

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b> K		<b>PAGE 1 OF 4</b>
<b>2. AMENDMENT/MODIFICATION NO.</b> 0003		<b>3. EFFECTIVE DATE</b> 03 July 2001	<b>4. REQUISITION/PURCHASE REQ. NO.</b> N/A		<b>5. PROJECT NO. (If applicable)</b>
<b>6. ISSUED BY</b> DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL – M. NICHOLSON/DESC-APP PHONE (703) 767-9652		<b>CODE</b> SCO600	<b>7. ADMINISTERED BY (If other than Item 6)</b> <b>CODE</b>		
<b>8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)</b>			X	<b>9a. AMENDMENT OF SOLICITATION NO.</b> SP0600-01-R-0008	
				<b>9b. DATED (SEE ITEM 11)</b> April 17, 2001	
				<b>10a. MODIFICATION OF CONTRACT/ORDER NO.</b>	
				<b>10b. DATED (SEE ITEM 13)</b>	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<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. <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.</p>					
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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. <b>IMPORTANT:</b> Contractor [ ] is not, [ X ] is required to sign this document and return <u> 1 </u> copies to the issuing office.					
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>					
Please 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.					
<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>			<b>16A. NAME OF CONTRACTING OFFICER</b> Verna L. Velez		
<b>15B. NAME OF CONTRACTOR/OFFEROR</b> BY _____ (Signature of person authorized to sign)		<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b> BY <u> Verna L. Velez </u> (Signature of Contracting Officer)		<b>16C. DATE SIGNED</b> 03 JULY 2001

The purpose of this amendment is to address questions proposed by prospective offerors concerning the solicitation.

1. Q: How does the Government define “qualified utility provider” as the phrase is used in paragraph C.2.1? What is the “service” or “services” referred to in paragraph C.2.1, lines 2, 3 4, and 6? Please provide a definition of “service” or “services” referred to in paragraph C.2.1, lines 2 ,3, 4, and 6. (C.2.1)

A: A qualified utility provider is one who is capable of providing the services the Government is seeking to acquire under this solicitation. The services referred to in section C.2.1 are defined in Section C as a whole.

2. Q: Will the Government require that the Contractor either possess or obtain the requisite state licenses, permits or certifications prior to being awarded the contract? Prior to being eligible to bid on the contract? Who makes the determination as to which state licenses, permits or certifications are required? [C.3.1]

A: In general, appropriate licenses permits and certifications must be obtained prior to award. The contractor is responsible for determining what licenses permits and certifications are required.

3. Q: What does the qualification “subject to applicable legal requirements...” mean in ¶ C.3.2? [C.3.2]

A: See section C.2.1.

4. Q: What is the definition of “utility service” as used in ¶ C.8? Because this contract contemplates utility plant rather than the commodity itself, is it correct to assume that the outages/service interruptions referred to in ¶ C.7 and ¶ C.8 are those involving specifically utility equipment or fixtures included in the Bill of Sale? [C.7, C.8]

A: The utility services required are defined in Section C of the solicitation. The outages referred to in sections C.7 and C.8 are those resulting from failures in the utility systems owned and operated by the contractor.

5. Q: When will the government make the initial notification to state agencies concerning the termination/transfer of various permits, authorizations, etc.?

A: The Government will make initial notification to state agencies immediately after award.

6. Q: If the Government performs or supplements performance of contract functions voluntarily pursuant to ¶ H.6, would the Government charge the Contractor for such services? If so, is there to be a schedule of charges? [¶ H.6]

A: No. There would be no charge. This provision permits the Government to substitute for or supplement the contractor's efforts in emergency situations where the contractor's failure to perform is beyond the contractor's control and without its fault or negligence. If the Government were required to substitute for or supplement the contractor's efforts where the contractor's failure to perform was without adequate excuse, the Government would expect the contractor to assume financial responsibility.

7. Q: What is the Contractors responsibility for pre-existing environmental contamination?

A: The contractor is not responsible for pre-existing environmental contamination.

8. Q: How does the government owned generators operate and do they connect to the distribution system?

A: We have a listing of back-up emergency power generators by facility and whether they are manual start or automatic start. Our understanding from the Solicitation is that the back-up power generators will not be privatized.

9. Q: Are there are other systems in the manholes and if the manholes transfer, how will this be managed?

A: To the best of our knowledge, primary electrical distribution system underground cable and associated manholes have been identified. Communications system manholes are not to be privatized by this solicitation. There is a potential that we may have some airfield lighting system circuits passing through electrical manholes that are not in the scope to be privatized.

10. Q: Does the propane backup system connect to the distribution system and what are the restrictions on the use of the system?

A: The back-up propane air alternate fuel source to the natural gas distribution system is tied directly into the natural gas distribution system. When informed by the local utility company to go on back-up fuel for a curtailment or if we choose to exercise the back-up fuel plant, the system merely requires start-up. This system is set to operate at a slightly higher system pressure than the incoming local utility company's settings such that it overrides that pressure and takes over. No valve manipulations, gas simply ceases to flow through the LDC's master meter and is fed from the plant through the same distribution and service lines. There are no restrictions to its use, just to use when

informed of a curtailment by the LDC in accordance with the existing service agreement.

11. Q: Is any part of McEntire ANG Base a federal enclave?

A: McEntire ANGS is Air Force fee owned land, licensed to the State of South Carolina for ANG use. There is some out-granted property to the Army National Guard for their use within the boundaries of the installation.

12. Q: Where are the existing service points for the electric system?

A: The existing service points for the electric system can be found at Attachment J55- Example Right-of-Way (electrical), McEntire ANGB, SC on pages 27-32 at the DESC website: <http://www.desc.dla.mil/main/a/priv/reg4.htm>

13. Q: Where is the technical library and what is the procedure for access to the technical library?

A: Technical information is provided at the DESC website (referenced above) under the Technical Library Section.

14. Q: Will the government identify any equipment that has a PCB status associated with it?

A: To the best of our knowledge, all of the electrical transformers previously containing PCBs were replaced in the early 1990s. We believe that e are PCB-free.

15. Q: Will the government retain responsibility for pre-existing environmental conditions?

A: Yes, the government will retain responsibility for pre-existing environmental conditions.

16. Q: Will the government retain liability for system safety defects until the contractor has had sufficient time to make the required upgrades?

A: No, the government will not retain liability for the system safety defects after it has been transferred.

17. Q: Does the base have a complete list of all permits, authorizations, and/or certifications now held by the Government for the base?

A: We have the information available, however, it is not yet consolidated in the centralized Technical Library. Most environmental permits are maintained in the office of our Environmental Coordinator, Mr. Kermel Scott (803) 647-8535.