

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. SP0600-09-R-0806	5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 3830 FT. BELVOIR, VA 22060-6222 FAX (703) 767-9490 JOHN HILDRETH/DESC-EB/john.hildreth@dla.mil PHONE (703) 767-8671 P.P. 8.2		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)			X	9a. AMENDMENT OF SOLICITATION NO. SP0600-09-R-0806
				9b. DATED (SEE ITEM 11) 19 Jan 2000
				10a. MODIFICATION OF CONTRACT/ORDER NO.
				10b. DATED (SEE ITEM 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 12.05 CHANGES-FIXED PRICE (AUG 87)				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.01				
OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
13. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter w				
See following pages.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER LAURA J. CARLSON	
15B. NAME OF CONTRACTOR/OFFEROR BY (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED April, 2009	

The purpose of this amendment is to incorporate the following changes into subject solicitation:

A) Block 9 of Standard Form 33 is extended from May 13, 2009 at 3:00 PM to June 10, 2009 at 3:00 PM.

B) Delete Section C.6, *Access to the Utility System*, and replace it with the following:

C.6.1 General

The Contractor and its agents, employees, contractors, and subcontractors shall have reasonable access to the Installation (Premises) to accomplish its duties and responsibilities under the Contract. Such access is subject to the general supervision and control of the Installation's commander and his duly authorized representatives. 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. At such times and for such part of the Premises as the Installation Commander may determine, the Government and the Contractor, hereinafter referred to as the “Parties,” will prepare and sign a Physical Condition Report to reflect the condition of the Premises prior to the Premises being disturbed by the activities of the Contractor. Such Report shall be used by the Government upon the expiration or termination of this Contract to determine whether the Contractor has fulfilled its obligations to maintain and restore the Premises to the condition required by this Right-of-Access.

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) Delete Section C.11.2.4, *Annual System Deficiency Corrections/Connections/Upgrades/Connections and Renewals and Replacements Plan*, and replace it with the following:

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 with each proposal revision 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.

D) Add FAR 52.230-1, *Cost Accounting Standards Notices and Certification*, to Section K:

52.230-1 -- Cost Accounting Standards Notices and Certification

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name
and Address of Cognizant ACO or Federal Official Where
Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and
Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

- (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

yes no

(End of Provision)

E) Delete Section I, *FAR Clauses*, in it's entirety and replace with the following:

I.2 FAR Clauses

The following FAR clauses are incorporated by reference:

FAR Paragraph	Clause Title	IAW	Date
52.202-1	Definitions	FAR 2.201	Jul 2004
52.203-3	Gratuities	FAR 3.202	Apr 1984
52.203-5	Covenant Against Contingent Fees	FAR 3.404	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	FAR 3.503-2	Sep 2006
52.203-7	Anti-Kickback Procedures	FAR 3.502-3	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	FAR 3.104-9(a)	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	FAR 3.104-9(b)	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	FAR 3.808(b)	Sep 2007
52.203-13	Contractor Code of Business Ethics and Conduct	FAR 3.1004(a)	Dec 2008
52.204-4	Printing or Copied Double-Sided on Recycled Paper	FAR 4.303	Aug 2000
52.204-7	Central Contractor Registration	FAR 4.1104	Apr 2008
52.207-3	Right of First Refusal of Employment	FAR 7.305(c)	May 2006
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	FAR 9.409(b)	Sep 2006

FAR Paragraph	Clause Title	IAW	Date
52.215-2	Audit and Records - - Negotiations	FAR 15.209(b)	Mar 2009
52.215-8	Order of Precedence – Uniform Contract Format See Section C.1 of contract	FAR 15.209(h)	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data— Modifications	FAR 15.408(c)	Oct 1997
52.215-13	Subcontractor Cost or Pricing Data—Modifications	FAR 15.408(e)	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information other than Cost or Pricing – Modifications	FAR 15.408(m)	Oct 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	FAR 19.1308(b)	Jul 2005
52.219-8	Utilization of Small Business Concerns	FAR 19.708(a)	May 2004
52.219-9	Small Business Subcontracting Plan w/ Alt II below	FAR 19.708(b)	Apr 2008
52.219-9	Alternate II	FAR 19.708(b)(1)	Apr 2008
52.219-16	Liquidated Damages—Subcontracting Plan	FAR 19.708(b)(2)	Jan 1999
52.219-25	Small Disadvantaged Business participation Program- Disadvantaged Status and Reporting	FAR 19.1204(b)	Apr 2008
52.219-28	Post-Award Small Business Representation	FAR 19.308(d)	Jun 2007
52.222-1	Notice to the Government of Labor Disputes	FAR 22.103-5(a)	Feb 1997
52.222-3	Convict Labor	FAR 22.202	Jun 2003
52.222-4	Contract Work Hours and Safety Standards Act - - Overtime Compensation	FAR 22.305	Jul 2005
52.222-21	Prohibition of Segregated Facilities	FAR 22.810(a)(1)	Feb 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FAR 22.810(c)	Feb 1999
52.222-26	Equal Opportunity	FAR 22.810(e)	Mar 2007

