

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES
---	---------------------	---------------

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
-------------------------------	-------------------	----------------------------------	--------------------------------

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
--------------	------	---	------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
CODE		FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  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 \_\_\_\_\_ 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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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. 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.)

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 AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

1. Section B. The bidding schedule is deleted and replaced with the attached revised Section B.
2. Section C, paragraph C.2.2. Delete the next to last sentence (beginning "Estimated natural gas usage...").
3. Section C, paragraph C.4.9. Add the following to the first sentence: "During the time there are no other contractual agreements in place, ..."
4. Section C, paragraph C.10.1. Delete consumption levels for 1995, 1996 and 1997.
5. Section C, paragraph C.15. Change the date in the second sentence to 1 April 2001.
6. Section I. The following clauses are updated as follows. Full text of each clause can be found at <http://www.arnet.gov/far>.

FAR 52.223-14, Toxic Chemical Release Reporting (Oct 1996) is deleted and replaced with the October 2000 edition.

FAR 52.204-4, Printing/Copying Double-Sided on Recycled Paper (Jun 1996) is deleted and replaced with the August 2000 edition.

7. Section J. Any offeror interested in obtaining maps in Microstation (.dsg) format may contact Mr. Mark Fincher at (706) 545-7928.

8. Section J, Attachment 3, Draft Easement.

a. Condition 27.e: Add the following: "accomplish routine scheduled work in progress at a later time. At the Government's option, the Grantee shall reschedule the work for accomplishment on any day as approved by the Government. Emergency work shall continue regardless of installation closure."

b. Condition 47: Change the notification period (in second sentence) to seven (7) days, and (in third sentence) change the verbiage to require the grantee shall meet with the "Government/contractor personnel" (instead of "marking services personnel").

c. Add Condition: 48. Distribution System Mapping and Records

(1) The maps attached as Exhibit A reflect the most current information available regarding the existing components of Fort Benning's Natural Gas Distribution System. Maps in electronic media format will also be provided to the Grantee.

(2) The Grantee shall maintain accurate maps and records for the Fort Benning distribution system during the easement term and the Grantee shall identify changes to and update the Fort Benning system maps to ensure delineation of all easements. The Grantee shall provide the installation and the District Engineer updates annually in both hard copy (full size) and electronic media formats. This easement will be amended by supplemental-agreement to incorporate updated maps as exhibits.

(3) All mapping data shall conform to National Map Accuracy Standards and the Department of Defense Tri-Services Spatial Data Standards. All data shall be created using In State Plane Coordinate System NAD 83 and NAVD 88. The image area shall be 40" x 25" on a map sheet of 42" x 30".

9. Section K. The following provisions have been updated and are incorporated. Offerors must complete these updated provisions and include with their proposal.

FAR 52.219-1, Small Business Program Representations (Oct 2000)

FAR 52.223-13, Certification of Toxic Chemical Release Reporting (Oct 2000)

