costs to relocate utility services shall be the responsibility of the SO. All new exterior utilities shall be located underground. The Government intends to convey all utilities within the housing areas unless conditions warrant retention for economic or mission reasons. The SO shall accept and replace existing utilities systems within the leased premises in present condition and perform required maintenance, repair, and capital improvements over the duration of the 50-year agreement. Installation and maintenance of individual meters and bulk meters will be the responsibility of the SO. All new utility systems installed by the SO will be owned and operated by the SO.

The Government will not have individual sales agreements in place with the tenants. Any utility agreements will be completed under an agreement between the Government and the SO. The SO shall be responsible for collecting all utility payments and any unpaid bills from the tenants. The SO shall also reimburse the Government for actual usage once a month.

- Immediately upon closing, the SO becomes responsible for reimbursing the Government for utility consumption in accordance with Air Force Instruction (AFI) 32-1061, *Providing Utilities to US Air Force Installations*. The SO shall install meters on Government-retained facilities to determine actual utility usage by those facilities. Until meters are in place on Government-retained facilities, the Government will deduct an estimated amount from the overall area utility usage for these facilities. The SO shall provide each tenant with a written estimate to give them an idea of what part of their rent is paid toward utilities.
- All new water meters must be designed to meet fire flow requirements as specified by appropriate Government or Municipal Services.
- As development work proceeds, the SO shall install natural gas and electric meters for each new unit. All units must be metered before the end of the construction/renovation period. As meters are installed, tenants shall be provided information about estimated and actual usage.
- As each unit is individually metered, the tenants shall begin paying natural gas and electric bills to the SO based on actual or estimated consumption. Rents paid to the SO by military families shall be computed using the formula:  $\text{BAH} - 110\% \text{ of Average Utilities Costs} = \text{Rent}$ . However, while the Government continues to provide utilities, the SO shall be the billing and collection agent for the Government.
- During the period of time that the Government furnishes utilities, all tenants will be billed at the non-DoD non-federal rate. Current Government utility rates are included in Utility Sales Rates (Appendix E). If and when the utility systems are privatized, the SO and the tenants

shall pay the utility bills at market rates directly to the new utility provider.

### 3.3.8.7 **Demolition Plan**

#### 3.3.8.7.1 **General Guidelines**

Offerors shall establish and implement a Demolition Plan as part of the overall Construction Management Plan. The Demolition Plan shall provide a phased approach to demolition of existing units, appurtenances, and infrastructure. All demolition on Parcels A and J shall be completed within five years of the closing of the the transaction. Due to the age of the units at Ben's Lake (Parcel A), Wherry (Parcel A and B), Capehart (Parcel B) and Pine Shadows (Parcel J), State Historic Preservation Office (SHPO) may have to be consulted before demolition, and, as to Camp Pinchot's historic district and underlying archeological resources, will have to be consulted before repair, maintenance, renovation, demolition, or construction (if any), which activities must be done in accordance with any applicable Memorandum between SHPO and the Government.

#### 3.3.8.7.2 **Facilities**

All facilities scheduled for demolition are as indicated in Existing Inventory (Appendix B). Unless otherwise indicated, after demolition is complete, the SO shall grade to drain and seed all areas not scheduled to receive new construction. None of the facilities located on Parcels C will be demolished, and all will instead revert back to the Government at the end of the initial construction period. At Parcel F (Camp Pinchot Historical), the Visiting Officer Quarters (VOQs) Lodging, pump house, two storage buildings and greenhouse shall be demolished.

#### 3.3.8.7.3 **Utilities**

Underground utilities scheduled for demolition may be capped at the main and abandoned in place; however, the SO shall remove all laterals. Unless otherwise indicated, after demolition is complete, the SO shall grade (cut and fill as necessary) to drain and seed all areas not scheduled to receive new construction. The SO shall provide "as-built" drawings to the Government showing where utilities have been capped and abandoned.

No utilities on Parcel C shall be demolished. The SO shall remove all aboveground utilities on Parcels B and D. The SO shall remove underground utility laterals and cap mains at Parcels A, I and J.

#### 3.3.8.7.4 **Roads and Fences**

The SO shall completely remove all fences and secondary roads in areas scheduled for demolition. Primary roads and connectors are to be maintained during demolition and revert back to the Government. Unless otherwise indicated, after demolition is complete, the SO shall grade (cut and fill as necessary) to drain and seed all areas not scheduled to receive new construction.

#### 3.3.8.7.5 **Haul Routes**

All haul routes shall be submitted by the SO to the Government for approval prior to the commencement of any demolition.

#### 3.3.8.7.6 Disposal Site

There is no landfill available on Some Field or Some Other AFB. All debris must be hauled to a government-approved site off the Installation. Recycling is highly encouraged. The SO shall research and pursue economical means of selling or recycling construction and demolition debris.

#### 3.3.9 Controlling Provisions

In the event of any inconsistencies between the provisions of Section 3.3 and the provisions of the Appendices and Tables that are a part of this RFP, the provisions of Section 3.3 shall control.

### 3.4 PROPERTY MANAGEMENT

Ability to properly manage the proposed project is critical to the long-term viability of the development. The SO's approved, final plans identified in this section are to be incorporated into the Operating Agreement (Exhibit E of Appendix U) to govern day-to-day Property Management of the project.