FAR Paragraph	Clause Title	IAW	Date
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	FAR 22.1310(a)(1)	Sep 2006
52.222-36	Affirmative Action for Workers with Disabilities	FAR 22.1408(a)	Jun 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	FAR 22.1310(b)	Sep 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	FAR 22.1605	Dec 2004
52.222-50	Combating Trafficking in Persons	FAR 22.1705(a)	Feb 2009
52.223-5	Pollution Prevention and Right-to-Know Information	FAR 23.1005	Aug 2003
52.223-6	Drug-Free Workplace	FAR 23.505	May 2001
52.223-12	Refrigeration Equipment And Air Conditioners	FAR 23.804(b)	May 1995
52.223-13	Certification of Toxic Chemical Release Reporting	FAR 23.906(a)	Aug 2003
52.223-14	Toxic Chemical Release Reporting	FAR 23.906(b)	Aug 2003
52.228-5	Insurance-Work on a Government Installation	FAR 28.310	Jan 1997
52.232-1	Payments	FAR 32.111(a)(1)	Apr 1984
52.232-8	Discounts for Prompt Payment	FAR 32.111(b)(1)	Feb 2002
52.232-11	Extras	FAR 32.111(c)(2)	Apr 1984
52.232-17	Interest	FAR 32.611(a)(b)	Oct 2008
52.232-18	Availability of Funds	FAR 32.705-1(a)	Apr 1984

FAR Paragraph	Clause Title	IAW	Date
52.232-23	Assignment of Claims ALT 1	FAR 32.806(a)(1)	Jan 1986 Apr 1984
52.232-25	Prompt Payment	FAR 32.908(c)	Oct 2008
52.232-33	Payment by Electronic Funds Transfer --Central Contractor Registration	FAR 32.1110(a)(1)	Oct 2003
52.233-1	Disputes ALT 1	FAR 33.215	Jul 2002 Dec 1991
52.233-3	Protest after Award	FAR 33.106(b)	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	FAR 32.215(b)	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	FAR 37.110(b)	Apr 1984
52.237-3	Continuity of Services	FAR 37.110(c)	Jan 1991
52.242-1	Notice of Intent to Disallow Costs	FAR 42.802	Apr 1984
52.242-13	Bankruptcy	FAR 42.903	Jul 1995
52.243-1	Changes – Fixed-Price – ALT I	FAR 43.205(a)(1)	Aug 1987 Apr 1984
52.244-6	Subcontracts for Commercial Items	FAR 44.403	Mar 2009
52.249-2	Termination for Convenience of the Government (Fixed Price)	FAR 49.502(b)(1)(i)	May 2004
52.249-8	Default (Fixed Price Supply and Service)	FAR 49.504(a)(1)	Apr 1984
52.252-6	Authorized Deviations in Clauses	FAR 52.107(f)	Apr 1984

I.2.1 Disputes

NOTE: This clause only applies to Schedule B-1, regulated offers

The requirements of the Disputes clause at FAR 52.233-1 are supplemented to provide that in regard to the interpretation of retail rates, rate schedules and items directly related to rates and rate schedules provided under this contract, the parties agree to accept as authoritative the interpretation of any statewide public utility regulatory authority with jurisdiction over the contractor. The Government shall not be bound to accept as authoritative interpretations that conflict with Federal law or regulation or that are found by any administrative or judicial forum to: 1) result in discrimination against the Installation; 2) have resulted from abuse of discretion; or 3) have directly or indirectly resulted from any failure on the part of the regulatory authority or its members to comply with applicable laws and regulations.