10. Questions submitted from interested offerors are provided, along with corresponding answers (2 pages).

11. **Proposal due date is 1 December 2000, 4 p.m. local time.**

SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	Privatization of Natural Gas Distribution System in accordance with the scope of work in Section C for the Fort Benning Military Installation, Fort Benning, Georgia				
	Proposals will be based in terms of consumption of natural gas per year and shall be payable on a monthly basis.				
0001	Assumption of Ownership of the Natural Gas Distribution System and provision of distribution services, complete, to include but not limited to, operation, maintenance, repair, investment, and replacement as required of distribution system components for a fifty (50) year period.				
0001AA	Year 1	750,000	MMBTU	\$ _____	\$ _____
0001AB	Year 2	750,000	MMBTU	\$ _____	\$ _____
0001AC	Year 3	750,000	MMBTU	\$ _____	\$ _____
0001AD	Year 4	750,000	MMBTU	\$ _____	\$ _____
0001AE	Year 5	750,000	MMBTU	\$ _____	\$ _____
0001AF	Year 6	750,000	MMBTU	\$ _____	\$ _____
0001AG	Year 7	750,000	MMBTU	\$ _____	\$ _____
0001AH	Year 8	750,000	MMBTU	\$ _____	\$ _____
0001AJ	Year 9	750,000	MMBTU	\$ _____	\$ _____
0001AK	Year 10	750,000	MMBTU	\$ _____	\$ _____
0001AL	Year 11	750,000	MMBTU	\$ _____	\$ _____
0001AM	Year 12	750,000	MMBTU	\$ _____	\$ _____
0001AN	Year 13	750,000	MMBTU	\$ _____	\$ _____
0001AP	Year 14	750,000	MMBTU	\$ _____	\$ _____
0001AQ	Year 15	750,000	MMBTU	\$ _____	\$ _____
0001AR	Year 16	750,000	MMBTU	\$ _____	\$ _____
0001AS	Year 17	750,000	MMBTU	\$ _____	\$ _____
0001AT	Year 18	750,000	MMBTU	\$ _____	\$ _____
0001AU	Year 19	750,000	MMBTU	\$ _____	\$ _____
0001AV	Year 20	750,000	MMBTU	\$ _____	\$ _____
0001AW	Year 21	750,000	MMBTU	\$ _____	\$ _____
0001AX	Year 22	750,000	MMBTU	\$ _____	\$ _____
0001AY	Year 23	750,000	MMBTU	\$ _____	\$ _____
0001AZ	Year 24	750,000	MMBTU	\$ _____	\$ _____
0001BA	Year 25	750,000	MMBTU	\$ _____	\$ _____
0001BB	Year 26	750,000	MMBTU	\$ _____	\$ _____
0001BC	Year 27	750,000	MMBTU	\$ _____	\$ _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001BD	Year 28	750,000	MMBTU	\$ _____	\$ _____
0001BE	Year 29	750,000	MMBTU	\$ _____	\$ _____
0001BF	Year 30	750,000	MMBTU	\$ _____	\$ _____
0001BG	Year 31	750,000	MMBTU	\$ _____	\$ _____
0001BH	Year 32	750,000	MMBTU	\$ _____	\$ _____
0001BJ	Year 33	750,000	MMBTU	\$ _____	\$ _____
0001BK	Year 34	750,000	MMBTU	\$ _____	\$ _____
0001BL	Year 35	750,000	MMBTU	\$ _____	\$ _____
0001BM	Year 36	750,000	MMBTU	\$ _____	\$ _____
0001BN	Year 37	750,000	MMBTU	\$ _____	\$ _____
0001BP	Year 38	750,000	MMBTU	\$ _____	\$ _____
0001BQ	Year 39	750,000	MMBTU	\$ _____	\$ _____
0001BR	Year 40	750,000	MMBTU	\$ _____	\$ _____
0001BS	Year 41	750,000	MMBTU	\$ _____	\$ _____
0001BT	Year 42	750,000	MMBTU	\$ _____	\$ _____
0001BU	Year 43	750,000	MMBTU	\$ _____	\$ _____
0001BV	Year 44	750,000	MMBTU	\$ _____	\$ _____
0001BW	Year 45	750,000	MMBTU	\$ _____	\$ _____
0001BX	Year 46	750,000	MMBTU	\$ _____	\$ _____
0001BY	Year 47	750,000	MMBTU	\$ _____	\$ _____
0001BZ	Year 48	750,000	MMBTU	\$ _____	\$ _____
0001CA	Year 49	750,000	MMBTU	\$ _____	\$ _____
0001CB	Year 50	750,000	MMBTU	\$ _____	\$ _____

0002	Balloon payment to the Government for residual value of the Natural Gas Distribution System to be paid at the beginning of the contract period.	1	LS	\$1.00	\$1.00
------	---	---	----	--------	--------

NOTES TO OFFERORS:

1. U/M Definition: MMBTU = Million BTU or one dekatherm and LS = Lump Sum
2. All prospective awardees must be registered in the Central Contractor Registration database prior to award, during performance, and through final payment of any contract resulting from this solicitation (See Section L).
3. Offerors must propose on all items. Omission of any line item may be cause for rejection of the offer.
4. Furnish the CAGE code applicable to the offeror: \_\_\_\_\_

**FAR 52.219-1, Small Business Program Representations (Oct 2000)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 221210.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

*Alternate I (Oct 2000).* As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:  
(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and  
(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

*Alternate II (Oct 2000).* As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:  
(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

#### **FAR 52.223-13, Certification of Toxic Chemical Release Reporting (Oct 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

( ) (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

## QUESTIONS FROM OFFERORS

1. Page L-3 of the Solicitation requires a list of “contracts” on-going or completed during the past three years. May the term “contract” be broadly defined to include projects or other applicable indications of comparable experience? May such a project be defined in terms of service collectively to all of a public utility’s customers or to selected classes (e.g., residential or commercial customers)?