#### 3.4.1 Property Operations and Management Plan

Offeror shall establish a Property Operations and Management Plan for the privatized housing throughout the 50-year project term. The plan shall describe the approach to day-to-day operations of the housing development. The plan shall encompass on-site property management staffing and functions, occupant relations, interface with the Management Review Committee (MRC) and other property management requirements. The Offeror shall also include a copy of the Property Management Contract. The MRC is discussed in the Lease of Property Operating Agreement (Exhibit E of Appendix U). The on-site property management office shall be staffed with professionally trained management and maintenance staff who will interface with military members and their families. The property manager shall be certified by a nationally recognized professional property management association. The fee for the property manager shall be expressed as a percentage of gross rents and shall compensate the property manager for the provision of all services.

#### 3.4.2 Unit Occupancy Plan

Offerors shall establish a Unit Occupancy Plan to include, but not be limited to, maintaining demographics and the requirements of this section. The Government will not guarantee occupancy of the units. However, the Some Field and Some Other AFB Housing Management Office (HMO) will provide Referral Tenants. All military personnel assigned to the local area are required to process through the Some Field or Some Other AFB HMO upon arrival prior to signing a lease for housing. Freedom of housing choice (except where restrictive sanctions apply) shall be preserved. The SO shall compile and maintain a waiting list per the Lease of Property (Appendix U).

##### 3.4.2.1 Referral Tenant

A Referral Tenant is anyone referred by the Some Field and Some Other AFB HMO. The SO will be responsible for providing monthly waiting and vacancy lists to the HMO.

##### 3.4.2.2 Other Eligible Tenants

###### 3.4.2.2.1 Vacancy Rates

After the transition period, if the Vacancy Rates have exceeded 5% as defined in Section 3.0 for more than three consecutive months the SO may rent to Other Eligible Tenants at unrestricted rent in accordance with the

Operating Agreement Exhibit E of Appendix U. In other words, if the Vacancy Rates are exceeded and the Some Field and Some Other AFB HMO has no one to refer to a particular unit, then the SO may fill the vacancy with Other Eligible Tenants as shown in Table 4 below. If this situation occurs, the SO shall fill only that number of vacant units necessary to bring the vacancy rate to 5%. For example, if a 5% vacancy rate is equivalent to 41 vacant units and there are 42 vacant units for three consecutive months, then the SO may fill only one unit with another eligible tenant, thus reducing the vacancy rate to 5%.

The Government may agree to permit any Other Eligible Tenant to occupy vacant units if the units are not required by Referral Tenants even though more than 95% of the units are occupied. Tenant lease agreements to Other Eligible Tenants will be limited to a one-year duration or less in the initial Other Eligible Tenant fill.

3.4.2.2.2 **Advertisements**

The SO shall begin advertising for prospective tenants once the Vacancy Rate exceeds 5 percent. The HMO should work with the SO to ensure satisfactory advertisement for prospective tenants is publicized in the local media. When advertisement for 60 days or more fails to produce a sufficient quantity of applicants in categories 1 through 6 as described in Table 7 below, the SO may advertise to category 7 (General Public) with prior written notice to the Government.

**Table 4 – Priority List For Other Eligible Tenants**

<u>OTHER ELIGIBLE TENANTS (listed in descending order of priority)</u>
1. Other Active Duty Military Member/Families, including Unaccompanied Military Members
2. Federal Civil Service Employees
3. Retired Military Members/Families
4. Guard and Reserve Military Members/Families
5. Retired Federal Civil Service
6. DoD Contractor/Permanent Employees (US Citizens)
7. General Public

3.4.2.3 **Housing Unit Offerings**

Units shall be offered not more than 30 days prior to estimated certification of occupancy or within two days after notice of intent to vacate, whichever is applicable. Military members of the appropriate grade on the housing waiting list shall be considered by the SO to fill projected housing vacancies. The SO shall offer the unit to the appropriate grade individual at the top of the waiting list. A military member under obligation to give their current landlord 30 days notice of their intent to vacate shall be allowed to sign a lease with the SO at least 30 days prior to the effective day of the lease. Acceptance or rejection of the SO’s housing unit will be the sole decision of each prospective tenant.

#### 3.4.2.4 **Waiting List Management**

The SO will maintain specific waiting lists by grade/category, bedroom requirement, location preference and type of housing requested. The SO shall refer to AFI 32-6001, Chapter 5, *Housing Applications and Waiting Lists* for additional waiting list management information. The waiting list will be updated bi-weekly and a copy provided to the HMOs weekly for posting. The SO will also post the list at their place of business.

##### 3.4.2.4.1 **Exhausted Waiting List for Referral Tenants**

In the event the waiting list for the desired category has been exhausted, the SO may elect to hold the unit vacant awaiting an appropriate ranking military member, or subject to approval by the Government, offer the unit to a military member from a higher or lower category. However, if this is done and the result is a lease with a member of a different category than originally targeted, the unit-based target rental rate for that unit will be adjusted (up or down) accordingly to match the BAH rate of the member assigned the unit, and the next vacancy from that particular category that was offered the unit will then be filled from the list of the original requirement. Example: If an E-5 is offered an E-6 unit-based house and accepts it, then the E-5 would pay an E-5 “with dependents” BAH rental rate and the next available E-5 house would be offered to an E-6 who would pay a rental rate at the E-6 “with dependents” BAH rental rate to balance the demographic requirements for the project.

##### 3.4.2.4.2 **Assignment to Relieve Hardship**

The Installation Management Review Committee (MRC) or designated representative may approve out-of-turn assignments when hardship conditions exist. If approved, the member is assigned the next uncommitted unit regardless of target category available. If the assignment is out of the member’s target category, then exhausted waiting list rules apply as outlined in Section 3.4.2.4.1.

