

# **United States Air Force, Utilities Privatization**

**Template for**

**Sole Source Solicitations (Regulated Utilities)**

**Request for Proposal (RFP)**

**March 2004**

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## SECTION B

# SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 Scope and Purpose

### B.1.1 General

The Government is requesting a proposal for the purpose of selling the utility system located on **(insert installation)**. Concurrent with the sale of the utility system, the Government will acquire utility service to replace the service currently provided by the Government. The sale of the utility system and the acquisition of utility service are both subject to terms and conditions provided in this Request for Proposal (RFP).

### B.1.2 Statutory Directive

The sale of the utility system is authorized by and conducted under 10 USC § 2688. The sale of the utility system is not an acquisition and therefore is not subject to the FAR and its supplements. A copy of 10 USC § 2688 is provided as Attachment J44 to this RFP. The acquisition of utility service is an acquisition and will be governed by the FAR and its supplements.

### B.1.3 Program Goal

The desired goal of this sale is to transfer all right, title, and interest of the United States in and to the utility system on **(insert installation)**. Consequently, the United States will retain no reversionary interests in the utility system sold. The sale will be documented by the Bill of Sale, see Attachment J42 to this RFP. The utility system being sold includes all equipment, fixtures, structures, and other improvements used in connection with the utility system which will be more specifically described in Exhibit A of the Bill of Sale. The divestiture will not include the real property upon, under, or around the utility system. *[NOTE: it will in the case of wastewater treatment plants, and possibly water treatment plants]* The utility system being sold is as identified in the Bill of Sale and does not include any other property. In addition to the sale of the utility system identified in the Bill of Sale, the Government will also acquire utility service. The Contractor shall furnish all necessary labor, management, supervision, permits, equipment, supplies, materials, transportation, and any other incidental services for the complete ownership, operation, maintenance, repair, upgrades, and improvements to this utility system. The Contractor will provide these services in accordance with all terms, conditions, and special contract requirements, specifications, attachments, and drawings contained in this solicitation or incorporated by reference.

### B.1.4 Notices and Reservations

**B.1.4.1** The Government will only acquire utility service if it sells the utility system. It can only sell the utility system if it determines that (1) the long-term economic benefit of the conveyance to the United States exceeds the long-term economic cost of the conveyance to the United States, and (2) the conveyance will reduce the long-term costs of the United States for utility service

provided by the utility system concerned. Award, if at all, will only be made by the duly authorized execution of the utility service contract and the Bill of Sale.

**B.1.4.2** The sale of the utility system is not governed by the FAR, the Federal Property and Administrative Services Act of 1949, or any of their implementing regulations. The Government may choose to adopt and adapt for use in the sale the processes and methods typically used in those laws and regulations, but by doing so is not thereby subjecting the sale to those laws and regulations.

**B.1.4.3** The solicitation and any resulting contract will be for a period of 50 years, commencing with the date of award, unless the Government terminates said contract. If the Government terminates the contract, whether for convenience or default, the appropriate FAR termination clause will apply.

**B.1.4.4** The Government reserves the right to make no award.

**SCHEDULE B-1**

**Utility Service Payment by the Government**

_____ (Installation Name)		
<b>CLIN:</b> _____	<b>Utility System:</b> _____	
<b>Sub-CLINs</b>	<b>Supplies/Services</b>	<b>Monthly Rate</b>
AA	Applicable Tariff	\$_____
AB	Purchase Price (either expressed as a Monthly Credit for a specified number of months, or as a lump sum) \$_____ Monthly Credit for _____ # months or Lump Sum of \$_____	
AC	Transition Period; Proposed Length _____	\$_____

**Schedule B-2 – Initial Capital Upgrades and Replacements / Connection Charges**

Project Description	Estimated Completion	Cost

## Section C

# Description/Specifications/Work Statement

## C.1 Precedence

Utilities Privatization includes two documents: (1) the terms and condition of the contract that also addresses the terms of the Right of Access; and, (2) the Bill of Sale. The Bill of Sale is not part of the contract, but instead is a document that transfers ownership of the system. The Bill of Sale will be executed if the utilities privatization solicitation results in a contract in accordance with the terms and conditions of this RFP. Also see FAR clause 52.215-8, Order of Precedence -- Uniform Contract Format.

## C.2 General

### C.2.1 Regulated Utility Provider

The Government is seeking a regulated utility provider to assume ownership of its utility system and provide utility service. This utility service shall be consistent with service provided to similar customers.

### C.2.2 Utility Systems

An attachment is included in Section J and is herein referred to as a utility-specific attachment, and provides details for the utility system and requirements.

### C.2.3 Current Service Arrangement

The Installation currently uses government-owned facilities to provide utility service. The utility-specific attachment (Section J) describes the current service arrangement for the service and defines specific requirements.

## C.3 Requirement

### C.3.1 Utility Service Requirement

Subject to the terms and conditions hereinafter set forth, the Contractor shall furnish all facilities, labor, materials, tools, and equipment necessary to provide the services required to operate and maintain the utility system serving the installation consistent with the operation and maintenance of Contractor's regulated utility system.

The Contractor shall obtain and maintain current any and all licenses, permits, or certifications necessary to own, maintain, and operate its utility system. Access to its utility system will be as specified in paragraph C.6, *Access to the Utility System*.

### C.3.2 Performance Standards

The Contractor shall perform its contract services in accordance with all applicable federal, state, interstate, and local laws/regulations, and the most current version of any base-specific requirements defined in the utility-specific attachment (Section J), such as digging permits, master plans, architectural standards, etc.

### **C.3.3 Sub-Metering**

The Contractor shall be responsible for reading, maintaining, and calibrating all sub-meters on the privatized utility system(s), including those additional meters identified in the utility-specific attachment (Section J) to be installed by the Contractor. Those additional sub-meters shall be installed within the transition period defined in paragraph C.11.1. The Government will use sub-meters for internal installation billing purposes and for commodity management and energy conservation purposes.

Meter reading reports shall be submitted to the recipient identified in the utility-specific attachment (Section J).

