

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-R2-08-10085/0001	3. EFFECTIVE DATE 05/04/09	4. REQUISITION/PURCHASE REQ. NO. PR-R2-08-10085	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. EPA Region 2 Contracts Management Section 290 Broadway, 27th Floor New York, NY 10007	CODE	7. ADMINISTERED BY (If other than item 6) Not Applicable.	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) To All Offerors/Bidders.		(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-R2-08-10085
		✓	9B. DATED (SEE ITEM 11) 04/15/09
			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 Amendment #1 is to revise the Program Manager Qualifications in Attachment 2 and the finalization of the Award Term decision in Clause H.8; add the NAICS code and small business size standard in Clause K.2; add the requirement for a CD-ROM containing the offeror's proposed pricing schedule in Microsoft Excel format in Clause L.13; correct typographical errors in Clauses B.5, G.8 and H.25 and incorporate Questions and Answers related to the solicitation.

In addition, EPAAR Clause 1532.235-75, Access to Toxic Substances Control Act Confidential Business Information is moved from Section H to Section L.

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)	
		KAREN GIACOBBE	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

AMENDMENTS TO THE SOLICITATION

1. The Section B clause entitled "MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)" has been modified to correct the typographical error in the minimum amount. The text is as follows:

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of **\$250,000**. The amount of all orders shall not exceed **\$ To Be Determined**.

The maximum amount will be revised to reflect the new maximum amount of the contract, if and when, Award Terms and earned.

2. The Section G clause entitled "SUBCONTRACT CONSENT" has been modified to correct the typographical error in the second paragraph after the table. The text is as follows:

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and On-Scene Coordinator to obtain consent to subcontract in accordance with the following:

<u>DESCRIPTION</u>	<u>ACTION</u>	<u>OFFICIAL</u>
Subcontracts under \$250,000 (Except as stated below)	Review & Consent	On-Scene Coordinator
Sole Source Subcontracts Over \$25,000	Review	OSC
Except Transportation & Disposal	Review & Consent	CO
Sole Source Transportation & Disposal over \$250,000	Review Review & Consent	OSC CO
Innovative and Emerging Alternative Technology (all Dollar Amounts)	Review Review & Consent	OSC CO
All Other Actions over \$250,000	Review Review & Consent	OSC CO

Innovative Alternative Technology is defined as any fully developed technology for which cost or performance information is incomplete, thus hindering routine use at CERCLA sites. An innovative alternative technology may require field testing before it is considered proven and available for routine and/or site specific use. Emerging Alternative Technology is defined as alternative technology in an earlier stage of development than innovative alternative technology, where performance research has not yet successfully passed laboratory or pilot testing.

OSCs have authority to consent to subcontractor selection regardless of the dollar amount in instances where Contracting Officer consent cannot be obtained due to time constraints. Such action requires that a request for the ratification of the Contracting Officer be submitted **to** the Contracting

Officer within five working days in instances where the action exceeds the authority of the OSC as specified above.

(b) The contractor is required to obtain consent to subcontract for all cost reimbursement, time and material, and labor hour type subcontracts, and for all fixed price subcontracts that either exceed \$25,000 or five percent of the total estimated cost of the prime contract, whichever is less. Subcontract consent is for subcontracted tasks involving "hot zones", all levels, indemnification, conflict of interest or safety training. (For additional review and/or approval for pollution liability indemnification, refer to Sections I and H of this RFP). For the purposes of this clause, a "hot zone" is defined as a site area requiring personal protective equipment at any level. The authority to consent to subcontracts is delineated in paragraph A herein.

(c) In instances where the subcontract exceeds \$25,000 or is of a number of subcontracts with a single subcontractor for the same or related supplies or services that in the aggregate are expected to exceed \$25,000, the Contractor shall provide in Block 23 of the EPA Form 1900-55 (or as an attachment thereto) prepared for the day on which the consent for the subcontract is given, information on how the subcontractor was selected and the competition obtained. For noncompetitive subcontracts, the Contractor shall provide a sole source justification which states why there is only one source and what efforts were made to obtain competition. A copy of the information upon which the subcontractor selection was made and/or the sole source justification must be attached to the Contracting Officer's copy of the EPA Form 1900-55.

(d) The following are designated as "Team Subcontractors" with rates established in the contract: TBD

Additional team subcontractors may be approved in writing only by the Contracting Officer.

