

Section C

Description/Specifications/Work Statement

C.1 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. (d) Other documents, exhibits, and attachments. (e) The specifications.

C.2 Scope and Purpose

C.2.1 General

The Government is conveying the utility systems identified in this solicitation. Concurrent with the conveyance of the utility systems the Government will acquire the following utility services:

**Potable Domestic Water Treatment and Distribution; and
Domestic Wastewater Collection and Treatment.**

The acquisition of these services will replace the services currently provided by the Government. The Government is requesting proposals for the purchase of the utility systems listed in Section [B.3](#), the conveyance of the infrastructure and the acquisition of the identified utility services. The conveyance of the utility system and the acquisition of utility services are both subject to the terms and conditions of this solicitation. The Contractor shall furnish all necessary labor, management, supervision, permits, equipment, supplies, materials, transportation, and any other incidental services required for the complete ownership, operation, maintenance, repair, upgrade, and improvement of these utility systems. 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.

Because of legal issues concerning water rights, the Government will not consider the purchase of domestic water commodities with the privatization offer(s) ~~on a case-by-case basis~~. The Government may consider alternate price schedule offers based on the metered volumetric quantity of water and/or wastewater processed and transmitted through the system. Offerors shall discuss and quantify to the extent practicable other possible long-term costs and benefits to the United States, if the conveyance affects separate contract relationships, particularly for commodities.

C.2.2 Privatization Guidance

The conveyance of the utility system is authorized by, and conducted under, 10 USC § 2688. The conveyance of the utility system is not an acquisition and therefore is not subject to the Federal Acquisition Regulation (FAR) and its supplements. The acquisition of utility services is an acquisition and will be governed by the FAR and its supplements.

C.2.3 Program Goal

The desired goal of this conveyance is to transfer all rights, title, and interest of the United States in and to the utility systems listed in Section B.3. The transfer of title can be accomplished at some point after contract award, provided that full transfer is the intended consequence. The conveyance will be documented by the Easement and accompanying Bill of Sale (see example Attachment in [Section J](#) to this RFP). 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.2.4 Notices and Reservations

C.2.4.1

The Government will only acquire utility services if it conveys the related utility system(s). The Government can only convey the utility system(s) 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 easement and the utility service contract.

C.2.4.2 The Government reserves the right to make no award to any Offeror.

C.2.4.3 Special Note for Purchase of Advanced Wastewater Treatment Plant.

Currently under construction is a new 2.35 million gallons per day (MGD) Advanced Wastewater Treatment Plant (AWWTP). This plant will replace three trickling filter treatment plants. The new facilities will collect raw wastewater that is currently treated at three plants and provide advanced treatment at the new treatment plant located on Custer Hill. Domestic wastewater will be collected from sources around the post and conveyed through the gravity collection system to a series of pump stations that will pump the wastewater to the Advanced Wastewater Treatment Plant. The project includes the demolition of two existing wastewater treatment plants, the construction of two new major lift stations, and the rebuilding of one smaller lift station. Details of the plant and other construction are included in the technical attachments.

The conveyance of the Domestic Wastewater Collection and Treatment utility system will be phased. Upon the initial conveyance of the system, the Government will retain ownership of all new construction associated with the AWWTP through the completion of the warranty period, one year after construction completion. A contract awarded for the ownership of the wastewater distribution system will not include the new construction. The successful new owner will operate and maintain the new treatment plant and associated construction during the warranty period. Following the warranty period, the final construction cost will be determined and the utility distribution system contract will be modified to turn over the new construction and delete any demolished system facilities, with a cost based on the final construction cost.

C.2.6 Selection of a Contractor

Selection of a Contractor will be based on a best-value determination consistent with the evaluation factors described in Section M, *Evaluation Factors for Award*. Pursuant to the provisions of [L.2, Information to Offerors](#), and [FAR 52.215-1](#) Alt I and Alt II, *Instructions to Offerors - Competitive Acquisition*, the Government intends to negotiate with all responsible Offerors whose proposals are determined to be within the competitive range. FAR 15.306(c) requires the Procuring Contracting Officer (PCO) to establish a competitive range comprised of all of the most highly rated proposals. This competitive range may further be limited to the greatest number of proposals that will permit an efficient competition and those Offerors outside the competitive range will not be allowed to continue participating in the procurement. Therefore Offerors are encouraged to submit their best offer as their initial offer.

