

**SCOTT AIR FORCE BASE, ILLINOIS**  
**SP0600-03-R-0036**  
**CONTRACTOR QUESTIONS**

1. Will a Title Opinion be provided by the government for the easements? If not, what happens if in the future a waterline is found not to be within the easement provided. This mainly has to do with the waterline off the base.

**Answer:** No. A title opinion has to do with ownership of the property (i.e., land), not the use of it as in the case of an easement. The Air Force does not own the property off base, so there is no reason for the Government to render a Title Opinion.

2. What happens if the base were to close in the future?

**Answer:** The basic FAR clause TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) will apply (see Section I.2, FAR Clause 52.249-2).

3. What does it mean when it says the "contract will not include the purchase of commodities"? As owners of the water system it would seem that the water would become the property of the system owner. Is it just a pass through? Who will the government pay for the water it is using?

**Answer:** The government has a separate contract for purchase of the commodity and will generally continue to purchase the commodity via that contract. The UP contract is a service contract to provide the utility service to the government. It is now permissible to bid the commodity and service contract together, but only as an alternate proposal

4. The Right of Way appears to be along the waterlines only. Will we be given a separate access easement to drive the roads inside the base to get to each facility and to the waterlines?

**Answer:** No, this isn't necessary. The contractor has access to the Base roads as a result of being granted access to the base.

5. Under several "extra work efforts" such as "Crisis Situations" and "training requirements" the solicitation says we may get paid for the extra work. Do we need to assume we won't get paid and therefore increase our standard monthly fee?

**Answer:** Offerors should not assume they will always receive additional payment in these situations. The determination of payment will be based upon

whether the extra work effort is outside the scope of the original contract. We're not aware of any such "training requirements" in the RFP that suggest extra work.

6. How many leaks have there been in the last 36 months?

**Answer:** 2000 - 23 breaks  
2001 - 33 breaks  
2002 - 15 breaks  
2003 - 15 breaks so far

7. Please clarify Section I.7.2. Do we need to pay these rates?

**Answer:** Section I.7.2 would apply to non-regulated proposals only. But as the Section states, it is for information only. The rates in Attachment J53 are not required to be paid. However, Attachment J46 contains a wage determination under the Service Contract Act, which again applies only to non-regulated proposals. The rates in J46 are likely required minimum rates for certain labor skills. See Section I.5, Clause 52.222-41 for additional information.

8. Will the new owner of the water system have to pay a water and sewer bill for office/control room building that come with the system? Will we have to pay for the water used in the day to day operation of the system such as flushing?

**Answer:** The new owner will have to pay for utilities for his base control center, unless the RFP specifies otherwise. If you purchase water through a separate contract, the base will continue to pay for water used for flushing. If your water is supplied from base wells, then the base must research the water rights for your particular state to see who will own the water after privatization. If the water rights transfer to the new owner of the system, then the new owner could charge the base for water used for flushing.

9. Should we submit our proposal in present (2003) dollars or should it be inflated to reflect the rise in costs due to inflation over the 50-year period?

**Answer:** The "base year" is defined as the first year of the contract. Prices for Initial Capital Upgrades, Purchase Price, and Recovery of Purchase Price should be submitted in base year dollars (these are fixed prices and not subject to redetermination). Prices for Operations & Maintenance and Renewals & Replacements should be submitted in base year dollars inflated just enough to cover the inflation that will occur during the base year to base year plus 1 time period (these prices are subject to redetermination after the first two years of the contract).

10. Will there be access to Easements off base?

**Answer:** The Right-of-Way descriptions included in Section J of the request for Proposal will specify access to any and all easements to utility lines being privatized

11. Will there be a more detailed description of the right-of-way, more detailed than the one that is already listed in the ROW's.

**Answer:** We do not intend to provide more detailed information than that which is included in the current Right-of-Way document. If you have specific questions, please ask.

12. Is it a proposed or approved tariff that is needed by 17 September 2003?

**Answer:** The Government is comparing your proposed pricing to the "adjusted status quo" cost for the Government to maintain and operate the system in-house. We expect the tariff you submit in your price proposal to be the tariff we are charged at contract start.

13. In regards to the Technical Library, can we take a copy of the distribution system? Is there an existing hydraulic model?

**Answer** To obtain copies of items contained in the Technical Library, please contact William (Bill) Smith directly at (618) 256-3298

14. Are you under FPCON daily? If the base is under FPCON BRAVO, do we need to be on the base twice daily? If we need to be at the base two or three times a day, can we charge for the extra time on a separate bill?

**Answer:** Refer to Section J3.3 of the RFP, as amended by Amendment 0002.