

Contract Routing Form

ROUTING: Hand Carry

printed on: 09/23/2016

Contract between: City Of Madison
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Wisconsin Air National Guard 115 Truax Field Sanitary Sewer System

Contract No.: 7824
 Enactment No.: RES-16-00684
 Dollar Amount: 625,755.00

File No.: 44450
 Enactment Date: 09/22/2016

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	9-23-16	9-23-16
Risk Manager	9-23-16	9-23-16 <i>Jenny</i>
Finance Director		<i>Randy Sind</i> <i>as.</i>
City Attorney	9-23-16	9-23-16
Mayor	9/23/16	9/23/16
<i>Norman Davis DCR</i>	9/23/16	9/23/16 <i>ND</i>

Please return signed Contracts to the City Clerk's Office
 Room 103, City-County Building for filing.

Original + 0 Copies

09/23/2016 13:51:05 enknb - Eric Dundee- 266-4913

7824

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File #:	44450	Version: 1	Name:	Authorizing the City of Madison to formally take over the Operation and Maintenance of the Wisconsin Air National Guard 115 Truax Field sanitary sewer system.
Type:	Resolution	Status:	Passed	
File created:	9/14/2016	In control:	<u>COMMON COUNCIL</u>	
On agenda:	9/20/2016	Final action:	9/20/2016	
Enactment date:	9/22/2016	Enactment #:	RES-16-00684	

Title: Authorizing the City of Madison to formally take over the Operation and Maintenance of the Wisconsin Air National Guard 115 Truax Field sanitary sewer system.

Sponsors: Michael E. Verveer, Larry Palm, Paul R. Soglin

[History \(2\)](#) [Text](#)

Fiscal Note

The proposed resolution authorizes that the Wisconsin Air National Guard 115 (ANG) shall transfer \$625,755 to the Madison Sewer Utility to pay for needed repairs at Truax Field. This federal funding is properly reflected in the 2017 executive capital budget for the Sewer Utility within the Sewer Reconstruction program (MUNIS 10267).

ANG shall make annual payments to the Madison Sewer Utility for Operations and Maintenance of their privately owned sewer system. These payments total approximately \$868,511 for the years 2017 thru 2050. \$8,981 is expected for 2017.

ANG will continue to pay established sanitary sewer rates for its discharge.

The Madison Sewer Utility may realize a small net revenue from the agreement.

Title

Authorizing the City of Madison to formally take over the Operation and Maintenance of the Wisconsin Air National Guard 115 Truax Field sanitary sewer system.

Body

WHEREAS, The Wisconsin Air National Guard 115 (ANG) is a branch of the Federal Government and for several years they been in discussions with the Madison Sewer Utility on their desire for

Madison to take over operation and maintenance of their privately owned sewers at their Truax Base, located adjacent to Pearson Street and Pierstorff Street, and;

WHEREAS, The Engineering Division completed an assessment of the ANG sewers and made a proposal to take over operation and maintenance, with requirements for ANG to bring the sewers up to an acceptable condition and to provide an annual stipend for continued maintenance, and;

WHEREAS, ANG is now desiring to proceed with a transfer as proposed by the Engineering Division thru a Federal process that allows for this type of transaction, and;

WHEREAS, the City Engineer and the City Attorney are formulating the final transfer conditions, provisions, and arrangements including the need for insurance and / or Self Insurance, and;

WHEREAS, the Federal conditions will require the City to indemnify and hold the Government har...

[Click here for full text](#)

need
full Reso
text


ADDENDUM TO SOLICITATION, OFFER AND AWARD
Sections 16, 17 and 18

FOR THE CITY OF MADISON



Paul R. Soglin, Mayor

9/23/16
Date

 FOR

Maribeth Witzel-Behl, City Clerk

9-23-16
Date

Countersigned:



David P. Schmiedicke, Finance Director

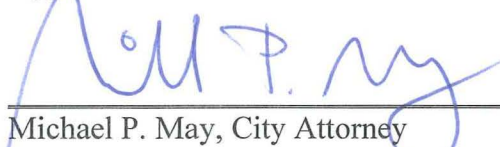
9-23-16
Date

 for

Eric Veum, Risk Manager

9-23-16
Date

Approved as to form:



Michael P. May, City Attorney

9-23-16
Date



Robert Phillips, City Engineer

9/23/16
Date

Execution of this Agreement by the City is authorized by Resolution Enactment No. RES 16-00684, ID No. 44450, adopted by the Common Council of the City of Madison on September 20, 2016.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 35
2. CONTRACT NO. W912J2-16-C-1003	3. SOLICITATION NO. W912J2-16-R-1001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 08 Apr 2016	6. REQUISITION/PURCHASE NO. F7P3CE6067A001	
7. ISSUED BY USPFO FOR WISCONSIN CONTRACTING OFFICE 3110 MITCHELL STREET MADISON WI 53704-2591 TEL: 608-245-4548 FAX: 608-245-4489		CODE W912J2	8. ADDRESS OFFER TO (If other than Item 7) 115 MSGMSC - BASE CONTRACTING OFFICE 3110 MITCHELL ST MADISON WI 53704		CODE W912J2 TEL: 608-245-4548 FAX: 608-245-4489

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 04:00 PM local time 30 Apr 2016
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME KATHERINE PINNOW	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 608-245-4524	C. E-MAIL ADDRESS katherine.pinnow@us.af.mil
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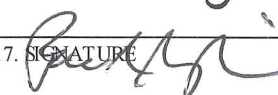
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	Net 30 Days			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR MADISON, CITY OF 210 MARTIN LUTHER KING JR BLVD MADISON WI 53703-3340	CODE 3BHP1	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Paul Soglin (Mayor)
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE 	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 0001	20. AMOUNT \$626,000.00	21. ACCOUNTING AND APPROPRIATION See Schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) 115 MSGMSC - CONTRACT ADMINISTRATION ATTN: SMSGT KATHERINE PINNOW 3110 MITCHELL ST MADISON WI 53704	CODE FA6492	25. PAYMENT WILL BE MADE BY DFAS DEAMS-F87700 ACCTG DISB STAN R 387700 DFAS DEAMS 27 ARKANSAS RD LIMESTONE ME 04751-6216	CODE F87700
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: _____ EMAIL: _____		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Sanitary Sewer System FFP To transfer ownership and maintenance of the Wisconsin Air National Guard Dane County Regional Airport, Truax Field Madison WI Sanitary Sewer System to the Madison Sewer Utility with an agreement to expire in 2050. FOB: Destination PURCHASE REQUEST NUMBER: F7P3CE6067A001 SIGNAL CODE: A	1	Job	\$626,000.00	\$626,000.00
NET AMT					\$626,000.00
ACRN AA CIN: 00000000000001345924					\$626,000.00

B.1 SCOPE AND PURPOSE

B.1.1 SCOPE

The Contractor shall assume ownership of the identified utility system(s) and infrastructure, and as the new owner, shall operate and maintain the system(s) and provide utility services to the Government. The Contractor shall furnish all necessary labor, management, supervision, permits, equipment, supplies, materials, transportation, and any other incidental items or services required for the complete ownership of and provision of utility services via these utility systems, including operation, maintenance, repair, upgrade, and improvement of the systems. Assumption of ownership and provision of utility services shall be performed in accordance with all terms, conditions, and special contract requirements, specifications, attachments, and drawings contained in this solicitation or incorporated by reference.

System ownership and service transfer does not included the following: Madison Sewer Utility customer charges for the volume of waste treated, gravity sewer mains smaller than 6" diameter, laterals, force mains, lift stations no. 3 and no. 4, and electrical service for lift stations.

Government agrees to comply with all of Contractor's service rules and ordinances applicable to customers of the Contractor's sanitary sewer utility.