C.2.7 Utility Service Providers

The Government is seeking best value utility service providers to assume ownership of Government utility system(s) identified herein and provide related utility service(s). This includes, but is not limited to, the obligation to ensure adequate and dependable utility service(s) to all facilities and equipment served.

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 such compliance constitutes reasonable cause for an adjustment to the service charge, the charge will be adjusted in accordance with FAR [52.243-1](#) Alt 1, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services* as applicable.

C.2.8 Utility Systems

Attachments are included in [Section J](#) for the utility systems listed in [Section B.3](#) and are herein referred to as utility-specific attachments. Each utility-specific attachment provides details specific to each Installation utility system and requirement. Upon contract award(s), the relevant attachments will be incorporated into the contract.

C.2.8.1 Systems

TABLE C.2.8-1 UTILITY-SPECIFIC ATTACHMENTS

RFP Attachment	Utility System
J1	Potable Domestic Water Treatment and Distribution Infrastructure System
J2	Domestic Wastewater Collection and Treatment Infrastructure System

C.2.9 Current Service Arrangement

The Installation currently uses government-owned facilities and resources to provide utility services. The utility-specific attachments (Section J) describe the current service arrangement for each utility service and define specific requirements.

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 (see [C.4, 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).

C.3.2 Performance Standards

Unless otherwise provided for in this contract, the Contractor shall perform its required 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, as defined in the utility-specific and Site Specific attachments (Section J), in performing its duties under the contract(s). The Contractor shall identify and incorporate standards and specifications in its Operations and Maintenance/Quality Management Plan, [Section C.12, Operations and Maintenance/Quality Management](#).

C.3.3 Metering

The Contractor shall be responsible for reading, maintaining, and calibrating all meters on the privatized utility system(s), including those additional meters identified in the utility-specific attachments (see [Section J](#)) to be installed by the Contractor. Those additional meters shall be installed within the transition period defined in [Section L.4.4.3, New Meter Requirements](#). The Government may use such meters for internal installation billing purposes and for commodity management and energy conservation purposes.

Meter reading reports shall be submitted to the recipient identified in the utility-specific attachments (see [Section J](#)).

All costs for providing, installing, reading, reporting, and maintaining the meters shall be the responsibility of the Contractor. Contractors are encouraged to incorporate remote meter reading technology.

C.3.3.1 Future Meters

The Contractor shall provide, install, read, maintain, and calibrate meters requested by the Government for any purpose throughout the contract period. Installation of and responsibility for future sub-meters (not on the system at the time of sale or identified for installation as part of the service contract) may constitute reasonable cause for a service charge adjustment in accordance with 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* as applicable.

C.3.3.2 Meter Calibration

The frequency and accuracy of sub-meter calibration shall be in accordance with the manufacturer's recommendations and applicable regulations that govern meter calibration.

C.3.4 Energy and Domestic Water Efficiency 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 domestic 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 utility-specific attachments (see [Section J](#)) identify any such energy- and domestic water-savings projects that are currently in place for the specific utility system.

The Contractor agrees to take no action that will negatively impact these projects without prior approval of the Administrative Contracting Officer. Additionally, the Government reserves the right to enter into any future energy and domestic water savings projects with the goal of reducing Government costs. The Contractor will facilitate the implementation of any such future energy and domestic 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 projects to the Government that will increase the overall efficiency of the utility system. Efficiency projects shall be proposed to the Government in accordance with paragraph [C.11](#), *Upgrades and Renewals and Replacements*. The Government may consider cost-savings sharing and incentives either through service charge adjustments or lump-sum payments.

C.3.5 Domestic Water Commodity Supply

Domestic water supply is not included in this Solicitation. The Government retains sole ownership of the water rights within the boundaries of the Military Reservation, and these rights will not be transferred or conveyed. **At present, the source of Government owned water is from ground wells covered by the water rights.** The government also reserves the right, **at any time in the future,** to procure or supply **from any lawful source, any additional domestic water required by the Government** that will be transported on the system(s) covered by this contract. The successful Contractor(s) may or may not be the supplier(s) of **the any present or future** commodity procured by the Government. However, offerors may submit an alternative proposal that include supply of commodities (See [L.6.2](#)). Such offers will be considered on a case-by-case basis. **The Government retains the sole discretion to accept or reject such alternative proposals, based on the best interests of the Government.** The Government, or Government Commodity Contractor, will retain ownership of all commodities transported and distributed through the Contractor-owned systems unless otherwise provided in the contract. The Contractor shall, however, own Domestic Wastewater from the point of demarcation, defined in the easement, until final discharge.

