

The following are Questions and Answers received regarding the draft START III solicitation which was posted 8/9/04. Some questions have not been answered and will be addressed within 14 days of the initial posting of this document.

SECTION B

Question 1:

B.1 Fixed Rates For Services -- Indefinite Delivery/Indefinite Quantity Contract

Page B-1 of 8, B.1,

Equipment is listed under 1001c Other Direct Costs (ODCs) and 1001d Specialized Labor. Are these two different sets of equipment requirements? Please clarify. Also, how is this equipment different from the equipment included in the Level A response equipment.

Answer:

Section B has been revised. Routine equipment (see section B for the list of non-routine equipment) should be built into the non-level A rate. Non-routine equipment (formerly referred to as specialized equipment) will be charged under CLIN 1001C (now referred to as Specialized Labor/Non Routine Equipment).

Question 2

The Specialized Labor heading includes equipment but there is no mention of any cost other than labor in Section B.7. However, the table listed under B.1 and B.8 includes equipment under specialized labor, please clarify. Where would vendors such as field/pool subcontractors, backhoe operators, drillers and analytical labs be applied.

Answer:

Specialized labor is spelled out in section B.7. A definition of non-routine equipment (formerly referred to as specialized equipment) will be provided in the final solicitation.

Question 3:

Section B.1.: Will we be asking the contractor to provide rates for each individual year of the contract or just a single rate for the entire base period?

Answer:

The contractor will provide a rate for the first period of performance only, the rate will than be subject to an Economic Price Adjustment which is a section G provision.

Question 4:

In section B.1 the only tasks mentioned in Response-types of tasks (Level A and Non-Level)
What about all the other tasks/labor categories that are not involved in Response?

Answer:

All tasks that do not require Level A response equipment will be charged at the Non-Level A rate.

Question 5:

Do the rate adjustments stated in these (Labor) paragraphs (3. and 4.) apply to fixed price Task Orders and/or Technical Direction Documents? If yes, please clarify the rationale, considering the intent of performance based subcontracting.

Answer:

Paragraph 3 and 4 of clause B.1 as referenced in your question only discussed labor rate adjustments applied to performance related to specific labor functions (see examples in paragraphs 3 and 4 for further discussion). If a task order is performed on a fixed price basis, the only adjustment that would be applied would be the economic price adjustment for labor costs as identified in the cost proposal instructions and the economic price adjustment clause and B.1.

Question 6:

Are the labor rates inclusive of all the items listed? Does each region have to break out Level A and Non-Level A?

Answer:

All items which should be included in the Non-Level A and Level A rates are outlined in the revised Section B which will be posted on this website. Regions do not have to break out Level A and Non Level A rates. Pricing breakdown/strategy may vary from region to region.

Question 7:

Where is the cost of subcontracts to be included?

Answer:

Team subcontractors will be part of the loaded rates. In addition offerors are encouraged to include all non team subcontractors in the Non Level A rate. All foreseeable Non Level A labor costs, should be included in the Non Level A labor rate. In the event specialized labor is needed to perform particular task order the contractor shall be reimbursed out of the specialized labor pool as approved by the contracting officer, prior to any specialized labor cost being incurred.

Question 8:

How does the increased capacity pool work? Is it open-ended? Is it defined in the solicitation anywhere?

Answer:

The increased capacity pool is explained and defined in the Attachment entitled - - Instructions for Preparation of Technical and Cost Proposal Instructions:

In case of catastrophic event e.g., terrorist attack or man-made accident, or natural disaster which causes the contract to exceed the capacity of the contract, a cost pool enabling additional contract effort shall be available. Excess capacity will be 50% of the total labor hours available for all terms of the contract.

Question 9:

Page B-1 of 8 B.1

Current language. The following fixed rates, inclusive of all indirect costs and profit, shall apply for the duration of the contract:

Recommended (or similar) language; The following fixed rates, inclusive of all indirect costs and profit shall apply until new rates based on the appropriate cost indexes of labor and/or material become applicable in accordance with clause G.2.

Answer:

This change has been executed.

Question 10:

Page B-3 of 8. Minimum and Maximum amounts. Suggest you add - Maximum amount of the contract will be adjusted automatically based on the economic price adjustment clause G.2.

Answer:

This change has been executed

Question 11:

B-3 of 8 (d) Just a thought -The timing of the publication of the applicable indices could impact this clause.

Answer:

EPA is still drafting a response to this question, additional information will be provided

approximately 14 days after initial posting of this document.

Question 12:

Can Clause B.4 Placement and Pricing of Task Orders be tailored for each region? Every region may not want to require annual work plans, etc.

Answer:

This clause can be regionally specific.

Question 13:

B.4 Placement and Pricing Task Orders

(a – e) Is the labor effort for preparing work plan/cost estimates in response to Task Order RFPs considered indirect effort, i.e., program management? If yes, how many Task Orders does the government anticipate issuing per year.

Where is the schedule associated with Task Order Response Activities as referenced in this paragraph? Is it the specific task order listed on page 20 of the PWS?

Answer:

Labor for preparing work plan/cost estimates should included in the fixed rate. The number of task orders will vary from contract to contract. B.4 is being revised and the sentence that refers to the “schedule” should refer to the Performance Work Statement.

Question 14:

B.4 (b) The language in this paragraph is very restrictive:
The Government will issue performance based type task orders, with the exception of the TO which will provide Emergency Preparedness and Response Services or otherwise determined inappropriate by the CO. The use of PB task orders might be appropriate under some Emergency Preparedness and Response Tasks and may not be appropriate in other tasking areas. This language needs to reflect this flexibility.

Answer:

B. 4 has been extensively rewritten, the new language will allow for more flexibility.

Question 15:

Should there be any reference left to Time and Materials in TO's?

Answer:

This change has been executed, reference to T&M has been removed.

Question 16:

B.4 (c) Not all regions want to include the annual management and staffing plan.

Answer:

Regions may tailor to meet their individual needs.

Question 17:

Is the START III contract going to include fixed equipment rates?

Answer:

Yes, as outlined in Table 5 - - Equipment Rates of the Attachment entitled - - Instructions for Preparation of Technical and Cost Proposal Instructions.

Question 18:

B.4 (e) Won't all tasks be issued in accordance with the schedule in the contract, not just Response Activities? Task Order(s) for Response Activities will be issued in accordance with the schedule in the contract.