All costs for providing, installing, reading, reporting, and maintaining the meters shall be the responsibility of the Contractor. Contractors are encouraged to incorporate remote meter reading technology. Meter reading and reporting costs that are significantly higher than those originally estimated, due to changing Government requirements, shall entitle the Contractor to equitable adjustment under the Changes Clause (52.243-1, Alt 1). A regulated utility Contractor providing service under standard regulated service rates or tariffs shall not be required to provide meter readings under such rates or tariffs if to do so would be inconsistent with the Contractor's standard method of service.

### **C.3.4 Energy Efficiencies and Conservation**

The Contractor shall strive to provide energy-efficient systems consistent with his normal practices.

### **C.3.5 Commodity Supply**

Commodity supply may or may not be included in this contract. The Government retains the right to procure or supply the commodity that will be transported on the system covered by this contract from any source.

## **C.4 Service Area**

The service area is defined as all areas within the Government installation boundaries and any other facilities and property boundaries under the control of the Installation as defined in the utility-specific attachment (Section J). Within the service area and upon the Government's request, the Contractor shall provide utility service to all existing and new customers. At any time, by written order, the Administrative Contracting Officer may designate any location within the service area where utility service under this contract shall commence or be discontinued. Any cost of adding or deleting additional service points shall be billed in accordance with applicable PUC regulations.

## **C.5 Utility System Ownership, Employees, and Security**

### **C.5.1 Utility System Ownership**

#### **C.5.1.1 Utility System**

A general description of the utility system assets to be transferred is included in the utility-specific attachment (Section J). Prior to the transfer of title, such facilities shall continue to be owned by the Government. Transfer of title shall be accomplished by Bill of Sale. The Bill of Sale shall provide the complete list of all assets to be sold.

A Bill of Sale is provided in Section J (Attachment J42). The parties shall prepare and execute such additional documents as may be necessary to implement the ownership transfer.

#### **C.5.1.2 Tools, Vehicles, and Equipment**

Unless listed in the final Bill of Sale, government-owned tools, vehicles, and equipment that are not a physical part of the utility system and are used by the Government for system operations and maintenance will remain the property of the Government.

#### **C.5.1.3 Contractor Facilities on the Installation**

New construction or remodeling existing facilities shall comply with the Installation's architectural standards.

#### **C.5.1.4 Air Force Property**

The Government may have property and equipment installed on or attached to poles, conduits, pipes, duct banks, towers, buildings, and other portions of the utility systems to be transferred. The Government reserves the right to continue to use the property to be transferred for this purpose, to enter on the transferred property to maintain, repair, operate, upgrade, and replace its property and equipment, and to install new property and equipment

Attachment fees shall not apply. However, costs of any make-ready work related to safety requirements may be recovered under the contract. All attachments will be coordinated with the contractor prior to incorporating attachments.

Utility poles, buried conduits, pipes, tubes, wires, and other utility systems and pieces of equipment on the Installation may be the property of a non-federal entity. In that case, use of those poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment will be subject to separate agreement between the Contractor and the owner of the poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment. Access will still be governed by this Contract, but may also be subject to conditions, including payment of a fee, required by the owner of the poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment.

#### **C.5.1.5 Liens And Mortgages**

The Contractor shall not engage in any financing or other transaction creating any mortgage upon any government property, place or suffer to be placed upon government property any lien or other encumbrance, or suffer any levy or attachment to be made on the contractor's interest in this right of access on government property. For the purposes of the clause, property shall include but not be limited to fee, lease, license, personal property or any authorized government use or interest in property.

#### **C.5.1.6 Record Drawings**

The Contractor shall maintain record drawings for all existing and new facilities installed by the Contractor within the service area. Upon reasonable request and with reasonable notice, the Government may use and copy such drawings. The Contractor shall provide available drawings to the Government in the form of CAD-CAM disks using the latest release software compatible with Government systems at no cost to the Government. The Contractor will also provide information to allow for updates to the installation Geographical Information System (GIS), as appropriate.

### **C.5.1.7 Use of the Utility Infrastructure**

The contractor may use the utility infrastructure on the installation to serve or benefit areas or customers outside the service area(s) only with concurrence of the Government. Compensation to the Government will be negotiated. In no way shall service to off-installation customers degrade or hinder reliable service, or create unhealthy, unsafe or unacceptable outages to the Government's facilities.

## **C.5.2 Employees**

The Contractor shall not employ any person for work on this contract if such person is identified to the Contractor as a potential threat to the health, safety, security, general well being, or operational mission of the Installation or population.

### **C.5.2.2 National Agency Check**

The Contractor shall provide sufficient information to obtain complete and favorable National Agency Check (NAC) investigations for its employees for unescorted entrance into restricted areas on base. Normal access to the installation shall be in accordance with paragraph C.6, *Access to the Utility System*. The Contractor shall justify to the Installation Security Forces requests for NAC on Contractor employees requiring unescorted entry into restricted areas. Final approval for unescorted entry into restricted areas rests with the Installation Commander.

## **C.5.3 Contractor Advertising**

The Contractor shall neither place nor display advertising of any kind whatsoever on government property nor on its property located on government property, nor suffer any advertising of any kind whatsoever to be placed on its property located on government property. Reasonable markings on the contractor's property, including vehicles, for the purpose of identifying it as the contractor's property are not prohibited.

# **C.6 Right of Access to the Utility System**

## **C.6.1 Access**

The Contractor shall have reasonable access to the Installation (Premises) to accomplish its duties and responsibilities under the Contract. Such access is subject to the general supervision and control of the Installation's commander and his duly authorized representatives to provide a generic statement of the contractor's rights.

In accepting the rights, privileges, and obligations established hereunder, the Contractor recognizes that the Installation serves the national defense and that the Government will not permit the operation, construction, installation, repair, and maintenance of a utility system and the provision of utility services to interfere with the Installation's military mission. This Installation is an operating military installation that is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797, and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of its Installation Commander and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to the Contractor, its officers, employees, contractors of any tier, agents, and invitees is subject to such regulations and orders. This Right of Access is subject to all regulations and orders currently promulgated or

which may be promulgated by lawful authority as well as all other conditions contained herein. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. The Contractor is responsible for the actions of its officers, employees, contractors of any tier, agents, and invitees while on the Installation and acting under this Right-of-Access.

