

1. The following changes are hereby incorporated into the RFP SP0600-00-R-0059:
 - A. Under Section B, paragraph B.3, Systems to be Privatized, Schedule B-1, the Contract Line Item Number 0007, Jackson International Airport (ANG), Mississippi, Electric, is hereby **deleted in its entirety**.
 - B. Under Section J, List of Attachments, the following changes are made:
 - (1) J12, Florida Air National Guard Right of Way, header is hereby renumbered from J41 to J12 as under table J.1-1, and demarcation points are hereby added as follows:
 - a) Electric: page J12-30 (Part 2, Exhibit B) in the table labeled “Unique Points of Demarcation.” There is one point of demarcation. Electric service enters from an overhead line on the west side of the base. The point of demarcation is on the input side of the switch gear located approximately 100 yards west of the main gate.
 - b) Water: page J12-43 (Part 3, Exhibit B) in the table labeled “Unique Points of Demarcation.” There are two points of demarcation. Water service enters via an 8 inch line on the north east corner of the base. The point of demarcation is on the output side of the water meter located 200 feet inside the fence next to the power check pad. The water service exits via a 6 inch line at the south east corner of the base near building 1039. The point of demarcation is the input side of a water meter which supplies the National Oceanographic and Atmospheric Administration (NOAA) building located outside the perimeter fence.
 - c) Wastewater: page J12-50 (Part 4 Exhibit B) in the table labeled “Unique Points of Demarcation.” There is one point of demarcation. The wastewater exits via a 6 inch forced main at the south east corner of the base. The point of demarcation is the exit side of the lift station located at the southeast corner of the base.
 - (2) J40, Example Completion of Schedule B-2 is hereby added. (Formerly “Reserved,” see attached.)
2. Pre-Proposal Conference Questions and Answers are attached for information.

PRE-PROPOSAL CONFERENCE QUESTIONS & ANSWERS

1. Are there any reversionary clauses in the contract?

No, reference paragraph B.2.3, Program Goal. The Government will hold no reversionary interests in the utility sold, other than the Right of Way upon expiration or termination.

2. Birmingham. Who is the land holder? Will there be an unobstructed Right of Way allowing access to all areas?

The underlying land owner is the City of Birmingham (Airport Authority). The Armory Commission has an agreement with them and in turn leases the property to the United States. The right of way should allow access to all areas included in the Air National Guard lease and license for the purposes of maintaining etc. the utilities to be sold.

3. Monthly Credit to the Government. A prospective offeror felt that this area is discriminatory because regulated utilities do not have this sort of provision for the regular customers; it was asked “what if they can not develop this provision just for the Government customer?”

In order to comply with the intent of 10 USC 2688 the Government can only sell the utility system if it receives consideration for the conveyance in an amount equal to the fair market value. This fair market value can be received in the form of a monthly credit or in the form of a reduction in utility service costs. This should not prohibit a regulated Offeror from proposing on this solicitation as long as the Offeror can show that reflected in their fixed monthly charge to the Government that the value of the system is accounted for in the form of a reduction in utility service costs to the Government.

4. Unforeseen circumstances, in reference to B.6, Type of Contract, Fixed Price with Prospective Price Redetermination. Does this include tornado as well as earthquake?

Unforeseen circumstances are as referenced in B.6 and further defined in G.3 Service Charge Adjustment and Schedule L-1. Components of Price Redetermination are not intended to cover or include tornado or earthquake damage. Section H.3 addresses catastrophic loss and the Offerors are expected to propose how they plan to protect themselves from catastrophic loss in the event of tornado or earthquake damage.

5. A prospective Offeror states that they have not seen maps. Is the Government going to guarantee quantities (data) as stated under the utility specific attachments? In digging up pipes, what if they are not as stated?

Reference the beginning of the utility specific attachments; it is stated that the Government makes no representation that the inventory is accurate. The Contractor shall base the proposal on site inspections, information in the technical library, other pertinent information, and to a lesser degree the description and inventory listed under the utility specific J attachments. The above example would be an unforeseen circumstance and the Contracting Officer and the contractor must evaluate discovery and develop plan of action.

6. How do facilities get repaired currently?

Most are done through small purchases; it depends on the magnitude.

7. Why does the Government want a 50 year plan on C11, Upgrades, Renewals, and Replacements?

The 50-year renewal and replacement schedule identified in Schedule L-2 directly correlates to the 50-year term of the utility service contract. The offerors are expected to clearly establish a direct correlation between the schedule for renewals and replacements found in L-2 and the renewal and replacement component for the Fixed Monthly Charge presented in Schedule L-1.

8. Reimbursement of future upgrades. What if the Air National Guard has changes and wants the contractor to invest in upgrades?

If they are required changes then the contractor would get a service adjustment. Payment depends on if the Government has the up front money.

9. Will all systems be expected to be maintained up to the building?

There are points of demarcation identified in the Right of Way document.

10. A regulated utility commented: Concerning Past Performance, how do they choose from 1 million customers, which to submit as previous projects? The prospective offeror conveyed that the regulated utilities should be exempt, due to their vast amount of experience.

Reference solicitation paragraph L.7, Proposal Preparation Instructions – Past Performance; offerors shall provide past performance on projects of similar complexity , and the offeror’s approach to accomplishing work required in the RFP. Although regulated utilities have a vast amount of experience in the utility service industry, the past performance factor must be evaluated on all offerors’ proposals.

11. Renewals and Replacements. What is meant by “Government will not approve or disapprove”?

The Government needs to basically know what the contractor plans are for the future.

12. Socio-economic Plan. Will the Government accept what a company submits to the General Service Administration (GSA) as a plan?

The proposal would have to be submitted and evaluated at that time.

13. What happens in 50 years with the Right of Way (ROW)?

The ROW states that all of the terms and conditions of the transfer shall terminate with the termination of the ROW. Section 27.2 of the ROW states that the ROW does not guarantee that the installation will remain open or active at its current level. The Grantee acknowledges that it is solely responsible for all capital costs, anticipated profit, O&M, etc. and that such costs will not be recovered from Grantor. It is the Governments intent to utilize the "order of precedence" language and the Termination for Convenience clause in the case of termination to have the utility service contract take precedence over the ROW. This would afford the required protection to the Offeror.