Answer:

B.4 has been extensively revised,

Question 19:

B.5 Technical Direction Documents. a. and b. Written/Oral TDDs are not issued by PO, TOPO, APO, or COR. Only by warranted person.

Can any warranted OSC within the 10 EPA regions issue verbal TDDs for any of the 10 regions or must they reside in the region of the START contractor?

Answer:

Any warranted OSC anywhere in the world is authorized to issue a TDD on an OAM SRRPOD contract.

Question 20:

B.5 (4). The contractor shall provide status report(s). Is this a requirement? Doesn't seem to fit in with the rest of the paragraph.

Answer:

Status reports on TDD's are a requirement.

Question 21:

B.6 Limitation of Government's Obligation under TO. (c) Should the percentage be 75%, that is standard/typical?

Answer:

Yes. B.6(c) is changed from 85% to 75%.

Question 22:

B.6 Where is this coming from? Never seen anything like this.

(i) A schedule will be established under each task order as to when the Government anticipates obligating additional funding and the period through which that the Government estimates this funding will cover the contractor's performance.

Answer:

What is the question being asked?. EPA has used local clauses to address this type of situation since the 1980's. Standardized language was developed in September, 1996, in anticipation of the Government-wide shutdown. Each individual site or tasking may not have full funding available when the effort begins. This clause addresses how this will be handled for various types of severable fixed price, fixed rate, time and materials and labor hour task orders.

Question 23:

B.7 Specialized labor and Labor categories need to be clarified (e.g., Response vs. other tasks).

Answer:

Specialized Labor categories are specified in the Section B provision entitled "Specialized Labor".

Question 24:

B.7 Specialized Labor

©) Please clarify what is meant by "Productive Man-Year team".

Answer:

Language changed to: Specialized Labor includes but is not limited to the following professional specialists not available for day to day operations.

Question 25:

Under what circumstances would the contractor charge training under specialized labor?

Answer:

Training should not be charged under specialized labor. Non Level A training should be charged in the Non Level A rate, Level A training should be charged in the Level A rate.

Question 26:

What report preparation is intended to be included in this rate? Please describe the types of reports preparation effort to be included here. Will technical report preparation effort as required by Task Orders and Technical Direction Documents be billed as direct effort? In addition, does the term “inclusive of all expenses” mean that all travel and ODCs are included in this rate?

Answer:

All reports outlined in the Attachment 5 entitled “Reports of Work” should be included as part of the fixed rate. Section B has been revised to list exactly what is included in the rate.

Question 27:

The statement further reads that the Level A Response rate shall include all materials, protective gear, equipment, etc. necessary for a Level A response. Do the Non-Level A Response rates have to include all other materials, protective gear, equipment, etc., for all other responses, such as Level B, or are these expenses to be billed as an ODC?

Answer:

The language in B.1 under the heading of Labor has been changed to the following:

The labor rates set forth in the schedule shall be inclusive of all expenses including report preparation, wages or salaries, labor costs, fringe benefits, overhead, program management, general and administrative expenses and profit. In addition to those cost elements listed above the Level A effort rate shall include all materials, protective gear, equipment, etc. necessary for Level A response.

Question 28:

Please clarify if the Level A fixed labor rates include ODCs. When will the Level A Response fixed rate hours be ordered by the government? Will it be during emergency response actions only or also include Level A training exercises, drills, preparatory activities, etc.? Under which rate structure, Level A Response or Non-Level A Response fixed rates, does EPA expect that contractors will participate in the Level A training exercises, drills, preparatory activities, etc.? If under Non-Level A fixed rate hours, will the contractor be allowed to bill Level A PPE and equipment as an Other Direct Cost? Please clarify.

Answer:

The Level A rate includes everything that is in the Non Level A rate, in addition the Level A rate should include all materials, protective gear, equipment, etc. necessary for Level A response. Level A training should be billed using the Level A rate. The Level A rate will be used during responses that require Level A equipment to be used.

Question 29:

2: Does a “party subcontract” mean “third party subcontract”? If not, please define party subcontract.

Answer:

The language in the provision has been changed to “third party subcontractor”.

Question 30:

3/4: Do the rate adjustments stated in these paragraphs (3. and 4.) apply to fixed price Task Orders and/or Technical Direction Documents? If yes, please clarify the rationale, considering the intent of performance based subcontracting.

Answer:

No, the rate adjustments stated in these paragraphs (3. and 4.) Do not apply to negotiated **Fixed Price** Task Orders and/or Technical Direction Documents.

Question 31:

5: Reference is made to the OSC consulting with a "Response Manager" relative to conditions for terminating site operations. Please define the position of the "Response Manager". It is recommended that the START Site Project Manager also be included in the meeting in order to make certain START is correctly represented and to ensure there are no gaps in the communications as related to the project and/or the START contract.

Answer:

EPA is still drafting a response to this question, additional information will be provided

approximately 14 days after initial posting of this document.

Question 32:

Also it is referenced "the contractor shall not be reimbursed for stand-by". What action will be taken in the case where Federal Disaster support is being provided during inclement weather conditions? Stand-by is a normal part of the operation in responses of this type. In addition, in many cases when on-site work is interrupted, technical reports can still be prepared off-site, e.g., in the hotel room and/or back in the office. Will these labor costs be paid for by EPA if work of this type can be continued off-site?

Answer:

As a general rule, reports are included in the fixed price and/or fixed rate and therefore no additional direct labor hours will be authorized, billed, invoiced nor paid for these tasks as direct labor, regardless where the reports are completed. For non-routine reports that are specifically called for in a tasking instrument, and direct labor charges at the negotiated fixed hourly rate are being charged, certainly these could continue to be performed and billed from off site.

Question 33:

If the work is interrupted at the site, will the contractor be compensated for other direct costs such as equipment rental, per diem, etc., if secured for that site effort? These type of costs will be incurred by the contractor regardless of site work interruptions. If a site is interrupted and demobilized, will travel time back to the contractor's office be allowable?

Answer:

Yes and Yes. If cost are not already included in a fixed price and/or fixed rate and are truly allowable ODCs under the resulting contract, the contractor will be reimbursed the reasonable, allowable, allocable cost. The Contractor is required to mitigate and minimize these costs to the greatest extent practical.