In the event all or any portion of the Premises shall be needed by the United States or in the event the presence of the Contractor's property shall be considered detrimental to governmental activities, the Contractor shall, from time-to-time and upon notice to do so, and as often as so notified, remove or relocate its property to such other location or locations on the Premises as may be required by the contracting officer or authorized representative, and in the event the Contractor's property shall not be removed or relocated within ninety (90) days after any aforesaid notice, the Government may cause the same to be done. Any removal or relocation of the Contractor's property at the direction of the Government under this paragraph C.6.1 shall be at the Government's expense.

The Contractor further recognizes that the operation, construction, installation, repair, and maintenance of the utility system on the Installation may be subject to requirements and approvals not ordinarily imposed by civilian authorities, including, but not limited to, compliance with the National Environmental Policy Act of 1969, as implemented. The Contractor agrees to abide by all applicable regulations

### **C.6.2 Condition of the Premises**

The Premises are granted in an "as is, where is" condition without any warranty, representation, or obligation on the part of the Government to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. At such times and for such part of the Premises as said officer may determine, the Government and the Contractor, hereinafter referred to as the "Parties", will sign a Physical Condition Report to reflect the condition of the Premises prior to the Premises being disturbed by the activities of the Contractor. Such Report shall be used to indicate the condition of the Premises prior to their being disturbed in order to compare them with the Premises subsequent to the activities of the Contractor to ensure The Contractor has returned the Premises to the condition required by this Right-of-Access.

### **C.6.3 Alteration of Premises**

If the Contractor's property located on the Premises intrudes into airspace subject to regulation under the Federal Aviation Regulations or their Air Force counterparts, such property shall be operated, constructed, installed, repaired, and maintained in conformance with such regulations.

### **C.6.4 Access for Restoration**

Nothing in this Right-of-Access shall be interpreted as interfering with or otherwise limiting the right of the Government and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for any lawful purpose.

### **C.6.5 Other Grants of Access**

This Right-of-Access is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. The Government shall have the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make

additional uses with respect to the Premises. However, any such additional easements, rights-of-way, leases, permits, licenses, or uses shall not be inconsistent with the Contractor's use of the Premises under this Right-of-Access. Any interference with the use of or damage to property under control of the Department of the Air Force incident to the exercise of the rights and privileges herein granted shall be promptly corrected by the Contractor to the satisfaction of the Installation Commander. If the Contractor fails to promptly repair or replace any such property after being notified to do so by the Installation Commander, said officer may repair or replace such property and Contractor shall be liable for the costs of such repair or replacement.

### **C.6.6 Restoration of Premises**

On or before the date of expiration or termination of this Contract, the Contractor shall vacate the Premises and restore the Premises to a condition satisfactory to the Installation Commander without additional expense to the United States Government. Such restoration shall include, if applicable, removal of contamination caused by the Contractor. The Government may, at its sole discretion, consent to the Contractor abandoning all or part of its utility system on the Installation, but such consent must be unequivocal and in writing: Provided, however, that any buried conduits, pipes, ductbanks, tubes, or wires, the nature, location, and depth of which are known to the Contractor and shown on the Contractor's records and which neither contain an environmental contaminant nor pose an environmental or safety hazard, may be abandoned with the Government's consent, which consent shall not be unreasonably withheld.

## **C.7 Routine, Urgent, and Emergency Repair Response**

The Contractor shall employ sound utility practices consistent with PUC, state and federal regulations to provide continuous, dependable, and reliable utility service is provided to the Installation 24 hours each day and to minimize the scope and length of any service disruption. The service and its restoration in times of outage shall be at least equivalent to the service provided to other similar customers, or as indicated in Section J.

### **C.7.1 Service Requests**

During the Transition Period identified in Section C.11, the contractor shall consult with the Installation to prioritize the restoration of services on the installation. This consultation should include informing installation personnel of standard utility restoration policies, and allow for installation personnel to identify critical individual service loads on base.

## **C.8 Coordination of Work**

### **C.8.1 Routine Work**

Routine work, such as the scheduled repair, replacement, or removal of system components that require service interruption, shall be coordinated with the Contracting Officer's Representative at least 2 weeks prior to commencing work to ensure minimal impact to the mission and operations. The Contractor and Government shall each provide a single point of contact for coordination.

### **C.8.2 Routine, Urgent, and Emergency Service Requests**

Any routine, urgent, or emergency service request by Government personnel shall be reported to the Contractor's service request line or point of contact. Emergency service requests to the Contractor or emergencies identified by the Contractor shall be identified immediately to the Contracting Officer's Representative.

If the request affects building operations, the Contractor shall coordinate all work with the person responsible for the building or facility. The Government shall provide the Contractor with a list of Government representatives and the buildings or facilities for which they are responsible.

### **C.8.3 Connections and Disconnections**

The Contractor shall be responsible for adding any additional service points and/or deleting any service points that are no longer required. The Contractor shall coordinate this work with the Contracting Officer's Representative. Any cost of adding or deleting additional service points shall be billed in accordance with applicable state utility regulatory commission regulations.

### **C.8.4 Scheduled Utility Service Interruptions**

The Installation reserves the right to reschedule Contractor work requiring service interruption at any time if such interruption might materially adversely affect the Installation's missions and operations. If an interruption is rescheduled, the parties shall coordinate a mutually acceptable alternative time for the scheduled service interruption.

### **C.8.5 Excavation Permits**

The Contractor shall obtain a written excavation permit from the Contracting Officer or Contracting Officer designated representative before commencing any digging or excavation on the installation. The excavation permit will contain requirements normally applied to similar excavation work on the installation. The Contracting Officer or designated representative will notify the contractor as to reasonable time periods for applying for an excavation permit.

### **C.8.6 Underground Utility Location and Points of Demarcation**

Underground utility locations and Points of Demarcation are identified as exhibits to the applicable Section J Attachments.

### **C.8.7 Exercises and Crisis Situations Requiring Utility Support**

The Contractor shall respond to installation emergency and crisis situations (i.e., hostage situations, bomb threats, etc.) and exercises for emergency and crisis situations that require utility support. Participation may be in a simulated capacity equal to other participants. The Contractor shall respond to these events as emergency service calls and respond to the emergency situation with qualified personnel and equipment as soon as possible after notification during normal duty hours. In no case will response be longer than those requirements listed in paragraph C.7.2, *Emergency Service Requests*. The Contractor shall advise and assist the on-scene commander until the event is terminated. Extra work effort under these circumstances may entitle the Contractor to equitable adjustment under the Changes Clause (52.243-1, Alt 1).

