# Attachment 4

1. In reviewing Schedule C-1, Service Standards Criteria, the term Commissioning Standards is used. Is it possible to obtain a definition for this term, and some indication of DESC expectations in regards to this?

Commissioning is a quality process for achieving, validating and documenting that the performance of the facility and its systems are designed, installed, tested and capable of being operated and maintained to perform in conformity with the design intent. The process extends through all phases of a new or renovation project, from conceptualization to occupancy and operation, with evaluation checks at each stage of the process to ensure validation of the performance.

2. Request for clarification on Scope of System Deficiencies listed in Sections J25.11 and J26.11.

**J25.11 Water**

a. What are the limits of the watermain replacement on Tenth Street, Avenue H, and Missile Road? In particular how far south on Missile Road is the 10" main to be replaced?

See Drawing VNVP 981007. Drawings provided upon email request sent to private@desc.dla.mil.

b. When were the water tanks, both types ground and elevated, (maintained) painted inside and outside?

The 1.5 million gallon tank and the elevated water tower were painted approximately 9 years ago. The elevated tower received exterior paint only. The other two 0.5 million gallon tanks have not been painted in many years. Records are not available.

**J26.11 Wastewater**

c. Repair sewer lines Wherry Housing Phase 2.
What is the scope of the project? Please list streets and housing unit numbers on which sewer are to be replaced. If a drawing is available please provide a copy. Why is pipe bursting and trenchless pipe replacement being proposed rather than open cut methods?

See AutoCad Drawings. Drawings provided upon email request sent to private@desc.dla.mil.
Project VNVP 994001-2, Wherry, Phase 2

i. Scope of the project: Replace sanitary sewer mains at various locations in Wherry Housing. Work includes pipe bursting, service reconnection, and lining existing manholes. Some approximate quantities of work include:
   - Replace 3,500 LF of 8" sanitary sewer main pipe.
   - Replace 1,850 LF of 6" sanitary sewer main pipe.

- Line 16 each existing manholes.

ii. A drawing of VNVP 994001-2, Replace Sewer Lines, Wherry, Phase 2 has been provided. The drawing clearly describes the location and type of work to be performed. (Matt Tyler has this CD, too.)

iii. Pipe bursting reduces site disruption.

d. What is the scope of the sewer replacement for Capehart Housing Phase 1 and Phase 2? Please list streets and housing unit numbers on which sewer are to be replaced. Are the building laterals in poor condition as well? Should they be replaced at the same time?

Scope of project: Repair/Replace sanitary sewer mains in the Capehart housing area. Specific locations/quantities/conditions have not yet been determined. Replacement should minimize impact to residents.

e. When were the sewage lift station pumps last replaced?

Approximately 5 years ago.

**3. Sheppard AFB**

a. What is the maximum load capacity of the substations at Sheppard AFB?

4000 Amps.

b. How many low side feeders are there at Sheppard AFB?

11 Feeders

c. Where is change of ownership with TXU?

The ownership starts at the disconnect switch at the A-Frames.

d. What is the minimum height of the substation fence from ground line outside of the substation to the top of the fence?

Seven feet is the minimum height of the substation fence.

e. What types of recording meters are there in the station?

GE Analog Meters.

f. Are there any spare low side breakers?

Yes, 2 each.

g. How often has low side metaclad switchgear been maintained?

Every two years.

h. Are there any critical loads that do not have local backup generation?

None. All critical loads have generation backup.

i. Have there been any oil spills in that substation?

None.

j. Can the low side breakers be taken out of service for maintenance?

Yes, all low side breakers can be removed at one point or another by tying feeders together in the field. We safely tie 2 or 3 feeders together to remove 1 to 2 breakers at a time to perform maintenance. However, during summer months it may be required to tie no more than two feeders together due to the high load factor at that time of the year. (Local military policy)

k. Is the AFB distribution system on a "loop" system that would allow de-energization of portions of the substation for maintenance or restoration of service?

Yes, main base is loop fed with multiple tie points to backfeed the 11 feeders we have. The exception is feeder #6 which the majority is loop fed except from North Bridwell Street out along Avenue J and Avenue G to the north side of the base which feeds the 80th Flying Training Wing. However, facilities identified as critical based on mission requirements have backup generation. Also, have loop feed capabilities on feeder #10 up to Building 1402 north along 9th Avenue. However, from that point on to Capehart Housing Area, the feeder does not have loop feed capabilities.