Question 34:

Travel/Other Direct Costs/Specialized Labor

2. Will items such as field equipment, vehicles, tools, field supplies, etc., be reimbursed from the Other Direct Cost pool?

Answer:

Section B.1 has been revised, routine equipment should be built into the Non-Level A fixed rate.

SECTION E

Question 35:

E.1 Higher Level Contract Quality Requirement

E.1.A. Pre-Award Documentation

Quality Management Plan (QMP) is checked that the offeror must submit the QMP as a “separate and identifiable part of its technical proposal”, but it is not specifically mentioned in Attachment 13 Instructions for Preparation of Technical and Cost Proposal, nor in Attachment 14 Technical Evaluation Criteria. Is the QMP a required submittal with the proposal? If the QMP is required, where should it be placed in the proposal? Also, what is meant by "separate and identifiable" document? Is a tabbed appendix acceptable or should it be submitted as a separately bound volume?

Answer:

EPA is still drafting a response to this question, additional information will be provided approximately 14 days after initial posting of this document.

Question 36:

B. Post-award Documentation

“Other Equivalents” is checked, with the statement “See Attachment 7” bolded. However, Attachment 7 references Award Term Incentive Plans. Should this have referenced Attachment 6? Additionally, Attachment 6 references several Region 1 guidance documents. Are these to be followed for all Regions, or will each region reference region-specific guidance documents here?

Answer:

See Attachment 7 has been changed to See Attachment 6. Attachment 6 lists Region 1 documents, each region should reference region-specific guidance documents.

Question 37:

Clause E.1, Higher Level Quality Requirement: In the first section Region 1's requirements (see second attachment below) need to be listed and/or just reference Attachment 6 of the RFP. I don't understand the last two items in Attachment 6 came from as they were not listed in R1's requirements. Will they have to be in our final RFP/Contract? Do we need to check with our QA folks?

Answer:

This is a Regional Specific item.

SECTION F

Question 38:

F.7 Electronic Submissions or Deliverables

(b & c) In cases where EPA changes from its now Standard Applications to a different software(s) application, will this purchase of the application and required licenses be cost reimbursable for the contractor? Also in the execution and performance of a TDD, if other than the EPA standard software applications are required, will the procurement of the applications be authorized and cost reimbursable, e.g., AutoCAD and Arcview?

Are .pdf documents acceptable submittals via electronic reporting system?

ANSWER:

If EPA changes standard applications, the cost of new software would be reimbursable by the government. However, please note that the requirement is for deliverables that are “compatible with” EPA’s Standard Applications.

With regard to other software requirements, contractors are required to provide all technical software to perform the PWS. In most cases, these would be a normal cost of doing business, i.e. an environmental consulting firm would be expected to already have Design Drawing and GIS mapping capabilities. We wouldn’t necessarily specify a brand name for this type of software. If a Task Order required brand-specific software that an environmental consulting firm would not necessarily have, then EPA would reimburse the cost of acquiring it.

In many cases EPA must be able to manipulate information submitted by contractors for other purposes after a Task order is closed, therefore the Standard Application requirements must be followed. Adobe Acrobat .pdf files may be acceptable for many electronic deliverables.

Question 39:

Clause F.7, Electronic Submission or Deliverables, still needs Technical Direction Documents (TDDs) added under (a).

Answer:

This change has been executed.

Question 40:

In the clause F.7 Electronic Submission of Deliverable it has requirements that seem outdated. Some regional offices are still using WordPerfect, Lotus 1-2-3, etc. but more and more documents coming from HQ and other places are being prepared in Word and Excel. There is some indication that it will soon be the Agency policy that we will go to Word.

Answer:

Part (c) of the clause allows for submission of deliverables to be in the format that is used by EPA at the time of submission or as directed by the contracting officer. Most of the contracting offices are still using WordPerfect and Lotus 1-2-3 because the contracts systems are based on these, although many are gaining access to Office products.

To ensure flexibility in the regions, the clause will be revised as follows:

(c) All data or documents submitted in accordance with this clause shall be compatible with the software applications as used by the EPA regional office at the time of submission or as directed by the Contracting Officer in the tasking document. The electronic files shall be appropriately labeled with file extensions identifying the software such as .wpd for WordPerfect.

This allows for the most flexibility in the regions, and allows for the CO to determine the best format for each deliverable.

SECTION G

Question 41:

G.2 Economic Price Adjustment

Please identify which specific cost index (CPI/DRI) will be used to calculate adjustments to the labor and/or material rates specified in the schedule? How will the base month be determined from which to perform the calculations?

Answer:

At this point we are leaning towards Global Insights (formerly known as DRI). Accessibility is an issue we need to resolve. We propose 60 days before the end of the current period of performance as the month to perform calculations.

Question 42:

(3) Does the base month index (used to calculate the adjustment) change on a yearly basis? Or does the base month index remain unchanged until an increase of the minimum 2.5% is reached. Please provide an example.

Please clarify what is meant by "the then-current rate specified in the schedule".

Answer:

As stated above we proposed 60 days from the end of the current period of performance to perform the Economic Price Adjustment Calculation. The language regarding the minimum of 2.5% has been removed. There will be no minimum, only an aggregate of increase not to exceed

4% per year.

Question 43:

(4) Please provide the rationale for the 28% over the 7 years of the contract.

Answer:

For a seven year contract the calculation would be $4\% \times 7 \text{ years} = 28\%$.

Question 44:

Clause G.2, Economic Price Adjustment: when we initially discussed this you mentioned that there may be or is a cost associated with using the Data Resource or Consumer Price Indexes. Has OAM determined how/who will assume this cost? Is it a subscription that OAM will maintain for use by the regions?

Answer:

At this point we are leaning towards Global Insights (formerly known as DRI). Accessibility is not a regional issue it is an OAM, OSWER, OIG, DCAA issue and it will be addressed.

Question 45:

Clause G.3, Ordering: As discussed in our call in 8/3, OSCs will not be ordering directly off the contract. See language in Task Order and Technical Direction Document provisions which Region 1 provided and are in Section B. I think this clause should be waived from START3 as it is duplicative and inconsistent with the Section B clauses. Also, FYI, Clause H.24 should now be deleted because Technical Direction Documents are covered in B.5.