##### 3.4.2.4.3 **Handicap Accessible Units**

Military members who require handicap accessible units will be assigned such a unit, regardless of target category available. If the assignment is out of the member’s target category, then exhausted waiting list rules apply as outlined herein. If a handicapped accessible unit is occupied by tenants who are not handicapped, they will be required to relocate to another unit at the SO’s expense or another unit will have to be provided that would meet the needs of the handicapped tenant. Non-handicapped tenants shall be notified of the potential relocation at the time of their lease signing.

#### 3.4.2.5 **Vacancy Rates**

Vacancy rates shall be determined by dividing the total number of vacant available units by the total number of available units in the required inventory. A unit shall not be considered available when: (a) it is undergoing change of occupancy, maintenance, or repairs that prohibit occupancy, (b) a new unit does not meet the construction standards contained herein, as determined by the Government, (c) a renovated unit does not meet the construction standards contained herein, (d) it is within 30 days after the issuance of a Certificate of Compliance or equivalent, (e) it is under a signed lease, or (f) it is an unoccupied Key and Essential’s unit.

The Offeror will be expected to report occupancy data to the HMO on a monthly basis using a format similar to an AF Form 1326-Change of Occupancy Record or an automated replacement approved by the Government. The SO may be offered the use of the Air Force's ACES-HM work management system.

Vacant units shall have a rent structure established by the SO, but will not exceed the BAH of any referred accompanied military member unless the military member elects (with Government approval) to rent a unit designated for a higher grade at the unit's associated BAH (except as noted in Section 3.4 herein). Any member who does "rent-up" must sign a statement that they recognize they are renting a unit above their bedroom or size requirement and are paying an amount out-of-pocket for that reason.

#### **3.4.2.6 Change in Tenant Status**

The rent for any housing unit shall be no greater than the BAH for members with dependents of the pay grade designated for the particular unit, minus the utility allowance for such housing unit. In the event of promotion or demotion, the member may request a move to the category of housing which is appropriate for his/her rank; the move would be voluntary and at the member's expense. In the event the member is no longer eligible for housing, the member shall terminate his or her lease with 30-days notice.

Tenants shall notify the SO within 30 days of change in eligibility status (i.e., dependants vacate property, loss of dependants, divorce or separation).

#### **3.4.2.7 Retention and Termination of Assigned Housing**

The Government's intent is that eligible members keep privatized housing for the duration of their tour at the installation unless there are reasons which justify reassignment, retention or termination. Requests for retention are submitted to the Installation MRC or designee for approval or disapproval. The SO should refer to AFI 32-6001, Chapter 7, *Retention and Termination* for additional retention and termination guidance.

Under normal circumstances, the eligible member will still be receiving BAH and retention of units actions will be transparent to the SO. There are circumstances under which retention of units will be approved and the eligible member will not be entitled to BAH. Under these circumstances, the eligible member will be required to pay a rental charge directly to the SO. The rental charge will equal the rental rate that the eligible member was paying before the action that made him or her ineligible for BAH.

Military members may voluntarily terminate privatized housing for personal reasons after fulfillment of the mandatory one-year tenancy. After the one-year tenancy, eligible members' leases will revert to a month-to-month lease.

#### **3.4.2.8 Tenant Lease**

The Tenant Lease shall include provisions for: change of occupancy cleaning; pets; in-home child care and other business operations; facility modifications by tenant; tenant regulations regarding use, storage, and disposal of environmentally hazardous materials; tenant leases/eviction/dispute resolutions in accordance with the laws of the State of Some State; termination of the tenant lease agreement upon barment of a tenant or tenant family member from the Installation (applicable during the term of the project); military clause; itemization of fees and charges (if any) which may be imposed upon a tenant and the purpose for such; and changes in dependent or marital status. A

list of clauses to be included in the tenant lease is attached as Mandatory Tenant Lease Clauses (Appendix W).

**3.4.2.9 Social Visits**

By Government standards, units are classified as single-family dwellings; therefore, occupancy by more than one family is not authorized. Dependents, as defined in AFI 32-6001 or its successor are not social visitors, regardless of the period of stay. Any exceptions are to be approved by the MRC.

Social visits by military personnel and civilian employees assigned to Some Other AFB or Some Field and residing outside the commuting area are limited to 30 days. Social visits by civilians residing within the commuting area are limited to no more than two days.

**3.4.2.10 Tenant Application and Vacating Procedures**

Offerors shall develop a tenant application, check-in and vacating procedures, and related forms.

The Successful Offeror shall not assess damages to occupants vacating units unless a baseline condition assessment was held at the time of signing of the lease and at the time of vacating the unit. Similarly, the Successful Offeror shall not assess damages to occupants vacating units if the damages would otherwise be repaired or replaced through a scheduled renovation or replacement prior to occupancy by another tenant.

**3.4.2.11 Tenant’s Renters Insurance**

At the time of the execution of the Tenant Lease, the Successful Offeror shall advise the Tenant in writing and the Tenant shall acknowledge that neither the Government nor the Successful Offeror insures the personal property and leasehold improvements of the Tenant and that it is the sole responsibility of the Tenant to apply for and maintain at all times renter’s insurance. At the same time the Successful Offeror shall at its sole cost and expense make available to the Tenant, upon application of the Tenant and acceptance by an insurer, at the time of the execution of its Lease application, a \$250.00 deductible all-risks property and casualty insurance policy in an amount of not less than coverage afforded residents of Military Family Housing under the Military Personnel and Civilian Employees Claims Act, 31 U.S.C., Section 3721, including theft coverage, written at replacement cost value and with replacement cost endorsement, covering the Tenant’s personal property in the Premises including, without limitation, any property removable by Tenant under the provisions of this Lease and all leasehold improvements installed in the Premises by or on behalf of Tenant. The Successful Offeror shall not be responsible for providing supplemental coverage or costs for coverage provided by a different policy.