(e) Additional subcontract consent provisions:

- (1) Subcontract consent given under this clause is conditional upon the prime contractor providing the information required by Part 44 of the FAR to support the proposed subcontract;
- (2) A copy of the signed subcontract shall be sent to the reviewing and consenting official(s);
- (3) EPA consent to the subcontract does not relieve the prime contractor of any obligations or responsibilities under the prime contract;
- (4) EPA consent to the subcontract does not create any obligation for EPA relative to the subcontractor;
- (5) EPA consent to the subcontract does not create any "privity of contract" between EPA and the subcontractor;
- (6) EPA consent to the subcontract does not constitute a determination as to the acceptability of the subcontract price or

the allowability of subcontract costs;

(7) EPA consent to the subcontract does not constitute approval of the terms and conditions of the subcontract; and

(8) The Contracting Officer will act only in disputes arising under the prime contract even if a subcontractor is affected by the dispute between EPA and the prime contractor.

3. The Section H clause entitled "AWARD TERM INCENTIVE PLAN" has been modified to revise the finalization of the award term decision. The text is as follows:

(a) The Award Term Incentive Plan provides for the evaluation of performance, and, together with Agency need and availability of funding, serves as the basis for the award term decisions. The Award Term Incentive Plan may be unilaterally revised by the Government. Any changes to the Award Term Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The Government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions.

(b) Evaluation Periods and Award Term Incentive Periods

Evaluation Periods

Evaluation Schedule

First Evaluation Period
Months 1-18 of the contract:

Award Term decision to be finalized not later than the end of Month **19**. Notification of intent to extend the period of performance to be issued by end of Month 20.

Award Term Incentive Period that can be earned: Months 25 - 48.

Second Evaluation Period
Months 19-42 of the contract:

Award Term decision to be finalized not later than the end of Month **43**. Notification of intent to extend the period of performance to be issued by end of Month 44.

Award Term Incentive Period that can be earned: Months 49 - 60.

(c) In order to be eligible for an award term incentive period the contractor must achieve 10 of the 11 acceptable quality levels (AQL) for the evaluated tasks for that evaluation period. Failure to achieve 10 of 11 AQL renders the contractor ineligible for the associated award term incentive period.

The Quality Assurance Surveillance Plan, Section III of the Performance Work Statement, provides the Performance Standards, Method of Surveillance, Acceptable Quality Levels and Incentives to be used for evaluation purposes. As a task order is completed, or at the end of the evaluation period

stipulated above, the On-Scene Coordinator (OSC) will prepare a Task Order Evaluation Form, Section IV of the Performance Work Statement (PWS), for each task order and provide this form to the Contracting Officer.

The award term evaluation will be arrived at by averaging the results of each Task Order Evaluation Form submitted for the evaluation period. The contractor will jeopardize their ability to earn an award term by failing to meet 10 of the 11 AQL for the performance standards listed in the Quality Assurance Surveillance Plan. Excellence in performance as it relates to overall quality of the service, including, timeliness of performance, safety, compliance with applicable regulations and the cost effectiveness of the services performed is expected in order to earn an award term extension of performance.

The determination to grant an award term extension is at the sole discretion of EPA and is not subject to the Disputes Act.

4. The Section H clause entitled "CONFIDENTIALITY OF INFORMATION" has been modified to correct a typographical error. The text is as follows:

Any data that is generated or obtained during contract performance shall be considered confidential and shall not be disclosed to anyone other than Environmental Protection Agency employees or to the Department of Justice, without the prior written approval of the On-Scene Coordinator or Contracting Officer. **Nor** shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

5. The Section K clause entitled "SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2004)" has been modified to add the NAICS code and small business size standard. The text is as follows:

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(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, [] is not a service-disabled veteran-owned small business concern.

(6) *[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--

(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, 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.

(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 service-disabled 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) That 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.

6. The Section L clause entitled "INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72) (AUG 1999)" has been modified to reflect a requirement for a CD-ROM containing the offeror's proposed pricing schedule. The text is as follows:

Pursuant to FAR clause 52.215-1(f)(4), "The Government intends to evaluate proposals and award a contract without discussions with offerors(except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost

or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions:

Offerors shall include a table of contents of the proposal. Technical proposals must be submitted in an original and five (5) copies. Offerors shall submit their proposals in a format which follows the topics identified in the Technical Evaluation Criteria (see Section M clause "Evaluation Factors for Award"). Offerors are strongly encouraged to prepare their proposals as succinctly as possible. Offerors should include in their proposals the information necessary to evaluate the proposals based on the evaluation factors set forth in Section M. Although there will not be a page limitation on the technical proposal, offerors are advised that the quality of the information provided is more important than the quantity. Elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are neither necessary nor desired. Clarity, brevity, and logical organization shall be emphasized during proposal preparation.

The proposal should be prepared on standard 8.5" x 11" paper, single spaced, with foldouts as required. If foldout pages are used, they must not exceed 11" x 17". "Two-sided" printing is required. Pages must be numbered consecutively. Type size shall not be less than 12 CPI or 12 point and shall not be printed reduced in size.