C.4 Service Area

The service area is defined as all areas within the Government Installation boundaries and any other facilities and property boundaries under the control of the Installation as defined in the utility-specific attachments (see [Section J](#)). Within the service area and upon the Government's request, the Contractor shall provide utility service to all existing and new facilities and service connections. At any time, the Government may designate any location within the service area where utility service under this contract shall commence or be discontinued, subject to the requirements of the easement. Any service charge adjustment as a result of these actions will be in accordance with 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.4.1 Temporary Connections

The Contractor shall extend temporary service to the Government or Contractors performing work on the Installation when requested by the Government. **When temporary service is required, the Government will provide the following information to the Utility Contractor:**

- ? Location and point-of-contact for the temporary connection.
- ? Description of the connection, including routing and type of material.
- ? Metering requirements, if any.
- ? Required starting date and expected duration of the connection.

The Utility Contractor will respond to the Government within 48 hours with a proposed lump sum charge for such temporary connections. Upon reaching a bilateral agreement for the proposed charge, the Government will confirm whether the payment for the temporary connection will be made by the Government, or if a third party will pay for the temporary service. If a third party, i.e., another Contractor performing work on the Installation, is to pay for the temporary service, such payment will be made a condition of that contract and that third party will directly reimburse the Utility Contractor at the agreed upon amount. If the Government is to pay for such a temporary connection, the Government will notify the Utility Contractor by what method the Government will pay for the service. The Government reserves the right to have the charge added to the monthly invoice from the Utility Contractor, or may alternatively arrange for a separate payment through any lawful means, including government check or credit card.

As sole owner of the utility commodities, the Government reserves the right to charge any third parties using temporary utility connections at reasonable rates determined by the Contracting Officer. The Utility Contractor may not sell or otherwise charge a fee for utility consumption associated with temporary connections and service.

C.4.2 Use of Distribution Systems to Serve Areas Outside the Installation Service Area

Because of complex legal issues concerning water rights, the Contractor may not use the utility infrastructure on the Installation to serve or benefit areas or customers outside the service area(s) without the written consent and concurrence of the Government. If such use is permitted, any cost savings or other compensation to the Government will be negotiated and the contract will be modified by a bilateral agreement. 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.4.3 Joint Use

C.4.3.1 Government Use

The Government may have property and equipment installed on or attached to poles, conduits, pipes, duct banks, towers, buildings, and other portions of the utility systems to be transferred. The Government reserves the right to continue to use the property to be transferred for this purpose, to enter on the transferred property to maintain, repair, operate, upgrade, and replace its property and equipment, and to install new property and equipment. Any upgrade or replacement of such installed or attached property shall be made only after coordinating with the Contractor. Any upgrade or replacement of such installed or attached property shall comply with all applicable safety regulations. The Government shall not damage Contractor's property and will be responsible for damages

caused in connection with its property being installed on or attached to the property of the Contractor as provided under applicable law.

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

C.4.3.2 Commercial Use

The easement to be granted the Contractor will overlap, or run concurrently with, other easements or rights of way granted to the installation's telephone company, cable television company, and other service providers in accordance with applicable law and regulation. These commercial service providers may also have property and equipment installed on, or attached to poles, conduits, pipes, duct banks, towers, buildings, and other portions of the utility systems to be transferred. Where such use is permitted by a current agreement between the government and any such service providers, the contractor shall honor such agreements and, if necessary, enter into a joint use agreement with the providers. The contractor shall permit joint use by other commercial service providers at no cost until the Government's current agreements with such providers expire, at which time the Contractor shall enter into joint use agreements in accordance with applicable law and regulation.

C.5 Utility System Ownership, Employees, and Security

C.5.1 Utility System Ownership

C.5.1.1 Transfer of Title

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

An example of the Easement and Bill of Sale is provided in Attachment [J42](#). The parties shall prepare and execute such additional documents as may be necessary to implement the ownership transfer.