**3.4.3 Rental Rate Management Plan**

Offerors shall establish a Rental Rate Management Plan which shall include, but not be limited to, the requirements of this section.

**3.4.3.1 Rental Rates for Referred Accompanied Active Duty Military Tenants**

Unit rents will be fixed by unit type and shall not exceed the BAH “with dependent” rate of the military grade for which the particular unit was designated less a utility allowance as defined herein (unless otherwise approved by the Government in accordance with Section 3.4 herein). Offeror shall develop a Rental Rates Schedule based on the number of units, grades, and unit types found in **Error! Reference source not found.** Rents shall include water, sewer, refuse collection, ground maintenance for

common areas, and operations and maintenance of the project. BAH is paid in arrears; therefore, rent will be paid in arrears. Utility meters will be installed on a unit within 12 months of closing, upon completion of new construction, or upon completion of renovation, whichever is later. Once utilities are metered, the SO will collect utility statistics for a five-year running average and use the historical information to determine the utility allowance for each unit type. The SO will pay all member utilities until such time that utility meters are installed on each housing unit and the five-year running average is computed. While the SO is paying all the utility costs, the member will surrender his or her entire BAH to the SO. In these cases, rent shall not exceed BAH. The SO shall grandfather current occupants from paying out-of-pocket expenses for residing in a unit targeted for a higher grade (e.g., an E-5 living in an E-6 unit).

#### **3.4.3.2 Rental Rates for Other Eligible Tenants**

The SO will charge the unrestricted BAH “with dependent” rate to active military members identified in Table 4 – Priority List For Other Eligible Tenants and may charge unrestricted rent to Other Eligible Tenants who are not active military members. However, at no time shall rent be lower than that charged to accompanied active duty Referral Tenants for that unit.

#### **3.4.3.3 Requirements for Designated Quarters**

Incumbents of certain key and essential positions are required to reside in specific privatized housing quarters (“designated quarters”) as a matter of military necessity or as a condition of employment. The positions are identified by the Government and usually include Special Command Positions (SCP) and Command Positions.

The SO shall provide for the following individuals to occupy designated quarters subject to the Government’s prior written approval:

**Table 5 – Designated Quarters Assignments**

LOCATION	CURRENT DESIGNATED QUARTERS	CURRENT DESIGNATION	#	FUTURE DESIGNATION	FUTURE LOCATION	RENOVATION / CONSTRUCT	#
Some Other	25-29 Georgia	SOQ	5	SOQ	Parcel B or D	New Construct	5
Some Other	102-108 Palm	SOQ	4	K&E SOQ	Parcel B or D	New Construct	4
Some Other	714-716 Osceola	SOQ	2	K&E SOQ	Osceola Cir	New Construct	2
Some Other	1556 Camp Pinchot	AAC/CV	1	AAC/CV	Osceola Cir	New Construct	1
Some Other	1559 Camp Pinchot	AAC/CC	1	AAC/CC	Parcel F	New Construct	1
Some Other	718 Osceola	46 TW/CC	1	46TW/CC	Osceola Cir	New Construct	1
Some Other	720 Osceola	53 WG/CC	1	53WG/CC	Osceola Cir	New Construct	1
Some Other	722 Osceola	96 ABW/CC	1	96ABW/CC (IC)	Osceola Cir	New Construct	1
Some Other	724 Osceola	33 FW/CC	1	33FW/CC	Osceola Cir	New Construct	1
<b>Some Other Total</b>			<b>17</b>				<b>17</b>
Some Field	54 Hume	AFSOC/CC (SCP)	1	AFSOC/CV	Soundside	As –Is	1
Some Field	52 Hume	AFSOC/CV	1	GOQ	Soundside	New Construct	1
Some Field	50 Hume	AFSOC/DO	1	GOQ	Soundside	New Construct	1
Some Field	Future GOQ	N/A	0	AFSOC/CC (SCP)	Soundside	New Construct	1
Some Field	51 Hume	16 MSG/CC	1	K&E SOQ	Soundside	As-Is	1
Some Field	49 Hume	505 CCW/CC	1	K&E SOQ	Soundside	New Construct	1
Some Field	48 Hume	16 OG/CC	1	K&E SOQ	Soundside	New Construct	1
Some Field	47 Hume	AFSOC/CE	1	K&E SOQ	Soundside	New Construct	1
Some Field	46 Hume	16 MXG/CC	1	K&E SOQ	Soundside	New Construct	1
Some Field	45 Hume	823 RHS/CC	1	K&E SOQ	Soundside	New Construct	1
Some Field	44 Hume	16 SOW/CC	1	16 SOW/CC	Soundside	Renovate	1
Some Field	43 Hume	16 MDG/CC	1	K&E SOQ	Soundside	As-Is	1
Some Field	42 Hume	16 SOW/CV	1	505 CCW/CC	Soundside	As-Is	1
Some Field	Future SOQ	N/A	0	K&E SOQ	Soundside	New Construct	1
Some Field	23 Lewis	16 CES/CC	1	AFSOC/CCC	Soundside	Renovate	1
<b>Some Field Total</b>			<b>13</b>				<b>15</b>

#### 3.4.3.4 Requirements for Key and Essential Personnel

There are 52 Key and Essential Personnel, of which 32 personnel are assigned to designated quarters.