Answer:

Provision G.3 "Ordering" has been deleted. Provision H.24 has been deleted.

Question 46:

I still recommend including current clause from START2 entitled "Site Specific Invoicing" after Draft RFP's G.5 (attachment below). Again this groups and highlights all the invoicing requirements for the contract. Site Specific Invoicing has not proven easy to adopt by any of our contractors so you'd want to make sure any new players see it.

G. XX Site specific Invoicing Instructions

The monthly and annual general requirements for site specific invoicing are contained in ATTACHMENT (6), SITE SPECIFIC INVOICING INSTRUCTIONS.

Answer:

This change has been executed.

Question 47:

G.5 Payments

(a) (1) Does “substantiated vouchers” mean that the contractor must submit supportive documentation such as copies of time sheets, expense reports, receipt, etc., with each monthly invoice?

Answer:

Yes it does but for RTP-FC we do not want a copy of all the supportive documentation. This should go directly to the PO and/or CO for their review.

SECTION H

Question 48:

H.1 Environmentally Preferable Practices

Please clarify that Attachment 11 referenced in paragraph H.1 is entitled "Environmentally Preferable Practices" and not "Reports of Work."

Answer:

This change has been executed.

Question 49:

H.13 Treatment of Confidential Business Information

Neither the Instructions to Bidder nor the Evaluation Criteria reference submission of a CBI Plan. Is the CBI Plan required as part of the proposal and if so, where should it be included?

Answer:

EPA is still drafting a response to this question, additional information will be provided approximately 14 days after initial posting of this document.

Question 50:

H.33 Transboundary Efforts

Will labor be charged at fixed labor rates or as specialized labor for work in a foreign country?

Will any additional costs incurred for work in a foreign country be covered by the Other Direct Costs pool referenced in Section B.7 or should they be included in the fixed labor rates?

Answer:

Should be charged at the standard fixed labor rate and will be adjusted for a locality pay similar to what a government employee would receive. The contractor will be told what the locality adjustment will be at time of deployment.

Question 51:

H.38 Sample Collection, Data Management, Review, Tracking and Reporting Requirements

3. (c): Is the ADR software currently finalized and available to be downloaded, and if so where can it be found. Similarly, is the SEDD format finalized, and if not, when is it expected to be finalized and available for contractor review?

Answer:

1. The ADR Software is finalized and is available through EPA (that is me). It is a CD (not downloadable).

2. The SEDD format will be finalized early next year and the draft SEDD documents are already ready for contractor review at the SEDD website:

<http://www.epa.gov/superfund/programs/clp/sedd.htm>

Question 52:

H.41 Background Checks For EPA Contractors Performing Services

(b) (1): Recommend word change from "would" to "could" as proposed in the second sentence. The rationale for the designation of sensitive site for household residences is understood, however this appears to be too restrictive for non-citizen contractor team members who pass all other criteria. This will likely impact the responsiveness of the prime contractor team considering the diversity of personnel on large and small business firms.

(d): Recommend the Agency specify all elements of the background check.

(e): Misdemeanors can be a difficult issue. Many people incur misdemeanors for some really trivial things. It could become a contentious issue fairly often and somewhat embarrassing for some employees.

(g): Recommend revised language as proposed in the attached.

(h): Recommend revised language as proposed in the attached.

The requirements of this clause as flowed down to all subcontractors will most likely impact quick procurement of small business (SB/SDB/HUBZone/SDVB) field subcontractors such as drilling firms, surveying firms, excavation services, etc., unless the CO waives requirements as necessary.

Answer:

Background suitability requirements have been removed from Section H and included in the Performance Work Statement. Agency retains authority to waive if necessary.

Question 53:

H.42 Drug-Free Workforce

Are the costs for drug screening reimbursable as an Other Direct Cost on Task Orders or Technical Direction Documents? How should these costs be recovered by the contractor?

Answer:

Drug-Free Workforce requirements have been removed from Section H and included in the Performance Work Statement. Cost for drug testing will be included in the fixed price and/or fixed loaded rate. The cost of drug testing will **NOT** be part of ODCs under the contract. The costs and resulting billings will be developed in accordance with the contractor's approved cost accounting system, the negotiated proposal, employee-employer drug testing procedures, etc. This is a competitive Performance-Based-Service-Acquisition. Each contractor will propose how they intend to comply with the requirements and be evaluated on the basis of best-value to the Government.

Question 54:

H.47 (a) Is the use of RCMS mandatory or can the contractor use a compatible system? Attachment 5.B. states the contractor may use an equivalent cost tracking system.

Answer:

RCMS is mandatory.

Question 55:

(e) Is the labor effort by the contractor to use the RCMS system for tracking day-to-day project site costs chargeable directly to Task Orders and/or TDDs?

Answer:

As indicated in Section B, reporting should be part of the loaded rate.

Question 56:

(f - h) Are the disks used to archive the task orders/TDDs considered a program management cost or should they be direct charged to the appropriate task as an Other Direct Cost?

Answer:

The costs of all defined deliverables should be included in the proposed fixed labor rates; there is no program management line item in these contracts. As a general rule we should be charging as much as possible site-specifically.

Question 57:

If RCMS is used to track costs in the field, it is assumed that some costs will have to be estimated (such as actual rental car rates, hotel rates, etc.). Is it acceptable that the actual amounts billed may not match exactly what was entered into RCMS? Additionally, it is assumed that these costs will be entered into RCMS the day that they are incurred. However, timing issues may prevent an employee from submitting a personal expense report for these expenses prior to the preparation of the monthly invoice. Similar concerns exist for committed costs such as pool/field subcontractors including drillers, analytical laboratories, etc. For example, if a driller conducted drilling operations at the site on the 30th of the month, and these costs were entered into RCMS; the driller will not submit an invoice until sometime the subsequent month, and this driller cost cannot be invoiced to EPA until the driller has been paid. Thus, there could potentially be a two month or more timing issue. Thus, costs reported on RCMS will not match those invoiced. Is this acceptable? If not, how should it be resolved? Similarly, there could be expenses not anticipated when information is entered into RCMS daily (such as costs incurred during demobilization), or potential specialized labor or expenses. How will this information be entered into RCMS so that it can subsequently be billed? Additionally, the RFP states that RCMS is mandatory to prepare and submit EPA Form 1900-55, daily cost summary reports during performance under this contract. What areas of the PWS are expected for daily cost tracking under the contract?

