

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE 1 OF 5 PAGES	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE August 7, 2000		4. REQUISITION/PURCHASE REQ. NO. SCO600-00-0707	
5. PROJECT NO. (If applicable)		6. ISSUED BY SCO600 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX - (703) 767-8757 BUYER/SYMBOL - Mike White/DESC-APP PHONE - (703) 767-9653 P. P 8.2		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)		9a. AMENDMENT OF SOLICITATION NO. X SP0600-00-R-0058		9b. DATED (SEE ITEM 11) June 30, 2000	
		10a. MODIFICATION OF CONTRACT/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>Offer 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.</p> <p>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.					
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:					
OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
SEE THE FOLLOWING PAGES					
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 JACOB R. MOSER		
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

This amendment is issued to update solicitation provisions in Sections B and C, updates chart L-3 and paragraph L.9.2. It also includes as Attachment 1, questions and answers in response to the July 25, 2000 Pre-proposal Conference held at 127 Wing Selfridge Air National Guard Base.

See the Attached. (Page numbers indicated below reference original RFP) (Updated RFP including changes is posted at the DESC web site)

A. Page 13, para B.5.2.2, delete and replace with the following:

B.5.2.2 Sub-CLIN AB – Fixed Monthly Charge: A Fixed Monthly Charge shall be paid for utility distribution (or collection) services. The fixed monthly charge will be multiplied by 600 months to reach the total contract cost. The Fixed Monthly Charge shall include all costs associated with the requirements of this contract. Included are the costs for operations and maintenance (including general and administrative costs) and costs for renewals and replacements as calculated in Schedule L-2. Additionally, capital upgrades as defined by paragraphs H.10.1 and H.10.2 and the recoverable portion of the purchase price as defined by paragraph H.10.3, shall be additive to the Fixed Monthly Charge as allowed by paragraph G.3, *Service Charge Adjustment*.

Prices proposed for Sub-CLIN AB identified in Schedule L-1 shall be based on expected price levels during the first two years of operation. The effect of price inflation on costs incurred in years subsequent to the first 2 years of operation will be considered as part of the price redetermination process defined in Paragraph B.6, *Type of Contract – Fixed – Price Contract with Prospective Price Redetermination*.

B. Page 16, para C.3.2, delete and replace with the following:

C.3.2 Performance Standards

Subject to applicable legal requirements, unless otherwise provided for in this contract, the Contractor shall perform its required service(s) in accordance with the Contractor's proposed Quality Management Plan (QMP) submitted in response to the solicitation and any subsequent revision thereto.

C. Page 20, para C.8, last line change Sub-CLIN A(z) to read Sub-CLIN AC

D. Page 30, para F.1, delete and replace with the following:

The Contractor(s) agrees to furnish, and the Government agrees to purchase, utility distribution and/or collection services, in accordance with the terms and conditions of this solicitation, for a period of 50 years (or term consistent with the end of the lease agreement stated in the Right of Way (ROW) document; see applicable ROW J attachment), commencing with the date of award. If the Government terminates the contract, whether for convenience or default, the appropriate FAR termination paragraph will apply.

E. Page 66, para L.9.2, first line, after the word years, add (or as otherwise stated in paragraph F.1, Contract Term)

F. Page 70, Chart L-3, delete the information within the parenthesis (i.e. variable monthly charges)

Attachment 1

Pre-proposal Conference Question and Answers

What impact if any will the long-range facility plans have on this proposal?

Any known future facility projects are identified in the utility specific attachments.

All known future facility projects are identified in the utility specific attachments.

Are there water and sewer systems plans available for review?

Yes, the plans are available through the technical library and applicable Point of Contact.

Do plans include size, age, material type, lengths, frequency of failure, ROW's/Easements, preventative maintenance schedules, history, wet weather flows, etc?

All available information regarding the utility systems is specified in the utility specific attachments or technical library.

No mention has been made of the storm sewer system? Are there ownership, operations & maintenance issues for storm sewer?

The storm sewer utility system is not included in this requirement, as such, is not included in the RFP.

How will illegal or unauthorized connection issues be handled (sanitary)?

We do not foresee any such problems, however if the situation would occur, it would primarily depend on the circumstances and would be resolved through negotiations.

Will combined sewer overflows, sanitary sewer overflows be addressed?

Requirements for the wastewater system are identified in the applicable utility specific attachment.

How will pollution mitigation of unforeseen problems, contamination, etc be addressed?

We do not foresee any such problems, however if the situation would occur it would primarily depend on the circumstances and would be resolved through negotiations.

What is definition of long-term benefits in term of period relative to economics? In terms of value?

The Government will only sell the utility systems if it determines that the long-term economic benefit of conveyance exceeds the long-term economic cost of the conveyance and said conveyance will reduce the long-term costs of the United States for utility services provided by the utility system concerned.

What is in the Technical Library and procedures to access?

The library offers access to information related to the utility specific requirements such as system drawings/maps available system reports, etc. You may contact the following Point of Contacts (POC) for access to the library. Kellogg's POC's are Capt Eric Oswald, 616-969-3346 and Mr. Walter Haapapuro, 616-969-3347. Selfridge and Garrison's POC's are Mr. Mike Ciaciuch, 810-307-5917 and Mr. Dennis Plegue, 810-307-4992. Dates and times are posted at the DESC website.

What does the Site Visit consist of?

The site visit provides offerors an opportunity to visit the utility systems identified in the RFP

There is a conflict between site visit dates at Kellogg and Selfridge on 23 Aug 00, can this be changed?

If offerors are unable to attend the other date indicated, they can contact the applicable POC to schedule a visit.

When is the anticipated award date and contract execution/effective date?

The contract award date is predicated on acquisition milestones and is considered procurement sensitive and is not releasable. The contract will become effective and will be executed the date it is awarded by the contracting officer.

What is the cutoff date for asking additional questions?

Subject Request for Proposal is written under Part 15 of the Federal Acquisition Regulation, Contracting By Negotiation, prospective offerors may submit questions until the proposal due date.

Where is information on conditions of systems/inspection reports?

This information is provided in the technical library.

Can you provide information on what might trigger renegotiations during contract periods?

The Operations and Maintenance and Renewals and Replacements portion of the Fixed Monthly Charge are Eligible for redetermination in accordance with paragraph B.6 Paragraph G.3 Service Charge Adjustment is applicable for changed service requirements.

What metering responsibilities are included in contract for provider?

Metering responsibilities are outlined in the applicable utility specific attachments.

What are the responsibilities for solid and hazardous waste that are generated from privatized facilities, i.e. sludge, PCB's?

See RFP paragraph H.8 Hazardous Substances.

Who has responsibility for pre-existing contamination of privatized facilities?

If the contamination is clearly demonstrated to be the result of activities prior to ownership transfer, the contractor will not be responsible.

Can you define the facilities in detail, especially the Garrison?

The U.S. Army Garrison requirements are identified in the utility specific attachments.

Is Seville Manor part of this package?

Please refer to the utility specific attachments for Garrison requirements.

Are there models of privatization that we can view which would help us with our proposal?

There may be other outsourcing requirements that have been awarded but we know of no utility privatization models to date.

Is all data on consumption available at the technical library?

Yes, all available consumption data for applicable systems is provided at the technical library.

Is there a gas distribution system on Selfridge Base presently? Who owns it? How does natural gas fit into this package?

There is no natural gas requirement for this utility privatization effort.