The Installation MRC determines which positions are considered Key and Essential and identifies them in a base supplement to AFI 32-6001, *Family Housing Management*. Specific units are not designated for Key and Essential positions. However, as determined by the Installation MRC, certain areas or groups of houses may be reserved

for specific Key and Essential Personnel. Units in these areas should not be held vacant for greater than ninety (90) days awaiting the arrival of Key and Essential Personnel. Key and Essential Personnel who do not have a unit available to them upon arrival to the base move to the top of the appropriate waiting list. The SO should refer to AFI 32-6001, Chapter 3, Housing Requirements for Designated Positions and Key and Essential Personnel for additional guidance.

When members are assigned to Special Command, Command, or Key and Essential Positions and are single or not accompanied by family members, and there are no other on-base facilities (i.e., Visiting Officer Quarters (VOQ) or Unaccompanied Officer Quarters (UOQ)), they may be assigned privatized family housing suitable for their rank and position. Approximately 10% of the identified positions and personnel may be single or not accompanied by family members. In the event these members receive BAH at the "without dependents" rate or are not accompanied by dependents, then the members shall pay rent at the BAH "without dependents" rate. The SO shall accept rent at the "without dependent" rate BAH less a utility allowance.

#### **3.4.3.5 General Officer Quarters (GOQ) and Special Command Positions (SCP)**

Projects may contain designated units as GOQs and SCPs. GOQs and SCPs receive close scrutiny from both the private and public sectors, with special congressional interest. GOQs follow the same assignment and vacancy criteria described in the Requirements for Designated Positions and Key and Essential Personnel section above.

If required, the Government may authorize and fund permanently installed or removable communication and antiterrorism/force protection requirements in the development in addition to what has been identified in the project documents. Please refer to Section 3.3.5.2.3 for all GOQ requirements.

#### **3.4.3.6 Utility Allowance**

The utility allowance is intended to enable occupants to pay the cost of utilities, both electricity and natural gas, directly to the utility providers. The SO shall pay for water, sewer, and refuse collection. The monthly utility allowance is calculated as 110% of estimated average utility consumption multiplied by actual utility rates. Offerors shall compute estimated average utility consumption for each unit type. Offerors shall propose these calculations in detail for evaluation by the Government.

#### **3.4.3.7 Rent and Utility Allowance Changes**

The Government's intention is that an individual tenant's rent should only change once a year when his or her lease is renewed. The SO shall incorporate provisions into the lease to ensure a single, annual rent adjustment due to changes in BAH and utility allowances. Upon the annual changes in the BAH, each tenant will be responsible for contacting his or her local military pay office to change his or her allotment. All changes in rent and utility allowances are subject to the Government's prior written approval. The Some Field and Some Other AFB HMO will provide an annual list of military members with their appropriate ranks to the SO.

BAH Changes. The Government generally publishes these changes in December or early January of each year.

Utility Allowance Changes. The SO shall submit to the Government its calculations for the monthly utility allowance for each unit type for Government approval by the first of December each year. For example, the consumption provided on December 1, 2001,

and the utility rates in effect on December 1, 2001, shall be used to set the utility allowance for 2002. For the first five years after the construction or renovation of a unit, the SO shall utilize the calculations and supporting documents from the following Web site: <http://www.homeenergysaver.lbl.gov> to determine the consumption. For the sixth year and all subsequent years, the consumption will be determined by the previous five-year moving average annual consumption. The estimated consumption component of the utility allowance can also change when any of the following occur:

- Major renovations
- Energy saving devices and/or appliances are installed, removed, or otherwise affected
- Average actual annual consumption for any unit type is 15% greater or less than the estimated annual consumption for that unit type.

#### **3.4.3.8 Utility Rate Spikes**

The SO shall include payment plans for certain increases in the utility costs (“Additional Utility Costs”) for electricity, water, sewer, natural gas, and steam heat (the “Applicable Utilities”) as a direct result of a utility rate increase with respect to the Applicable Utilities, or the aggregate rates for such Applicable Utilities for the applicable year has increased by an amount in excess of the percentage increase in the BAH.

#### **3.4.3.9 Rates for Government Supplied Utilities**

If the Government furnishes utilities, all tenants will be charged the non-DoD non-federal rate. Current utility rates are included in Utility Sales Rates (Appendix E). In this instance, the SO shall read utility meters and bill tenants directly. The SO shall pay a single bill to the Government monthly.

Electricity and gas will be charged at non-DoD non-federal rates. The water and sewer service will be billed on an estimated share basis, or a metered basis where available, at the non-DoD non-federal rate. The SO will pay the non-DoD non-federal rate for all utilities that are used in shops, offices, empty units, etc.

#### **3.4.3.10 Tenant Security Deposits**

No tenant security or pet deposits from Referral Tenants will be permitted. The SO may require security deposits and/or fees from Other Eligible Tenants for damage, cleaning, and pets, provided that the total of the deposits and fees shall not exceed the monthly rent in effect at the time the Tenant Lease is signed. All fees and deposits must be disclosed to the Government. Retention of tenant deposits and notices relating to them must comply with local and state laws.