The Government shall pay all fixed and volume based fees for wastewater treated consistent with the Contractor's fee for utility customers. The Government shall provide electricity to all pump and lift stations at the Government's expense

B.1.2 General

The Government is requesting a proposal for the purpose of selling the utility system located on Truax Field, Madison WI. 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.1.3 Statutory Directive

The sale of the utility system is authorized by and conducted under 10 USC § 2688. The sale of a utility system is not an acquisition and therefore is not subject to the Federal Acquisition Regulation (FAR) and its supplements. A copy of 10 USC § 2688 is provided as Attachment J1 to this RFP. The purchase of utility service is an acquisition and will be governed by the FAR and its supplements.

B.1.4 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(s) on the Truax Field, Madison WI. Consequently, the United States will retain no reversionary interests in the utility system sold, other than the terms regarding the repurchase option and rights of access. The sale will be documented by the Bill of Sale, see Attachment 1 to this RFP. The utility system(s) 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. The utility system(s) 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.1.5 Notices and Reservation

B.1.5.1 The Government will only acquire utility services if it sells the utility system(s). It can only sell the utility systems 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 services provided by the utility system concerned. Award, if at all, will only be made by the duly authorized execution of the utility services contract and this contract will be contingent upon the actual conveyance of the system. If for any reason conveyance does not occur, the Government's termination liability will be limited to transition costs.

B.1.5.2 The sale of the utility system(s) 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.1.5.3 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.1.5.4 The Government reserves the right to make no award.

Section C - Descriptions and Specifications

DESCRIPTION/SPECIFICATIONS/WOR

C.1 Precedence

In accordance with FAR 52.215-8, Order of Precedence, any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) The Schedule (excluding the specifications); (b) Representations and other instructions; (c) Contract clauses appearing in the solicitation or contract; (d) Contract clauses incorporated by reference; (e) Other documents, exhibits, and attachments; and (f) The specifications.

C.2 Scope and Purpose

C.2.1 General

The Government is conveying the utility system (s) identified in this solicitation. Subsequent to the conveyance of the utility systems, the Government will acquire the corresponding utility services from the contractor as the new owner of the system. The conveyance of the utility system and the acquisition of utility services are both subject to the terms and conditions of this solicitation.

C.2.2 Program Goal

The desired goal of the conveyance is to transfer all rights, title, and interest of the United States in and to the utility system(s) listed in the feasibility study from contract W912J2-12-P-1016. The transfer of title will be accomplished at some point after contract award, provided that full transfer is the intended consequence. Utilities Privatization includes two documents: (1) the terms and condition of the contract, which includes the Right of Access; and, (2) the Bill of Sale. The Bill of Sale will be given to the City of Madison once all upgrades have been done the existing system. The utility system being sold includes equipment, fixtures, structures, and other improvements utilized in connection with the utility system, which will be more specifically described in the Bill of Sale. The divestiture will not include the real property upon, under, or around the utility system. The utility system being sold is as identified in the Bill of Sale and does not include any other property.

C.2.3 Utility Service Providers

Services provided shall comply with all applicable Federal, state, and local laws and regulations, as they may be amended from time to time, including those requirements relating to health, safety, and the environment. The Contractor shall modify its service practice as necessary to accomplish such compliance.

If a change in the service requirement necessitated by compliance with later imposed/modified laws and regulations constitutes reasonable cause for an adjustment to the service charge, the charge will be adjusted in accordance with FAR 52.243-1, Changes -Fixed-Price-Alt I.

C.2.4 Current Service Arrangement

The Installation currently uses government-owned facilities to provide utility service. The utility service is currently being serviced by the Government.

C.3 Requirement

C.3.1 Utility Service Requirement

Subject to the terms and conditions in this RFP, the Contractor shall furnish all facilities, labor, materials, tools, and equipment necessary to provide utility service. The Contractor shall manage, control, and perform operations, maintenance, repairs, replacements, expansions, and incidentals on its utility system so as to provide reliable and dependable utility service to each Government or tenant connection within the service area 24 hours each and every day. The Contractor shall be responsible for providing capital investments and all other resources required to own, maintain, and operate its utility system(s) in a safe and reliable condition, and to meet all the requirements listed herein. The Contractor shall obtain and maintain current any and all licenses, permits, or certifications necessary to own, maintain, and operate its utility system(s). Access to the utility system will be discussed after award.

C.3.2 Performance Standards

Unless otherwise provided for in this contract, the Contractor shall provide utility service(s) in accordance with industry-standard construction, operations, maintenance, management, environmental, safety, and other relevant

standards, that apply to similarly situated utility service providers serving customers whose service characteristics are comparable to the service characteristics of the Installation.

The Contractor shall comply with all applicable Federal, state, and local laws/regulations and Installation specific requirements in performing its duties under the contract(s).

C.3.3 Sub-Metering

The Contractor shall be responsible for reading, maintaining, and calibrating all sub-meters on the privatized utility system including any additional meters installed by the Contractor.

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.

C.3.4 Energy and Water Efficiencies and Conservation

The Contractor shall strive to provide energy- and water-efficient systems. The Government has an established program for conducting and implementing energy- and water-saving and conservation projects to reduce utility usage and costs. Some of these have resulted in the Government entering into long-term financing arrangements with non-government entities. The Contractor agrees to take no action that will negatively impact these projects without prior approval of the Contracting Officer. Additionally, the Government reserves the ability to enter into any future energy- and water-savings projects with the goal of reducing Government costs. The Contractor will facilitate the implementation of any such future energy and water savings projects. Projects implemented by the Government that will require changes in the privatized system shall be coordinated between the parties prior to implementation. The Contractor is encouraged to propose SDCs/Upgrades to the Government that will increase the overall efficiency of the utility system.

C.3.5 Energy/Water Commodity Supply

Electric, natural gas, and water commodity supply is not included in this contract, even if water and/or electricity production facilities are included as part of the system to be conveyed.

C.3.6 Wastewater Effluent Disposal

Does not apply

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 by the feasibility study.

C.4.1 Use of Distribution Systems to Serve Areas Outside the Installation Service Area

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 Utility System Ownership, Personnel, 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 defined by the feasibility study and contractor proposal. 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.

The Contractor shall neither transfer nor assign its interests in the utility system(s) assets transferred by Bill of Sale without the prior written consent of the Government. No transfer or assignment of the Contractor's interests in the utility system(s) assets transferred by Bill of Sale shall occur except in connection with the Government's recognition of a successor in interest to this contract under FAR Subpart 42.14.

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 Placement of Utility System

The Contractor shall comply with requests from the Installation regarding the placement of new or renewal utility systems either overhead or underground, unless to do so would cause the Contractor to violate any applicable law or regulation or would be inconsistent with sound utility operational practices. Requests for placement, which differ from normal utility practice, may be reimbursable under FAR 52.243-1 Alt I, Changes - Fixed Price, or FAR 52.241-7, Changes in Rates or Terms and Conditions of Service for Regulated Services, whichever is applicable.

C.5.1.4 Contractor Facilities on the Installation

Does not apply

C.5.1.5 Record Drawings

Does not apply

C.5.1.6 Disposition of Removed or Salvaged Materials

The removal and disposition of facilities and materials that are not used and useful for the purpose of providing utility service(s) shall be the responsibility of the Contractor. The Contractor shall notify the Contracting Officer when removing hazardous substances in accordance with Section H., *Hazardous Substances* and the Site Specifications outlined in Section J. Abandoned plant items not identified on existing maps but found during operations shall be documented on the drawings. In order to prevent hazardous conditions, the Contractor shall be responsible for ensuring that no interconnections exist between abandoned and utilized facilities.

C.5.1.7 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 any easement or right of access to 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.5.2 Personnel

For purposes of this paragraph, the term "personnel" or "employee(s)" refer to any person performing work related to this contract, including but not limited to, the Contractor's employees, agents, representatives, or subcontractors. The Contractor shall not permit any personnel to work under 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. All personnel will comply with installation security, health and safety conditions. The Contractor will allow the Installation to review on a continuing basis a listing of all personnel engaged in providing utility service to the Installation. The listing will provide sufficient information on all personnel to allow precise Government identification of each individual.

C.5.2.1 Speaking, Reading, and Understanding English

Where reading, understanding, and discussing environmental, health, and safety warnings are an integral part of an employee's duties, that employee shall be able to understand, read, write, and speak the English language fluently. All personnel that interface with customers shall be able to speak and understand the English language fluently.