C.5.1.2 Tools, Vehicles, and Equipment

Unless listed in the final Bill of Sale, government-owned tools, vehicles, and equipment used for system operations and maintenance that are not a physical part of the utility system 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. Requests for placement, which differ from normal utility practice, may be reimbursable under FAR [52.243-1](#) Alt I, *Changes - Fixed Price*.

C.5.1.4 Contractor Facilities

The Contractor, at its expense, shall acquire, furnish, install, and operate and maintain all facilities required to provide the utility service(s) hereunder. The Contractor shall have title to all facilities it builds and equipment it installs under this contract, except as otherwise specifically provided. If available, the Contractor may be permitted to either build or lease office space, maintenance shops, materials storage/staging areas or other facilities on the installation.

Note: at the present time, no Government owned facilities are available for contractor use outside of the facilities, plant, and equipment identified for conveyance under this solicitation. If any such facilities become available in the future, the Government may, at its sole discretion, make such facilities available to the Contractor.

The Contractor will be responsible for acquiring all utilities, janitorial services, building maintenance, and ground maintenance for these facilities. The Government may, at its sole discretion, consent to provide certain of these services to the Contractor on a reimbursable basis.

New construction or remodeling of existing facilities shall comply with the Fort Riley, Kansas, **Installation Design Guide (IDG)** for architectural standards, and be fully coordinated with the Installation prior to beginning construction (see the [Technical Library](#) for the IDG).

C.5.1.5 Record Drawings

The Contractor shall maintain record drawings for all existing and new facilities installed by the Contractor within the service area. Upon reasonable request and with reasonable notice, the Government may use and copy such drawings. The Contractor shall provide available drawings to the Government in the form of CAD-CAM disks using the latest release software compatible with Government systems at no cost to the Government. The Contractor will also provide information to allow for updates to the Installation Geographical Information System (GIS). The Contractor shall identify changes to and update utility system maps in both hard copy (full size) and electronic media formats to insure delineation of all contractor facilities within one year of contract award and annually thereafter as necessary.

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 Administrative Contracting Officer when removing hazardous substances in accordance with paragraph [H.7, 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.5.2 Employees

The Contractor shall not employ any person for work on this contract if such person is identified to the Contractor as a potential threat to the health, safety, security, general well being, or operational mission of the Installation or population. All Contractor and subcontractor employees will comply with installation security, health and safety conditions. Where reading, understanding, and discussing environmental, health, and safety warnings are an integral part of a contract employee's duties, that employee shall be able to understand, read, write, and speak the English language. All employees that interface with customers shall be able to speak and understand the English language. The Contractor will allow the Installation to review on a continuing basis a listing of all employees engaged in providing utility service to the Installation. The listing will provide sufficient information on all employees to allow precise Government identification of each individual.

C.5.2.1 Personnel Appearance and Identification

The Contractor's personnel shall present a neat appearance and be readily recognized as Contractor employees. ~~If required by the Installation,~~ The Contractor shall ensure each employee displays an identification card in a format approved by the Installation Security Forces that shall include, at a minimum, the employee's name, photograph, and name, address, and phone number of the Contractor or Subcontractor. Each Contractor employee shall follow established Fort Riley procedures for prominently displaying their identification card at all times while within the boundaries of the Installation.

C.5.2.2 Employee Certification

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

C.5.2.3 Installation's Rules Apply to Contractor

Rules, regulations, direction, and requirements issued by Installation, or other command authorities, under their responsibility for good order, administration, and security, including Site Specifications as outlined in [Section J](#), apply to all personnel who enter the Installation or who travel by Government transportation.

C.5.2.4 National Agency Check

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

C.5.2.5 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 Contractor 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 employees may result in the confiscation of identification media and the denial of future entry to the Installation.

C.5.2.6 Conflict of Interest

The Contractor shall not employ for purposes of the Installation utility services contract, any person who is a U.S. Government employee if employing that person would create a conflict of interest. The Contractor shall exercise reasonable diligence to identify and avoid such circumstances.

C.5.3 Contractor Vehicles

C.5.3.1 Vehicle Identification

All Contractor vehicles shall be readily identifiable. At a minimum, identification shall include displaying Contractor name in a clear and unobstructed location on both sides of the vehicle.