Answer:

EPA is still drafting a response to this question, additional information will be provided approximately 14 days after initial posting of this document.

Question 58:

Section H.35: After the word emergency add the phrase, "with the appropriate equipment and personnel"

Answer:

This provision has been expanded from the wording that was in the draft solicitation to the

following:

Response times under the START III contract shall conform to the regions Emergency Response procedures. Initial response by the contractor to an event designated an emergency shall be immediate. The contractor shall have a response procedure that provides for on call staffing for all after hours, weekends, and holidays. A contractor shall be able to immediately respond from a predesignated duty station to provide field support, provide baseline field equipment, and have the necessary skills level to utilize this equipment. Additional contractor support to provide response specific equipment shall be initiated immediately and be available to respond within two hours of the initial call.

Question 60:

Clause H.7 in Draft does not include language we discussed on 8/3. Recommend the following changes:

1st Para, 1st sentence: If specified in the Task Order, the contractor shall provide the Contracting Officer a conflict of interest certification within twenty (20) calendar days of receipt of the Task Order.

In next sentence delete "or similar tasking documents".

Add final paragraph: If not specified in the Task Order, the contractor shall comply with H.8, TDD COI Notification.

Answer:

These changes have been executed.

Question 61:

Page H-22 of 40. Award Term Incentive Guidance Recommend adding the following or similar language at the beginning paragraph H. 26

This contract consists of 1,100,000 hours (if 10 years) plus the increased capacity pool. If the hours and the increased capacity pool are not all utilized in the base period the period of performance may be extended in order to use these hours based on the guidance in this clause. The number of hours and the "Increased Capacity Pool" remain constant throughout the contract.

Answer:

This language has been added.

Question 62:

Section H.36 Health and Safety: We would prefer to use the expanded health and safety clause that is in the current Region 3 START contract. I think all regions should use this expanded clause that allows the OSC to exercise more control during an emergency.

H.36 HEALTH AND SAFETY

(a) The nature of the work to be performed under this contract is inherently hazardous.

(b) In performance of work under this contract the Contractor shall, as a minimum, satisfy all Federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety. The contractor shall implement and manage a Health and Safety Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) (29 CFR 1910.120/121) for activities at hazardous waste sites.

Region 3 START-2 Version:

Health and Safety

The nature of the work to be performed under this contract is inherently hazardous. The contractor is responsible for the safety of its employees and subcontractor employees on-site. However, the Project Officer has the authority to review and establish the minimum standards of safety for all individuals on-site at any time.

In performance of work under this contract the contractor shall, as a minimum, satisfy all Federal, state and local statutes, regulations, ordinances, etc., regarding health and safety. The contractor shall implement and manage a Health and Safety Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120/121 for activities at hazardous waste sites.

The contractor shall ensure that all contractor personnel working at the site are in compliance with EPA, OSHA, state, and minimum standards as specified by the Project Officer. The required level of protection may be specified by the On-Scene Coordinator (OSC), and shall be followed by the contractor. The OSC's determination of the required level of protection at all times shall not be subject to the "Dispute" clause of this contract.

Rather, if the contractor has a dispute with respect to health and safety, which cannot be resolved between the OSC, and the contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, NJ, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolution process, the contractor may not delay implementation of an OSC directive pertaining to health and safety.

When a specific site safety plan is required as part of a task order to be developed by the Contractor, such plan shall be submitted to the OSC for review and approval prior to commencing work. Upon receipt of the OSC's approval, the contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the OSC. If a site safety plan is provided by the Government, the contractor agrees

to follow such plan unless objections are made known to the OSC within twenty-four (24) hours (or less if specified in the Task Order) of its submission to the contractor. In any event, commencement of cleanup services without notification to the OSC of any objections will be deemed to constitute acceptance of the safety plan.

Notwithstanding the EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by the EPA.

Answer:

Region 3's Health and Safety provision has been added to the draft RFP.

Question 63:

Page H-36 ,37 of 40, H.43 Site Specific Travel

What is the purpose of this clause? The contract is covered by the cost principles which includes FAR PART31.205-46 Travel Costs. I don't see where this clause adds any additional value.

Answer:

This provision has been removed from the solicitation.

Question 64:

H.47 b RCMS minimum system requirements

- (b) Minimum hardware requirements for the system are:
- IBM compatible computer (MS-DOS)
- One 5 1/4" floppy disk drive or 3 1/2" diskette
- 4 megabytes of available hard disk space
- 640 k bytes RAM
- parallel printer

In the clause H.47 Removal Cost Management Software System (RCMS) it has requirements that seem outdated. No one currently has access to a 5 1/4" floppy drive. 3 1/2 drives are few and far between but are available. I would also suggest rather than indicating a parallel printer, specify a "printer", or "parallel or USB printer". Parallel printers are being phased out.

Answer:

This provision has been changed to reflect the more current requirements.

Question 65:

Please assure that Region 1 specific H.35 Response Time criteria is added (forwarded by John on 8/12) and incorporates our Removal Program's comments on Att. 9, Response & Key Personnel Qualifications (forwarded by Maggie Leshen to Carolyn Rossman on 8/10 and by John to you separately).

Answer:

Region 1's Response Time Criteria have been added.

Question 66:

Clause H.47, RCMS, delete requirement for ACO to get an archive disk. ACOs do not have access to RCMS and therefore have no use for the disk.

Answer:

This change has been executed.

SECTION I

Question 67:

" Ref FAR clause 52.244-5, dated December 1996, found in Draft Solicitation Sect. I.10 (b), page I-15 of 17: May the offeror propose to award subcontracts on a non-competitive basis to any active Mentor- Protégé relationship approved by the federal government, particularly an agreement which has been approved and is currently in good standing with the U.S. Small Business Administration (SBA) or with the Environmental Protection Agency (EPA)? "

Answer:

FAR Part 52.244-5 (b) states:

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protége Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

SECTION K

Question 68:

Section K – Representations, Certifications, and Other Statements of Offerors

Are Reps and Certs required to be submitted for team-firm subcontractors?

Answer:

No, only prime contractor.

SECTION L

Question 69:

L.11 Past Performance Information

(b) Does EPA require a list of team-firm subcontractors or a listing of all vendors with whom subcontracts were issued?