C.5.2.2 Personnel Appearance and Identification

Does not apply

C.5.2.3 Employee Certification

The Contractor shall ensure that employees meet all applicable federal, state, local, and installation certification, licensing, and medical requirements to perform all assigned tasks and functions as defined in this contract.

C.5.2.4 Installation's Rules Apply to Contractor

Rules, regulations, direction, and requirements issued by the Installation, or other command authorities, under their responsibility for good order, administration, and security, including Site Specifications apply to all personnel who enter the Installation or who travel by Government transportation.

C.5.2.5 National Agency Check

Does not apply

C.5.2.6 Controlled Access Areas

The Contractor shall apply for personnel security clearances required for performance after the contract is awarded. Personnel requiring access to secured areas or restricted areas under the control of the Installation shall comply with applicable regulations. The Government reserves the right to terminate the entry of any employee upon disclosure of information that indicates the individual's continued entry to the Installation is not in the best interests of national security. Additionally, violation of, or deviation from, the established security procedures by the Contractor's personnel may result in the confiscation of identification media and the denial of future entry to the Installation.

C.5.2.7 Conflict of Interest

The Contractor shall not knowingly employ any person who is a U.S. Government employee if employing that person would create a conflict of interest. Additionally, the Contractor shall not knowingly employ any person who is an employee of the Government, either military or civilian, unless such person seeks and receives written approval according to DODR 5500.7, Joint Ethics Regulations (JER).

C.5.2.8 Employment of Military Personnel

The Contractor is cautioned that off-duty active military personnel hired under this contract may be subject to permanent change of station, changing duty hours, or deployment. Military reservists and National Guard members may be subject to recall to active duty. The abrupt absence of these personnel could adversely affect the Contractor's ability to perform. However, their absence at any time shall not constitute an excuse for nonperformance under this contract.

C.5.2.9 Employment of Quality Assurance Representative Personnel

The Contractor is prohibited from employing Quality Assurance Representatives (QAR) whom the Contractor knows or should know are responsible for monitoring any contracts/subcontracts awarded to the Contractor.

C.5.3 Contractor Vehicles

Does not apply

C.5.4 Contractor Radios

Prior to operating communications devices, including but not limited to two-way, portable, or landmobile devices, on the Installation, the Contractor shall obtain approval. The Contractor shall follow all Installation procedures for operating radios on the Installation IN ACCORDANCE WITH DFARS 252.235-7003, Frequency Authorization.

C.5.5 Contractor Advertising

The Contractor and its agents, employees, contractors, and subcontractors 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 Access to the Utility System**C.6.1 General**

The Contractor shall have reasonable access to the Installation 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. 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.

C.6.2 Right of Access

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 Section 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.

The Contractor shall neither transfer nor assign this Right of Access nor any interests or rights thereunder without the prior written consent of the Government. No transfer or assignment of the Contractor's rights or interests under this Right of Access shall occur except in connection with the Government's recognition of a successor in interest to this contract under FAR Subpart 42.14.

C.6.2.1 Condition of the Premises

The Contractor is granted access to the Premises in an "as is, where is" condition without any warranty, representation by the Government concerning the condition of the Premises, or obligation on the part of the Government to make any alterations, repairs, improvements, or corrections to defects whether patent or latent.

C.6.2.2 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.6.2.3 Government Access

Nothing in the Contractor's 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.6.2.4 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. Provided however, that the Government shall not grant any such additional easements, rights-of-way, leases, permits, licenses, or uses which will, as determined in the sole discretion of the Government, unreasonably interfere with the Contractor's use of the Premises under this Right-of-Access.

C.6.2.5 Restoration of Premises

On or before the date of expiration or termination of this Contract, the Contractor shall vacate the Premises, remove all of its equipment, fixtures, structure, property and improvements of whatever nature from 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 Contractor may, upon receipt

of the prior written consent of the Government, which consent shall not be unreasonably withheld by the Government, abandon in place any buried conduits, pipes, duct banks, tubes, or wires (Underground Abandoned Utilities), provided that (i) the nature, location, and depth of such Underground Abandoned Utilities are known to the Contractor and shown on the Contractor's records, and (ii) the Underground Abandoned Utilities neither contain any environmental contaminant nor pose an environmental or safety hazard. The Contractor may also, upon receipt of the prior written consent of the Government, which consent shall be granted in the Government's sole discretion, abandon in place all or part of any of the Contractor's other above grade or below grade equipment, fixtures, structures, property and improvements (Other Abandoned Utilities). In the event of a dispute between the Contractor and the Government over whether certain of the Contractor's equipment, fixtures, structures, property and improvements should be characterized as Underground Abandoned Utilities or Other Abandoned Utilities, such equipment, fixtures, structures, property and improvements shall be deemed to be Other Abandoned Utilities for purposes of this Contract.

C.6.2.6 Liability for Damages

Any interference with the use of or damage to any real or personal property under the control of the Government incident to the exercise of the rights and privileges granted to the Contractor under this Right of Access shall be promptly corrected by the Contractor to the satisfaction of the Installation Commander. If the Contractor fails to promptly repair or replace any damaged property after being notified to do so by the Installation Commander, the Government may repair or replace such property and the Contractor shall be liable to the Government for the costs of such repair or replacement.

C.7 Response to Service Interruptions/Contingencies and Catastrophes

The Contractor shall employ sound utility practices to ensure continuous, dependable, and reliable utility service and to minimize the scope and length of any service disruption

The Contractor will be responsible for communicating to the Government their standard practices, and procedures for Service Interruption/Contingency and Catastrophic Loss and addresses possible causes for interruption including, but not limited to, acts of God/ natural disasters, human error, equipment failure, employee strikes, cease and desist orders, and Notice of Violations (NOVs) issued by any regulatory agency.

C.8 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.

C.8.1 Service Requests

During the Transition Period 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.8.3 Repair Response Procedures

The Contractor shall identify to the Government and implement clearly defined procedures by which the Installation Civil Engineering Squadron can submit service requests to the Contractor. The Contractor also shall clearly identify any difference in service request procedures that apply to routine, urgent, and emergency matters. The Government will be responsible for disseminating such procedures within the Installation. The Contractor shall provide a local or toll-free telephone number by which it can be contacted 24 hours a day, 7 days a week, for service requests. This number will connect the Government to a local dispatcher or equivalent supervisor capable of estimating Contractor repair crew arrival time. The Government will assign "emergency", "urgent", or "routine" designations when contacting the Contractor with a service call in accordance with the defined procedures.

The Contractor shall maintain records of all service request calls, documenting the time of the call, time of service response, cause of request, and action taken (including time and date completed). Such records shall be retained for 2 years, and may be reviewed by the Contracting Officer upon reasonable notice.

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

C.8.4 Notification Procedures

The Contractor shall have in place mechanisms, means, or procedures by which installation personnel can submit service requests to the Contractor. If there is an order of precedence of phone numbers for Government personnel to call, the Contractor shall determine and clearly define that precedence. The Contractor also shall clearly identify any difference in service request procedures that apply to routine, urgent, and emergency matters.

The Government will be responsible for disseminating such procedures within the Installation. In addition, the Contractor shall provide to the Contracting Officer the name of the local Project Manager or other responsible person and an alternate with after-hours contacts' telephone numbers.

C.8.5 Emergency Service Requests

An emergency condition is one that is detrimental to the mission of the base, significantly impacts operational effectiveness, or compromises the safety, health, and life of personnel. Such requests shall include, but are not necessarily limited to, electrical outages, downed power lines, water outages, broken water mains, natural gas outages, natural gas leaks, or wastewater main overflows.

The Contractor shall ensure it is able to receive the Installation's emergency service requests 24 hours a day, every day. Once an emergency request is received, the Contractor shall respond immediately. A representative knowledgeable of the system and the Service Interruption/ Contingency Plan shall be on the site of the emergency within 1 hour. Additionally, repair crews appropriately trained to eliminate the condition shall be at the emergency site within 2 hours. Work will be continuous until the emergency condition is eliminated or downgraded and service is restored. All emergencies will be remedied or downgraded to a non-emergency status within 24 hours.