A. Management

1. Management Approach

Offerors shall address their proposed project organization and procedures for retaining, maintaining, managing and supporting the personnel and equipment listed in Section B. The offeror shall show how sufficient personnel and equipment will be made available (including the mobilization point(s) of response crews and equipment) at any location in New York and New Jersey within the response time limits specified in the Performance Work Statement (PWS). Offerors should cite recent, relevant corporate experience to demonstrate their ability to provide the response cleanup services, within the response time limits.

Offerors shall describe in detail their management structure for managing all work and coordinating all activities with the EPA.

Offerors shall identify all subcontractors proposed as part of their technical approach to accomplish the PWS and delineate their roles and responsibilities. Offeror shall describe how these subcontractors will be incorporated into the overall project organization.

Offerors shall describe how they will perform subcontractor management

including, how subcontractors will be located, competed, selected and managed throughout the life of the subcontract. Offerors shall provide information on existing or planned working arrangements (e.g., letters of credit, basic ordering agreements, etc.) with providers of cleanup equipment, materials, and services including security, drilling, fencing, testing, and transportation and disposal.

Offerors shall submit a Quality Management Plan (QMP) that meets the requirements of Uniform Federal Policy for Implementing Quality Systems (505-F-03-001) March 2005. (See http://www.epa.gov/fedfac/pdf/ufp_v2_final.pdf) Offerors shall describe in detail their commitment to implement quality assurance procedures that will ensure that all environmental monitoring data obtained under this contract will be of known quality.

2. Cost Control

Offerors shall describe how their financial information system is capable of tracking, reporting and invoicing all expenditures of labor, equipment and materials by site.

Offerors shall describe the cost control procedures they propose to use during removal activities, including the purchasing of materials, rental of equipment, method for estimating costs during work plan development, and preparation of EPA Form 1900-55, Contractor Daily Cost Reports, as described in Section F. The offeror shall also describe procedures for identifying, reviewing and reconciling all cost variances between its cost accounting and invoicing system and the EPA Form 1900-55 process.

Offerors shall cite recent, direct corporate experience in managing the financial aspects of efforts similar to the one described by this PWS, including examples of cost control techniques utilized in these efforts.

B. PAST PERFORMANCE INFORMATION

The offeror shall submit past performance information in accordance with the Section L provision entitled "PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75(OCT 2000))."

C. PERSONNEL RESOURCES

1. Program Manager (Key Personnel)

Offerors shall present a description of the person(s) proposed to fill the position of Program Manager and alternates. The description shall contain his or her education, background, recent technical and management experience, accomplishments and references that meet the requirements of the Program Manager position as set forth in Attachment 2 - Personnel Qualifications. Offerors shall clearly demonstrate that the proposed Program Manager and alternate would be available to work on this contract if the offeror is selected for award.

2. Response Managers (Key Personnel)

Offerors must demonstrate that they will have sufficient qualified Response Managers to provide cleanup services for a minimum of seven concurrent removal actions.

Offerors shall provide a resume for each person describing how they meet the requirements of the position as set forth in Attachment 2 - Personnel Qualifications. Resumes shall describe on-site experience including time frame, name of employer, accomplishments and references. Resumes shall also describe the individual's pertinent on-site technical experience in managing and supervising cleanup personnel, equipment and material during responses to oil and hazardous substance releases.

Offerors shall clearly demonstrate that the proposed Response Managers would be available to work on this contract if the offeror is selected for award. Offerors must provide the following information in a "labor availability matrix" - Response Manager's name, employee's current employer (if not currently employed by the offeror), specific months of the year when this person is available, specific percentage of time that the employee is available to work on the proposed contract, hours in an employee year, current location of each individual as well as any proposed duty-station, years of experience in hazardous substance response and the percentage of hazardous substance response experience accumulated working on site.

3. Availability of Response Personnel

Offerors shall furnish their staffing and recruiting plan for providing sufficient qualified personnel for this contract, including their past recruiting experience. Offerors shall describe how they will maintain the technical expertise of personnel assigned to the contract. Discuss how your staffing plan accommodates normal fluctuating workloads in order to maintain an experienced work force during periods of work build-up and decline.

D. SAMPLE WORK PLANS

The Offeror shall prepare sample work plans for the two removal scenarios that follow. (NOTE: No discussion with the offerors will be conducted regarding this criteria, nor will any revisions to the scenario work plan be evaluated.) Each sample work plan shall describe:

- (1) Your approach to both short and long term responses, including a description of the technical methods, management approach and analytical needs;
- (2) The labor, equipment and materials and amounts of each required to implement your approach;
- (3) Your site safety plan, including decontamination procedures and emergency procedures;
- (4) Your stabilization, treatment and/or disposal approach and implementation procedures;
- (5) Your subcontracting needs and procedures to solicit and award subcontracts;

- (6) Your cost control procedures;
- (7) Your immediate and ongoing methods of communicating with the On-Scene Coordinator about the approach and progress;
- (8) Sample QA project plans for each Scenario. The sample QA project plans shall include a discussion of Quality Assurance program organization and responsibility, sampling procedures (references), sampling preservation procedures, sample custody, calibration procedures, analytical procedures, internal quality control checks, frequency documentation, and other factors that may affect the known quality of environmental data.
- (9) Any assumptions or inferences you have made;
- (10) Your pertinent experience, briefly.