I.3 DFARS Clauses Incorporated by Reference

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

The following DFARS clauses are incorporated by reference:

DFARS Paragraph	Clause Title	IAW	Date
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DFARS 203.570-3	Dec 2008
252.203-7002	Requirements to Inform Employees of Whistleblower Rights	DFARS 203.970	Jan 2009
252.204-7000	Disclosure of Information	DFARS 204.404-70(a)	Dec 1991
252.204-7003	Control of Government Personnel Work Product	DFARS 204.404-70(b)	Apr 1992
252.205-7000	Provision of Information to Cooperative Agreement Holders	DFARS 205.470	Dec 1991
252.209-7004	Subcontracting with Firms that Are Owned or Controlled by the Government of a Terrorist Country	DFARS 209.409	Dec 2006
252.215-7000	Pricing Adjustments	DFARS 215.408(1)	Dec 1991
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	DFARS 219.708(b)(1)(A)	Apr 2007
252.223-7004	Drug-Free Work Force	DFARS 223.570-2	Sep 1988

DFARS Paragraph	Clause Title	IAW	Date
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	DFARS 223.7103(a)	Apr 1993
252.225-7031	Secondary Arab Boycott of Israel	DFARS 225.7605	Jun 2005
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	DFARS 226.104	Sep 2004
252.231-7000	Supplemental Cost Principles	DFARS 231.100-70	Dec 1991
252.232-7003	Electronic Submission of Payment Requests And Receiving Reports	DFARS 232.7004	Mar 2008
252.232-7010	Levies on Contract Payments	DFARS 232.7102	Dec 2006
252.235-7003	Frequency Authorization	DFARS 235.072(b)	Dec 1991
252.236-7005	Airfield Safety Precautions	DFARS 236.570(b)(3)	Dec 1991
252.243-7001	Pricing of Contract Modifications	DFARS 243.205-70	Dec 1991
252.243-7002	Requests for Equitable Adjustment	DFARS 243.205-71	Mar 1998
252.247-7023	Transportation of Supplies by Sea	DFARS 247.574(b)(1)	May 2002

I.4 Utility Services Clauses Incorporated by Reference

The following Utility Services FAR and DFARS clauses are incorporated herein by reference.

Paragraph	Clause Title	IAW	Date
52.241-2	Order of Precedence – Utilities	FAR 41.501(c)(1)	Feb 1995
52.241-4	Change in Class of Service (Applicable to Tariff Priced Contracts Only)	FAR 41.501(c)(3)	Feb 1995
52.241-5	Contractor's Facilities	FAR 41.501(c)(4)	Feb 1995

52.241-7	Change in Rates or Terms and Conditions of Service for Regulated Services (Applicable to Tariff Priced Contracts Only) For the purpose of this clause the blank(s) is/are completed as follows: <u>45 Days</u>	FAR 41.501(d)(1)	Feb 1995
52.241-11	Multiple Service Locations	FAR 41.501(d)(5)	Feb 1995
252.241-7001	Government Access	DFARS 241.501-70(b)	Dec 1991

I.5 Non-Regulated Utility Clauses Incorporated by Reference

The following FAR clauses are incorporated by reference if award is made to an entity that is non-regulated, non-Governmental.

Paragraph	Clause Title	IAW	Date
52.222-41	Service Contract Act of 1965, as amended	FAR 22.1006(a)	Nov 2007
52.222-44	Fair Labor Standards Act and Service Contract Act – Price Adjustment	FAR 22.1006(c)(2)	Feb 2002
52.230-2	Cost Accounting Standards	FAR 30.201-4(a)	Oct 2008
52.230-3	Disclosure and Consistency of Cost Accounting Practices	FAR 30.201-4(b)(1)	Oct 2008
52.230-6	Administration of Cost Accounting Standards	FAR 30.201-4(d)(1)	Mar 2008

I.6 Other Clauses

I.6.1 FAR 52.216-5: Price Redetermination – Prospective (Oct 1997)

- (a) *General.* The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that –
- (1) The prices for supplies delivered and services performed before the first effective date of price redetermination (see paragraph (c) of this clause) shall remain fixed; and
 - (2) In no event shall the total amount paid under this contract exceed any ceiling price included in the contract.