C.8.6 Urgent Service Requests

An urgent condition is not an emergency but significantly hinders performance of Installation activities and requires elimination of potential fire, health, and safety hazards (for example, environmental controls, non-emergency utility leaks, special requests and events, plumbing problems, downgraded emergency responses, etc.).

Once an urgent request is received, the Contractor shall respond with a representative knowledgeable of the system and the Service Interruption/Contingency and Catastrophic Loss Plan to the site of the request within 24 hours. All urgent requests will be remedied within 5 calendar days. For regulated utilities, the service and its restoration in times of outage for urgent service requests shall be at least equivalent to the service provided to other similar customers.

C.8.7 Routine Service Requests

A routine service request is one that does not pose an immediate threat to public health, safety, or property, or to a mission or operation conducted at the Installation. Such requests may include, but are not necessarily limited to requests for new or relocated service connections.

The Contractor is not required to respond to the Installation's routine service requests outside normal duty hours. The Contractor may respond to routine service requests outside of normal duty hours at its option and with appropriate coordination. Initial response to any routine service request shall be made within 5 calendar days, and completed within 30 calendar days of receiving the request. After initial response, the Contractor shall pursue completion of routine service requests with due diligence. The Government acknowledges the Contractor is required to follow public bidding regulations which may affect completion of request. For regulated utilities, the service and its restoration in times of outage for routine service requests shall be at least equivalent to the service provided to other similar customers.

C.9 Coordination of Work**C.9.1 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.

Notification shall include date, time of outage, a list of buildings that will be affected and the estimated time until the service will be restored. The Contractor shall also notify building occupants in advance of outage.

C.9.2 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.

C.9.2.1.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. Scheduled utility outages may be required to occur after normal working hours to lessen the inconvenience to Installation mission critical functions. Only designated Government representatives may request utility service interruption. The Contractor will refer any other service interruption requests to a designated Government representative.

C.9.3 Construction and Restoration of Site

The Contractor will ensure that proper temporary facilities and controls are in place during any construction and other work it performs that could affect installation activities. All work must include temporary facilities and control measures to facilitate the flow of vehicular, emergency, and pedestrian traffic to include the following: high-intensity reflectorized signs, barricades, temporary sidewalks, fencing, and traffic cones. Once work is complete, the contractor will restore the area to an equal or better condition. Site restoration requires proper waste cleanup, removal, and disposal; replacement of cracked pavement and sidewalks; proper repair and sealing of utility cuts both on improved and unimproved land and roadways; replacement of loam or topsoil; top dressing by hand; lawn bed preparation; hydro air seeding, mulch, fertilizer and shrub replacement.

C.9.3.1.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.9.3.2. Underground Utility Location

At the request of the Installation, the Contractor shall be responsible for locating underground utility system components in support of the Installation's excavation permit process. Requests for line location shall be responded to within three (3) working days of the request at no additional cost to the Government.

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

C.9.4 Working Hours

Shall be discussed after award.

C.9.5 Coordination Meetings

The Contractor shall be available for meetings as reasonably required by the Contracting Officer.

C.9.6 Emergency Operation

The Government reserves the right to perform or supplement performance of contract functions with Government designated personnel during periods of disaster and emergency that affects the installation and prevents the Contractor from fulfilling its obligations under the contract. The Government shall coordinate with the Contractor and obtain authorization before supplementing the Contractor's performance in these circumstances. Such authorization shall not be unreasonably withheld.

C.9.7 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.

C.9.8 Plant Control

After obtaining the prior permission of the Contracting Officer's Representative, the 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 aesthetic values and trimming or removing them would be destructive of those values, the 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.10 Environmental Compliance

The Contractor shall comply with all applicable environmental laws and regulations including Installation specific requirements.

C.10.1 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 and for those permits that are not transferable.

C.10.2 Spill Contingencies

The Contractor shall adopt the procedures of the Installation Spill Contingency Plan or shall submit to the Contracting Officer for review and acceptance a Contractor developed Spill Contingency Plan. A Contractor-developed plan shall be prepared in accordance with the National Response Team's Integrated Contingency Plan Guidance (<http://nepis.epa.gov/> (type "ICP Guidance" in the "Search" box)).

C.10.3 Work in Environmentally Sensitive Areas

The Contractor shall comply with Installation procedures and standards for work in and around environmentally sensitive or contaminated property. Prior to accessing any environmentally sensitive areas, the Contractor shall coordinate with the designated Government Representative.

C.10.4 Environmental Impact Assessments

Modification of the utility system(s) on Government installations may require an environmental impact assessment in accordance with environmental impact analysis process applicable to the Installation. The Government shall be responsible for preparing all documents necessary for conducting this assessment.

C.10.5 Hazardous Material and Waste Minimization

Hazardous materials used in utility system operation and maintenance shall be handled in accordance with applicable laws and regulations. Appropriate Material Safety Data Sheets (MSDS) shall accompany all hazardous materials used on the Installation. The Contractor shall submit copies of MSDS to the Contracting Officer's Representative (COR), and retain a copy of each MSDS on-site. 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.10.6 Environmental Response

The Contractor shall be responsible for accomplishing at no cost to the Government any environmental response required as a result of the Contractor's activities. The Contractor may be required to perform, but shall not be responsible for the cost of, remediation for preexisting environmental conditions. Unexploded ordnance shall be considered a preexisting environmental condition.

C.10.7 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.10.8 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, but is listed subsequent to the award of this contract, 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 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 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 Contract, the provisions of the FFA will take precedence.

C.11 SDCs/Upgrades/Connections and Renewals and Replacements

C.11.1 Due Diligence Adjustment

The Contractor shall be responsible for all required SDC/Upgrades and renewals and replacements to maintain and operate the utility system(s) in a safe, reliable condition, and to meet the requirements of this contract.

C.11.2 SDCs/Upgrades/Connections and Renewals and Replacements

C.11.2.1 Initial System Deficiency Corrections/Connection Charges

Initial System Deficiency Corrections/connection charges are those necessary to reach the standards typically maintained by the Contractor on its utility systems, so that subsequent renewals and replacements will permit the long-term safe and reliable operation of the utility system. All ISDCs/Connections shall be listed in the first submittal of the Initial System Deficiency Corrections and Renewals and Replacements Plan. Any ISDCs/Connections proposed to remedy Government identified deficiencies shall be complete within 5 years of the contract award date. The Government reserves the right to buy down a previously amortized ISDC/connection at no penalty to the Government.

C.11.2.2 Future System Deficiency Corrections/Connection Charges

Future System Deficiency Corrections (SDC)/connection charges are investments in the utility system resulting from changes in service requirements, laws, or regulations. Future SDCs/connection charges may also include the implementation of new technologies.

C.11.2.3 Renewals and Replacements

Renewals and replacements are investments in the utility system to renew or replace system components that fail or reach the end of their useful life.

C.11.2.4 System Deficiency Corrections/Upgrades/Connections and Renewals and Replacements Plan

The Contractor shall prepare and submit a System Deficiency Corrections (SDC)/Upgrades/Connections and Renewals and Replacements Plan that identifies SDC/Upgrades/Connections and major renewals and replacements the Contractor intends to accomplish. The Annual SDC/Upgrades/Connections and Renewals and Replacement Plan shall contain a proposed SDC/Upgrade/Connection list for each of the next 5 years.

C.11.2.4.1 Initial System Deficiency Corrections/Upgrades/Connections and Renewals and Replacements Plan

This Plan shall be submitted with the proposal and shall include:

- A detailed description and a detailed firm fixed price for each Initial System Deficiency Correction and each Initial Upgrade.
- A detailed description and a line item firm fixed price for each Initial Connection and each Initial Renewal and Replacement.