4. Fort Worth NAS. Questions remain regarding the storm drainage system:

a. The drawing shows a "Gunk Treatment Plant" and a separate collection system for "gunk". Are these included in the systems to be privatized? If so, we need to know what this system comprises and how it functions.

No. These systems are no longer active.

b. The drawing shows four "Industrial Waste Interceptors" and one "Industrial Waste Oil Interceptor". These appear to be 'end of pipe' stormwater treatment facilities. If these are included then again we need to know some details of each and how they function.

These systems are included. They are pretty old and consist primarily of collection pits and pumps. They do discharge (to open channels). If more detail is desired please arrange for a site visit.

c. The R.F.P.document Section J36.2.1.1 states "The system currently includes 27 oil and water separators that are either in operation or about to be brought on line. All of the oil and water separators are believed to discharge to the sanitary sewer. The operating capacity when written on the plans is provided. If not available, the volume from the bottom of the separator to the invert of the discharge pipe was calculated and reported." This is apparently an extract from a report which has not been made available. The Table 1 Fixed Inventory contains none of this information and does not list the Oil Water separators, the "Two surface water lift stations" nor the "two lift stations ...that are part of the Industrial Waste Treatment /Disposal Facility".

Assuming the direct question here is: “are the Oil Water separators, the lift stations, and the industrial waste treatment/disposal facility included in the system to be privatized?”. The answer is “yes”. None of these systems are very sophisticated. Again, the best way for any potential bidders to get an understanding of these systems is to arrange to come to the base and look at them.

d. There are many stormwater ditches and culverts around the Base, none of these are listed in the Fixed Inventory. Are they included in the system to be privatized?

No.

e. Please provide a copy of the PCB transformer inventory report done for NAS JRB Ft. Worth.

The report is now available in the tech library. It’s not available digitally and it’s not practical for us to send copies to all potential bidders. It’s contents may be summarized as follows: there are no known PCB transformers on station. There are over 200 that were manufactured after ’78 and are, therefore, presumed to be PCB free. These have not actually been tested. All are tested before disposal.

f. Are the athletic field lighting fixtures and system included in the privatization solicitation?

No.

g. Are there any environmentally sensitive areas on station? If so, please list and describe?

Yes there are a number of environmentally sensitive areas. Almost all of these relate to former landfills, underground storage tanks, fuel spills, etc. There are very few that involve natural or historical resources. The best way to get a complete understanding of these is to arrange to visit the station and review the maps and documents that describe these areas.

h. Is there an official “Base spill contingency plan”? If so, can we get a copy?

This document is kept in the station environmental office. It’s not available digitally and it’s not practical to send copies to all potential bidders. Arrangements can be made upon request for its review.

i. Does the base have an "applicable environmental impact analysis process"?

Any work with potential environmental impact must be reviewed and approved by the station environmental office. Their review can take from 1 – 3 weeks depending on the magnitude of the proposed work.

j. What holidays are observed by the Base? Is the contractor expected to adhere to specific NAS JRB Ft. Worth response times on holidays?

The federal holidays observed by the base are: New Year's Day, MLK Jr. Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. Also from time to time the President will declare Christmas Eve a Federal Holiday. These days will be considered "non-duty" days for the purposes of defining the emergency response time requirements.

k. Is the number of streetlights on base known?

More information will be forthcoming on this.

l. Is the total number of electrical connections known?

No.

5. Reference answer to question 7 in amendment 0003. The government indicated that contract adjustments for wage increases would be accomplished during price redetermination. The Service Contract Act requires that wages be revisited no less often than every two years. Adjusting the contract for wage increases only during price redetermination (every 36 months) would appear to violate the Act. Please clarify.

Public utility services are not covered by the Service Contract Act (SCA). To the extent the service provider falls within the definition of public utility service, the Price Redetermination clause would apply to adjustments for wage increases; the SCA would not. If the SCA applies, a notice to the Department of Labor is required at least every two years. If a new wage determination required a change in contract price, it would take effect on the contract anniversary date in accordance with Clause FAR 52.222-43. A price increase occasioned by such a new wage determination would not be separately compensable under the Price Redetermination clause.

