

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE 1 OF 4	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE June 7, 2001		4. REQUISITION/PURCHASE REQ. NO. SCO600-01-0234	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 BUYER/SYMBOL – Terri Workman DESC-APP PHONE - (703) 767-8453 FAX 703-767-8757 <a href="mailto:tworkman@desc.dla.mil">tworkman@desc.dla.mil</a>		SCO600		7. ADMINISTERED BY (If other than Item 6) CODE SCO600	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO. SP0600-01-R-0015	
				9b. DATED (SEE ITEM 11) February 12, 2001	
				10a. MODIFICATION OF CONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
BIDDER CODE:		CAGE CODE:			
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 checked="" 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> copy 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. <b>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.</b> 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.					
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:					
D. OTHER (Specify type of modification and authority)					
E. <b>IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> 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 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 LAURA C. WELSH		
15B. NAME OF CONTRACTOR/OFFEROR BY (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Laura Welsh</u> (Signature of Contracting Officer)		16C. DATE SIGNED June 7, 2001

The purpose of this amendment is to address questions received from Offerors to Solicitation SP0600-01-R-0015.

**A. Offeror's questions/comments with Government response:**

- 1) Do you anticipate a review of privatization by the new administration and Secretary, and could this review have an impact on the current DRID?

At this time DESC has not received any indication that the program will shift or change.

- 2) How can we obtain records to determine the current and past level of maintenance on the gas and electric system? Does the technical library provide this level of information?

The information if available will be included in the Technical Library.

- 3) What level of maintenance will be used by the government as a benchmark to determine the competitiveness of the proposals? Will it be the past performance or the government's future costs?

The Government has included in the RFP the criteria that each proposal will be evaluated against as described in Section M.4.

- 4) How will bids be compared when you may have one bidder for multiple sites or multiple systems versus a single bidder for a single site or system. Assuming economies of scale, how can these bids be compared on a one to one basis. Is there not an unfair advantage to unregulated companies who can bid on multiple sites and systems?

The solicitation has been structured to allow for full and open competition. The Government is not restricting Offerors from submitting a proposal on any or all systems. For the purposes of the economic comparison required by 10 USC Section 2688, each system will be analyzed separately.

- 5) Is the lease of property still with the NYS Department of Transportation or has the property been transferred with the rest of the airport to the new private contractor NEG?

No, it will remain with the NYS Department of Transportation.

- 6) If Central Hudson currently has employees who are members of the NYANG specifically those serving with the 105th Air Lift Group, or reservists from other branches of the military, does this create a conflict of interest?

It depends in the capacity those employees work for the company; they could not be involved in preparing the proposal or the company's effort to assume ownership.

- 7) Please provide clarification of paragraph 4.5 of the Right of Way as it pertains to the right of the Grantor to sell utility plant to a third party. How is the amortization of the original purchase price to be readjusted to reflect this sale of

property that was originally transferred to the Grantee, if this property is included? The wording of the provision is not clear.

We will seek clarification from the Air Force on the intent.

- 8) Item C.5.2.5 page 11- Please clarify what is meant by a Quality Assurance Representative (QAR)?

Personnel hired to actually inspect the contractor's work.

- 9) Item 10.2 page 15- Since this item is left intentionally blank, are we to assume that there are no environmentally sensitive areas at any of the bases?

No, this particular paragraph has been reserved at this time.

- 10) Item 11.2.2.1 page 16- Please define a legally applicable regulatory standards. Which standards will apply, regulatory or contractor when one is more stringent? Does the applicable standard vary depending on what type of company wins the contract? (Regulated v. Unregulated)

A legally applicable regulatory standard is one established by law Federal Energy Regulatory Commission. The more stringent standard will apply when there are two differing standards. Since I do not know the applicable standards of every company that may offer, I cannot answer whether the applicable standard may vary depending on the type of company.

- 11) ? termination for convenience. Please provide criteria which would provide for a termination for the convenience of the Air Force?

If the base is closed due to a BRAC (Base Realignment Closure) the government would terminate for convenience. If this happened the government would pay a termination settlement. The contractor's entitlement would be negotiated pending on when during the contract performance period the contract was terminated.

- 12) Is it acceptable for a utility Offerer to simply copy language from their existing O&M manuals and other documents, or include these documents in an appendix to fulfill the requirements of the solicitation as it refers to service requirements, and quality management?

The Government is interested in knowing how the Offeror will maintain the government's system. If the Offeror is the current provider they need to still address Operations & Maintenance and provide manuals as an attachment.

- 13) Is a tariff based offer considered by the Air Force as an acceptable alternate offer under L.8.2?

If an Offeror is providing a regulated rate, the Offeror may submit their proposal in accordance with L.8.2.

- 14) Is it acceptable for a utility to submit a bid that is contingent upon regulatory approval?

Yes.

- 15) If appropriated funds become unavailable or are reduced, what remedy does the Grantee have to make whole their investment? Condition 23 ROW J53-13.

If an Offeror has made capital investments in the system and Government is utilizing the system/capital investments, the Contractor will be reimbursed for the cost of the Capital Investment.