

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE 1 OF 8	
0002		3. EFFECTIVE DATE September 14, 2004		4. REQUISITION/PURCHASE REQ. NO. SP0600-04-0530	
5. PROJECT NO. (If applicable)					
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL: HELENE HORRELL/DESC-EB PHONE (703) 767-9653 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. SP0600-04-R-0030	
				9b. DATED (SEE ITEM 11) 23 July 2004	
				10a. MODIFICATION OF ONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended</p> <p>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 YOUR 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.</p>					
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. I2.05 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 [] is not, [x] is required to sign this document and return <u> 1 </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
See Page 2 for full description of necessary changes.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER BRUCE BLANK		
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED 30-105	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED

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

1. Delete B.2.3 Program Goal in its entirety and replace with the following:

The desired goal of this sale is to transfer all right, title, and interest of the United States in and to the electric and natural gas utility systems located at March Air Force Base, California. Consequently, the United States will retain no reversionary interests in the utility systems being sold other than the right of access. The sale will be documented by the Bill of Sale, see Attachment J42 to this RFP. The utility systems being sold includes all equipment, fixtures, structures, and other improvements utilized in connection with the utility system which will be more specifically described in Exhibit A of the Bill of Sale. The divestiture will not include the real property upon, under, or around the utility system. The utility system being sold is as identified in the Bill of Sale and does not include any other property. The Contractor shall furnish all necessary labor, management, supervision, permits, equipment, supplies, materials, transportation, and any other incidental services for the complete ownership, operation, maintenance, repair, upgrades, and improvements to 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.

Deleted: electric, natural gas,

Deleted: J42

2. Delete B.7 Type of Contract – Fixed – Price Contract with Prospective Price Redetermination in its entirety and replace with the following:

(See FAR 52.216-5 under Clause I.7) (See also Section G.3)

This clause applies only to Schedule B-2. Subclin AB only. The remainder of the Subclins is considered to be Firm Fixed Price. This clause does not apply to Schedule B-3.

3. Add the following to Section G:

G.5 Paying Office Address

The paying office address is listed in the applicable Section J Attachment(s) describing each of the utility systems.

4. Delete H.6 Rights of the Government to Perform Function with Its Own Personnel in its entirety and replace with the following:

H.6 Rights of the Government to Re-enter and Perform Function

(a) The Government reserves the right to re-enter and perform or supplement performance of the contract functions during periods of disaster, war, emergencies, police actions, or acts of God which affects the installation. Such occupation and performance by or for the Government under this paragraph will not constitute a breach of contract on the part of the Contractor, nor will it constitute a taking by the Government.

(b) The Government reserves the right to re-enter, access the utility system, and perform or supplement performance of the contract functions at the wastewater treatment plant when the Contractor is in violation, and the Contractor has not cured the performance failures within the required timeframe,

due to non-compliance with the Contractor's National Pollutant Discharge Elimination (NPDES) permit, or Paragraph C.2.1, Qualified Utility Providers.

(c) The Contractor shall make its facilities available for the purpose stated in Paragraph (b) at no cost to the Government for as long as the circumstances requiring Government operation persists.

5. 1.7.2 FAR 52.222-42: Statement of Equivalent Rates for Federal Hires (May 1989), add the following statement:

See Attachment J38 Federal Equivalents

6. 1.7.3 FAR 52.244-6: Date for clause should be changed to read:

April 2003

7. The following should be added to Section I clauses:

I.8: DESC CLAUSE I11.01-4: ADMINISTRATIVE COST OF TERMINATION FOR DEFAULT -- NONCOMMERCIAL ITEMS OR SERVICES (DESC FEB 2000)

In the event this contract/task order is terminated for default, in whole or in part, the Government will incur administrative costs. The term termination action, as used herein, means the termination for default, including any associated reprourement effort, involving--

(1) Any single task order or any group of orders terminated together;

(2) Any item or group of items terminated together; or

(3) The entire contract.