## **C.8.8 Communications Equipment**

Prior to operating communications devices on the Installation, the Contractor shall obtain the approval of the contracting officer or designated representative as to acceptable frequency use.

## **C.8.9 Plant Control**

After obtaining the prior permission of the Contracting Officer, Contractor may trim or remove plants and trees that pose a potential hazard to its utility system. In those areas where the plants or trees contribute to historic or esthetic values and trimming or removing them would be destructive of those values, contractor may be prohibited from trimming or removing them. In all instances, plants or trees listed as threatened or endangered under applicable federal, state, interstate, or local law will not be harmed by the activities of the Contractor.

# **C.9 Environmental Compliance**

## **C.9.1 Permit Compliance**

Once ownership of the utility system is transferred, the Contractor shall be the party of record for all environmental permits related to operating the system. Thereafter, the Contractor shall be responsible for obtaining any new or revised permits needed to operate and maintain the utility system. The Government shall remain the party of record and retain responsibility for any applicable permits prior to the transfer of ownership, as defined by paragraph C.11, *Transition Plan*.

## **C.9.2 Hazardous Material and Waste Minimization**

Hazardous materials used in utility system operation and maintenance shall be handled in accordance with applicable laws and regulations and the following:

- All hazardous materials used on the Installation shall be accompanied with appropriate Material Safety Data Sheets (MSDS). The Contractor shall submit copies of MSDSs to the Contracting Officer's Representative, and retain a copy of each MSDS onsite.
- The Contractor shall maintain a viable hazardous waste minimization program that includes making every effort to identify non-hazardous or less hazardous materials than those currently in use and recycling versus disposing of consumable wastes.

## **C.9.3 Asbestos and Lead-based Paint**

The contractor will not make any improvements or engage in any construction on government property which contain asbestos-containing material (ACM), without prior approval of the contracting officer; any such improvements or construction shall be done in compliance with all applicable Federal, state, interstate, and local laws and regulations governing ACM. The contractor is responsible for monitoring the condition of its property containing ACM on any portion of government property for deterioration or damage. The contractor is responsible, at its expense, for remediation of any ACM contained on or in its property which is disturbed or damaged by the contractor or is deteriorated and of any ACM on government property which is disturbed or damaged by the contractor during the term of the contract.

The contractor will test any painted surface to be affected by any of its operation, construction, installation, repair, or maintenance activities to determine if the paint is lead-based and will

handle that surface in compliance with all applicable laws and regulations and at the contractor's expense.

### **C.9.4 Environmental Restoration Program**

If the Installation has not been listed on the National Priorities List (NPL) under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, at the time of contract award and granting of the Right-of-Access, but is listed subsequent to the award of this contract and the granting of this Right-of-Access, the Government will provide the Contractor with a copy of any Federal Facility Agreement (FFA) that is entered into between the Government and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective.

If the Installation has been listed on the NPL at the time of the award of this Contract and the granting of the Right-of-Access but no FFA has been entered into, the Government will provide the Contractor with a copy of any FFA subsequently entered into along with any amendments to the FFA when they become effective.

If the Installation has been listed on the NPL at the time of award of this Contract and the granting of the Right-of-Access and an FFA has been entered into, the Contractor acknowledges that the Government has provided it with a copy of the FFA, with current amendments; the Government will provide the Contractor with a copy of any subsequent amendments thereto.

The Contractor agrees that should any conflict arise between the terms of such agreement as it presently exists, or may be amended or entered into, and the provisions of this right of access, the provisions of the FFA will take precedence.

## **C.10 Non Performance and Abandonment**

The Government reserves the right to perform or supplement performance of contract functions with Government designated personnel if the Contractor consistently fails to perform its obligations under the contract, has been notified in writing of failure to perform its obligations, and has not cured the performance failures within a reasonable time. The Contractor shall make its facilities available for this purpose at no cost to the Government for as long as the circumstance requiring Government operation persists. The Contractor will continue to maintain all necessary and current permits and licenses required to own and operate the system even during the period of performance by the Government.

## **C.11 Transition Period and Operational Transition Plan**

### **C.11.1 Transition Period**

The Transition Period will begin on contract award and end not later than the contract start date. The Contractor shall propose, in Sub-CLIN AC, the length and cost of the transition period. Transition period shall be no less than 90 days, to allow the Government to effect a smooth transition. This transition period is intended to provide the Contractor time to perform any operations testing, environmental surveys, obtain permits, familiarize themselves with the system, and initiate efforts for construction, maintenance, improvements, new connections, or installation of meters, and otherwise comply with the various requirements of the contract. The Contractor

shall assume full responsibility of all operations and maintenance at 12:01 a.m. on the contract start date.

### **C.11.2 Joint Inventory**

A joint inventory will be completed prior to the contract start date. The parties will jointly prepare a plan, schedule, and checklist for the joint inventory of all facilities and equipment, to include building structures and installed equipment, all operating manuals, record drawings, plans and specifications, maintenance records, and other such information available for the utility system. The final Bill of Sale will be amended to reflect the results of the joint inventory.

**SECTION D****Packaging and Marking**

None

**SECTION E****Inspection and Acceptance****FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

(IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

The full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil> (All CLAUSES) and <http://www.arnet.gov/far> (FAR Clauses ONLY [Clauses I-11 through I-750]). (End of Clause)

The following FAR Clause is Incorporated by Reference:

FAR 52.246-4: Inspection of Services -- Fixed-Price (Aug 1996)

IAW FAR 46.401(b), and IAW FAR 46.503

**SECTION F****Deliveries or Performance****F.1 Contract Term**

The Contractor agrees to furnish, and the Government agrees to purchase, utility distribution and/or collection services, in accordance with the terms and conditions of this solicitation, for a period of 50 years commencing with the date of award.

**F.2 Extension of Contract Performance Period**

In accordance with FAR 52.217-8, *Option to Extend Services*, the current contract performance period may be extended on a month-to-month basis for up to 6 months on the same terms and conditions upon the mutual agreement of the parties. The Government shall furnish to the Contractor notice of its intent to extend the contract at least 45 days prior to the expiration of the initial contract. In no case shall this contract extend beyond 50 years.