REMOVAL SCENARIOS:

1. Emergency Response Scenario:

Incident Location:

90 Doremus Avenue,
Newark, NJ 07105

Incident Description:

At approximately 02:00hrs, April 25, 2008 an explosion occurred at a specialty polymer manufacturing facility. The polymers manufactured at this facility are primarily used in the tire manufacturing industry.

The reaction process is housed in a 6 story masonry building measuring approximately 90 feet by 60 feet. The specific reaction tank that is presumed to have been the source of the explosion was located on the fifth floor. The reactants in the tank were butyl acrylate catalyzed with Vazo-64. The initial report indicates that there was a build up of pressure in the feed line or the reaction tank itself, presumably from mixing of raw and residual material from a previous batch process. This is believed to have resulted in an uncontrolled polymerization of the two materials.

The exothermic reaction resulted in an intense pressure buildup blowing manway covers and valve assembly from the reaction vessel. The pressure release and shockwave blew out all the windows of the building and spread an extremely viscous material covering the floors, walls and equipment. In addition some of the material was sprayed onto an adjoining parking lot and vehicles.

The explosion also resulted in an intense fire to which Newark Fire Department, Hudson County Hazmat and Bayonne Health Department responded to the incident.

On the fifth floor, separated by a reinforced concrete wall, approximately 1,000 lbs. of peroxides are stored; preliminary observation by departments indicates that the reinforced wall and peroxides remains intact.

2. Time Critical Scenario:**Incident Location:**

Gloversville, New York

Incident Description:

During the night of August 3, 2008, high winds caused an abandoned four story leather tannery in the town of Gloversville, NY to collapse, partially blocking a major street through a residential area of the town. The street was closed for the night and on August 4, 2008; emergency workers used chain saws and heavy equipment to clear the debris from the four story wooden structure out of the street. The debris was secured onsite and temporary steel fencing was erected to secure the site. In the days following the collapse two emergency workers were hospitalized with what was determined to be cutaneous anthrax, presumably from the raw animal hides which were still inside the building.

Local officials notified EPA of the situation regarding the building collapse and the two emergency workers. On August 6, 2008, EPA On-Scene Coordinators were mobilized to the site with assessment contractors who collected grab samples of wood debris and soil. The building footprint is approximately 150 x 90 ft and the building is situated in the SE corner of the 400 x 400 ft approximately square lot. The site is bordered to the east by a busy through street then residential properties. The site is bordered to the south by a secondary street then residential properties. The site is bordered to the north by woods and to the west by residential properties. Analysis of the 6 wood debris samples revealed chromium concentrations ranging from 1,200 mg/kg to 10,000 mg/kg. All six of the wood samples exceeded the EPA limit for Toxicity Characteristic Leaching Procedure (TCLP) of 5.0 mg/L.

While onsite, a local man who formerly worked at the facility and lives down the street, reported that the facility likely still contained many of the chemicals that were used in the tanning process. After the facility closed eight years ago, he took care of the building for the next couple of years. He is sure that there are at least 40 drums inside and thinks most are likely methanol, dyes and something called "tanolin powder" that they used a lot of. The last time he was inside, most of the drums were in the basement and first floor, but the chemicals were used throughout the facility. The man identified one of the tanolin drums crushed in the debris pile. The local man also indicated that at least some of the floor drains drained into a small stream, located in the woods approximately 300 ft behind the facility.

Local officials have indicated they are concerned about kids walking past the site, since school will be starting on September 2, 2008. The school is located only three blocks away, and many kids walk to school past this site.

(b) Cost or pricing proposal instructions:**General Pricing Proposal Instructions:**

Price proposals shall be submitted in an original and two (2) copies.

The proposal should be prepared on standard 8.5" x 11" paper, single spaced, with foldouts as required. If foldout pages are used, they must not

exceed 11" x 17". Offerors shall utilize "two-sided" printing to the greatest extent possible. Pages must be numbered consecutively. **In addition, offerors shall submit a CD-ROM containing a Microsoft Excel file of their price proposal in a schedule duplicating the format in clause B.1.**

In the event that there is a difference between the proposed unit price (fixed hourly labor rates and/or fixed daily equipment rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly.