### **3.4.4 Facilities Maintenance Plan**

Offeror shall establish a Facilities Maintenance Plan for the housing units and other facilities (including all common grounds, units, and support facilities). The SO shall maintain housing in such a manner that the development will prove attractive to military members and their families and ensure high occupancy rates over the term of the project. The following types of maintenance are the minimum that shall be addressed in the Offerors’ Facilities Maintenance Plan:

- Service Response (Emergency, Urgent, and Routine)
- Nationally certified or accredited management staff, in addition to certified property manager
- Preventive Maintenance and Repair

- Change of Occupancy Maintenance (COM)
- GOQ Maintenance
- Vacant Units Maintenance and Repair
- Infrastructure (Streets and Utilities) Maintenance and Repair
- Grounds Maintenance (individual yards, common and recreational areas)
- Tree and shrub maintenance at units (foundation plantings) and common areas (including tree trimming, dead tree/plant replacement)
- Curbside Refuse Collection, Bulk Trash (Christmas trees, etc.) Collection, and Recycling
- Entomology and Pest Control
- Lockout and Key Services
- Safety and Security
- Personnel (Property Manager and On-call Emergency personnel and plan)
- Quality Control (procedures and customer feedback)
- RV and Boat Storage operating and maintenance.

**3.4.4.1 Desired Facility Maintenance Features**

Desired features listed below are in descending order of importance.

- Limited self-help services (i.e. A/C filters, household pest control products, carpet cleaners, specialty light bulbs, lawn fertilizers and insecticides, etc.)

**3.4.4.2 Maintenance Management**

The Plan shall provide a local maintenance manager responsible for work performance. The maintenance manager or alternate shall be available by telephone Monday-Sunday between the hours of 6:00 a.m. and 6:00 p.m. The maintenance manager shall have at least three (3) years of multifamily development maintenance management experience.

**3.4.4.3 Quality Control**

Offerors shall include quality control provisions for evaluation and review. The provisions shall include, but not be limited to, a description of the inspection system to cover all maintenance services, frequency of inspections, control procedures, and methods for identifying and preventing defects in the quality of service performed. The provisions shall also describe the type of records to be maintained for document inspections and corrective or preventive actions and proposed maximum response times and completion goals for each maintenance area.

**3.4.4.4 Service Responses**

The SO shall be available to respond to service calls during the hours indicated below in Table 9. Service responses by category are shown in Table 10 below. All GOQ service calls are to be considered Emergency.

**3.4.4.4.1 Emergency Service**

Emergency service shall consist of correcting failures or deficiencies that constitute an immediate danger or health hazard to occupants or threaten severe property damage. If the breakdown, stoppage, or loss of a critical system or equipment may endanger life or property, a highest priority response shall be assigned to the problem. Examples of emergency service

calls include, but are not limited to, breaks in water, wastewater, or natural gas lines, natural gas leaks, equipment failures, utility outages, power outages, bare wire shorts, broken windows, roof leaks threatening major loss or electrical failure, stopped toilet (units with one toilet) and doors and windows that cannot be secured. *Some other examples include providing generator support during power outages for goldfish tanks, response to interior flooding once residents leave the house with water running, and painting the grass green for AFCEE portfolio management site visits.* Emergency responses may be downgraded after an initial response mitigates the immediate hazard and the threat to life, health, or safety.

3.4.4.4.2 **Urgent Service**

Urgent service calls shall consist of correcting failures that do not immediately endanger the occupants or threaten damage to property, but that would soon inconvenience and affect the health and well-being of the occupants.

3.4.4.4.3 **Routine Service**

Routine service includes maintenance or repair actions that do not meet the criteria of an emergency or urgent service call.

**Table 6 – Service Responses – Hours of Operation**

CATEGORY	AVAILABILITY
Emergency Service	7 days a week, 24 hours a day
Urgent Service	7 days a week, 12 hours a day, between 6 a.m. and 6 p.m.
Routine Service	Monday – Friday, 12 hours a day between 6 a.m. and 6 p.m.

**Table 7 – Service Responses – Response and Completion Times**

CATEGORY	RESPONSE TIMES (a)	COMPLETION TIMES
Emergency Service	One Hour	One Day
Urgent Service	24 Hours	5 Days
Routine Service	5 Calendar Days	15 Calendar Days
(a) Response time includes contacting resident, appraising the problem, and scheduling a solution.		

3.4.4.5 **Recurring and Preventive Maintenance and Replacement**

The SO shall accomplish recurring and preventive maintenance and replacement on all development assets to ensure that the development remains attractive and functionally sound throughout the term of the project. The SO shall perform maintenance, repair work, and cleaning to meet commercial standards and manufacturers’ written recommendations; and conform to applicable federal, state, and local codes and standards.

#### 3.4.4.6 **Change-of-Occupancy Maintenance (COM)**

The SO shall provide COM on housing units to repair any damaged or inoperable components, to ensure all components are in good working order, and to ensure units are aesthetically pleasing and clean. During change of occupancy, the SO shall ensure all equipment is in proper working order, paint interior and exterior of units where necessary, replace damaged floor covering, and ensure complete cleaning. The Government shall review and approve COM standards prior to implementation by the SO.

#### 3.4.4.7 **GOQ Maintenance**

Maintenance of GOQs is an area of significant concern for the United States Air Force. The Air Force requires that every government-owned GOQ in the active inventory report their maintenance, repair, and minor alteration costs on a quarterly and annual basis. Statutory constraints require that any expenditures exceeding \$35,000 per year be reported to the Congress.