The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess reprourement costs and any other remedies or damages resulting from the termination.

8. Clause 52.209-5: Date for clause should be changed to read:

Dec 2001

DEC 2001

9. Clause 52.219-1/I/II should be changed to read

52.219-1 Small Business Program Representations (Alts I) (Apr 2002)

10. Clause 52.223-13: Date should be changed to read:

August 2003

11. Clause 252.209-7003 is Deleted in its entirety.

12. Clause 52.215-16: Date should be changed to read:

Jun 2003

13. L.2.1.4 Use of Non-Government Advisors. The following statement should be added:

~~Air Force Civil Engineering Support Agency (AFCESA) Utility Privatization A&E Contractors~~ may not assist or participate in preparation or submission of any proposal associated with this acquisition.

Deleted: Northrop Grumman & Earthtech

Deleted: Name of Company/Office

Deleted: ¶
Note: The companies listed above

14. Add the following under Section L:

L.2.3 DLAD Provisions

The following provisions of the Defense Logistics Agency Directive (DLAD) are applicable to this solicitation:

AGENCY PROTESTS (DEC 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (NOTE: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 provide for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer. This process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

Deleted: There will be a single award for each utility system specified resulting from this solicitation, or for each combination of utility systems packaged in a single proposal. Therefore, the number of awards may be less than the number of systems specified.

(DLAD 52.233-9000)

15. Delete L.3 Reserved in its entirety and replace with the following:

L.3 Final Proposal Revisions

When submitting final proposal revisions, an Offeror shall submit changes in accordance with the following (FAR 15.307):

1. Proposal revisions shall be submitted as one original paper copy and 2 electronic copies on CD ROM disks.
2. In the upper right corner of each revised page, include the Offeror's name, exact location (volume, section, page number, etc.) within the original proposal, and date of transmittal.
3. Changes shall be marked by a change bar in the margin to indicate the changed part of each page.
4. If the revision exceeds one page, each page shall be marked with the page number it is replacing and a numerical or alphabetical extension (i.e. 93-a...93-d).
5. For each deleted page, a blank page shall be submitted denoted with "page intentionally left blank" and the original page number.

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**16. L.6. Proposal Preparation Instructions – Volume 1: Technical Proposal.
Delete the following:**

5. Financial Capability
6. Small Business, Small Disadvantaged Business (SDB), Women Owned Small Business, and Historically Black Colleges or Universities and Minority Institutions Participation (FAR 19.1202 and DFARS 215.304)

17. Delete the following from Section L in their entirety:

- L.6.5 Subfactor 5: Financial Capability
- L.6.6 Subfactor 6: Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business, and Historically Black Colleges or Universities and Minority Institutions Participation (FAR 19.1202 and DFARS 215.304)

18. Add the following to Section L.8:

L.8.3.4 Small Business Offerors

Small Business offerors should identify work they intend to complete "in-house" in performance of the contract requirements. Such work will be considered to have met the socioeconomic goals.

Deleted:

L.8.4 Socioeconomic Proposal

Offerors shall submit a plan that demonstrates their commitment to providing subcontracting opportunities to Small Businesses, Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs). All offerors regardless of business size are required to provide socioeconomic commitment.

As part of their plan, the offeror shall include:

1. A description of the efforts the company will make to assure that small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) will have an equal opportunity to compete for subcontracts 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 company has for developing additional subcontracting opportunities for small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) during the contract period.
5. Identification of the portion of the offeror's proposal, as a percentage of dollars, that will be subcontracted to 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 Office, regarding your support of small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs), small disadvantaged, women-owned small, Veteran-owned small and /or HUBZone small business concerns during the period of contract performance.
7. The name and title of the individual principally responsible for ensuring company support to such firms.

NOTE: An offeror considered to be Small Business will have demonstrated the commitment to utilize Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs), to the extent they perform the contract requirements internally or by subcontracting to HBCUs/MIs.

Deleted: .