C.11.2.4.2 Annual System Deficiency Corrections/Upgrades/Connections and Renewals and Replacements Plan

This Plan shall be prepared and submitted annually and shall contain a list of the proposed work efforts for System Deficiency Corrections (SDCs), Upgrades, New Connections, and Renewals and Replacements that the Contractor intends to accomplish for each of the next 5 years. The plan shall be structured as follows:

- Year 1 shall include detailed information for each work effort including site plans, cost estimates, schedules, and an analysis of the impact of construction on Installation operations and the environment. It shall also address safety requirements.
- Years 2-5 shall include line item descriptions, order-of-magnitude estimates, and general-area site plans for each work effort.

Unless the Contracting Officer provides written notification of an alternate date, the first Annual SDC/Upgrades/Connections and Renewals and Replacements Plan shall be submitted no later than **May 31** of the first full fiscal year following contract award. Thereafter, the plan shall be submitted no later than **May 31** of each year. The Plan shall be submitted to the Government representative designated in Section G.

C.11.2.5 SDCs/Upgrades

The Contractor may propose SDC/Upgrades in the Annual SDC/Upgrade/Connection and Renewal and Replacement Plan (Future SDC/Upgrades/Connections). The Government reserves the right to determine at its discretion whether it will pay for any portion of proposed SDC/Upgrades/Connections. Future SDC/Upgrades/Connections required to comply with requirements and standards imposed by law that have changed during the contract term will be paid subject to the availability of funds. Approved SDC/Upgrades and improvements identified in the SDC/Upgrades/Connections and Renewals and Replacements Plan will be paid, in accordance with Section B, when accomplished. The Government reserves the right to pay for any SDC/Upgrade/Connection as a lump-sum payment rather than by amortizing the SDC/Upgrade/Connection costs.

C.11.2.6 Requirements and Standards

The SDC/Upgrades/Connections and Renewals and Replacements Plan shall include an assessment of any new or revised standards and clearly address planned system improvements or operational changes needed to comply with such standards.

C.11.2.7 Anticipated Connections and Disconnections

The SDC/Upgrades/Connections and Renewals and Replacements Plan shall include a list of anticipated new service connections, including a preliminary design and estimated installation costs. The Government will provide a list of new service requirements and anticipated disconnections.

C.11.3 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. If a connection or disconnection constitutes reasonable cause for a change in service charge, the rate will be re-negotiated in accordance with FAR 52.243-1, Changes -Fixed-Price-Alt 1, or FAR 52.241-7, Changes in Rates or Terms and Conditions of Service for Regulated Services, whichever is applicable.

C.11.3.1 Temporary Connections

The Contractor shall extend temporary service to the Government or Contractors performing work on the Installation when requested by the Government.

The Government will identify the party responsible for reimbursing the Contractor for temporary connections or utility usage. The Contractor shall provide the following information regarding any temporary service connections:

1. Name of the temporary customer
2. Cost
3. Date of Installation
4. Expected duration of the connection
5. Description of the connection, including route and type of material
6. POC, Title and Phone Number

C.11.3.2 Permanent Connections

(a) Charge. In consideration of the Contractor furnishing and installing at its expense any new connecting facilities requested by the Government, the Government shall pay the Contractor a mutually agreed upon connection charge. Any payment will be in a form agreed to by the parties and as permitted by applicable law. When the Government requests new connecting

facilities, including work necessary to increase the capacity of existing facilities, the Contractor shall submit a detailed proposal identifying the work necessary to provide the required utility services, any proposed connection charge, and the proposed change in the monthly utility service fee that will go into effect upon completion and placement into service of the new connecting facilities.

Payment for connection charges may be made as a line item under this contract or directly by the requesting party, however, regardless of payment method, the terms and conditions of this contract shall control. As a condition precedent to final payment, the Contractor shall execute a release of any claims against the Government arising under or by the virtue of such installation. Proposed changes to the monthly utility service fee(s) must be approved in advance by the Contracting Officer, regardless of the payment vehicle utilized for the connection charge.

(b) Ownership, operation, maintenance and repair of new facilities to be provided. The facilities to be supplied by the Contractor under this clause, notwithstanding the payment by the Government of a connection charge, shall be and remain the property of the Contractor and shall, at all times during the life of this contract or any renewals thereof, be operated, maintained, and repaired by the Contractor at its expense. All taxes and other charges in connection therewith, together with all liability arising out of the construction, operations, maintenance, or repair of such facilities, shall be the obligation of the Contractor.

(c) Credits for Refundable Connection Charges.

(1) Where the Government is part of the Contractor's general rate base and the Contractor subsequently includes the cost of the connecting facilities in its general rate base, the Contractor agrees to allow the Government, on each monthly bill for service furnished under this contract to the service location, a credit in the form of a percentage of the amount of each such bill as rendered until the accumulation of credits shall equal the amount of such connection charge. The amount of the credit percentage shall be negotiated, but shall not be less than that provided for under the terms of any tariff filed by the Contractor or otherwise provided by the Contractor to any commercial customer, provided that the Contractor may at any time allow a credit up to 100 percent of the amount of each such bill.

(2) In the event the Contractor serves any customer other than the Government (regardless of whether the Government is being served simultaneously, intermittently, or not at all) by means of these facilities, the Contractor shall promptly notify the Government in writing. Unless otherwise agreed by the parties in writing at that time, the Contractor shall promptly credit the Government, up to 100 percent of each monthly bill, until there is refunded the amount that reflects the Government's connection costs for that portion of the facilities used in serving others.

(d) Terminations. Payment for and disposition of wholly or partially completed facilities upon termination of the contract shall be in accordance with Section H, Government Repurchase Option.

C.12 Transition Period and Operational Transition Plan

C.12.1 Transition Period

The Transition Period will begin on contract award. The Contractor shall propose the length of the transition period. Transition period shall be long enough to allow a smooth transition.

This transition period is intended to provide the Contractor time to perform additional due diligence functions, complete the joint inventory, and stand up operations in support of the contract. 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 will be paid for transition costs in accordance with the pricing proposal. Transition costs are defined as all costs expended during the transition period that are necessary and reasonable to assume ownership and responsibility for the system.

The Bill of Sale (BOS) must be approved/signed by the appropriate USAF Official (s) after upgrade work has been completed and the Government requires 45 days for the BOS coordination and approval process. The contractor's transition plan must permit sufficient time for the agreed upon at least 45 days prior to contract start date to provide the Government the necessary 45-day BOS processing period prior to conclusion of the transition period. Any resultant additional transition costs incurred as a result of failure to meet

these timeliness requirements will only be compensated by the government where the failure is not attributable in any way to the acts or omissions of the contractor.

The Contractor shall assume full responsibility of all operations and maintenance at 12:01 a.m. on the date shown in the Period of Performance.

The Operational Transition Plan is subject to final acceptance by the Contracting Officer.

C.12.2 Joint Inventory

A joint inventory will be completed during the Transition Period. 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

C.13 Historical, Architectural, & Landscaping Requirements

Cultural resources on Federal property are protected and managed by the Archaeological Resources Protection Act of 1979 and other applicable laws. The Contractor shall exercise care so as not to disturb or damage artifacts or fossils (should any be uncovered) during the excavation operations. Should the Contractor discover evidence of possible scientific, prehistoric, historic or archaeological finds within the work limit lines or adjacent to the work area, the Contractor shall immediately cease work at that location and notify the Contracting Officer. The Contractor shall provide the Contracting Officer with complete information as to the specific location and nature of the findings. Where appropriate by reason of discovery, the Contracting Officer may order delays in time of performance or changes in the work or both. If such delays or changes are ordered, an equitable adjustment will be made in accordance with the applicable clauses of the contract.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
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Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	03-SEP-2018	1	115 CE - F7P3CE 3110 MITCHELL STREET BLDG 1200 MADISON WI 53704 608-245-4563 FOB: Destination	F7P3CE


DELIVERIES OR PERFORMANCE

F.1 Contract Term

The Contractor(s) 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 maximum period of 50 years commencing with the contract start date, provided that the Government is able to make the determination required by 10 U.S.C. §2688(d)(2). If the Government terminates the contract, whether for convenience or default, the appropriate FAR termination clauses will apply.