However, nothing in this paragraph precludes the Contractor from accepting an extension of the contract if the Government fails to issue the notice within the 45-day timeframe.

**F.4 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

(IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

The full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil> (All CLAUSES) and <http://www.arnet.gov/far> (FAR Clauses ONLY [Clauses I-11 through I-750]). (End of Clause)

The following FAR Clauses are Incorporated by Reference:

<b>FAR Paragraph</b>	<b>Clause Title</b>	<b>Date</b>
52.242-15	Stop Work Order IAW 42.1305(b)(1)	Aug 1989
52.242-17	Government Delay of Work IAW 42.1305(d)	Apr 1984

## SECTION G

### **Contract Administration Data**

#### **G.1 DFARS 252.201-7000: Contracting Officer's Representative**

*Contracting Officer's Representative* means an individual designated in accordance with subsection 201.602-2 of the Department of Defense FAR Supplement and authorized in writing by the Administrative Contracting Officer to perform specific technical or administrative functions.

If the Administrative Contracting Officer designates a Contracting Officer's Representative, the Contractor will receive a copy of the written designation. It will specify the extent of the Contracting Officer's Representative authority to act on behalf of the Administrative Contracting Officer. The Contracting Officer's Representative is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

#### **G.2 Submission and Payment of Invoices**

The Government will pay the Contractor for utility service through a monthly invoice. The Contractor shall prepare and send one original invoice and **xxx** copies to the Installation for payment for the previous month's billing period. Invoices shall be sent to the recipient and address identified in the utility-specific attachment (Section J).

## SECTION H

# Special Contract Provisions

## H.1 Insurance Requirements

### H.1.1 Insurance Certificate

Contractor shall deliver or cause to be delivered upon execution of this contract (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this contract) to Government a certificate of insurance evidencing the insurance required by this contract.

### H.1.2 Types of Insurance

During the entire period this contract shall be in effect, the Contractor shall carry and maintain or require its contractors performing work on the Premises to carry and maintain:

#### H.1.2.1 General Liability

Comprehensive general liability insurance on an "occurrence basis" against claims for "personal injury," including without limitation, bodily injury, death, or property damage, occurring upon, in, or about the Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at all times during the term of this contract, with limits of liability in amounts approved from time to time by the Government, but not less than ONE MILLION DOLLARS (\$1,000,000) in the event of bodily injury and death to any one or more persons in one accident, and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damage. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of the Contractor by any invitee or any other person or organization, or involving any owned, non-owned, or hired automotive equipment in connection with the Contractor's activities.

#### H.1.2.2 Automobile Liability

Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person, and \$500,000 per accident for bodily injury, and \$20,000 per accident for property damage.

#### H.1.2.3 Workers' Compensation and Employer's liability

If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law but not less than the amount of \$100,000.

### H.1.3 General

All policies of insurance which this contract requires the Contractor to carry and maintain or cause to be carried or maintained pursuant to this contract shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this contract, issued by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of Government and Contractor. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Contractor or Government or any other person; provide that no cancellation, reduction in amount, or material

change in coverage thereof shall be effective until at least sixty (60) days after receipt by Government of written notice thereof; provide that the insurer shall have no right of subrogation against Government; and be reasonably satisfactory to Government in all other respects. In no circumstances will Contractor be entitled to assign to any third party rights of action which the Contractor may have against the Government. The foregoing notwithstanding, any cancellation of insurance coverage based on nonpayment of the premium shall be effective upon ten (10) days' written notice to the Government. The Contractor understands and agrees that cancellation of any insurance coverage required to be carried and maintained by the Contractor under this contract will constitute a failure to comply with the terms of this contract.

#### **H.1.4. Self-insurance.**

The requirements to maintain insurance under H.2 may be met by the use of self-insurance only under the following conditions and with the express prior written approval of the administrative contracting officer:

**H.1.4.1.** If the contractor desires to self-insure, the contractor shall submit to the administrative contracting officer, in writing, a request to self-insure. To support the determination of the administrative contracting officer regarding the request, said officer may request some or all of the following information, to the extent the contractor maintains such information, on the contractor's proposed self-insurance program—

- (1) A complete description of the program, including any resolution of the board of directors authorizing and adopting coverage, including types of risks, limits of coverage, assignments of safety and loss control, and legal service responsibilities;
- (2) If available, the corporate insurance manual;
- (3) The terms regarding insurance coverage for any Government property;
- (4) The contractor's latest financial statements;
- (5) Loss history and premiums history;
- (6) The means by which the self-insurance will be funded;
- (7) Claims administration policy, practices, and procedures;
- (8) The method of projecting losses; and
- (9) A disclosure of all captive insurance company and reinsurance agreements, including methods of computing cost.

**H.1.4.2.** Programs of self-insurance covering contractor's insurable risks, including the deductible portion of purchased insurance, may be approved by the administrative contracting officer when examination of a program indicates that its application is in the Government's interest; such determination is within the sole discretion of the Government. The Government will not approve a program of self-insurance for workers' compensation in a jurisdiction where workers' compensation does not completely cover the employer's liability to employees, unless the contractor—

- (1) Maintains an approved program of self-insurance for any employer's liability not so covered; or
- (2) Shows that the combined cost to the Government of self-insurance for workers' compensation and commercial insurance for employer's liability will not exceed the cost of covering both kinds of risk by commercial insurance.

**H.1.4.3.** Once the administrative contracting officer has approved a program, the contractor must submit to that official for approval any major proposed changes to the program. Any program approval may be withdrawn if the administrative contracting officer finds that either—

- (1) Any part of a program does not comply with the requirements of this part and/or the criteria at FAR 31.205-19; or
- (2) Conditions or situations existing at the time of approval that were a basis for original approval of the program have changed to the extent that a program change is necessary.

**H.1.4.4.** To qualify for self-insurance, the contractor must demonstrate to the Government an ability to sustain the potential losses involved. In making the determination, the administrative contracting officer shall consider the following factors:

- (1) The soundness of contractor's financial condition, including available lines of credit.
- (2) The geographic dispersion of assets, so that the potential of a single loss depleting all the assets is unlikely.
- (3) The history of previous losses, including frequency of occurrence and the financial impact of each loss.
- (4) The type and magnitude of risk, such as minor coverage for the deductible portion of purchased insurance or major coverage for hazardous risks.
- (5) The contractor's compliance with Federal and State laws and regulations.