C.5.3.2 Vehicle Registration

All Contractor and Subcontractor vehicles must be registered at Fort Riley and display permanent registration identification or temporary passes, as applicable. Privately owned vehicles used by Contractor and Subcontractor employees must be similarly registered and identified. It shall be the Contractor's responsibility to monitor and control all Contractor, Subcontractor, and privately owned vehicles working at Fort Riley and ensure compliance with security requirements.

At a minimum, the following requirements will have to be met for access to job sites within the installation:

Contractor:

- Current lists of all employees
- Current lists of all subcontractors and employees
- Company identification visibly marked on all vehicles

- Current state vehicle registration
- Proof of liability insurance
- Valid state drivers license
- Picture identification card

Each Employee:

- Contractor provided picture identification
- Written verification of employment
- If the employee drives a personally owned vehicle to the job site:
 - Valid state driver's license
 - Current state vehicle registration
 - Proof of liability insurance

C.5.4 Contractor Radios

Prior to operating two-way, portable, or landmobile devices on the Installation, the Contractor shall obtain approval of the Installation Communication Group by requesting an available clear frequency. The Contractor shall follow all Installation procedures for operating radios on the Installation IAW DFARS [252.235-7003](#), *Frequency Authorization*.

C.6 Access to the Utility System

Access to the Installation and the utility system shall be in accordance with the easement. An example of the easement to be used for each system is included as Attachment [J41](#). If a utility is denied access to the system, due to circumstances beyond its control or negligence, its obligations and liabilities under this Agreement will be suspended to the extent that damages and liability would not have been incurred if access had been granted.

C.7 Response to Service Interruptions and Contingencies

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.

Note: minimum response times are listed at C.8. Offerors may propose response times that exceed the minimum standard, and if the proposal is accepted, the proposed response times will become the minimum for the resulting contract.

Service Interruption/Contingency Plan

In accordance with Clause [L.4.1](#), the Contractor shall establish and submit a Service Interruption/Contingency Plan. The Contractor shall maintain the Service Interruption/Contingency Plan and adhere to its requirements throughout the contract term. It shall be kept updated and continuously accurate and shall not be altered without the Government's consent. The Contractor may propose standard operating procedures broadly applicable across its customer base as its Service Interruption/Contingency Plan. The Contractor need not seek the Government's consent prior to immaterial alterations in such procedures. However the Contractor shall give the Government advance notice of any proposed material change affecting the Government. The parties will undertake negotiations as required.

In the event the Installation establishes an Emergency Restoration Plan that prioritizes service restoration, the Contractor shall adhere to the priority list established by the plan.

The Service Interruption/Contingency Plan should define the following, at a minimum:

- Cause of interruption
- Detailed contingency plan of action (including Government notifications)
- Estimated response time to routine, urgent, and emergency service requests.

Note: minimum response times are listed at C.8. Offerors may propose response times that exceed the minimum standard, and if the proposal is accepted, the proposed response times will become the minimum for the resulting contract.

- Estimated time for reestablishment of temporary service
- Estimated time for reestablishment of permanent service

C.8 Repair Response Notification Procedures and Response Times

The Contractor shall identify to the Government and implement clearly defined procedures by which Installation personnel can submit service requests to the Contractor. The Contractor shall ensure it is able to receive the Installation's emergency service requests 24 hours a day, every day. The procedures shall provide adequate redundancy and backup contingencies to insure continuous operations during periods of natural or man-made disasters, when regular telephone or electric power utilities may be disrupted. The Contractor shall provide, at a minimum, 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 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. All calls will be centrally placed by designated Government representatives. 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 record 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 Administrative Contracting Officer upon reasonable request and with 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. Emergency service requests submitted to the Contractor, or emergencies identified by the Contractor, shall be reported immediately to the designated Government representative.

C.8.1 Emergency Services

Definition. An emergency condition is one that is detrimental to the mission of the installation, significantly impacts operational effectiveness, or presents an immediate threat to the life, health, and safety of installation personnel. Such requests shall include, but are not necessarily limited to, potable water main ruptures, wastewater force main ruptures, pump station or lift station failures, service outages at mission-critical facilities or Family Housing.

Response time. 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 a minimum of one (1) hour. Additionally, repair crews appropriately trained to eliminate the condition must respond to the emergency site within two (2) hours.