Answer:

No, only Team-Firm subcontractors.

ATTACHMENT 1

Question 70:

Reference PWS, Attachment 1, Exhibit D: Put an * next to "2-way radio communications (intrinsically safe)" for LEVELs A, B & C. The comment that it * refers to is the following: "Hot Zone Radio as specified at the following website: <http://www.epa.gov/oamsrpod/erc/bpa/crosswalk.pdf>. This requirement is subject to change during the term of the contract." This is subject to change because EPA may change its equipment in which case the contractor will have to in order to ensure compatibility during a response. (John can correct me if I have explained this adequately.)

Answer:

Our communications OSC raised the concern that contractors should not be able to purchase radios with EPA frequencies on them. We should be able to supply them to the contractor, but get them back when the contract ends.

Question 71:

Attachment 1 – Performance Work Statement

It appears that Attachment 13 Instructions for the Preparation of Technical and Cost Proposal, and Attachment 14 Technical Evaluation Criteria were built on the Draft Scope of Work (dated

5/18/04) as opposed to the Performance Work Statement included in this version. For example, the sub elements under each of the Technical Requirements in the Draft SOW dated 5/18/04 are an exact match of the sub elements presented in this RFP Draft in the Instructions and Evaluation criteria. Please clarify.

Answer:

Attachment 13 and 14 will be reviewed to ensure consistency with the PWS and Section B.

Question 72:

II Technical Requirements, A. Response Activities, 4. Federal Disaster Response

What type of Federal Emergency Management Agency (FEMA) training is required to perform damage assessment as described in the last sentence of this section?

Answer:

None in Region 10, suggest Region 4 clarify since they have more FEMA incidents.

ATTACHMENT 3

Question 73:

What quantities for the items listed in Attachment 3 are expected to be provided by the contractor? If the EPA Region owns some of these items, will the equipment be made available to the contractor for use? If so, will the contractor be expected to store, maintain, and calibrate this equipment? If yes, will this effort be covered by a Task Order or TDD?

Answer:

Quantities required would be a region-specific decision. EPA owned equipment may be made available for contractor/shared use. Contractor may be tasked to maintain and calibrate equipment, however, storage will be at a government acquired warehouse.

Question 74:

Can a team-firm subcontractor of the START prime contractor be allowed (or authorized) to make purchases on the Blanket Purchase Agreements (BPA) for equipment to be used by the team subcontractor on the START contract?

Answer:

Yes

ATTACHMENT 5

Question 75:

B. Reporting Requirements for RCMS or Equivalent Cost Tracking System

The title implies that this report will be generated by RCMS, or an equivalent cost tracking system that is capable of generating daily and weekly costs, if needed. Is RCMS a requirement, or if the contractor has a system compatible with RCMS, and it is described as such in the proposal, is that acceptable?

Answer:

The provision has been changed to clarify that the use of RCMS is mandatory

Question 76:

D. Incident Command System (ICS) Report

Where are the training requirements specified in the PWS (Attachment 1)? What section of the PWS presents the training requirements? What are the training requirements?

Answer:

EPA is still drafting a response to this question, additional information will be provided approximately 14 days after initial posting of this document.

Question 77:

REPORTS OF WORK: Add Subcontract Report. Annual Allocation report should also go to CO. No report should go directly to Removal Manager as they are not part of the contract, should go through CO.

Answer: A subcontract report will not be included in the Reports of Work Section. Annual Allocation of Non Site Specific Costs will go to the Program Costing Staff and Project Officer.

Question 78:

Please assure us that Attachment 5, Reports of Work, will be modified to reflect Region 1's requirements previously provided (see third attachment below). Site Assessment reports are obviously important to that program and requirements an offeror needs to be aware of when pricing their proposal. We also use the monthly report format described therein. Other comments on this attachment; (a) The Annual Allocation Report in the first table only goes to the office cited in Section E of this attachment. Two copies is the correct number but the PO and CO don't get one. (b) Section C indicates "if applicable" for the reporting requirement for emergency response equipment. When/how is it determined that this report is applicable? (c)

Why are the reports in Section C and D due based on the fiscal year schedule versus contract years? It seems that this would make more sense especially if they get factor into NIH and/or AT evaluations.

Answer:

The Reports of Work section has been modified as of 9/22/04 and was sent to Region 1.

ATTACHMENT 9

Question 79:

Can General Contract Key Personnel be part of the Core Readiness Team?

Answer:

Yes

Question 80:

Personnel

General Core Readiness Team Proficiency Requirements:

Our understanding of the General Core Readiness Team Proficiency Requirements is that the contractor will provide a team of technical responders who among them can provide 100% of the criteria listed in items 1-13. Is our understanding correct?

Answer:

Yes

Question 81:

General Contract Key Personnel Qualifications

Spill Prevention Control and Countermeasures/Facility Response Plan (SPCC/FRP) Coordinator:

Are the position requirements "Oil field background an essential activity" and "Understanding of all safety protocols for field inspections related to oil field activities" a requirement for all EPA Regions?

Answer:

No, these are not requirements for all regions.

Question 82:

Geologist:

Item 10 states that they must maintain state certification for each of the five states in Region 6. Will this requirement be in place for each region? Is it acceptable to have several geologists that have certification between them, or is it a requirement that one person be registered in all states within the region?

Answer:

It is acceptable to have several or one for the entire region.

Question 83:

1. On page 10-4, under #1 of the General CORE readiness Team Proficiency requirements, the typical areas of "division/group supervisor, strike team leaders" should be deleted, it is too confusing.
2. On page 10-5, Should the Core Readiness Team Leaders include data management, SCRIBE, RCMS and ICS 200, 300, 400 version?
3. On page 10-6, Should the Readiness Coordinator Requirements include familiarity with ICS?
4. page 10-7, Industrial Hygienist, should it include Cameo or other dispersion models?

Answer:

EPA is still drafting a response to this question, additional information will be provided approximately 14 days after initial posting of this document.

- 1.
2. ICS 200, 300 and 400 are levels of training and not data management elements. SCRIBE and RCMS can be processed by administrative personnel and not necessarily managers or Team Leaders. This is a competitive Performance-Based-Service-Acquisition. Each contractor will propose how they intend to comply with the requirements and be evaluated on the basis of best-value to the Government.
3. Yes
- 4.