**H.1.4.5.** The contractor shall, when submitting any documents under this provision H.2.4, apprise the administrative contracting officer of any such documents that constitute confidential or proprietary business records, and mark those records accordingly.

## **H.2 Liability**

The Contractor shall indemnify and hold the Government harmless against any and all judgments, expenses, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of the Contractor, whether tortious, contractual, or other, except to the extent such claim or charge is cognizable under the Federal Tort Claims Act, or, in regard to indemnification, to the extent the Contractor is prohibited from doing so by Federal or state law.

## **H.3 Contribution in Aid of Construction (CIAC) Tax Liability**

The parties hereby recognize that a purchase by the Contractor of a Government utility systems at less than fair market value may be treated as a CIAC and therefore taxable income to the Contractor. As a result, the Contractor may incur an associated income tax liability. It is the responsibility of the Contractor to ensure that all transactions undertaken under the contract are in compliance with the United States Internal Revenue Service notices, guidelines, rules, and regulations governing the CIAC tax, and particularly the notices, guidelines, rules, and regulations governing how to determine fair market value, so that there is no CIAC tax liability to the Government. The Government will have no liability for nor will it pay any CIAC tax for which the Contractor is liable, or may become liable because of the Contractor's performance under this contract.

## **H.4 Rights of the Government to Perform Function with Its Own Personnel**

The Government reserves the right to perform or supplement performance of contract functions with Government personnel during periods of disaster, war, emergencies, police actions, or acts of God affecting the installation. This performance will not constitute a breach of contract on the part of the Contractor.

## **H.5 Foreign Object Damage Prevention Program**

The Contractor shall comply with the Installation's foreign object damage prevention program whenever it engages in activities on or around flightlines or runways.

## **H.6 Hazardous Substances**

The Contractor, at its expense, must comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances generated by its activities. Responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations, as they may be amended from time to time.

Any unexploded ordnance discovered on government property by the contractor is the responsibility of the Government and will not be disturbed by the contractor but, upon discovery, shall be immediately reported to the contracting officer.

## **H.7 Historic Preservation**

The contractor shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on government property, the contractor shall cease its activities at the site and immediately notify the contracting officer and protect the site and the material from further disturbance until the contracting officer gives clearance to proceed.

## SECTION I

**Contract Clauses****I.1 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

(IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

The full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil> (All CLAUSES) and <http://www.arnet.gov/far> (FAR Clauses ONLY [Clauses I-11 through I-750]). (End of Clause)

**I.2 FAR Clauses**

The following FAR clauses are incorporated by reference:

<b>FAR Paragraph</b>	<b>Clause Title</b>	<b>IAW</b>	<b>Date</b>
52.202-1	Definitions	FAR 2.201	Dec 2001
52.203-3	Gratuities	FAR 3.202	Apr 1984
52.203-5	Covenant against Contingent Fees	FAR 3.404	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	FAR 3.503-2	Jul 1995
52.203-7	Anti-Kickback Procedures	FAR 3.502-3	Jul 1995
52.203-8	Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity	FAR 3.104-9(a)	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	FAR 3.104-9(b)	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	FAR 3.808(b)	Jun 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	FAR 4.303	Aug 2000
52.207-3	Right of First Refusal of Employment	FAR 7.305(c)	Nov 1991
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	FAR 9.409(b)	Jul 1995
52.215-2	Audit and Records - - Negotiations [Not applicable if using regulated Tariff Rates]	FAR 15.209(b)	Jun 1999
52.215-8	Order of Precedence – Uniform Contract Format	FAR 15.209(h)	Oct 1997
52.217-2	Cancellation Under Multi-year Contracts	FAR 17.109(a)	Oct 1997
52.219-8	Utilization of Small Business Concerns	FAR 19.708(a)	Oct 2000
52.219-9	Small Business Subcontracting Plan	FAR 19.708(b)	Jan 2002

<b>FAR Paragraph</b>	<b>Clause Title</b>	<b>IAW</b>	<b>Date</b>
52.219-9	Alternate II	FAR 19.708(b)(1)	Oct 2001
52.219-16	Liquidated Damages—Subcontracting Plan	FAR 19.708(b)(2)	Jan 1999
52.222-1	Notice to the Government of Labor Disputes	FAR 22.103-5(a)	Feb 1997
52.222-3	Convict Labor	FAR 22.202	Aug 1996
52.222-4	Contract Work Hours and Safety Standards Act - - Overtime Compensation	FAR 22.305	Sep 2000
52.222-21	Prohibition of Segregated Facilities	FAR 22.810(a)(1)	Feb 1999
52.222-26	Equal Opportunity	FAR 22.810(e)	Apr 2002
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	FAR 22.1310(a)	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	FAR 22.1408(a)	Jun 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	FAR 22.1310(b)	Dec 2001
52.223-5	Pollution Prevention and Right-to-Know Information	FAR 23.1005	Apr 1998
52.223-6	Drug-Free Workplace	FAR 23.505	May 2001
52.223-12	Refrigeration Equipment And Air Conditioners	FAR 23.804(b)	May 1995
52.223-13	Certification of toxic chemical release reporting	FAR 23.907(a)	Oct 2000
52.223-14	Toxic Chemical Release Reporting	FAR 23.907(b)	Oct 2000
52.227-1	Authorization and Consent	FAR 27.201-2(a)	Jul 1995
52.228-5	Insurance-Work on a Government Installation	FAR 28.310	Jan 1997
52.229-4	Federal State and Local Taxes	FAR 29.401-4	Jan 1991
52.229-5	Contracts Performed in J.S. Possessions or Puerto Rico	FAR 29.401-5	Apr 1984
52.232-1	Payments	FAR 32.111(a)(1)	Apr 1984
52.232-8	Discounts for Prompt Payment	FAR 32.111(c)(1)	Feb 2002
52.232-11	Extras	FAR 32.111(d)(2)	Apr 1984
52.232-17	Interest	FAR 32.617	Jun 1996
52.232-18	Availability of Funds	FAR 32.705-1(a)	Apr 1984
52.232-23	Assignment of Claims	FAR 32.806(a)(1)	Jan 1986
52.232-33	Payment by Electronic Funds Transfer --Central Contractor Registration	FAR 32.1110(a)(1)	May 1999
52.233-1	Disputes	FAR 33.215	Jul 2002
52.233-1	Alternate I	FAR 33.215	Dec 1991
52.233-3	Protest after Award	FAR 33.106(b)	Aug 1996
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	FAR 37.110(b)	Apr 1984
52.237-3	Continuity of Services	FAR 37.110(c)	Jan 1991
52.241-2	Order of Precedence - Utilities	FAR 41.501(c)(1)	Feb 1995