Completion time. 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 a minimum of 24 hours.

C.8.2. Urgent Services

Definition. An urgent condition is not an emergency but significantly hinders performance of Installation activities and requires elimination of potential life, health, and safety hazards. Such requests shall include, but are not limited to, downgraded emergency responses, non-emergency utility leaks, environmental controls, special requests, scheduled special events, and diminished service at mission-critical facilities or Family Housing.

Response time. Once an urgent request is received, the Contractor shall respond with a representative knowledgeable of the system and the Service Interruption/Contingency Plan to the site of the request within a minimum of 24 hours.

Completion time. After initial response, the Contractor shall pursue completion of urgent service requests with due diligence, and shall complete the services within a minimum of five (5) calendar days of receiving the request.

C.8.3 Routine Services

Definition. 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.

Response time. Initial response to any routine service request shall be made within five a minimum of (5) calendar days. 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.

Completion time. After initial response, the Contractor shall pursue completion of routine service requests with due diligence, and shall complete the services within a minimum of thirty (30) calendar days of receiving the request.

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 unless otherwise agreed 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 outages and post street signboards. The Installation reserves the right to require the Contractor to postpone work requiring service interruption if such interruption might adversely affect the Installation's missions and operations. If an interruption is postponed, the parties shall coordinate a mutually acceptable alternate time for the scheduled service interruption. Scheduled utility outages may be required after normal working hours to lessen the inconvenience to Installation mission critical functions.

C.9.2 Government Requests for Utility Service Interruption

Only designated Government service representatives may request utility service interruption. The Contractor will refer any other service interruption requests to designated Government representatives.

C.9.3 Construction and Restoration of Site

The Contractor will ensure that the 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 pavements 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.9.4 Excavation Permits

The Contractor shall adhere to the Installation's excavation permit process (see [Section J](#)).

C.9.5 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.

C.9.6 Working Hours

Normal working hours shall be Monday-Friday (0730-1600). All routine work shall be accomplished during normal working hours. The Government must approve deviations from these working hours.

C.9.7 Coordination Meetings

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

C.9.8 Exercises and Crisis Situations Requiring Utility Support

In the event of emergency situations such as a National/State emergency, military exercise, alert, or other crisis situations (i.e., hostage situations, bomb threats, etc.), the Contractor shall respond to these events as soon as possible after notification. The Contractor shall advise and assist the on-scene commander until the event is terminated. Additional work effort under these circumstances may entitle the Contractor to equitable adjustment under FAR [52.243-1](#), Alt I.

C.9.9 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 affect the installation and prevent 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.9.10 Non Performance and Abandonment

The Government reserves the right to perform or supplement performance of contract functions with Government designated personnel, or other Contractors, 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.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, as defined by paragraph C.13, *Operational Transition Plan*, and for those permits that are not transferable.

C.10.2 Work in Environmentally Sensitive Areas

The Contractor shall comply with the Installation procedures and standards for work in and around environmentally sensitive or contaminated property, including the Integrated Pest Management Plan, the Integrated Natural

Resources Plan, the Integrated Cultural Resources Plan and the Endangered Species Management Plan. In addition, the contractor will comply with any Biological Assessment or NEPA documentation that relates to utilities operation and maintenance on Fort Riley. Prior to accessing any environmentally sensitive areas the Contractor shall coordinate with the designated Government Representative.

C.10.3 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 (AR 200-2 *Environmental Analysis of Army Actions*). The Contractor shall be responsible for preparing all documents necessary for conducting this assessment in coordination with the Government.

C.10.4 Spill Contingencies

The Contractor shall adopt the procedures of the Installation Spill Contingency Plan and all applicable Installation Instructions, written Standard Operating Procedures and Site Specifications related to environmental compliance.

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 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 shall not be responsible for remediation of preexisting environmental conditions. Unexploded ordinance shall be considered a preexisting environmental condition.

C.11 Upgrades and Renewals and Replacements

C.11.1 Due Diligence Adjustment

The Contractor shall be responsible for accomplishing all required upgrades, renewals, and replacements to maintain and operate the utility system(s) in a safe, reliable condition, and to meet the requirements of this contract. The Contractor shall base its proposal on the inventory listed in [Section J](#). If after award the Contractor identifies additional inventory not listed in [Section J](#), the Contractor may submit a request for an equitable adjustment to the Contracting Officer. If the Contractor determines that the inventory listed in [Section J](#) is overstated, the Contractor shall report the extent of the overstatement to the Contracting Officer, who will determine an equitable adjustment as appropriate.