ATTACHMENT 10

Question 84:

We do not understand the reason for including Att. 10, Health & Safety Plan. If this is referring to the contractor's plan, we see no reason for it being incorporated. At no time would we be approving their corporate H&S plan.

Answer:

(Under REAC) We wanted to receive a copy of our contractor's Health and Safety plan for our assurance that appropriate procedures were in place to meet the standards of our medical monitoring program. The contractor's H&S must meet the standards of our program which are expressed in our PWS and medical monitoring program attachment to the contract.

We have and will have required the corporate health and safety plan to be submitted as part of the offeror's proposal, prior to award not after. This way we ensure prior to award of the START contract that the contractor is compliant with 22CFR1910.120. We include it as part of the Government's responsibility determination.

ATTACHMENT 11

Question 85:

What is the proposal requirement regarding Attachment 11? Please clarify.

Answer:

There is no proposal requirement for this attachment. The provision entitled "Environmentally Preferable Practices" States:

The contractor shall, to the greatest extent practical, utilize environmentally preferable practices in their course of business. This includes, but is not limited to, doing those environmentally-related activities and purchasing those products listed in Attachment 11 of the solicitation entitled Environmentally Preferable Practices.

ATTACHMENT 13

Question 86:

There are no proposal format instructions in the Cost or Pricing Proposal Instructions. Please provide. There is no mention of the Standard Form 33 or Reqs and Certs in the Cost or Pricing proposal instructions. Where should they be included in the cost proposal? General Comment: I'd like to see a page limit established for the technical proposal. Any reason we can't do that?

Answer:

Clarification on Sections B, L and M along with Cost or Pricing Instructions and Technical Proposal Instructions will be forthcoming under separate posting within 10 days. Yes, a page limit on technical proposal will be included.

Question 87:

Page 13-13 of 26 We should give a projected contract start date so that appropriate escalation can be added for the year 1 base rates which will be used as the basis for the remainder of the computations.. We should BOLD the sentence "Fully burdened hourly rates should be developed for both Non-Level A and Level A responses.'

Answer:

The requested sentence has been bolded.

Question 88:

Page 13-19 of 26 Table 4 Cost Model. Add " The proposal should be priced using the computed hourly rates from Table1 for the entire period of performance.. No escalation for years 2-10 should be included as this will be taken care of through the economic price adjustment clause.

Answer:

This language has been added.

Question 89:

Reference Cost Proposal Instructions. (a) Under labor, paragraphs 3,4 & 5 (page 13-21 of 26) should all be deleted. This language is applicable to ERRS not START activities; (b) Reference Table 5, Equipment Rates. Recommend that only a daily rate be priced. If decide to include all the rates (hrly, wkly, etc.) need to make sure contractors "define" what a day, week, month is. For example, the contractor may charge an hourly rate up to 6 hours then convert to a daily rate; (c) Offerors are going to be providing information on equipment which they will have available for use under the contract. Are we going to get price lists for this equipment so we know what we'll be charged? We don't think that the Table can account for the universe of equipment which potentially can be used under the contract but we'll need to know how we'll be charged and that the rates have been determined reasonable.

Answer:

Clarification on Sections B, L and M along with Cost or Pricing Instructions and Technical Proposal Instructions will be forthcoming under separate posting within 10 days.

MISCELLANEOUS COMMENTS:

Question 90:

It appears that some of these clauses are carrying over from the previous Region 1 START contract, which had a fixed price portion. If that the case we need to make sure those references

go away.

Answer:

We have tried to eliminate all provisions which refer to fixed price. If some specific provisions still exist, please point them out.

Question 91:

What percentage of the work must a small business prime contractor perform itself?

Answer:

We have received several questions related to START III and the percentage of work a small business prime contractor must personally provide to be considered for award of a small business set-aside or be deemed an acceptable small business proposal in an unrestricted solicitation.

We have all heard of the 50% rule where over 50% of the work must be performed by a small business. What if a small business had expertise and ability to directly perform 27% of the START III work and had a good track record of subcontract management. They proposed to use a small business team subcontractor who has expertise covering an additional 15% of the START III scope. They also propose as team subcontracts, another small business and two (2) different 8(a) firms with each of the three (3) having different expertise in an additional 10% of the START III scope. This would mean the small business prime contractor is doing 27% of the work (as opposed to 51% himself) and is supported by a small business firm doing 15%; another small business firm doing 10% for a total of 52% of the work being done by 3 different small businesses. Another 20% of the work is done by two (2) different 8(a) firms for a total of 72% of the work done by a teaming arrangement of five (5) different small businesses and 8(a) firms. The remaining 28% (the single largest service provider on the team, but not the prime proposing contractor) is done by a team large business subcontractor. Does this teaming arrangement meet the 51% rule and is this a valued small business proposal?

If the solicitation is unrestricted, the prime small business or 8(a) firm can perform any amount of work they are capable of doing. This can be as much or as little as supported in their cost and technical proposal.

If the solicitation is a small business set-aside, an 8(a) set-aside, when authority exists on an unrestricted procurements where a concern is trying to claim a 10 percent small disadvantaged business (SDB) price evaluation preference, the answer to these questions depends on the NAICS Code and what the Government is buying. The answer is covered in 13 CFR 125.6.

§ 125.6 Prime contractor performance requirements (limitations on subcontracting).

(a) In order to be awarded a full or partial small business set-aside contract, an 8(a) contract, or an unrestricted procurement where a concern has claimed a 10 percent small disadvantaged

business (SDB) price evaluation preference, a small business concern must agree that:

- (1) In the case of a contract for services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees.
- (2) In the case of a contract for supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials).
- (3) In the case of a contract for general construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials).
- (4) In the case of a contract for construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including the cost of materials).

Although the statutory authority for the 10% SDB price evaluation expired earlier this year, the definitions and percentage of work to be performed still apply. In the case of START, § 125.6(a)(1) would apply, which means the prime MUST perform 50% of the work.

In the scenario described above, several of the small and/or 8(a) firms could formally establish a new legal entity under a Joint Venture that would have to be capable of performing at least 50% of the work and would have to be recognized by SBA as a valid small business, 8(a) or SDB prior to the contract award date in order to obtain either a small business or 8(a) set a-side award..