The following method shall be used by all offerors in order for the EPA to determine the total price of their proposal. Complete each line item for each period of performance listed in B.1. For each period of performance, total the amounts in contract line items 0001 through 0037, the total price for labor and equipment. Multiply this total by 1.5. The resulting amount will represent the Other Direct Costs for the contract period, line item 0038. Apply your Material Handling Charge, if applicable, and add line items 0038 and 0039 to the total of labor and equipment. Repeat this process for each period of performance. Total all periods of performance and fill in this number in the appropriate line at the end of AWARD TERM II. This total will comprise the offeror's price for evaluation purposes.

1. Submit cost or pricing information in your own format.

(i) The contract schedule includes a "Fixed Rates for Services" clause, therefore, please provide in your price proposal a schedule duplicating the format in the clause and include your proposed fixed rates per labor and equipment categories for all the contract periods.

(ii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

2. Direct Labor - fixed labor rates.

Offerors shall list fixed hourly rates for all categories of labor and for all periods listed in clause B.1. These rates are inclusive of all expenses, including program management, report preparation, clerical support, salaries, background checks, drug testing, profit and all indirect costs such as, overhead and general and administrative expenses for personnel and contractor-owned equipment.

In addition, time in travel is not an allowable direct charge to this contract, therefore, if your company's policy is to pay your employees their salary while they are traveling to and from the site, your fixed hourly rates should include a factor for time spent in travel.

Offerors must list a separate rate for straight time and overtime.

If you intend to charge the same rate for any of the listed categories (i.e. straight time, overtime, etc.) that rate must be listed for each category. Offerors must propose a rate for each and every category of labor in order to be considered for award.

The following five categories of labor listed in clause B.1 correspond to the following DOL Wage Determination Occupation Codes and Titles:

<u>Labor Category</u>	<u>DOL Wage Determinations</u>
Heavy Equipment Operator	Heavy Equipment Operator #23440
Cleanup Technician	Laborer #23470
Chemical Technician	Environmental Technician #29090
Truck Driver	Truck Driver, Heavy Truck #31363
Field Clerk/Typist	General Clerk IV #01118

The fixed rates for categories of labor covered by the Service Contract Act shall not be escalated for the Award Terms I and II. Fixed rates for all other categories of labor may be escalated. Indicate which rates have been escalated for Award Term Periods I and II. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

3. Fixed Equipment Rates:

Offerors shall list fixed daily rates for all categories of contractor-owned equipment for all periods listed in clause B.1. The offeror shall propose a daily equipment rate that will consist of all costs and profit related to the piece of equipment, including transportation of the equipment to and from the site. Offerors must propose a rate for each and every category of equipment in order to be considered for award.

4. Other Direct Costs:

Other Direct Costs (ODCs) include all other contract related charges beyond the fixed labor and equipment listed in Section B. Such efforts typically include, but are not limited to; subcontracting, materials, and travel and subsistence.

Historically, ODCs have averaged 1.5 times the total cost of fixed rate labor and equipment. This ratio has been determined to be the most realistic estimate of fixed rate labor and equipment to ODC cost. Offerors shall total the cost of fixed rate labor and equipment and multiply this total by 1.5 to arrive at the total ODCs per period.

5. Material Handling Cost:

This is a Time and Materials (T&M) type contract. For the purposes of this contract, the ODCs are considered "materials."

Any material handling cost will apply to the ODC only. If offerors normally apply a material handling cost (indirect cost) as described in FAR 16.601(b)(2), this material handling cost shall not include costs contained in the fixed rates for labor and equipment. This percentage should be included in your proposal in Section B. This material handling cost is subject to full review by the EPA and must conform to the cost principles in FAR Part 31. If proposed, the offeror shall provide an explanation in support of the rate as part of your price proposal.

(i) If your rate has been recently approved, include a copy of the rate agreement.

(ii) Submit supporting documentation for rates which have not been approved or audited.

7. The attachment entitled "PERSONNEL QUALIFICATIONS" has been modified to revise the Program Manager qualifications. The text is as follows:

PERSONNEL DESCRIPTIONS AND QUALIFICATIONS

Program Manager:

The Program Manager shall have the following minimum qualifications and experience:

- M.S. degree in Science or Engineering, with a minimum of six years experience; or
- B.S. degree in Science or Engineering, with a minimum of eight years experience; or
- **A minimum of fifteen years experience.**

The Program Manager's technical experience shall be in the area of chemical clean-up activities, hazardous chemical waste site clean-up and disposal activities, or other disciplines directly related to the requirements of this contract. A minimum of four years of the required expertise shall be in supervising multi-disciplinary professionals.

Response Managers:

The Response Managers shall have the following minimum qualifications and experience:

Four years of experience in hazardous waste site cleanup - - a BS degree in Engineering or Science may be substituted for 1 year experience. At least two years shall be in a supervisory role related to hazardous waste site activities.