6. Has the Government submitted an SF98 for this contract to the Department of Labor? When was it submitted?

DESC has submitted the SF98 and have received the Department of Labor's response. See amendment.

7. Reference answer to question 11 in amendment 0003. The current RFP includes the following clauses required by Part 41 of the FAR: 52.241-4, 52.241-7, 52.241-12. These

clauses are required by FAR 41.501, but there are other clauses also required by FAR 41.501 which are not in the RFP: 52.241-1, 52.241-2, 52.241-3, 52.241-5, 52.241-6. Will the solicitation be amended to include all of these required clauses? If not, why not?

Question 75 rather than Question 11 addressed Part 41. We stated that if there is substantially similar language in an RFP, there is no need to include the part 41 clause. See FAR 41.501 (c). Other clauses are only required if electricity is being purchased. DESC determined that the referenced clauses are covered elsewhere or do not apply to this procurement.

8. Reference answer to question 13 in the amendment 0003. This response indicates that near the end of the contract, agreements would be reached varying the final period. Does this not violate the 50-year limit on such contracts under 10 USC ' 2688? If not, please identify the authority for your position.

This applies to the last redetermination period of the contract. This has nothing to do with extension beyond the 50 year contract. For example if the there were four years left in the contract, the Contractor and the Government could decide to forgo the redetermination at the third year since a new contract would have to be negotiated to start at the end of the fiftieth year (which is only four years away).

9. Reference answer to questions 14, 41, 44, 45, 46, 48, 85, 129, 170 in amendment 0003. Prior to the issuance of amendment 0003, Section H.5 previous required Government approval prior to sale of the system by the successful contract. After Amendment 0003, Paragraph H.4 now requires only 120-day notification. This raises the following questions:

H.4 is reserved. Amendment 0003 changed H.5 to provide for notification of the Government if the Contractor decides to sell the system.

a. What becomes of the utility system after termination?

That question is not resolved by the contract.

b. Is the contractor required to remove the system? If so, when?

See ROW, Section 9.

c. May the contractor sell it to other private entities?

The Contractor is the owner of the system. See ROW, Section 21

d. Does the Government expect the contractor to sell it back to the Government?

The contract does not require such a disposition.

e. How will the Government obtain utility service thereafter if only one potential source owns the system? By sole source award?

This question is beyond the scope of the RFP

f. What does the Government consider its remedies to be if the notice provision in H.5 is breached?

The contract can not be sold and the ROW/Easement can not be transferred unilaterally by the owner of the system. This can only be done with the consent of the Government. If the Government is not provided adequate time to review the matter, the new owner will not have access to the system and/or the new owner will not have the right to perform the service contract.

g. If a right of way terminates, what is the status of the equipment and lines on it? Must they be removed? If so, when?

See ROW Section 9.

10. Reference answers to questions 16, 27, 35, 78, 79, 81, 83, 85, 92, 94, 96, 97, 108, 126, 139, 155, 160, 164, 165 in Amendment 0003. These questions generally asked what state or local codes were considered applicable by the agency to Lackland AFB and Randolph AFB. The responses appear to conflict with paragraphs C.3.2.1. and C.3.2.2. of the statement of work. The final paragraph the Department of Defense General Counsel's opinion letter (attachment 2) indicates that such codes may be applicable, and that this applicability must be determined on a case by case basis. Has this been done as to the electrical and gas utilities for Randolph AFB and Lackland AFB? The answer to this question in Amendment 0003 directed offerors to propose what standards they would work to. This does not provide a equal basis for preparation of offers and raises the following questions:

a. Are offerors then free to choose whatever state and local service regulations and standards with which they want to comply at their own discretion? If not, what are the minimum standards?

Proposed standards are a part of the Best Value Source Selection. Offerors proposing low standards may be scored lower on this item than offerors proposing high standards.

b. Is there any baseline of minimum standards with which offerors must comply? If so, what are they? This question refers not to CCN requirements, but to ratemaking, safety and reliability standards.

The Government is relying on offerors to define standards in their proposals. Minimum standards are defined in RFP paragraphs C.3.2 and C.12.

c. Is a level of service less than the bases are currently using acceptable? If not, what standards are Randolph AFB and Lackland AFB currently using and is that standard being met?