F.2 Commencement of Service

The Contractor shall complete all transitions and be prepared to provide utility services on the contract start date. The contract start date is defined as the expiration of the transition period (proposed by the Offeror) and the initiation of monthly utility service. The period of performance begins at the contract start date.

 Performance Period Begins Here		
Phase I	Phase II	Phase III
Contract Award Date	Transition Period (Pre-performance)	Contract Start Date
Fixed date in time Government and Offeror agree to terms and conditions of utility service contract.	Offeror proposes duration of transition period; Transition period begins upon execution of contract award.	Transition Period Ends and Performance of Utility Services begins.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 5763840 586 41L1 374468 01 570F9 55879F 387700 F87700
AMOUNT: \$626,000.00
CIN 00000000000001345924: \$626,000.00

ACCOUNTING AND APPROPRIATION DATA

AA: 5763840 586 41L1 374468 01 570F9 55879F 387700 F87700
AMOUNT: \$626,000.00
CIN 00000000000001345924: \$626,000.00

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H.1 Insurance Requirements

H.1.1 General Insurance

The Contractor shall carry a liability policy that provides a General Liability limit of \$10,000,000 per occurrence with a \$30,000,000 aggregate limit. The Contractor's Automobile Liability shall be \$10,000,000 per accident. The Contractor is self-insured for workers compensation and purchases excess coverage up to statutory limits with a \$650,000 retention. The Contractor also purchases \$1,000,000 limits for Employers Liability. The Government understands and agrees that the Contractor is unable to add the Government as additional insured to the above policies.

H.2 Interest Allowability of Capital Investment

Pursuant to the DoD Class Deviation 2011-O0006, Utilities Privatization - Class Deviation from FAR Part 31, signed 31 March 2011, and as determined by the Contracting Officer, the Contractor will be permitted to recover its interest costs associated only with capital expenditures to acquire, renovate, replace, upgrade, and/or expand utility systems. Interest rates used to calculate allowable interest costs must be limited to 600 basis points above the Contract Disputes Act (CDA) interest rate (41 U.S.C. 611) in effect at the time the contractor makes the capital expenditure. The contractor shall not receive facilities capital cost of money under FAR 31.205-10. CDA interest rate(s), which are the same rates as the Prompt Payment Act interest rates, are published at the following website: <https://www.fiscal.treasury.gov/fsservices/gov/pmt/promptPayment/rates.htm>.

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 Government Repurchase Option

- (1) The Government may, at its sole option, repurchase the privatized system at the end of the contract term or in the event the contract is terminated for the convenience of the Government or for default.
- (2) The Government shall exercise its repurchase option by providing written notice to the Contractor.
- (3) As consideration for the repurchase, the Government shall pay the Contractor the amount of the Contractor's Unrecovered Investments in the System as defined in Paragraph 8 below. The repurchase shall become effective and the System[s] shall become the property of the Government 120 days after the Government issues notice of its intent to exercise its repurchase option or on such later date as the Government may designate. Following the transfer of the System to the Government, the Contractor shall present an invoice for the repurchase price.
- (4) In the event of a repurchase, the system shall be transferred to the Government free of all liens and encumbrances. The Contractor and the Government shall cooperate in preparing and executing all documents required to accomplish the transfer. All information in all media (electronic, paper and otherwise) including, without limitation, books, manuals, operating procedures, specifications, databases and maps necessary or useful for operating the System shall be transferred to the Government with the System. In addition, copies of all Contractor operations and maintenance records shall be transferred to the Government with the System.
- (5) To the extent the Contractor receives payments for Unrecovered Investments in accordance with this clause, the Contractor shall not be entitled to equivalent payments for Unrecovered Investments under any termination, cancellation or similar provision of the Contract.

(6) In the event of termination for default, the Government may offset against payments made as consideration for repurchase under this Section any damages, including excess reprourement costs, it suffers as a consequence of the Contractor's default. The Government shall have no obligation to tender the repurchase price until the quantum of such damages is defined.

(7) The Contractor shall maintain an up to date account of the current System repurchase price throughout the contract term based upon a methodology established by the Contractor and approved by the Government prior to contract award. Upon request, the Contractor shall make the account available to the Government with appropriate supporting documentation.

(8) Definitions

- A. For purposes of this Section, "Privatized System" or "System" means all fixtures and equipment used or useful for operating the utility system[s].
- B. For purposes of this Section, "Unrecovered Investments" means
 - 1. The purchase price for the utility system[s] defined in Section B of the contract but only to the extent the Contractor has paid all or a portion of the purchase price to the Government without offsetting recovery;
 - 2. Improvements or additions to the system located on Government property and approved by the Government that are:
 - a) identified in the Contractor's Initial System Deficiency Corrections and Renewal and Replacement Plan and subsequent Plans provided annually throughout the contract term ; or
 - b) the result of requests for connections or connecting facilities.

However, the Contractor will only be compensated to the extent such investments have not been recovered by the Contractor in the form of payments made by or on behalf of the Government on account of such investments.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-14	Service Contract Reporting Requirements	JAN 2014
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013

52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.241-2	Order of Precedence - Utilities	FEB 1995
52.241-3	Scope and Duration of Contract	FEB 1995
52.241-4	Change in Class of Service	FEB 1995
52.241-5	Contractor's Facilities	FEB 1995
52.241-6	Service Provisions	FEB 1995
52.241-7	Changes in Rates or Terms and Conditions of Service for Regulated Services	FEB 1995
52.242-15	Stop-Work Order	AUG 1989
52.244-5	Competition In Subcontracting	DEC 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Aug 2016)	AUG 2016
252.225-7012	Preference For Certain Domestic Commodities	AUG 2016
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, "Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

(vi) Terms of any discount for prompt payment offered;

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

- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Not Applicable

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to (Contracting Officer complete in accordance with agency procedures).

(End of clause)

52.232-30 INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS. (OCT 1995)

(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing installment payment as specified in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) Computation of amounts. Installment payment financing shall be paid to the Contractor when requested for each separately priced unit of supply (but not for services) of each contract line item in amounts approved by the Contracting Officer pursuant to this clause.

(1) Number of installment payments for each contract line item. Each separately priced unit of each contract line item is authorized a fixed number of monthly installment payments. The number of installment payments authorized for each unit of a contract line item is equal to the number of months from the date of contract award to the date one month before the first delivery of the first separately priced unit of the contract line item. For example, if the first scheduled delivery of any separately priced unit of a contract line item is 9 months after award of the contract, all separately priced units of that contract line item are authorized 8 installment payments.

(2) Amount of each installment payment. The amount of each installment payment for each separately priced unit of each contract line item is equal to 70 percent of the unit price divided by the number of installment payments authorized for that unit.

(3) Date of each installment payment. Installment payments for any particular separately priced unit of a contract line item begin the number of months prior to the delivery of that unit that are equal to the number of installment

payments authorized for that unit. For example, if 8 installment payments are authorized for each separately priced unit of a contract line item, the first installment payment for any particular unit of that contract line item would be 8 months before the scheduled delivery date for that unit. The last installment payment would be 1 month before scheduled delivery of a unit.

(4) Limitation on payment. Prior to the delivery payment for a separately priced unit of a contract line item, the sum of all installment payments for that unit shall not exceed 70 percent of the price of that unit.

(c) Contractor request for installment payment. The Contractor may submit requests for payment of installment payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all installment payments in any month for which payment is being requested shall be included in a single request, appropriately itemized and totaled.

(d) Dates for payment. An installment payment under this clause is a contract financing payment under the Prompt Payment clause of this contract, and except as provided in paragraph (e) of this clause, approved requests shall be paid within 30 days of submittal of a proper request for payment.

(e) Liquidation of installment payments. Installment payments shall be liquidated by deducting from the delivery payment of each item the total unliquidated amount of installment payments made for that separately priced unit of that contract line item. The liquidation amounts for each unit of each line item shall be clearly delineated in each request for delivery payment submitted by the Contractor.