- (b) *Definition. "Costs,"* as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.
- (c) *Price redetermination periods.* For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the contract start date to two years after the contract start date, and the second and each succeeding period shall extend for 36 months from the end of the last preceding period, except that the parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.
- (d) *Data submission.*
- (1) Not more than **120 days** nor less than 90 days before the end of each redetermination period, except the last, the Contractor shall submit –
- (i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and –
- (A) An estimate and breakdown of the costs of these supplies or services in the format of Table 15-2, FAR 15.408, or in any other form on which the parties may agree;
- (B) Sufficient data to support the accuracy and reliability of this estimate; and
- (C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and
- (ii) A statement of all costs incurred in performing this contract through the end of the first month before the submission of proposed prices in the format of Table 15-2, FAR 15.408 (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for –
- (A) Supplies delivered and services performed; and
- (B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).
- (2) The Contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded –
- (i) Supplemental statements of costs incurred after the date stated in subdivision (d)(1)(ii) of this section for –
- (A) Supplies delivered and services performed; and
- (B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and
- (ii) Any other relevant data that the Contracting Officer may reasonably require.
- (3) If the Contractor fails to submit the data required by subparagraphs (d)(1) and (2) of this section, within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the

date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

- (e) *Price redetermination.* Upon the Contracting Officer's receipt of the data required by paragraph (d) of this section, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price redetermination.
- (f) *Contract modifications.* Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.
- (g) *Adjusting billing prices.* Pending execution of the contract modification (see paragraph (f) of this section), the Contractor shall submit invoices or vouchers in accordance with the billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.
- (h) *Quarterly limitation on payments statement.* This paragraph (h) applies only during periods for which firm prices have not been established.
 - (1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing –
 - (i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;
 - (ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;
 - (iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and
 - (iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).
 - (2) The statement required by subparagraph (h)(1) of this section need not be submitted for any quarter for which either no costs are to be reported under subdivision (h)(1)(ii) of this section, or revised billing prices have been established in accordance with paragraph (g) of this section, and do not exceed the existing contract price, the Contractor's price-redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.

- (3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (h)(1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (h)(1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C.1481 and by the amount of previous refunds or credits affected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.
- (4) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.
- (i) *Subcontracts.* No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.
- (j) *Disagreements.* If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (d) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (f), (g), and (h) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.
- (k) *Termination.* If this contract is terminated, prices shall continue to be established in accordance with this clause for
- (1) completed supplies and services accepted by the Government and
 - (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

I.6.2 Price Redetermination

At the request of either party to this contract, and with reasonable cause, the Utility Service Charge (CLIN 0001) may be re-negotiated in accordance with Section I, FAR 52.216-5: Price Redetermination - Prospective (Oct 1997). Only the operations and maintenance and renewals and replacements portion of the Utility Service Charge are eligible for redetermination. However, in accordance with Section I, FAR 52.216-5: Price Redetermination - Prospective (Oct 1997), neither party shall request a change to these service charges to become effective sooner than 2 years from the contract start date and every three years thereafter.

The actual costs used for purposes of establishing any price redetermination under the contract must exclude all statutory (see 10 U.S.C. 2324 (e)) and contractually unallowable costs. For contractors who are subject to regulation by a State utility regulatory body, the actual costs must also exclude the types of costs that are not

normally permitted to be reimbursed by the applicable regulatory body that oversees the utility rate determinations for the business segment performing the contract. Any reasonable method of estimating such costs, including a statistical sample of contractor costs projected to the total cost universe, is sufficient to meet this requirement. Should any unallowable costs be included in the negotiated price redetermination, the Government shall be entitled to recover the amount of those unallowable costs plus interest from the date of the redetermination until the date of the repayment in accordance with 26 U.S.C. 6621(a)(2).

I.6.3 FAR 52.222-42: Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service for employees expected to be employed under the contract. This clause also 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
-----------------------	--

I.6.4 FEDERAL, STATE, AND LOCAL TAXES (DESC AUG 2003) (DEVIATION)

(a) As used in this clause--

(1) **After-imposed tax** means any new or increased Federal, State, or local tax that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

(2) **After-relieved tax** means any amount of Federal, State, or local tax that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(3) **All applicable Federal and State taxes** means all excise taxes that the taxing authority is imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

(4) **Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for final revised prices.

(5) **Local taxes** means taxes levied by the political subdivisions of the States, District of Columbia, or outlying areas of the United States, e.g., cities and counties.