FAR Paragraph	Clause Title	IAW	Date
52.241-3	Scope and Duration of Contract For the purposes of this clause the blank(s) is/are completed as follows: a. 50 years b. TBD	FAR 41.501(c)(2)	Feb 1995
52.241-4	Change in Class of Service	FAR 41.501(c)(3)	Feb 1995
52.241-5	Contractor's Facilities	FAR 41.501(c)(4)	Feb 1995
52.241-7	Change in Rates or Terms and Conditions of Service for Regulated Services For the purposes of this clause the blank(s) is/are completed as follows: <u>To be determined.</u>	FAR 41.501(d)(1)	Feb 1995
52.241-10	Termination Liability For the purposes of this clause the blank(s) is/are completed as follows: <u>To be determined</u> months <u>\$ to be determined.</u> <u>\$ to be determined.</u> Termination charges = \$to be determined.	FAR 41.501(d)(4)	Feb 1995
52.241-11	Multiple Service Location	FAR 41.501(d)(5)	Feb 1995
52.242-13	Bankruptcy	FAR 42.903	Jul 1995
52.243-1	Changes – Fixed-Price	FAR 43.205(a)(2)	Aug 1987
52.243-1	Alternate I or [II depending on whether commodity is part of this contract]	FAR 43.205(a)(2)	Apr 1984
52.246-25	Limitation of Liability - Services	FAR 46.805	Feb 1997
52.248-1	Value Engineering	FAR 48.201	Feb 2000
52.249-2	Termination for Convenience of the Government (Fixed Price)	FAR 49.502(b)(1)	Sep 1996
52.249-8	Default (Fixed Price Supply and Service)	FAR 49.504(a)(1)	Apr 1984
52.252-6	Authorized Deviations in Clauses	FAR 52.107(f)	Apr 1984

### I.3 DFARS Clauses Incorporated by Reference

The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

The following DFARS clauses are incorporated by reference:

DFARS Paragraph	Clause Title	IAW	Date
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DFARS 203.570-5	Mar 1999
252.203-7002	Display of DoD Hotline Poster	DFARS 203.7002	Dec 1991

<b>DFARS Paragraph</b>	<b>Clause Title</b>	<b>IAW</b>	<b>Date</b>
252.204-7000	Disclosure of Information	DFARS 204.404-70(a)	Dec 1991
252.204-7003	Control of Government Personnel Work Product	DFARS 204.404-70(b)	Apr 1992
252.204-7004	Required Central Contractor Registration	DFARS 252.204-7304	Nov 2001
252.205-7000	Provision of Information to Cooperative Agreement Holders	DFARS 205.470-2	Dec 1991
252.209-7000	Acquisition from Subcontractors Subject to Onsite Inspection under the Intermediate-Range Nuclear Forces (INF) Treaty	DFARS 209.103-70	Nov 1995
252.209-7004	Subcontracting with Firms that Are Owned or Controlled by the Government of a Terrorist Country	DFARS 209.409	Mar 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)	DFARS 219.708(b)(1)(a)	Apr 1996
252.223-7004	Drug-Free Work Force	DFARS 223.570-4(a)	Sep 1988
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	DFARS 223.7103(a)	Apr 1993
252.225-7031	Secondary Arab Boycott of Israel	DFARS 225.770-5	Jun 1992
252.231-7000	Supplemental Cost Principals	DFARS 231.100-70	Dec 1991
252.235-7003	Frequency Authorization	DFARS 235.071(b)	Dec 1991
252.236-7005	Airfield Safety Precautions	DFARS 236.570(b)(3)	Dec 1991
252.241-7001	Government Access	DFARS 241.501-70(b)	Dec 1991
252.242-7000	Post-award Conference	DFARS 242.570	Dec 1991
252.243-7001	Pricing of Contract Modifications	DFARS 243.205-71	Dec 1991
252.243-7002	Requests for Equitable Adjustment	DFARS 243.205-72	Mar 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	DFARS 244.403	Mar 2000
252.247-7023	Transportation of Supplies by Sea	DFARS 247.573(b)	Mar 2000

## I.4 AFFARS Clauses Incorporated by Reference

The following AFFARS clauses are incorporated by reference:

<b>AFFARS Paragraph</b>	<b>Clause Title</b>	<b>IAW</b>	<b>Date</b>
5352.223-9000	Elimination of Use of Class I Ozone Depleting Substances (ODS)	AFFARS 5323.804	May 1996
5352.223-9001	Health and Safety on Government Installations	AFFARS 5323.9001	Jun 1997
5352.242-9000	Contractor Access to Air Force Installations	AFFARS 5342.490-1	May 2002

## I.5 Other Clauses

### I.5.1 FAR 52.244-6: Subcontracts for Commercial Items (May 2002)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**SECTION J**

**List of Attachments**

Attachment J1 - Utility Specific Attachment

Attachment J42 – Bill of Sale

Attachment J44 – Legislative Authority

## SECTION K

## Representations, Certifications, and other Statements of Offerors

### 52.203-11 -- Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (Apr 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) **DEFINITION. Women-owned business concern**, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **REPRESENTATION.** (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS, of this solicitation.) The offeror represents that it [ ] is, [ ] is not a women-owned business concern.

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has\* has not\*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional

information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

#### **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (Apr 2002)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ *[insert NAICS code]*.

(2) The small business size standard is \_\_\_\_\_ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

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

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

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

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that is \* is, \* is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

-

(i) It \* is, \* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \* is, \* is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

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

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

under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

*Alternate I (Apr 2002).* As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

\_\_\_ Individual/concern, other than one of the preceding.