Question 92:

Since this has the potential to be at least a 7 year and now maybe a 10 year contract, we should consider including the annual closeout requirement (this is in our 10 year RAC contracts) for this procurement.

Answer:

EPA is still drafting a response to this question, additional information will be provided approximately 14 days after initial posting of this document.

Question 93:

On ICS...

It was suggested that the following issues regarding ICS be addressed in the solicitation.

Contractor training, qualification and use of ICS, ICS terminology, ICS processes and systems. The potential for non-OSCs directing contractors working in ICS groups or divisions under the supervision of another local, state or federal agency's Operations Section Chief or group/division Supervisors, formation of contractor Strike Teams or Strike Forces in the Operations Section, replacing the use of Daily Work Orders with Incident Action Plans to provide direction and scope of work for the contractor, dispersing contractor personnel throughout the ICS structure

(contractor admin. moving to the Finance/Administration Section, logistics person moving to the Logistics Section, Removal Manager working in the Operations Section, safety person working for the Safety Officer, etc.).

Answer: The issues raised in the first sentence may need some clarification, it would be nice if the person providing the comments helped draft better wording. Maybe we can just reference existing documentation.

The rest is speculative and can be addressed at the Task order level.

Question 94:

On Site Specific Invoicing...

Only thing I would add is that if directed by the PO/COTR, the contractor can pre-fill in the IFMS Line reference on the site attachment. The Invoice Approving Official will still verify it. If it is incorrect, or the contractor doesn't know it yet because the obligation is new, then the Invoice Approving Official can fill it in. Plus, if we get it electronically, then we can just enter it on the sheet. We might need the invoice as a pdf but, get the site attachment as a pdf plus as a spreadsheet....to be corrected if necessary.

Answer:

This question is addressed as follows:

- 7 **IFMS line Reference** - Column shall be left blank unless directed by the Project Officer (PO) or Contracting Officer Representative (COR) to pre-fill in the IFMS line reference. If not directed by the PO or the contractor does not have the IFMS line reference number, this column shall be left blank and the PO or COR will insert this information. This three-digit line reference is found in the Electronic Payment System (EASY), the EPA Financial Data Warehouse or on the Invoice Approval Form (2550-19T) . The PO or COTR will verify the line reference number if it is pre-filled by the contractor.

Question 95:

Still need to add EPAAR 1552.235-76 to RFP

Answer:

This provision has been added to the solicitation.

Question 96:

We have received a question related to START III and the percentage of work a small business prime contractor must personally provided to be considered for award of a small business set-

aside or be deemed an acceptable small business proposal in an unrestricted solicitation.

We have all heard of the 50% rule where over 50% of the work must be performed by a small business. What if a small business had expertise and ability to directly perform 27% of the START III work and had a good track record of subcontract management. They proposed to use a small business team subcontractor who has expertise covering an additional 15% of the START III scope. They also propose as team subcontracts, another small business and two (2) different 8(a) firms with each of the three (3) having different expertise in an additional 10% of the START III scope. This would mean the small business prime contractor is doing 27% of the work (as opposed to 51% himself) and is supported by a small business firm doing 15%; another small business firm doing 10% for a total of 52% of the work being done by 3 different small businesses. Another 20% of the work is done by two (2) different 8(a) firms for a total of 72% of the work done by a teaming arrangement of five (5) different small businesses and 8(a) firms. The remaining 28% (the single largest service provider on the team, but not the prime proposing contractor) is done by a team large business subcontractor. Does this teaming arrangement meet the 51% rule and is this a valued small business proposal?

Answer:

The answer to these questions depends on the NAICS Code and what the Government is buying. The answer is covered in 13 CFR 125.6.

§ 125.6 Prime contractor performance requirements (limitations on subcontracting).

(a) In order to be awarded a full or partial small business set-aside contract, an 8(a) contract, or an unrestricted procurement where a concern has claimed a 10 percent small disadvantaged business (SDB) price evaluation preference, a small business concern must agree that:

- (1) In the case of a contract for services (except construction), the concern will perform at least 50 percent of the cost of the contract incurred for personnel with its own employees.
- (2) In the case of a contract for supplies or products (other than procurement from a non-manufacturer in such supplies or products), the concern will perform at least 50 percent of the cost of manufacturing the supplies or products (not including the costs of materials).
- (3) In the case of a contract for general construction, the concern will perform at least 15 percent of the cost of the contract with its own employees (not including the costs of materials).
- (4) In the case of a contract for construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract with its own employees (not including the cost of materials).

Although the statutory authority for the 10% SDB price evaluation expired earlier this year, the definitions and percentage of work to be performed still apply. In the case of START, § 125.6(a)(1) would apply, which means the prime MUST perform 50% of the work. In the scenario described above, several of the small and/or 8(a) firms could formally establish a new legal entity under a Joint Venture that would have to be capable of performing at least 50% of the work and would have to be recognized by SBA as a valid small business, 8(a) or SDB prior to the contract award date in order to obtain either a small business or 8(a) set a-side award.

Question 97:

Attachment 9 - Response and Key Personnel Qualifications, General Contract Key Personnel Qualifications, Toxicologist/Risk Assessor: The proposed position requirement for this key person is to conduct both human health and ecological risk assessments. In practice, a Board Certified Toxicologist focus is on the human health risk assessment only. The ecological risk assessment is typically performed by another person skilled in this subject area. How does EPA suggest that an offeror respond to this requirement considering the similar, but different practices. Should this position be split into two positions (human health risk assessor and ecological risk assessor) that fit the typical approach for conducting these risk assessments? Please advise.

Answer:

EPA is still drafting a response to this question, additional information will be provided approximately 14 days after initial posting of this document.

Question 98:

Attachment 13 - Instruction for the Preparation of Technical and Cost Proposal, Table 5 - - Equipment Rates: Standard equipment rental rates are based upon daily rates at a minimum, i.e., not hourly rates, because once equipment is released from the rental facility the rental period begins for at least the day until it is returned to the rental facility and available to all customers. Does EPA expect to have offerors bid hourly rates, and if so, how should the offeror respond for the hourly rate requirement? Is “Not Applicable” acceptable?

Answer:

Clarification on Sections B, L and M along with Cost or Pricing Instructions and Technical Proposal Instructions will be forthcoming under separate posting within 10 days.