

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. <b>PR-CI-08-10214/0001</b>		3. EFFECTIVE DATE <b>11/06/08</b>	4. REQUISITION/PURCHASE REQ. NO. <b>PR-CI-08-10214</b>
6. ISSUED BY <b>Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268</b>		7. ADMINISTERED BY (If other than item 6) <b>Not Applicable.</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>To All Offerors/Bidders.</b>		(✓)	9A. AMENDMENT OF SOLICITATION NO. <b>PR-CI-08-10214</b>
		✓	9B. DATED (SEE ITEM 11) <b>10/30/08</b>
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
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 1 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 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	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.)

**The purpose of this amendment is to answer questions received in reference to RFP PR-CI-08-10214. See attached questions and answers and revised clauses H.5, Limitation of Future Contracting and L.27, General Security Plan for Confidential Business Information. Clause L.24, Disclosure Requirements for Organizational Conflicts of Interest has been deleted from this RFP.**

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)	
		<b>RENITA A. TYUS</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

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PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)  
Prescribed by GSA  
FAR (48 CFR) 52.243

## AMENDMENTS TO THE SOLICITATION

**A. The following are EPA's response to those questions received in response to RFP PR-CI-08-10214:**

1. **Question:** In reviewing the RFP for the current APPCD contract, solicitation PR-CI-03-10355, it was discovered that the clause H.5 paragraph (c) read as follows:

*"The contractor, during the life of this contract, may not enter into a contract to perform work that may conflict with work that has been identified in a work assignment under this contract, unless otherwise authorized by the Contracting Officer."*

The current solicitation, PR-CI-08-10214, clause H.5 paragraph (c) reflects the following:

*"The contractor, during the life of this contract, will be ineligible to enter into any contracts or agreements of any type with firms or organizations that provide technical recommendation for pilot scale research plants, firms that operate coal-fired utility boilers, firms that have a commercial interest in hazardous waste incineration, firms that have a commercial interest in emerging decontamination technology and firms that own or operate chemical, biological, radiological or nuclear decontamination companies unless authorized in advance by the Contracting Officer."*

The current clause, as it currently worded, may prohibit a contractor and its subcontractors from entering into any contracts regardless of work scope with firms identified in this provision. This future contracting limitation encompasses not just contracts with firms for the performance of work that could possibly pose a conflict with the scope of work assignments issued under the APPCD Program. It also imposes restrictions that may prevent the successful contractor and its subcontractors from entering into contracts with these firms for performance of non-conflicting work that is completely unrelated to the scope of tasking the contractor may be directed to perform under the awarded EPA contract.

This very broad restriction sets forth future contracting limitations that will likely prevent the EPA from receiving offers from the most highly qualified companies capable of offering the full range of services described in the Statement of Work for the APPCD Program. This will have the effect of reducing competition for this contract opportunity and may deprive the EPA from awarding this contract to a contractor that has the greatest depth and breadth of technical resources, experience, and knowledge to perform under the broad statement of work included in this solicitation on a cost effective basis. In light of these concerns, will the EPA consider replacement of the current H.5(c) language with that of the prior solicitation? In addition, if the H.5(c) language is changed to reflect that of the prior solicitation, could the requirements found in L.24 be deleted as they would no longer be relevant?

The language for the Limitation of Future Contracting Clause, H.5, in the current APPCD solicitation is considerably more restrictive than that of the previous solicitation. Can the EPA elaborate upon its reasoning and rationale for these changes?

The Limitation of Future Contracting Clause (Clause H.5) may cause major difficulties in finalizing teaming arrangements between a prime contractor and its prospective subcontractors due to the overly restrictive nature of these future limitations. Additional time is needed to complete these arrangements. In addition, the Disclosure Requirements for Organizational Conflict of Interest requirements found in Section L.24 require considerable time and effort to prepare the required OCI disclosure statements by the prime contractor and its subcontractors covering all contract activities for the past 3 years that have taken place with the firms identified by the EPA. These issues of concern and the upcoming Thanksgiving holiday will make it extremely difficult to respond to this solicitation by the current due date. Therefore, we respectfully request that the EPA extend the due date to December 23<sup>rd</sup>.

**Answer:** H.5, Limitation of Future Contracting (EPAAR 1552.209-74), paragraph (c) has been revised. See Section B below. L.24, Disclosure Requirements for Organizational Conflicts of Interest (LC-09-03) is hereby deleted from this solicitation. The due date for proposals remains December 2, 2008 at 2:00 PM local time.

2. **Question:** The NAICS code applicable to this procurement was referenced in Attachment 7, Section VI: Participation of Small Disadvantaged Businesses (SDB), however the only specific mention of the category was in the FEDBIZOPS Synopsis posted on 8/05/08. Please clarify whether the applicable NAICS code referenced there (541712) is the applicable code for this procurement?

**Answer:** The NAICS code 541712 is identified in clause K.1, Annual Representations and Certifications (FAR 52.204-8).

3. **Question:** Will all contractor staff to be located on-site at the EPA facilities in RTP, North Carolina except for when they are deployed in off-site field projects as discussed in section 7 of the statement of work?

**Answer:** The contractor staff to be located on-site shall be limited to those personnel required to provide on-site services in direct performance of the PWS. Other contractor personnel are not required to be located on the EPA facility.

4. **Question:** Are contractor staff required to have access to other than EPA owned computers in order to accomplish the statement of work. If yes how many and what are the specifications for the computers?

**Answer:** EPA will provide computers for use by the on-site contractor in the course of performing its requirements. Access or use to other than EPA computers to perform the performance work statement is to be determined by the contractor.

5. **Question:** After review of the CBI requirements in this RFP, I was unable to locate the specific instructions as to where to address CBI in our proposal. Can you please clarify this for me the location of our response?

**Answer:** Instructions as to where to address CBI in the proposal can be found in L.27, General Security Plan for Confidential Business

Information (CBI). L.27 has been clarified in this amendment to instruct offerors to submit this plan with their technical proposal.

**B. Solicitation Clauses revised per RFP PR-CI-08-10214**

1. The Section H clause entitled "LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (APR 2004) ALTERNATE V (APR 2004)" has been modified. The text is as follows:

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract, may not enter into a contract to perform work that may conflict with work that has been identified in a work assignment under this contract, unless otherwise authorized by the contracting officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative

level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

2. The Section L clause entitled "DISCLOSURE REQUIREMENTS FOR ORGANIZATIONAL CONFLICTS OF INTEREST (LOCAL LC-09-03) (DEC 2001) DEVIATION" has been deleted.

3. The Section L clause entitled "GENERAL SECURITY PLAN FOR CONFIDENTIAL BUSINESS INFORMATION (CBI)" has been modified. The text is as follows:

As a part of the initial offer, offerors shall submit **as part of the technical proposal** a General Security Plan for CBI which outlines the procedures for securing and handling CBI which may be received in the course of performing the Performance Work Statement.

The General Security Plan for CBI shall be evaluated in accordance with Section M provision entitled, "Evaluation Factor for Award."