19. Section L.9.6.2 Cost Proposal, Introduction, and Pricing Assumptions, delete the following from Schedule L-1:

3. U.S. Federal Taxes included in the Total Fixed Monthly Charge

20. Section L.9.6.2 Cost Proposal, Introduction, and Pricing Assumptions, Subsection: Initial Capital Upgrades, Delete in its entirety and replace with the following:

Initial Capital Upgrades

The Offeror shall provide cost for initial capital upgrades listed in the Capital Upgrades and Renewals and Replacements Plan provided in their proposal in accordance with C.11.2, *Capital Upgrades and Renewals and Replacements Plan*. Information to support the price proposed for initial capital upgrades shall include total upgrade price, estimated completion date, number of months the price will be amortized, and the interest rate proposed by the Offeror. This information should be provided in Schedule L-3. A separate Schedule L-3 shall be provided for each utility system included in the proposal.

Deleted: and federal tax information

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Deleted: and amount of

Deleted: the monthly charge for federal taxes.

21. Section M.4 Evaluation Factors and Subfactors, Delete in its entirety and replace with the following:

The five evaluation factors are Mission Capability, Past Performance, Proposal Risk, Socioeconomic Plan, and Price. Mission Capability and Proposal Risk evaluation factors will be evaluated using identical subfactors. The evaluation factors and subfactors are as follows:

Deleted: The four evaluation factors are Mission Capability, Past Performance, Proposal Risk, and Price.

Deleted:

- Factor 1: Mission Capability
 - Subfactor 1: Service Interruption/Contingency Plan
 - Subfactor 2: Quality Management Plan
 - Subfactor 3: Capital Upgrades and Renewals and Replacements Plan
 - Subfactor 4: Operational Transition Plan

Deleted: <#>Subfactor 5: Financial Capability¶
<#>Subfactor 6: Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business, and Historically Black Colleges or Universities and Minority Institutions Participation (FAR 19.1202 and DFARS 215.304)¶

- Factor 2: Past Performance
- Factor 3: Proposal Risk
 - Subfactors Identical to Factor 1
- Factor 4: Socioeconomic Plan
- Factor 5: Price

Deleted: Price

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22. Delete in their entirety the following from Section M:

Section M.4.2.5 Subfactor 5: Financial Capability

Section M.4.2.6 Subfactor 6: Small Business, Small Disadvantaged Business (SDB), Women Owned Small Business and Historically Black Colleges or Universities and Minority Institutions Participation (FAR 19.1202 and DFARS 215.304)

23. Section M, Clause M.4.2.7 Mission Capability Ratings, should be re-numbered as follows:

M.4.2.5 Mission Capability Ratings

24. Section M.4.3.1 Past Performance Ratings, Delete the table in its entirety and replace with the following:

Numerical Rating	Adjectival Rating	Definition
9-10	Excellent/High Confidence	Based on the Offeror's performance record, essentially no doubt exists that the Offeror will successfully perform the required effort.
7-8	Very Good/ Significant Confidence	Based on the Offeror's performance record, little doubt exists that the Offeror will successfully perform the required effort.
5-6	Satisfactory/ Confident	Based on the Offeror's performance record, some doubt exists that the Offeror will successfully perform the required effort.
3-4	Marginal/ Little Confidence	Based on the Offeror's performance record, substantial doubt exists that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary to achieve contract requirements.
0-2	Unsatisfactory/ No Confidence	Based on the Offeror's performance record, extreme doubt exists that the Offeror will successfully perform the required effort.
N/A	Neutral/ Unknown Confidence	No performance record identifiable (see FAR15.305[a][2][iii] and [iv])

25. Section M.5 Subcontracting Plan, Delete in its entirety and replace with the following:

M.5 Subcontracting Plan

The Subcontracting Plan will be evaluated separately for compliance with the requirements of FAR 52.219-9, DFARS 219.705-4, and the statutory goal applicable to all federal agencies.

26. All other Terms and Conditions shall remain unchanged and in full force and effect.