For privatized GOQs these statutory requirements do not apply; however, the SO shall follow a “prudent landlord” concept, accomplishing work to keep the units comfortable and protect the significant investment in these homes. The SO shall prepare a GOQ appendix to the Capital Repair and Replacement Plan that details all programmed maintenance repair, service, and minor alteration requirements as described in the Individual Facility Profile (IFP). The IFP will be available for review at the Installation. Upon the completion of any program work during the annual execution of the Capital Repair and Replacement Plan, the SO shall validate the program and actual costs and report any cost overruns to the HMO. The HMO shall provide formats associated with cost reporting and validation.

For those costs not associated with the Capital Repair and Replacement Plan the SO will follow approval levels set forth in AFI 32-600X, *Privatized Housing*, and its successor publications. The SO will not start any work associated with GOQs until he or she receives written approval from the HMO.

The SO is responsible for monitoring costs and providing quarterly reports on expenditures covered under Section 3.0.

#### 3.4.5 **Capital Repair and Replacement Plan**

The Offeror shall establish a Capital Repair and Replacement Plan for long-term major repair and replacement requirements to ensure the site development and housing are maintained in quality condition throughout the duration of the agreement. This plan shall include, but not be limited to, site conditions such as pavement repair, utility upgrades (utility components owned and operated by the SO), landscaping improvements, and recreational equipment. It shall also include repair and replacement of housing unit components or systems such as roofing, equipment, and interior upgrades. The Offeror shall demonstrate that the Capital Repair and Replacement Plan is in accordance with guidelines from the current National Association of Home Builders (NAHB) Housing Facts, Figures, and Trends publication, manufacturers’ recommendations, other recognized industry standards, or other federal, state, or local codes and standards. The plan shall be supported with funds from the Replacement Reserve Account.

#### 3.4.6 **Reinvestment Plan**

The SO shall provide a Reinvestment Plan that will protect and enhance the Property through reinvestment in the Property in the form of quality-of-life improvements which will directly benefit the property residents. It shall ensure the development continues to meet prevailing

market standards for similar housing developments while continuing to provide safe, quality, affordable, well-maintained housing in a community where military families will choose to live. It shall also provide for approved minor alterations, services, and improvements for all quarters. The plan shall be fully supported with funds from the Reinvestment Account. The Offeror shall fully describe the cost and scope of the proposed reinvestment and shall declare a fixed ceiling percentage of profit on the execution of all Reinvestment Plan-related work.

#### **3.4.7 Desired Property Management Features**

Desired features listed below are in descending order of importance.

- Complete move-in package that explains housing policies, provides guidance on Southern plants/lawn maintenance, insect/pest control, recycling, and includes other property management details.
- Scheduling of routine service call maintenance after normal duty hours to accommodate occupant's work schedule
- Website for the purpose of accessing waiting lists, tenants submitting work requests, and tenant newsletters, etc.
- Periodic entomology treatments for units.

#### **3.4.8 Municipal Services To Be Provided By The Government**

The Government will provide fire, force protection, and other emergency services to housing located within the Some Other Reservation under proprietary or exclusive federal jurisdiction. Level of service will include emergency services, force protection, and preventative maintenance support. The SO will reflect these costs in his operating budget and will reimburse the Installation's service agency for all actual costs incurred for this level of service. One hundred and twenty days prior to the start of the project fiscal year, the Government will provide an annual estimate for the aforementioned services and will validate the actual charges versus the estimate. The Government's current annual estimate for the aforementioned services is \$74 per unit. Payment for fire and police protection services will be made on a monthly basis, within 30 days after receiving billing from the Government.

State, county, and local law enforcement agencies may enter proprietary jurisdiction portions of the development, as well as any other portions of the development should they become in the future, areas of proprietary or concurrent jurisdiction, for the purpose of enforcing state, county and local laws or providing emergency assistance.

#### **3.4.9 Tenant Contracted Grounds Maintenance**

GOQ and SOQ tenants shall be permitted to contract for inmate workers to perform grounds maintenance consistent with current practices, laws and applicable regulations or policies.

#### **3.4.10 RV Storage Lot**

The SO shall operate and maintain the RV and Boat Storage Lots in Parcel B and J. The SO shall develop, operate and maintain a RV and Boat Storage Lot in Parcel G.

### **3.5 ENVIRONMENTAL COMPLIANCE**

The SO shall comply with applicable federal, state, and local environmental laws and regulations. The SO shall reimburse the Government for any civil or criminal fines or penalties levied against the Government for any environmental, safety, and occupational health infractions caused by activities of the SO and/or parties associated with the SO. Additionally, the SO shall reimburse the Government for the cost of any environmental restoration undertaken by the Government to clean up releases caused by the activities of the Offeror and/or any parties associated with the SO. The SO shall provide a narrative disclosing if any

parties associated with SO's proposal have received a fine or notice of violation (NOV) from any local, state, or federal environmental agency (for any family housing development project). If fines or NOVs have been received, the SO shall provide copies of official notices, descriptions of corrective actions taken, and proof of payment, waiver, or withdrawal of fine and satisfactory compliance. The SO may aid in the coordination with appropriate Tribal Groups as identified in Technical References (Appendix F).

The Range Safety Operations Office has no Unexploded Ordinance (UXO) concerns for the Military Family Housing areas included in this transaction.

The SO shall be required to comply with any mitigations or management requirements described in the Government's signed Record of Decision, which shall be prepared by the Government in compliance with the National Environmental Policy Act (42 USC 4321 et seq; 40 CFR 1500.1 et seq). Records of the SO's compliance shall be made available to the Government at the Government's request.