(6) **Outlying areas** means—

(i) **Commonwealths.** Puerto Rico and The Northern Mariana Islands;

(ii) **Territories.** American Samoa, Guam, and The U.S. Virgin Islands; and

(iii) **Minor outlying islands.** Baker Island; Howland Island, Jarvis Island; Johnston Atoll; Kingman Reef; Midway Islands; Navassa Island; Palmyra Atoll; and Wake Atoll.

(7) **State taxes** means taxes levied by the States, the District of Columbia, or outlying areas of the United States.

(8) **Tax** means taxes, duties and environmental or inspection fees, except social security or other employment taxes.

(b) The contract price includes all applicable Federal, State, and local taxes, except as otherwise provided. (See either the FEDERAL AND STATE TAXES/FEES EXCLUDED FROM CONTRACT PRICE clause or the FEDERAL, STATE, AND LOCAL TAXES AND FEES clause.)

(c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.

(d) The contract price shall be decreased by the amount of any after-relieved tax.

(e) The contract price shall also be decreased by the amount of any tax that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any tax that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC I28.01/52.229-9F15)

F) Delete Section K 52.204-8 "Annual Representations and Certifications" and replace with the following:

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

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

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

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

(iii) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

(ix) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

G) Delete Section L.1 FAR 52.252-1: Solicitation Provisions Incorporated by Reference (In Accordance With FAR 52.107[a]), and replace with the following:

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

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

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

The following FAR and DFARS clauses are incorporated by reference:

Paragraph	Clause Title	Date
52.204-6	Data Universal Numbering System (DUNS) Number (IAW FAR 4.607[a])	Apr 2008
52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (IAW FAR 11.604[a])	Apr 2008

Paragraph	Clause Title	Date
	For the purposes of this provision, the blanks are completed on the cover sheet.	
52.215-1	Instructions to Offerors—Competitive Acquisitions (IAW FAR 15.209[a])	Jan 2004
52.215-1	Alt II (IAW FAR 15.209[a][2])	Oct 1997
52.215-16	Facilities Capital Cost of Money – see Clause H.10 (IAW FAR 15.408[h])	Jun 2003
52.215-20	Requirement for Cost or Pricing Data or Information other than Cost or Pricing Data Alt IV (IAW FAR 15.408[l])	Oct 1997
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation (IAW FAR 22.810[c])	Feb 1999
52.237-1	Site Visit (IAW FAR 37.110[a])	Apr 1984
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting (IAW DFARS 204.7207)	Aug 1999

(End of provision)

H) Delete Section L.4, *Proposal Preparation Instructions – Volume I: Technical Proposal*, and replace with the following:

The Technical Proposal Volume must be specific and complete. A separate Volume I must be submitted for each type of utility system included in the proposal. For proposals that include the same type of utility system on more than one Installation a single volume may be submitted. However, Offerors shall specifically address Installation specific requirements as part of the volume.

The technical proposal shall describe the Offeror’s capability to provide the level of utility service required by this contract. It should be specific and complete in every detail. Proposals that merely offer to provide service in accordance with Section C, *Description/Specifications/Work Statement*, will be considered technically unacceptable and may not be considered further.

The technical proposal shall specifically address each of the Technical Capability subfactors.

The Technical Capability subfactors are:

1. Service Interruption/Contingency and Catastrophic Loss Plan
2. Operations and Maintenance Plan/Quality Management Plan
3. Initial System Deficiency Corrections/Upgrades/Connections and Renewals and Replacements Plan
4. Operational Transition Plan
5. Financial Strength

D) Delete Section L.5, *Proposal Preparation Instructions-Volume II: Past Performance*, and replace with the following:

L. 5 Proposal Preparation Instructions – Volume II: Past Performance

The Offeror shall submit to the Contracting Officer its past performance information (contact references per Section J, Attachment J39, *Past Performance Information*) with its proposal. An original hard copy of the Offeror's past performance information shall be submitted within a three-ring binder.

Offerors shall provide information for at least two but no more than 6 of its largest customers about their past performance on projects of similar complexity and type as that required in the RFP for each system upon which the offeror intends to submit proposal. Offerors shall present the information requested in Section J, Attachment J39 below as part of their proposal for both the Offeror and major (over \$500,000) proposed subcontractors. Past performance references and contracts submitted may include those with Federal, state, or local governments, and those with commercial or private customers of similar scope, size and complexity for efforts similar to the Government requirement. Projects cited and references should be recent (within the last 5 years of the date of the proposal). Reference information should include the name and address of the customer, primary point of contact and telephone number, email address, and a brief description of the services and facilities provided.