(f) Security for installment payment financing. In the event the Contractor fails to provide adequate security as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the contract. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided, and suspend further payments to the Contractor; the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(g) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated installment payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions--Commercial Items.

(h) Reservation of rights. (1) No payment, vesting of title under this clause, or other action taken by the Government under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(i) Content of Contractor's request for installment payment. The Contractor's request for installment payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for installment payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An itemized and totaled statement of the items, installment payment amount, and month for which payment is being requested, for each separately priced unit of each contract line item.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice 2in1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

FA6492

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F87700
Issue By DoDAAC	FA6492
Admin DoDAAC	FA6492
Inspect By DoDAAC	FA6492
Ship To Code	FA6492
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____

Service Acceptor (DoDAAC) _____
Accept at Other DoDAAC _____
LPO DoDAAC _____
DCAA Auditor DoDAAC _____
Other DoDAAC(s) _____

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Katherine.i.fox.mil@mail.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Katherine Fox, 608-245-4524

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	10 USC 2688	4	06-SEP-2016

10 USC 2688: Utility systems: conveyance authority
Text contains those laws in effect on September 5, 2016

From Title 10-ARMED FORCES

Subtitle A-General Military Law

PART IV-SERVICE, SUPPLY, AND PROCUREMENT

CHAPTER 159-REAL PROPERTY; RELATED PERSONAL PROPERTY; AND LEASE OF NON-EXCESS PROPERTY

Jump To:

[Source Credit](#)

[Prior Provisions](#)

[Amendments](#)

§2688. Utility systems: conveyance authority

(a) Conveyance Authority.-The Secretary of a military department may convey a utility system, or part of a utility system, under the jurisdiction of the Secretary to a municipal, private, regional, district, or cooperative utility company or other entity. The conveyance may consist of all right, title, and interest of the United States in the utility system or such lesser estate as the Secretary considers appropriate to serve the interests of the United States.

(b) Selection of Conveyee.- (1) If more than one utility or entity referred to in subsection (a) notifies the Secretary concerned of an interest in a conveyance under such subsection, the Secretary shall carry out the conveyance through the use of competitive procedures.

(2) Notwithstanding paragraph (1), the Secretary concerned may use procedures other than competitive procedures, but only in accordance with subsections (c) through (f) of section 2304 of this title, to select the conveyee of a utility system (or part of a utility system) under subsection (a).

(3) With respect to the solicitation process used in connection with the conveyance of a utility system (or part of a utility system) under subsection (a), the Secretary concerned shall ensure that the process is conducted in a manner consistent with the laws and regulations of the State in which the utility system is located to the extent necessary to ensure that all interested regulated and unregulated utility companies and other interested entities receive an opportunity to acquire and operate the utility system to be conveyed.

(c) Consideration.- (1) The Secretary concerned may require as consideration for a conveyance under subsection (a) an amount equal to the fair market value (as determined by the Secretary) of the right, title, or interest of the United States conveyed. The consideration may take the form of-

(A) a lump sum payment; or

(B) a reduction in charges for utility services provided by the utility or entity concerned to the military installation at which the utility system is located.

(2) If the utility services proposed to be provided as consideration under paragraph (1) are subject to regulation by a Federal or State agency, any reduction in the rate charged for the utility services shall be subject to establishment or approval by that agency.

(d) Contracts for Utility Services.- (1) Except as provided in paragraph (2), a contract for the receipt of utility services as consideration under subsection (c), or any other contract for utility services entered into by the Secretary concerned in connection with the conveyance of a utility system under this section, may be for a period not to exceed 10 years.

(2) The Secretary of Defense, or the designee of the Secretary, may authorize a contract for utility services described in paragraph (1) to have a term in excess of 10 years, but not to exceed 50 years, if the Secretary determines that a contract for a longer term will be cost effective. The determination of cost effectiveness shall be made using a business case analysis that includes an independent estimate of the level of investment that should be required to maintain adequate operation of the utility system over the proposed term of the contract.

(e) Treatment of Payments.- (1) A lump sum payment received under subsection (c) shall be credited, at the election of the Secretary concerned-

(A) to an appropriation of the military department concerned available for the procurement of the same utility services as are provided by the utility system conveyed under this section;

(B) to an appropriation of the military department available for carrying out energy savings projects or water conservation projects; or

(C) to an appropriation of the military department available for improvements to other utility systems.

(2) Amounts so credited shall be merged with funds in the appropriation to which credited and shall be available for the same purposes, and subject to the same conditions and limitations, as the appropriation with which merged.

[(f) Repealed. Pub. L. 112–81, div. A, title X, §1061(21)(C), Dec. 31, 2011, 125 Stat. 1584.]

(g) Additional Terms and Conditions.—(1) The Secretary concerned may require such additional terms and conditions in connection with a conveyance under subsection (a) as the Secretary considers appropriate to protect the interests of the United States.

(2) The Secretary concerned shall require in any contract for the conveyance of a utility system (or part of a utility system) under subsection (a) that the conveyee manage and operate the utility system in a manner consistent with applicable Federal and State regulations pertaining to health, safety, fire, and environmental requirements.

(h) Assistance for Construction, Repair, or Replacement of Utility Systems.—In lieu of carrying out a military construction project to construct, repair, or replace a utility system, the Secretary concerned may use funds authorized and appropriated for the project to facilitate the conveyance of the utility system under this section by making a contribution toward the cost of construction, repair, or replacement of the utility system by the entity to which the utility system is being conveyed.

(i) Utility System Defined.—(1) In this section, the term "utility system" means any of the following:

- (A) A system for the generation and supply of electric power.
- (B) A system for the treatment or supply of water.
- (C) A system for the collection or treatment of wastewater.
- (D) A system for the generation or supply of steam, hot water, and chilled water.
- (E) A system for the supply of natural gas.
- (F) A system for the transmission of telecommunications.

(2) The term "utility system" includes the following:

- (A) Equipment, fixtures, structures, and other improvements utilized in connection with a system referred to in paragraph (1).
- (B) Real property, easements, and rights-of-way associated with a system referred to in that paragraph.

(j) Conveyance of Additional Utility Infrastructure After Conveyance of a Utility System.—(1) Upon conveyance of a utility system, the Secretary of a military department may convey additional utility infrastructure under the jurisdiction of the Secretary on a military installation to a utility or entity to which a utility system for the installation has been conveyed under subsection (a) if the Secretary determines that—

- (A) the additional utility infrastructure cannot operate without being a part of the conveyed utility system or operation of the additional utility infrastructure by the utility or entity would be in the best interest of the Government; and
- (B) the military department receives as consideration an amount for the utility infrastructure determined in the same manner as the consideration the Secretary could require under subsection (c) for a conveyance under subsection (a).

(2) The conveyance under this paragraph may consist of all right, title, and interest of the United States or such lesser estate as the Secretary considers appropriate to serve the interests of the United States.

(k) Limitation.—This section shall not apply to projects constructed or operated by the Army Corps of Engineers under its civil works authorities.

(Added Pub. L. 105–85, div. B, title XXVIII, §2812(a), Nov. 18, 1997, 111 Stat. 1992 ; amended Pub. L. 106–65, div. A, title X, §1067(1), div. B, title XXVIII, §2812, Oct. 5, 1999, 113 Stat. 774, 851; Pub. L. 106–398, §1 [[div. A], title X, §1087(a)(15), div. B, title XXVIII, §2813], Oct. 30, 2000, 114 Stat. 1654, 1654A-291, 1654A-418; Pub. L. 108–136, div. A, title X, §1031(a)(32), Nov. 24, 2003, 117 Stat. 1600 ; Pub. L. 109–163, div. B, title XXVIII, §2823(a)–(d), Jan. 6, 2006, 119 Stat. 3514–3516 ; Pub. L. 110–417, div. B, title XXVIII, §2813, Oct. 14, 2008, 122 Stat. 4728 ; Pub. L. 111–84, div. B, title XXVIII, §2821, Oct. 28, 2009, 123 Stat. 2664 ; Pub. L. 112–81, div. A, title X, §1061(21), Dec. 31, 2011, 125 Stat. 1584 ; Pub. L. 113–66, div. B, title XXVIII, §2813, Dec. 26, 2013, 127 Stat. 1014 ; Pub. L. 114–92, div. B, title XXVIII, §2813, Nov. 25, 2015, 129 Stat. 1175.)