The standards that are currently being worked to, and whether they are or are not being met is not necessary or relevant for preparing a proposal. The selected Contractor will be the one that provides the best value to the Government. Best value includes the level of service and standards that are proposed. The selected Offeror will be the one that demonstrates its ability to deliver the best value to the government.

11. Reference answer to question 19 in amendment 0003. This answer stated that if the purchase of commodity is regulated, commodity would be purchased separately from the required source. This raises the following questions:

a. Does the Government consider the purchase of electric commodity for Lackland AFB and Randolph AFB to be regulated at this time?

Yes, at this time.

b. If so, does the Government consider CPS to be the required source for the electric commodity for Lackland AFB and Randolph AFB?

If they are the required provider of commodity.

12. Reference answer to question 25 in amendment 0003. This answer states that the accuracy of drawings indicating the location of utility lines varies from place to place. Does the agency consider the Texas One Call statute, House Bill 2295, to be applicable to this contract? That statute provides that the operator of a utility is always responsible for costs associated with location of utility lines, regardless of the defects in the owner's drawings or specifications.

We have provided our views on the applicability of Texas law to the RFP and the resultant contract. We are unfamiliar with the cited bill and decline to interpret it.

13. Reference answer to question 27 in amendment 0003. This answer suggests that some permits or licenses will be required prior to the contract start date. Please identify these permits or licenses as they relate to the electrical or gas systems at Randolph AFB and/or Lackland AFB. With respect to the environmental permits, the answers indicate that the contractor will be the party of record with respect to EPA permits. If the contractor is the party of record, the contractor will have primary responsibility for remediation of hazardous materials. This conflicts with other indications in the contract and amendment 0003 that the contractor would not be responsible or liable for pre-existing contamination. Please resolve this conflict.

It is up to the offeror to determine what environmental permits may be required. We do not agree that the requirement to secure environmental permits is in conflict with any other portion of the solicitations. If offerors discern such a conflict they are free to create an appropriate solution in their proposals.

14. Reference answer to question 36 in amendment 0003. This answer states that the contract start date would be as proposed by the offeror and accepted by the Government. Is there any

outside limit on the contract start date?

No limit has been defined.

15. Reference answer to question 99 in amendment 0003. This answer states that any dispute on the reading of a secondary meter will be between the Government and the contractor. This doesn't answer the question. If the contractor reads the meter and presents the reading to the Government, and the tenant disputes the accuracy of the reading, does the contractor have any responsibility or liability in the matter? How will the Government handle the tenant's dispute?

The contractor is responsible for accurately reading meters. The Government will handle a dispute about this aspect of performance as it would any other. The contractor's liabilities are established by the terms and conditions of the contract.

16. Reference answer to question 182 in amendment 0003. Will the Government's analysis of the cost realism of offers take into account the likelihood of regulatory approval or disapproval when analyzing any credits offered to the Government in the bid schedule for off base sale of excess capacity? Has the Government formally or informally requested from Texas regulatory authorities an opinion on whether such off base use is legally permissible at Randolph AFB or Lackland AFB? If so, which regulatory authorities have been contacted, and what opinion was received?

Question 182 does not apply to this question. Question 82 addresses this issue. We have had no discussions with Texas regulatory authorities on this matter. We will not speculate on how we would evaluate offers which have not been received. If sales of the electricity commodity to off base customers are regulated by the state, such sales would have to comply with the pertinent regulations.

17. Reference answer to question 135 in amendment 0003. This response only answered part of the question asked. Even as amended, attachment J11 still indicates in paragraph J11.1 that the system being sold by the government include[s] Kelly's flightline and its associated missions and facilities, such as the 433rd Military Airlift Wing, the 149th Air National Guard, and HQ Air Intelligence Agency. Attachment J12 contains the same language. These facilities are not the property of the Government. Further, even if these areas which will become part of the Lackland utility system are excluded from the contract, how will the contractor operate the Lackland AFB electrical utility system if it does not own all of the system? Has the government considered the cost and administrative complications that would arise from having two contractors provide utility service for a single system?

Section J11.1 is a general overview of the base. It provides no description of what is being sold. The statement about the Kelly flight line only indicates that it's mission was transferred to Lackland. In no case does J11.1 state that the utility systems associated with Kelly AFB are being sold. This also applies to J.12.

