

These are the final Questions and Answers (Q&A) to be posted regarding Region 1 START III, PR-HQ-04-10525. Any further Q&A regarding this procurement will be addressed through the formal Technical Questions period explained in the solicitation.

Any questions on any subsequent START III procurement for any other region should be directed to the point of contact indicated in the Fedbizopps synopsis.

1. QUESTION:

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

Clause B.2 Fixed Rates for Services -- ID/IQ Contract, 1. and Attachment L-1, Cost or Pricing Proposal Instructions, Labor Rate, 1.: Is the "report preparation" to be included in the fixed rates only those reports identified in Attachment F-1 Reports of Work? What other reports, if any, that are not included in this attachment should be included in the fixed rates? Should it be assumed that technical reports required by Task Orders and/or Technical Direction Documents will be charged as a direct cost based on EPA tasking document requirements?

ANSWER:

The fixed rate should include the costs of preparing all reports. Site specific reports and non-routine reports are included as part of the Performance Work Statement and should be included in the rate as such. If a report is required that is so specific that it is determined to be outside of the normal reports required under a TDD, the contracting officer may determine on a case by case basis that the report is cost reimbursable. This, however, will be the exception and not the rule.

2. QUESTION:

SECTION G – CONTRACT ADMINISTRATION DATA

G.15 INVOICING REQUIREMENTS

The invoicing requirements state that separate invoices are required for each Task Order as well as all Removal TDDs. Since the Removal TDDs roll up to a task order, this would seem to indicate double-invoicing. Please clarify this requirement.

Paragraph B requires the submittal of four RCMS reports along with the monthly invoice. It seems that only one of these reports, the Pending Cost Report, is included in the current version of RCMS. Will a newer version of RCMS include the required reports?

ANSWER:

EPA is still in the process of formulating an answer to this question. EPA will post an answer within 14 days of the posting of this document.

3. QUESTION:

G.18 DECONTAMINATION OF CONTRACTOR-OWNED EQUIPMENT

"With regard to equipment provided by the Contractor, the On-Scene Coordinator (OSC) may direct that such equipment be decontaminated either at the site of the removal or at the contractor's facilities".

This statement appears to be in conflict with OSHA's regulations on Hazardous Waste Operations and Emergency Response. Specifically **29 CFR 1910.120(k)(2)(ii)** and **29 CFR 1910.120(k)(2)(iii)** which states, "Standard operating procedures shall be developed to minimize employee contact with hazardous substances or with equipment that has contacted hazardous substances. All employees leaving a contaminated area shall be appropriately decontaminated equipment; all contaminated clothing and equipment leaving a contaminated area shall be appropriately disposed of or decontaminated".

Please confirm that all decontamination activities will be conducted on-site and that the Contractor will not be expected to take contaminated materials off-site for decontamination which would be in direct opposition to the OSHA regulation.

ANSWER:

The language in the subject clause has been changed to the following:

"With regard to equipment provided by the Contractor, the On-Scene Coordinator (OSC) may direct that such equipment be decontaminated at the site of the removal. Labor charges and charges for decontamination equipment (equipment used to decontaminate other equipment) for decontamination efforts directed by the Government will be considered allowable charges under this contract and will be paid in accordance with the applicable rate(s) specified in Clause B.1. Charges for the equipment while it is being decontaminated will not be allowable charges under this contract."

4. QUESTION:

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.2 TRAINING

Is the intent of this clause to ensure that all personnel who conduct a task to be fully trained for that particular task? The clause appears to require that all contractor personnel that conduct work

under this contract be fully trained in all field activities possible under the PWS. Many tasks such as generating administrative records, conducting analytical data validation, preparing contingency plans, etc. do not require performance in the field, i.e., office work only. In other cases such as collecting field samples under the pre-remedial programs, etc. personnel conducting this work in the field typically need only the basic level of personnel protective equipment (Level D PPE), and training in all levels of personal protective equipment (A, B, C and D) is not necessary. Is this training requirement for all levels of work based on each individual or for the contractor team as a whole? Doing by individual contractor team member, would be too restrictive and not cost efficient or effective. Not all work that could be issued under the contract is emergency response-based. It is understood that the CRT will be trained in all PPE levels. Please advise.

ANSWER:

The language in the subject clause has been changed to the following:

The contractor shall provide fully trained personnel for all labor provided to implement the Performance Work Statement. Relevant contractor personnel shall be field-trained and ready to accept relevant work under the Performance Work Statement for their respective areas of expertise.

5. QUESTION:

ATTACHMENT B-1 – EMERGENCY RESPONSE EQUIPMENT

Section 3 – Contractor Owned Routine Equipment

Under this section of equipment to be provided under the fixed rate, a **Maintenance /Service vehicle, Truck or Trailer** is listed.

Is this vehicle needed in direct support of the Emergency Response Vehicle (truck and trailer)? This would imply that the Contractor is expected to have an auto (truck) mechanic with the required tools on staff in order not only to drive the Maintenance /Service Vehicle, Truck or Trailer, but also to affect the needed maintenance service and repair of the Emergency Response Vehicle.

Please confirm if a **Maintenance/Service Vehicle, Truck or Trailer with a mechanic** is required as a part of the Contractor-Owned Routine Equipment.

ANSWER:

The term Maintenance/Service vehicle, Truck or Trailer means that the contractor shall include the cost of maintenance and service in the fixed rate. It does not mean the contractor shall

provide a separate vehicle for maintenance and service with a mechanic. The clause has been amended to reflect this change.

6. QUESTION:

ATTACHMENT F-1 – REPORTS OF WORK

2. INVOICES

First Paragraph – A, i: The requirement states that RCMS reports will be submitted for all sites. Is this all removal action sites only? What about preresidential, removal assessment or other site work that generally ranges from a day to a few days of sampling effort, i.e., non-removal action sites? Why would RCMS be used for non-removal action sites?

Second Paragraph – iii: What is the Fixed Price CERT?

ANSWER:

The language in the subject report has been changed to the following:
Labor broken down to show Name, Labor Category, labor Rate, Hours Worked, and Billing method. Upon the PO's request, the contractor will be responsible for providing time reports to support the hours billed under these assignments.

7. QUESTION:

ATTACHMENT H-3 RESPONSE AND KEY PERSONNEL QUALIFICATIONS

General Key Contract Personnel Qualifications: Toxicologist/Risk Assessor: Can more than one person be submitted for this position since not one person typically does both toxicological work and ecological assessment? Geologist, #10: Does the Geologist for Region I need Region 6 state certification? Spill Prevention Control and Countermeasures/Facility Response Plan Coordinator: Is oil field background necessary for the Region I contract?

ANSWER:

Yes, one person can be submitted for the Toxicologist/Risk Assessor position. The geologist needs to have state certification in the States in Region 1. The contractor must have the ability to obtain the services of a Spill Prevention Control and Countermeasure Facility Response Plan Coordinator who has an oil field background.