Response Managers shall have experience with activities conducted on hazardous waste sites. The experience must consist of direct, on-scene, multi-discipline field experience in chemical clean-up activities, hazardous waste site clean-up and waste disposal activities. At a minimum, Response Managers

must have experience in the following:

- Direct supervision of multi-disciplinary clean-up personnel;
- Development of work plans and detailed cost estimates, including breakdowns of personnel and equipment requirements and transportation and disposal costs;
- Familiarity with fulfilling all OSHA requirements and preparation of site safety plans;
- Knowledge of subcontracting protocols for labor, equipment, materials and tasks which may be required for this RFP. Subcontracting includes receiving and preparing bid packages;
- Coordination of the transportation and disposal of hazardous waste, including scheduling, packaging, labeling, manifesting and loading of trucks;
- Knowledge of QA/QC, OSHA, DOT transportation requirements and RCRA/CERCLA hazardous waste disposal regulations.

Forman:

The foreman shall have a minimum of three years of direct on-scene field experience in chemical clean-up activities and hazardous waste site clean-up and disposal activities. The individual will direct and oversee response activities of on-site clean-up crews at the direction of the Response Manager. They shall have a minimum of one year experience in directing both general labor and hazardous substance personnel and shall have a basic knowledge of heavy equipment operation and field construction disciplines relative to this contract. They must be trained for work using all levels of personal protective equipment.

Field Clerk:

The field clerk performs general clerical duties such as typing, filing, faxing, duplicating, and answering telephones. Prepares and reconciles contractor daily cost reports (EPA Form 1900-55) using the EPA Removal Cost Management System (RCMS). The field clerk also procures materials and subcontract services, assuring that all applicable contractual requirements are met and fully documented.

Industrial Hygienist/Safety Engineer:

The Industrial Hygienist/Safety Engineer must possess a degree in industrial hygiene, environmental health science, or biology. They must have a minimum of two years experience as an Industrial Hygienist/Safety Engineer at hazardous waste sites where he/she implemented the site-specific health plan. They shall develop and oversee site health and safety plans as per Agency and OSHA requirements and guidelines, requiring application of engineering principles and technology to control conditions contributing to occupational hazards and must be trained for work in all levels of personal protective equipment levels.

For Level A responses, a minimum of three years of experience is required.

Cleanup Technician:

The cleanup technicians perform labor related to sampling and cleanup of hazardous waste. Applies technical skill in handling hazardous substances. Is trained for work using all levels of personal protective equipment.

For Level A responses, a minimum of three years of experience is required.

Chemist/Organic:

The organic chemist shall possess a B.S. degree in Chemistry. The individual shall have a minimum of one year experience at hazardous waste sites as a chemist or chemical technician. The chemist develops sampling plans to determine the extent of the clean-up required and conducts or oversees sampling and analyses of soil, water, air and other solids and liquids to determine the concentration of hazardous substances present on a site. They follow chain of custody procedures including documentation and analyze sampling results. They performs or oversee Hazcatting and characterization of unknowns for bulking of waste streams; prepares or assists with the preparation of Material Profile Data Sheets for waste-streams to be sent to disposal facilities and has up to date knowledge and status on disposal facilities used under this contract.

Transportation and Disposal (T&D) Specialist:

The T&D Specialist shall possess a B.S. degree in Chemistry with a heavy concentration in organic chemistry. They must have prior experience with the arrangement of transportation and disposal which includes; 1) development of work plans and cost estimates regarding sampling, characterization, bulking and sample analyses; 2) completion of material profile sheets; 3) filling out labels, manifests and specifying placards in accordance with DOT regulations; 4) knowledge of RCRA and Land Disposal Restrictions; and 5) knowledge and status of disposal facilities.

Heavy Equipment Operator:

This individual shall have a minimum of six months experience in operating heavy equipment. They shall be trained for work in all levels of personal protective equipment and must have attended a general safety course given in-house.

Chemical Technician:

This individual must have a minimum of one year experience as a cleanup technician at hazardous waste sites. At a minimum, they must have attended a chemistry course and must be knowledgeable in QA/QC. They assist organic chemist in the sampling and analysis of soil, air, water and other solids and liquids, preparation of samples for shipment and the characterization of unknowns for bulking. They will use the HazCat kit for screening analyses.

For Level A responses, a minimum of three years of experience is required.

Chemical Engineer:

This individual shall possess a B.S. degree in Chemical Engineering and shall have a minimum of one year "hands-on" experience in the chemical industry. They apply chemical engineering principles to solve hazardous waste response problems; develops sampling plans; develops response/cleanup alternatives, and evaluates them in terms of cost effectiveness, feasibility and public acceptability. They design and plan unit operations such as on-site treatment systems; analyzes operating procedures and equipment and machinery functions to reduce time and cost; and prepares technical requirements for requests for proposals.