18. Reference answer to question 182 in amendment 0003. The demarcations in the ROWs

indicates that for some areas, the point of demarcation will be within an existing structure. This puts primary conductors and transformers is located within a building. From previous experience, office and other working spaces are frequently located adjacent to transformers with little or no protection for tenant or Government personnel. This practice is contrary to recognized procedures. What is the extent of the contractor's liability for consequential damages as a result of failures of the system within a building? For example, if a transformer were to fail within the interior of a building, is the contractor liable for personal injuries or property damage within the building, or will the Government indemnify the contractor in such instances?

We will not indemnify contractors against tort liability.

19. Reference answer to question 188 in amendment 0003. Which entity owns the portions of the electrical system between the master meter and the meters which are owned by the privatized housing contractor?

The point of demarcation will be the master meter to the housing area. The housing contractor owns the lines between the master meter and the end users. The contractor will be responsible only for reading the identified meters within the housing area.

20. Reference answer to question 227 in amendment 0003. How is the LTEP operated in relation to the rest of the facilities on base. Is the contractor required to provide backup system support to the LTEP and Wilford Hall?

The TEP generates power for Wilford Hall. There are two dedicated feeders from the switchgear building to the TEP that provide for backup to Wilford Hall in the event that generation at the TEP fails. A minimum power flow (approximately 200 kW) to the TEP is maintained on one circuit to prevent exporting power from the TEP to the base distribution system. The privatization Contractor will own the two feeders up to the termination point at the TEP. In the event of generation failure at the TEP, the operators of the TEP will control the load flow from the Lackland distribution system to provide backup power to Wilford Hall. The TEP operators will switch to the second feeder, if necessary.

21. With respect to technical innovations discussed in proposals, will the Government require detailed specifics as to such innovations, providing costs and technical data, rather than generalized promises of offering next generation utility service?

If the innovations are part of the proposed initial upgrades than an offeror needs to provide an in-depth description, a proposed cost, technical data, etc. If the innovations will not be part of the initial upgrades than the offeror can be more general in its description of its approach.

22. Will the technical evaluations and review of the offerors' statements of qualifications take into account the corporate form of the actual entity bidding on the solicitation. For example, if the bidding entity is a limited liability partnership formed for the purpose of that contract alone, will the Government's evaluation take into account the fact that such an entity poses greater risk to the government because the parent companies would thereby be shielded from liability to the Government in the event of nonperformance?

We will evaluate the Proposal Risk (See M.4.4) and the financial strength of the offeror (See M.4.2.5).

23. Section M of the solicitation is unclear with regard to the level of scrutiny which will be applied to offerors' cost proposals. Given the price redeterminable nature of this contract, the cost risk of the offerors' technical approaches will ultimately be borne by the Government. Will the Government closely scrutinize the relationship between the technical approach offered and the cost proposed, and will the Government analyze the cost realism of the costs proposed, or will the Government merely perform a very general price reasonableness analysis?

The Government will be performing a cost realism analysis. Realism will be based on an evaluation of costs to determine if the costs reflect a clear understanding of the requirements; are consistent with the various elements of the offeror's technical proposal; are not unbalanced; and are neither excessive nor insufficient for the effort to be accomplished.

24. Project Location: MPLS 941012 Replace Gas Regulators

a) What size and how many of each size regulators need to be replaced?

Quantities/size stated in J Section. Large regulators tie 48 psi (main/District) lines to 18 psi (service) lines. Small (service)regulators are those that regulate from 18 psi. Specific size varies depending on line size, (see map).

b) Are the regulators considered District or Service Regulators?

See a) above

c) What are the deficiencies for these regulators?

Age/Standard requires replacement every 15 years

25. Project Location MPLS 961002L - Replace Gas Line along Annex/Voyager.

a) What is the location of this main? Unable to distinguish this area on the map. Please provide the street names such as: The main runs along street X and between streets Y & Z?

At Annex, Main runs along Voyager between Eagle and Apollo Dr.

b) What is the length of this main?

Approximately 1000 LF

c) What is the size of this main?

6 inch

d) What is the deficiency of this main?

Too deep (15 foot) for effective maintenance/repair