PRIOR PROVISIONS

A prior section 2688, added Pub. L. 96–125, title VIII, §804(a)(1), Nov. 26, 1979, 93 Stat. 948 ; amended Pub. L. 96–418, title VIII, §804, Oct. 10, 1980, 94 Stat. 1777 ; Pub. L. 97–22, §11(a)(9), July 10, 1981, 95 Stat. 138 ; Pub. L. 97–99, title IX, §901, Dec. 23, 1981, 95 Stat.

1381 , related to use of solar energy systems in new facilities, prior to repeal by Pub. L. 97-214, §§7(1), 12(a), July 12, 1982, 96 Stat. 173 , 176, effective Oct. 1, 1982, and applicable to military construction projects, and to construction and acquisition of military family housing authorized before, on, or after such date. See section 2915 of this title.

AMENDMENTS

2015-Subsec. (j). Pub. L. 114-92, §2813(1), substituted "Conveyance of Additional" for "Construction of" in heading.

Subsec. (j)(1). Pub. L. 114-92, §2813(2), redesignated subpar. (B) as (A) and substituted "utility system or operation of the additional utility infrastructure by the utility or entity would be in the best interest of the Government; and" for "utility system;," redesignated subpar. (D) as (B) and substituted "amount for" for "amount equal to the fair market value of", and struck out former subpars. (A) and (C) which read as follows:

"(A) the additional utility infrastructure was constructed or installed after the date of the conveyance of the utility system;

"(C) the additional utility infrastructure was planned and coordinated with the entity operating the conveyed utility system; and".

2013-Subsec. (d)(2). Pub. L. 113-66 inserted at end "The determination of cost effectiveness shall be made using a business case analysis that includes an independent estimate of the level of investment that should be required to maintain adequate operation of the utility system over the proposed term of the contract."

2011-Subsec. (a). Pub. L. 112-81, §1061(21)(A), struck out par. (1) designation before "The Secretary of a military department" and struck out pars. (2) and (3) which related to conditions for entry into a contract to convey all or part of a utility system and conditions under which the Secretary concerned could not reconsider conversion to contractor operation under section 2461 of this title for a five-year period, respectively.

Subsec. (d)(2). Pub. L. 112-81, §1061(21)(B), struck out at end "The economic analysis submitted to the congressional defense committees under subsection (a)(2) for the conveyance of the utility system, or part thereof, with regard to which the utility services contract will be entered into by the Secretary concerned shall include the determination required by this paragraph, an explanation of the need for the longer term contract, and a comparison of costs between a 10-year contract and the longer-term contract."

Subsec. (f). Pub. L. 112-81, §1061(21)(C), struck out subsec. (f). Prior to amendment, text read as follows: "Not later than 30 days after the end of each quarter of a fiscal year, the Secretary shall submit to the congressional defense committees a report on the conveyances made under subsection (a) during such fiscal quarter."

Subsec. (h). Pub. L. 112-81, §1061(21)(D), struck out at end "The Secretary concerned shall consider any such contribution in the economic analysis required under subsection (a)(2)."

2009-Subsec. (a)(2)(A)(ii). Pub. L. 111-84, §2821(a), substituted "system by 10 percent of the long-term cost for provision of those utility services in the agency tender; and" for "system; and".

Subsec. (a)(3). Pub. L. 111-84, §2821(b), added par. (3).

2008-Subsecs. (j), (k). Pub. L. 110-417 added subsec. (j) and redesignated former subsec. (j) as (k).

2006-Subsec. (a). Pub. L. 109-163, §2823(a), designated existing provisions as par. (1) and added par. (2).

Subsec. (c)(1). Pub. L. 109-163, §2823(b), substituted "may require" for "shall require" in introductory provisions.

Subsec. (c)(3). Pub. L. 109-163, §2823(c)(2), redesignated subsec. (c)(3) as (d).

Subsec. (d). Pub. L. 109-163, §2823(c)(2), redesignated subsec. (c)(3) as (d), substituted "Contracts for Utility Services.-" (1) Except as provided in paragraph (2), a contract" for "A contract", "subsection (c)" for "paragraph (1)", and "10 years" for "50 years", and added par. (2). Former subsec. (d) redesignated (e).

Subsec. (e). Pub. L. 109-163, §2823(c)(1), redesignated subsec. (d) as (e). Former subsec. (e) redesignated (f).

Subsec. (f). Pub. L. 109-163, §2823(d)(1), struck out at end "The report shall include, for each such conveyance, an economic analysis (based upon accepted life-cycle costing procedures approved by the Secretary of Defense) demonstrating 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 services provided by the utility system concerned."

Pub. L. 109-163, §2823(c)(1), redesignated subsec. (e) as (f). Former subsec. (f) redesignated (g).

Subsec. (g). Pub. L. 109-163, §2823(c)(1), redesignated subsec. (f) as (g). Former subsec. (g) redesignated (h).

Subsec. (h). Pub. L. 109-163, §2823(d)(2), substituted "subsection (a)(2)" for "subsection (e)".

Pub. L. 109-163, §2823(c)(1), redesignated subsec. (g) as (h). Former subsec. (h) redesignated (i).

Subsecs. (i), (j). Pub. L. 109-163, §2823(c)(1), redesignated subsecs. (h) and (i) as (i) and (j), respectively.

2003-Subsec. (e). Pub. L. 108-136 amended heading and text of subsec. (e) generally. Prior to amendment, text read as follows: "The Secretary concerned may not make a conveyance under subsection (a) until-

"(1) the Secretary submits to the Committee on Armed Services and the Committee on Appropriations of the Senate and the Committee on Armed Services and the Committee on Appropriations of the House of Representatives an economic analysis (based upon accepted life-cycle costing procedures approved by the Secretary of Defense) demonstrating that-

"(A) 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

"(B) the conveyance will reduce the long-term costs of the United States for utility services provided by the utility system concerned; and

"(2) a period of 21 days has elapsed after the date on which the economic analysis is received by the committees."

2000-Subsec. (b). Pub. L. 106-398, §1 [div. B, title XXVIII, §2813(a)], designated existing provisions as par. (1) and added pars. (2) and (3).

Subsec. (f). Pub. L. 106-398, §1 [div. B, title XXVIII, §2813(b)], designated existing provisions as par. (1) and added par. (2).

Subsecs. (h) to (j). Pub. L. 106-398, §1 [[div. A], title X, §1087(a)(15)], redesignated subsecs. (i) and (j) as (h) and (i), respectively.

1999-Subsec. (c)(3). Pub. L. 106-65, §2812(a), added par. (3).

Subsec. (e)(1). Pub. L. 106-65, §1067(1), substituted "and the Committee on Armed Services" for "and the Committee on National Security" in introductory provisions.

Subsec. (g). Pub. L. 106-65, §2812(c)(2), added subsec. (g). Former subsec. (g) redesignated (i).

Subsec. (g)(2)(B). Pub. L. 106-65, §2812(b), substituted "Real property, easements," for "Easements".

Subsecs. (h) to (j). Pub. L. 106-65, §2812(c)(1), redesignated subsecs. (g) and (h) as (i) and (j), respectively.



Contract Routing Form

printed on: 09/23/2016

ROUTING: Hand Carry

Contract between: City Of Madison
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Wisconsin Air National Guard 115 Truax Field Sanitary Sewer System

Contract No.: 7824 File No.: 44450
Enactment No.: RES-16-00684 Enactment Date: 09/22/2016
Dollar Amount: 625,755.00

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	9.23.16	
Risk Manager		
Finance Director		
City Attorney		
Mayor		

SIGN HERE

Sign Here

Please return signed Contracts to the City Clerk's Office Room 103, City-County Building for filing.

Original + 0 Copies