If the Offeror fails to provide valid client contacts or references fail to respond, past performance references may not be considered. The Government may contact the Offeror's references to determine customer satisfaction with the Offeror's performance.

Offerors shall provide a list of all system acquisitions in the last 5 years or all contracts and subcontracts currently in progress, which are of similar scope, magnitude, and complexity. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial customers. The list must include, as a minimum, the following:

1. Name of acquisition or project.
2. Brief description of contract or subcontract.
3. Total contract value.
4. Period of performance.
5. Principal parties involved and their telephone numbers and email addresses.

The Offeror shall provide references for any proposed subcontractors that will be performing a significant portion of the work, and for each firm participating in a joint venture or teaming arrangement.

A Standard Form 294 is a suitable alternative.

The Offeror shall provide a written statement concerning its status with any independent Federal, state, or local regulatory authority with jurisdiction over each utility service on which the Offeror is proposing. The statement should include discussion on any violations, penalties, or other enforcement actions taken against the Offeror within the last five (5) years. The Offeror should not include information on any current investigations if releasing such information would be deemed a violation of law. The statement should include the following:

1. Name of regulatory authority.
2. Address, telephone number, and email address of authority.
3. Point of contact within the authority for verification.

J) Delete Section L.6.1, *Standard Form SF 33 & Representations and Certifications*, and replace with the following:

L.6.1 Standard Form (SF) 33 & Representations and Certifications

Volume III shall include the following:

1. A completed, signed and dated SF 33. The original document should be clearly marked under separate cover and should be provided without any punched holes.
2. Completed Annual Representation and Certification (FAR 52.204-8) provided in Section K.
3. Completed electronic annual representations and certifications at <http://orca.bpn.gov> in conjunction with required registration in the Central Contractor Registration (CCR) database. Offerors are requested to include a hard copy of their ORCA submission in Volume III.
4. Completed Cost Accounting Standards (CAS) Notices and Certification (FAR 52.230-1) provided in Section K for Offerors subject to Cost Accounting Standards (CAS) or statement citing exemption from CAS.

K) Delete Section L.6.3.3, *Socioeconomic Plan*, and replace with the following:

L.6.3.3 Socioeconomic Plan

Offerors shall submit a plan that demonstrates their commitment to providing subcontracting opportunities to small businesses (which include small businesses, small disadvantaged businesses, HUBZone small businesses, women-owned small businesses, and Veteran-owned small businesses) and historically black colleges or universities and minority institutions. All Offerors regardless of business size are required to provide a socioeconomic plan. Small businesses will be credited for the dollar value/percentage of the work they perform as if the work were subcontracted to a small business concern. Work performed by a small business in-house shall be identified in the socioeconomic plan.

SOCIOECONOMIC PLAN: In addition to any subcontracting plan required by FAR Clause 52.219-9, describe the extent of participation of small businesses (which include small businesses, small disadvantaged businesses, HUBZone small businesses, women-owned small businesses, and Veteran-owned small businesses) and historically black colleges or universities and minority institutions in performance of the contract whether as a joint venture, teaming arrangement, or subcontractor. Work performed in-house by the Offeror, as a small business, shall be identified in the socioeconomic plan. As part of this description the Offeror shall include:

1. A description of the efforts the Offeror will make to assure that small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) will have equal opportunity to provide supplies, services, or support under any resulting contract.
2. A description of the Offeror's current and planned proposed range for services, supplies, and any other support that will be provided by small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).
3. The specific names of subcontractors to the extent they are known.
4. A description of any future plans the Offeror has for developing additional subcontracting opportunities for small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) to participate in contract performance during the contract period.
5. Identification of the portion of the Offeror's proposal, as a percentage of dollars, that will be performed by small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).
6. The type of performance data the Offeror would accumulate and provide to the Contracting officer regarding its support of small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) during the period of contract performance.
7. The name and title of the individual principally responsible for ensuring company support to such firms.

NOTE: Offerors must address all seven items, even if this means simply stating that the requested information does not exist and why or that the Offeror is a small business and will be performing the work in-house.