ANSWER: Yes. Yes.

2. Will the COE consider and evaluate as relevant past performance experience and qualifications that are based on providing comparable service collectively to all of a public utility’s retail service customers or to customers within a particular service class (e.g., industrial and commercial)?

ANSWER: Yes.

3. In evaluating past performance, will the Government consider experience in owning as well as operating or maintaining utility systems of similar size and complexity? How will the Government consider experience that does not include “ownership” of comparable utility systems versus experience that does involve ownership?

ANSWER: Yes, a prospective bidder does not have to own a utility system in order to submit an offer. Experience that does not include ownership will still be evaluated as experience.

4. Regarding the Section J Contract Performance Report, please confirm that the reference in Block 15 should be to Block 8 and not Block 7.

ANSWER: Item 15 (last sentence) should read “Revise Block 8 rating, if appropriate.”

5. Also referencing the Contract Performance Report, please clarify the following:

a. Is the “client” expected to fill in only Blocks 1 through 11?

ANSWER: Yes.

b. Does the “contractor” in Blocks 12 and 13 refer to [firm deleted]? Is the intent of Block 12 to have the contractor/[firm deleted] review Blocks 1 – 11 as filled out by the client and then provide comments on the same?

ANSWER: Items 12 and 13 would refer to the offeror if negative comments are provided by the offeror’s clients. The offeror would not be aware of the comments provided by the client since the client will mail the evaluation directly to the Government. The Government will compare any negative response to the offeror’s other responses and note differences. If it is unclear as to whether the offeror has had an opportunity to respond to any negative responses received on past performance, the Contracting Officer may conduct exchanges with the offeror in accordance with FAR 15.306. These blocks should be left blank by the offeror and the offeror’s client.

c. Does the agency in Block 14 refer to the COE or other Army organization and does Contracting Officer in Block 16 refer to the agency’s CO?

ANSWER: Yes to both parts of the question.

6. Section C.4.9 of the Solicitation should be deleted.

ANSWER: Section C, paragraph C.4.9. is not deleted. See Amendment 0003.

7. It is requested that the Army schedule the section C.19 site visit.

ANSWER: See Amendments 0001 and 0002.

8. A three month extension of the proposal due date is requested.

ANSWER: Proposal due date is set for 1 Dec 2000 (see Amendment 0003).

9. The Schedule B Natural gas quantities are considerably in excess of current requirements and should be reduced.

ANSWER: See Amendment 0003.

10. Please provide a summary inventory of the components of the natural gas distribution system. The summary is needed because the system maps do not provide information on material type and approximate installation date or average age. An inventory summary has been provided in most privatization RFPs. Samples of the summaries are attached.

ANSWER: See Amendment 0003 for further information of availability of maps. The installation date of every pipe segment is not known. Prospective offerors can determine the type of piping from maps provided.

11. Clause 44 of the draft right[s]-of-way (ROW) requires that the grantee maintain all ROWs. This requirement needs to be clarified since much of the gas system ROW will be in developed areas of the Post and will include service lines to each building. A literal interpretation would require cutting grass, removing snow, etc. Does the clause pertain primarily to tree trimming of electric power poles or perhaps to larger-diameter gas mains that traverse an undeveloped portion of the post?

ANSWER: The draft clause in the draft easement addresses items most often of concern for electrical distribution system ownership. The intent of Clause 44 is to have the utility system owner maintain the rights of way for its utility. The Government will not mow the grass, bushhog, clear and grub bushes and trees, and repair erosion on the ROW's for the purposes of keeping the rights of way in good order. The Government may cut grass, bushhog, and repair erosion for purposes other than keeping the right of way maintained, such as for aesthetics or soil conservation. This is especially true in the main cantonment areas, where coincidentally most of the gas distribution system is located.

12. Referencing Section C.11.2, either party may request a rate change. The clause does not, however, address what happens if mutual agreement on a change cannot be reached. A contractor could be put at considerable risk if the Post inordinately delayed or simply did not approve an otherwise justifiable increase in rates. Would a failure to agree be covered by the disputes mechanism?

ANSWER: Yes.