Civil Engineer:

Possess a B.S. degree in Civil Engineering. The civil engineer shall have a minimum of one year of hands-on experience in the design of unit operations that are applicable with the Performance Work Statement. Experience must include the following:

- Application of civil engineering principles to solve hazardous waste response problems;
- Developing response alternatives and analyzing them in terms of cost effectiveness, feasibility and public acceptability;
- Designing and planning unit operations, such as on-site treatment systems;
- Analyzing operating procedures and equipment and machinery functions to reduce time and cost.

Truck Driver:

This individual operates several kinds of trucks used for transportation of equipment, materials and supplies. They must be skilled in the operation of trucks in small spaces; be able to load and "drive-off" backhoes, etc. from the truck trailer; and must have attended a General Safety course.

Mandated Training:

All personnel with the exception of the Truck Driver shall have successfully completed the training requirement for hazardous waste site work in accordance with OSHA 29 CFR 1910.120.

RFP #PR-R2-08-10085 – Amendment #0001

Emergency and Rapid Response Services for Region 2

Solicitation Questions

1. The RFP requires the Program Manager to have the following minimum qualifications and experience:

- MS degree in Science or Engineering with a minimum of six years experience; or
- BS degree in Science or Engineering with a minimum of eight years experience

We request that 15 years experience with no degree be considered as an alternate to a degreed professional.

A1 The EPA will find that a Program Manager with 15 years experience is an acceptable substitute for the degree requirements noted above. Attachment 2 – Personnel Qualifications will be revised for the Program Manager accordingly.

2. Given the requirement for preparation of two sample scenario work plans, QAPPs and HASPs, we request an extension of two weeks so that we have adequate time to prepare a response.

A2 Due to the time sensitive nature of this acquisition, we are unable to extend the deadline at this time.

3. Section L requires that “type size shall not be less than 12 CPI or 12 point.” Can the font on figures and tables be a reduced size? Is font size less than 12 acceptable for tables, figures, maps, charts, graphs and pricing data as long as it's easily legible?

A3 Font sizes less than 12 are acceptable for tables, figures, maps, charts, graphs and pricing data as long as it's easily legible.

4. L.13(a)(2) (page L-9): Does the “two-sided” printing requirement apply to 11x17 foldouts?

A4 Two-sided printing is not required when printing on 11” x 17” foldout paper.

5. L.13(a)(2)B.1 (page L-10): Please confirm that no resume is requested for the Program Manager -- only a "description."

A5 The format of the proposed Program Manager's description is up to the offeror's discretion.

6. L.17(e) (page L-23): We acknowledge the requirement to send a Client Authorization Letter (Attachment 9) to each customer reference listed in our proposal. However, we find no requirement listed to send a Past Performance Questionnaire (Attachment 8) to any customer references. Please confirm that no PPQs are to be sent by offerors to customer references.

A6 Offerors are not required to send Past Performance Questionnaires to customer references. The EPA will submit the questionnaires to customer references during the course of conducting its' evaluation.

7. K. Reps & Certs, (page K-1); L.13(b)1(ii) Financial Statements (page L-14); and L.16 General Financial and Organizational Information (page L-19): Are these requirements for the prime contractor only, or are team subcontractors also required to submit these items?

A7 The requirements referenced in this question pertain to the prime contractor only.

8. L.13(b)2 (page L-14) and 3 (page L-15): We understand that fully burdened fixed labor and equipment rates are to be proposed. Does EPA require data explaining the development of these fixed rates (e.g., a table showing direct rate with indirect and profit calculations) to be submitted?

A8. Supporting cost and profit information detailing the composition of an offeror's proposed rates is not required.

9. Section G, paragraph G.14 Identification of Related Multiple Award Contract – this section states that the Government shall provide the Contractor a fair opportunity to compete for task orders. Is this clause referring to some type of completion between contractors other than what is described under paragraph H. 46 – Ordering Under Multiple Award Contracts? Please provide a description of the Governments planned competition process.

A9 The competition process for task orders referenced in clause G.14 "Identification of Related Multiple Award Contracts" is fully detailed in clause H. 46 "Ordering Under Multiple Award Contracts".

10. Section H, paragraph H.37 Sample Collection, Data Management, Review, Tracking and Reporting Requirements. Does the requirement to use Scribe, Forms II Lite, and SEDD apply to sampling for disposal or just for characterization and confirmation sampling?

A10 The requirement to use Scribe, Forms II Lite, and SEDD does not apply to disposal sampling.

11. Section L, paragraph L.7 Multiple Awards - states that 2 contracts will be awarded under SB set-aside and the third award to a SDVOSB. The SDVOSB may submit offers on either but can only receive one award. Question: Does a SDVOSB concern need to submit two separate proposals to be considered for award under both the SDVOSB set-aside and the SB set-aside or will one submission allow for consideration of both?

A11 A Service Disabled Veteran Owned Business will only need to submit one proposal in order to be considered for award under both set-asides.

12. Section L, Paragraph L.13 (b) 5. Material Handling Cost – Percentage. Is this a cap or is it adjustable based on actual G&A costs?