#### **52.219-22 - Small Disadvantaged Business Status (Oct 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is **[identified]**, on the date of **[its]** representation, **[as a certified]** **[small disadvantaged business concern]** **[in the database]** maintained by the Small Business Administration **[(PRO-Net)]**; or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) \_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small

disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

#### **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

- (a) It--
  - has
  - has not--
 participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;
- (b) It--
  - has
  - has not--
 filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

- DOES APPLY.
- DOES NOT APPLY.

The offeror represents that--

- (a) It--
  - has developed and has on file
  - has not developed and does not have on file--
 at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It--
  - has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### **252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) *Definitions.* As used in this provision--

- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means-

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

### **252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

### **252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the TRANSPORTATION OF SUPPLIES BY SEA clause of this solicitation.

(b) **REPRESENTATIONS.**

The offeror represents that it--

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

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

(c) Any contract resulting from this solicitation will include the TRANSPORTATION OF SUPPLIES BY SEA clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA.

(End of provision)

**SECTION L****Instructions, Conditions, and Notices to Offeror****L.1 52.252-1: Solicitation Provisions Incorporated by Reference (IAW FAR 52.107[a])**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

The full text of a solicitation provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil> (all provisions) and <http://www.arnet.gov/far>.

The following FAR and DFARS clauses are incorporated by reference:

<b>Paragraph</b>	<b>Clause Title</b>	<b>IAW</b>	<b>Date</b>
52.204-6	Data Universal Numbering System (DUNS) Number	FAR 4.603(a)	Jun 1999
52.216-1	Type of Contract For the purposes of this provision the blank(s) are completed as follows: The Government intends to award a fixed-price utility services type contract.	FAR 16.105	Apr 1984
52.222-24	Pre-award On-Site Equal Opportunity Compliance (Evaluation) [only applies over \$10 Million]	FAR 22.810(c)	Feb 1999
52.233-2	Service of Protest	FAR 33.106(a)	Aug 1996
52.252-5	Authorized Deviations in Provisions  (a) IAW AFFARS use in this solicitation of any federal acquisition regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(deviation)" after the date of the provision.  (b) IAW AFFARS use in this solicitation of any defense federal acquisition regulation supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(deviation)" after the name of the regulation.	FAR 52.107(e)	Apr 1984

**L.2 Information to Offeror****L.2.1 General Information****L.2.1.1 Point of Contact**

The Procuring Contracting Officer (PCO) is the point of contact for this acquisition. Address any and all questions or concerns in writing to the PCO:

Name: (insert name)  
Address: (insert data)  
City, State, Zip Code: (insert data)  
Fax no: (insert data)  
E-mail: (insert data)

#### **L.2.1.2 Use of Non-Government Advisors**

The offeror is advised that data submitted to the Government in response to this solicitation may be released to non-government advisors for review and analysis. These advisors may be required to provide advice within their area of expertise regarding proposal strengths, weaknesses, inadequacies, risks, and deficiencies. Non-government advisors will be subject to civil and criminal penalties associated with any release of information pursuant to FAR Part 3.104 procurement integrity violations.

If the offeror has any objection to non-government advisor access to their proposal information, the offeror shall provide grounds and justification for their objections. The non-government advisors are:

\_\_\_\_\_ (*Insert Data*)

Note: The companies listed above may not assist or participate in preparation or submission of any proposal associated with this acquisition.

#### **L.2.1.3 Proprietary Information**

Information deemed by the offeror to be proprietary shall be clearly marked as proprietary information. The proposal submitted in response to this solicitation will not be returned. The Government will destroy any extra copies under proper security procedures.

#### **L.2.1.4 Period of Validity**

The proposal shall be valid for 300 days from the submission date.

### **L.3 Proposal Preparation Instructions – General**

The offeror shall comply with the requirements as stated in Section B, *Supplies or Services and Prices/Costs*, and Section C, *Description/Specifications/Work Statement* and provide a proposal that adequately addresses the requirements therein.

#### **L.3.1 Proposal Format**

The proposal shall be clear and concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. At a minimum, include:

- Completion of blocks 12-16 and signature and date for blocks 17 and 18 of the Standard Form (SF) 33. Signature by the Offeror on the SF 33 constitutes an offer that the Government may accept;
- Section K. Completion of representations, certifications, acknowledgments, and statements;
- A pricing proposal that includes a completed Schedule B-1 and Schedule B-2, or other documents that include completed pricing information for Section B;
- Operational Transition Plan (See C.11).

## **L.3.2 Other Requested Information**

### **L.3.2.1 Authorized Offeror Personnel**

Provide the name, title, and telephone number of the company/division point of contact regarding source-selection decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

### **L.3.2.2 Company/Division Street Address**

Provide company/division's street address, county and facility code, size of business (large or small), and labor surplus area designation.

## SECTION M

# Evaluation Factors for Award

## M.1 Basis for Contract Award

### M.1.1 Procedure

The Air Force will evaluate the offeror's proposal to ensure it meets the Government requirements. This process does not preclude discussions where determined needed by the Government.

The offeror's proposal will be evaluated in accordance with AFFARS Part 5315 and be based on an integrated assessment of whether the offeror can satisfactorily meet the technical, management, and financial capabilities necessary to fulfill the requirements of the contract. An award may only be made if (1) the long-term economic benefit of the conveyance to the United States exceeds the long-term economic cost of the conveyance to the United States, and (2) the conveyance will reduce the long-term costs of the United States for utility services provided by the utility system concerned. These two criteria must be met for the utility system or no award will be made for that utility system. In addition, the Government must be confident that any otherwise qualified award will also result in adequate long-term performance by the contractor or the Government may choose to make no award at all.

### M.1.2 Criteria for Conveyance

In accordance with 10 USC § 2688, authority to privatize a utility system is subject to the action being in the long-term economic interest of the Government, as noted in paragraph M.1.1, *Procedure*. For the purposes of satisfying this requirement, offeror's price proposal for the purchase of the system and proposed cost of utility service (Schedule B-1) must provide the Government with greater economics. Economics will be determined over a life cycle cost analysis term of up to 50 years. In order to satisfy the statute, the net present value of private ownership costs must be less than the cost of continued Government ownership.