### **3.5.1 Asbestos Containing Material (ACM)**

The SO is responsible for inquiring as to whether the Government has records of the location, type, quantity, and characteristics of asbestos in any family housing unit or other leased structures prior to renovation, maintenance, repairs, or construction that may disturb suspect materials. If the Government does not have adequate records to substantiate the status or presence of ACM, the SO is required to obtain the necessary confirmatory samples and obtain analysis by a State of Some State certified laboratory for the analysis of bulk materials for asbestos. The Government shall not be responsible for any handling, removal or containment of asbestos or ACM, or to the extent consistent with applicable law, for any liability related thereto. The SO will perform any and all asbestos work in accordance with all applicable laws. SO personnel will be trained and certified as required in accordance with the State of Some State's asbestos administrative code. The SO shall be responsible for removal and disposal of all ACM in the improvements on the Leased Premises and shall incorporate an asbestos disposal plan in the plans for demolition of the improvements to be submitted to the MRC in accordance with Condition 17 of the Lease of Property in Appendix U. The asbestos disposal plan will identify the proposed disposal site for the asbestos. Removal and disposal of ACM must be carried out in strict compliance with all applicable federal, state, and local laws, rules, regulations, and standards.

### **3.5.2 Lead Based Paint (LBP)**

The SO is responsible for inquiring as to whether the Government has records of the location of LBP in any family housing unit or other structure prior to start of work which might disturb such materials. For these purposes, LBP has the same definition as that used in lead-based paint regulations issued by the United States Departments of Housing and Urban Development (HUD) at 24 CFR Part 35 (the "HUD regulations"). If the Government does not have adequate records to substantiate the status or presence of LBP, the SO is required to perform the necessary sampling and analysis in accordance with applicable law. In its management of housing units, the SO shall comply with the HUD regulations, including but not limited to the required actions set forth in Subpart C, for caring for and maintaining existing lead-based paint in housing. The SO shall abate LBP at the point of a change of occupancy, if there is one, or if there is no change in occupancy, before the scheduled renovation or demolition, or earlier. This is critical to protect the health and safety of residents in those occupied units that have not yet been demolished or renovated. The SO will treat all residents as if they were tenants for the purposes of 40 C.F.R. Section 745. For example, the SO will provide the "Protect Your Family from Lead in Your Home" pamphlet (available from the Environmental Protection Agency) to any residents still living in homes with LBP.

**3.5.3 Radon**

The SO will take all necessary measures consistent with the Air Force Radon Assessment and Management Program (RAMP) to ensure that levels of radon within all housing units are lower than the Air Force action level of 3.7 Pico curies per liter. The SO will plan prudent radon reduction measures consistent with the latest building practices for all new construction and renovation.

**3.5.4 Underground Storage Tanks (USTs)**

The SO is responsible to inquire whether the Government has Environmental Baseline Survey (EBS) records of the location and the number of unregulated heating-oil USTs located in the Leased Premises. Should unregulated heating-oil USTs be located such that demolition, renovation, new construction, grading, excavating, land improvements, or other site construction activities will disturb such items, then the SO shall be responsible for removing the USTs prior to construction activities, beginning in the immediate area where the USTs will be disturbed. Any soil contamination testing associated with the tanks, and any remediation of any underlying petroleum-contaminated soil found, shall be the responsibility of the Government. All workers shall be briefed by the SO on the potential presence of petroleum-contaminated soil.

A draft Environmental Baseline Survey (EBS) by Science Applications International Corporation states, "There is a single UST located at the Cherokee Elementary School (2580 Gaffney Road). The school is located approximately 100 yards from the Ben's Lake housing area. This 3,000-gallon UST is used to store heating oil. No spills/releases have been reported for this tank (EDR, 2003)".

**3.5.5 Soil**

If requisite Environmental Baseline Survey (EBS) indicates that the soil under and immediately surrounding the existing housing units may contain both chlordane (a termiticide) and lead (from lead-based paint), the SO will take care during demolition and renovation to disturb as little of this soil as possible. Of particular concern are earthmoving activities such as grading or leveling. The SO shall not remove any soil from the site without appropriate environmental testing and written consent from the Installation MRC. Prior to occupancy of renovated or newly constructed housing where soil was disturbed, the SO will be responsible for having a competent risk assessor carry out a representative sampling of soil immediately surrounding the housing, gardens, and likely children's play areas. If the results exceed screening values of 1.6 mg/kg for Chlordane, and 1.6 mg/kg for Lead, the SO will conduct a complete risk assessment. The results of screening sampling or a risk assessment will be provided to the Government for approval prior to occupancy. Because the proposed action involves the disturbance of soil in this parcel of land, the SO shall brief all workers on the potential presence of chlorinated pesticides and lead. The SO shall review state and local standards and screening values, and if such standards and values are more stringent, then the SO shall adhere to the more stringent standards and values. Refer to Environmental Baseline Survey (EBS) in Exhibit D of Appendix U.

According to the draft Environmental Baseline Survey (EBS) completed in August 2003 by the Science Applications International Corporation, "Sampling (air, water, soil, etc.) was not conducted as part of the EBS. Refer to Environmental Baseline Survey (EBS) in Exhibit D of Appendix U.

**3.5.6 Water and Wetlands**

The SO shall comply with applicable federal, state and local environmental laws and regulations with respect to water and wetlands.

**3.5.7 Air**

The SO shall comply with best management practices for the control of emissions of fugitive particulate matter (dust) during all demolition and construction activities, in accordance with Some State Administrative Code 62-296.