L) Delete Section L.7.4, *Organization*, and replace with the following:

Volume IV shall consist of the following sections:

Table of Contents

Section 1: Schedule B-1, B-2, B-3, or B-4 and Price Schedule Data Sheet(s) 1, 2, 3, 4, and 5 (see Section B)

Section 2: Price Proposal, Introduction, and Pricing Assumptions

Section 3: Standard Estimating Methodology

Section 4: Cost Risk Assessment

M) Delete Section L.7.5 Section 4, *Cost Risk Assessment*, and replace with the following:

Section 4 -- Cost Risk Assessment

Submit a risk analysis that identifies price risk areas and the recommended management approach to mitigate/control the impact of those price risks on the overall success of the program. Use the sample format below:

Cost Risk Area	Mitigation
Explain the risk element	Explain plans to mitigate

N) Delete Section M.2, *Factor 1: Technical Capability*, and replace with the following:

M.2 Evaluation Factors and Subfactors

The five evaluation factors are Technical Capability, Past Performance, Risk, Socioeconomic Plan and Price. The evaluation factors and subfactors are as follows:

Factor 1: Technical Capability: The five subfactors are approximately equal to each other in terms of importance.

Subfactor 1: Service Interruption/Contingency and Catastrophic Loss Plan: Will be evaluated for the degree to which it ensures an appropriate, efficient and effective response to service interruptions and contingencies and catastrophic system losses.

Subfactor 2: Operations and Maintenance Plan/Quality Management Plan: Will be evaluated for the degree to which it ensures appropriate, efficient and effective operation and maintenance of the utility system(s) and a superior level of quality.

Subfactor 3: Initial System Deficiency Corrections/Upgrades/Connections and Renewals and Replacements Plan: Will be evaluated for the degree to which it supports the long-term ability of the utility system(s) to provide utility service(s).

Subfactor 4: Operational Transition Plan: Will be evaluated for the degree to which it will ensure an effective and efficient transition.

Subfactor 5: Financial Strength: Will be evaluated for stability and adequacy to satisfy the long-term capital requirements for owning, operating, and maintaining the utility system(s). This is to be reflected in documented evidence that the Offeror is in sound financial condition and has the ability to secure the necessary financing now and in the future.

O) Delete Section M.2, *Factor 3: Risk*, and replace with the following:

Factor 3: Risk: Will be evaluated using the following Subfactors, which are approximately equal in importance to each other.

Subfactor 1: Performance: Proposals will be evaluated on the degree to which award of a contract would present a risk of degradation of the quality of utility service(s).

Subfactor 2: Assurance of Long-term Price and Service Stability: Proposals will be evaluated on the degree to which long-term price and service stability are enhanced as a result of regulation by an independent federal, state or local regulatory authority with jurisdiction over the applicable utility service.

Subfactor 3: Cost Realism: A cost realism analysis will be performed in accordance with FAR 15.404-1(d)(3). Realism will be based on an evaluation of the information provided in support of the offered price to determine if the prices reflect a clear understanding of the requirements; are consistent with the various elements of the offer's technical proposal; are not unbalanced; and are neither excessive nor insufficient for the effort to be accomplished. Reasonableness will be determined based on prices submitted by the competition, current market conditions, and comparison to the Government estimate, as appropriate.

Subfactor 4: Other possible long-term costs and benefits to the United States may be considered, especially if the conveyance affects separate contract relationships, particularly for commodities.

P) Delete M.2.1, *Order of Importance for Evaluating Factors and Subfactors*, and replace with the following:

In accordance with 10 U.S.C. § 2688, authority to privatize a utility system is subject to the action being in the long-term economic interests of the United States Government. That is, the long-term economic benefits must outweigh the long-term economic costs for conveyance to occur (Section M, *Comparison of Offered Prices with the Government Should-Cost Estimate*). Before a best-value decision can be made, Offerors must comply with the basic economic test of 10 U.S.C. § 2688. Based on this result, the following factors and subfactors will then be evaluated.

Technical Capability, Past Performance, and Risk are of approximately equal importance. Socioeconomic Plan is somewhat less important than Technical Capability, Past Performance and Risk. When combined, Technical Capability, Past Performance, Risk, and Socioeconomic Plan are significantly more important than Price. Technical Capability and Risk will be evaluated at the subfactor level. Under Technical Capability, Subfactors 1, 2, 3, 4, and 5 are of approximately equal importance. Under Risk, Subfactors 1, 2, 3, and 4 are of approximately equal importance.

Q) Delete J.42, *Bill of Sale*, and replace with the new *Bill of Sale*.

R) All other terms and conditions shall remain unchanged and in full force and effect.