A12 The Material Handling Cost rate may be adjusted as described in clause G.4 “Indirect Costs”. However, it is the Government’s intent to award each contract inclusive of a ceiling rate for material handling costs for each year of the contract.

13. Section B stops at page B-16 of 18. Are pages B-17 and B-18 of 18 missing or intentionally not included?

A13 The page numbering for section B is in error. The section ends with page 16.

14. The RFP does not have SCA wages defined as needed to propose rates in the cost proposal. Traditionally ERRS uses the nationwide SCA wage determination 1996-0223 rev 23. Is this the proper wage determination for this contract?

A14 Please refer to Attachment 5 “Department of Labor Wage Determinations”, which list the applicable Service Contract Act and Davis Bacon Act wage determinations. The SCA wage determination 96-0223 is referenced on page 5-3.

15. Understanding that there are ST and OT estimated quantities listed in the solicitation, what are the typical hours and days during a week worked on a time critical removal task order [non-emergency]? Does Region 2 work weekends [Saturdays] on a routine basis during site operations or do they typically work 5 days a week for 10 hours per day?

A15 For non-emergency task orders, some sites operate 4 days a week, ten hours a day but most sites operate 5 days a week with overtime as needed. Region 2 does not routinely work on Saturdays.

16. Considering that bidders must build move time for personnel into their rates, will the EPA pay per diem and lodging on non-working weekend or is the Contractor required to demobe personnel on such weekends?

A16 In general, if travel expenses (gas, tolls, mileage, airfare, etc.) exceed lodging and per diem expenses then the contractor is not required to demobe personnel on non-working weekends. Conversely, if travel expenses are less than lodging and per diem expenses, than the contactor would demobe personnel on such weekends. Offerors are advised to consider the Quality Assurance Surveillance Plan, Performance Standard, "Cost Control" on page 1-18 of the Performance Work Statement, when making personnel decisions.

17. Does the EPA have any requirements or preference that work be performed with a union labor force?

A17 There is no such requirement or preference for a union labor force under the prospective contracts.

18. Page L-13 states "Pages must be numbered consecutively". Is it acceptable to number each section consecutively (e.g. A-1, A-2, A-3 B-1, B-2, B-3)?

A18 Yes, it is acceptable to number each section consecutively.

19. With the nature of Emergency Response work, it is common to have spill responses in the evenings and on weekends. If a worker is on a non- EPA funded project for 40 hours in a work week (M-F) and then works on an ERRS response for 5 hours on Saturday, DOL requires that the worker be paid an overtime rate. Will the contractor be allowed to bill the EPA overtime charges for those 5 hours on Saturday?

A19 Under such a scenario, the EPA would pay overtime rates for the 5 hours on Saturday, as required by the Fair Labor Standards Act. However, offerors are advised to consider the Quality Assurance Surveillance Plan, Performance

Standard, “Cost Control” on page 1-18 of the Performance Work Statement, when making personnel decisions.

20. Section L.7 states that “No single offeror may receive more than one award”. Does this restriction apply to Team Members or to companies associated with a Joint Venture? For example, if Company X is a member of a JV who wins an award, is Company X eligible to win an award as a Team member on another contract.

A20 As a matter of federal acquisition regulations, subcontractors cannot “win an award.” The Government only has privity of contract with prime contractors. Thus, under the scenario above, the prime contractor would be eligible to receive an award, predicated on their ability to demonstrate that their team subcontractor, Company X, would have the resources to perform their portion of the proposed work under a resultant contract in addition to fulfilling their obligation under the joint venture.

21. In the same context as Question 8, is a Team allowed to reverse positions in effort to win two awards? As example, can Company X be successful as a Prime contractor using Company Y as a team sub and still be eligible for award on another contract with Company Y being the Prime and Company X being the Team sub.

A21 Please refer to A20 above regarding privity of contract. Under this scenario, both prime contractors would be eligible to receive an award, provided they can demonstrate that their team subcontractor would have the resources to perform their portion of the proposed work under a resultant contract, in addition to fulfilling their obligation as a prime contractor.

22. The first sentence in Section M.3 A.1 Management Approach describes that offerors ability to retain, manage and maintain **equipment listed in Section B** will be an evaluation factor. Section B does not refer to equipment. Should offeror address equipment in Section B?

A22. The schedule in clause B.1 “Fixed Rates for Services – Indefinite Delivery/Indefinite Quantity Contract” lists the equipment required for this contract under contract line item numbers (CLIN) 0013 through 0037.

23. Where does the government want us to include the following information?
- RFP Section L.16 - General Financial and Organizational Information
 - Standard Forms 33 and 30s, if applicable-with original signatures
 - RFP Section K - Reqs and Certs

A23. Offeror’s should submit this information with their pricing proposal.