C.11.2 Capital Upgrades and Renewals and Replacement

C.11.2.1 Initial Capital Upgrades

Initial capital upgrades are 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 initial capital upgrades shall be listed in the first submittal of the Capital Upgrades and Renewals and Replacements Plan (see [C.11.2.4](#)), as part of the offer. Government recognized deficiencies listed in [Section J](#) shall be complete within 5 years of contract award date.

C.11.2.2 Future Capital Upgrades

Future capital upgrades are investments in the utility system resulting from changes in service requirements, laws, or regulations. Capital upgrades may also include the implementation of new technologies. The Government reserves the right to determine at its discretion whether it will pay for any portion of proposed future capital upgrades, other than those required to meet standards imposed by law that have changed during the contract term.

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 Annual Capital Upgrades and Renewals and Replacements Plan

The Contractor shall prepare and submit an Annual Capital Upgrades and Renewals and Replacements Plan that identifies capital upgrades and major renewals and replacements the Contractor intends to accomplish. The Annual Capital Upgrades and Renewals and Replacement Plan shall contain a proposed upgrade list for each of the next 5 years. The plan shall be structured as follows:

Year 1 shall include detailed upgrade information including site plans, cost estimates, upgrade schedules, an analysis of the impact of construction on Installation operations and the environment, and address safety requirements.

Years 2-5 shall include upgrade lists with upgrade descriptions, order-of-magnitude estimates, and proposed site plans.

The initial Capital Upgrade and Renewals and Replacements Plan included in the proposal shall describe initial capital upgrades and initial renewals and replacements in the same detail as required for Year 1.

The first Annual Capital Upgrades and Renewals and Replacements Plan shall be submitted no later than May 31 of the first full Federal 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 designated Government representative.

C.11.2.5 Capital Upgrades/Connection Charges

The Contractor may propose upgrades in the Annual Capital Upgrade and Renewal and Replacement Plan. The Government reserves the right to determine at its discretion whether it will pay for any portion of proposed upgrades. Capital upgrades 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 capital upgrades and improvements identified in the Capital Upgrades and Renewals and Replacements Plan will be paid, in accordance with Paragraphs [H.11](#), *Accounting for Capital Upgrades/Purchase Price*, and [B.5](#), *Service Charges for Schedule B-1*, or [B.6](#), *Service Charges for Schedules B-2, B-3, and B-4*, when accomplished. The Government reserves the right to pay for any capital upgrade as a lump-sum payment rather than by amortizing the capital upgrade costs.

C.11.2.6 Renewals and Replacements

Major renewals and replacements identified in the Capital Upgrades and Renewal and Replacement Plan will be paid in accordance with Schedules 2 and 3 and Paragraph [B.5](#), *Service Charges for Schedule B-1*, or [B.6](#), *Service Charges for Schedules B-2, B-3, and B-4*.

C.11.2.7 Requirements and Standards

The Capital Upgrades 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.11.2.8 Connections and Disconnections

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

C.12 Operations and Maintenance/Quality Management

In accordance with Clause [L 4.2](#) the Contractor shall establish and submit an Operation and Maintenance/ Quality Management Plan. The Plan shall ensure the provision of reliable, cost-effective, and compliant service over the term of the contract. The Contractor shall maintain the Plan and adhere to its requirements throughout the contract term. It shall not be altered without the Government's consent.

C.13 Operational Transition Plan

In accordance with Clause [L 4.4](#), the Contractor shall establish and submit an Operational Transition Plan describing the transfer of the utility system(s) from the Government to the Contractor. The Plan shall not be altered without the Government's consent.

C.14 Historical, Architectural, and 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 or any parties operating or associated with the performance of this contract discover evidence of possible scientific, prehistoric, historic or archaeological finds within the work limit lines or adjacent to work area shall immediately cease work at that location and notify the Contracting Officer. The Contractor shall provide the Contracting Officer with all 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 the contract in accordance with the applicable clauses of the contract.