

Office of Resource Conservation and Recovery Mission Support
PR-HQ-09-14157
Solicitation Questions and Answers

1. The solicitation does not specify a start date for offerors to use in preparing their cost proposal. What date should offerors assume as an anticipated start date for proposal preparation?

Answer: For proposal preparation purposes, offerors may assume a start date of October 1, 2010.

2. Given the 50-page limitation for the Technical Proposal, please confirm that copies of each Client Authorization Letter to be included as part of Section 5. Past Performance, as required by RFP section L.2. Technical Proposal Instructions, will be excluded from the page count.

Answer: Client authorizations Letters are no longer required to be included in the Technical Proposal as part of Section 5. Please see the revised language in Amendment 1, L.2 Proposal Preparation Instructions - Technical Proposal Instructions Section 5 – Past Performance.

3. In Section L.2 of the RFP, Section 4 – Qualifications, Experience, and Availability of Key Personnel states that the offeror shall include the information required by EPAAR 1552.237-72, Key Personnel. This section identifies four positions – Program Manager, Project Manager, Senior Engineer, and Senior Scientist. Please clarify whether an offeror can propose more than one person for each Key Personnel position or whether this is limited to one person for each Key Personnel position (total 4).

Answer: Offerors shall propose only one person for each key personnel position listed in EPAAR 1552.237-72. Please see Amendment 1, L.2 Proposal Preparation Instructions - Technical Proposal Instructions Section 4 – Qualifications, Experience, and Availability of Key Personnel.

4. RFP Section L.8 (page L-7): The cutoff amount for subcontractors to also submit past performance information is \$10,000. This seems unusually low, compared to the subcontract amount (e.g., \$500,000) we have seen in other EPA solicitations. At the \$10,000 cutoff, we would anticipate that all of our subcontractor team members would be required to submit past performance questionnaires. Given the limited page number of the technical proposal, this will deduct from the number of pages offerors could utilize to effectively present their qualifications for other sections of the proposal. Would EPA consider increasing the subcontract value cutoff for including subcontractor past performance information?

Answer: The cutoff amount to submit past performance information is raised to \$100,000.00. Please see Amendment 1, L.9 EPAAR 1552.215-75 Past Performance Information, paragraph (a).

5. RFP Section L.2 (page L-5): The proposal instructions for Section 5, Past Performance, requires offerors to include in the technical proposal the information required by EPAAR 1552.215-75 and a copy of each client authorization letter sent to sources of past performance. Moreover, RFP Section

L.8(e)(2) (page L-8) requires offerors to send client authorization letters and past performance questionnaires to individual past performance references within three days of proposal submission, with a copy of each to the Contracting Officer. Given the 50-page limit and the fact that offerors must also email the letters and questionnaires to the Contracting Officer separately from the proposal, would EPA consider deleting the requirement to include copies of the client authorization letters in the technical proposal? Or alternatively, would EPA allow offerors to include the client authorization letters in an attachment to the technical proposal that is not subject to the 50-page limit?

Answer: See answer to question 2.

6. RFP Attachment 2, Page 2-4 of 4: There appears to be a typo in table level of effort. For labor category Project Manager, the number for Year 2 is 20002 instead of 2000.

Answer: The table in Attachment 2 has been revised to remove the typo. Please see Amendment 1, Attachment 2 - Level of Effort and Other Direct Costs Estimates.

7. RFP L.2, Appendix A – Subcontracting Plan requirement, Page L-3: Small Business Subcontracting Plans include price and cost data; including this Plan in the technical proposal is counter to the requirement to omit all price or cost details from the technical proposal. Would EPA consider allowing offerors to include the Small Business Subcontracting Plan in the cost proposal to ensure that no cost information is included in the technical proposal?

Answer: The offeror's submission of the Subcontracting Plan has been moved from the Technical Proposal to the Price Proposal. Please see Amendment 1, L.2 Proposal Preparation Instructions - Technical Proposal Instructions Appendix A and Price Proposal Instructions Appendix A.

8. For pricing purposes only, are the ODCs listed on the table of page 2-4 of 4 inclusive or exclusive of G&A/material handling costs?

Answer: Offerors are reminded of the following statement in section L of the solicitation that "Government provided estimates for LOE and ODCs are for evaluation purposes only and will not be incorporated into any resultant contract. Actual LOE and ODCs will be finalized at the Task Order level." The ODCs included in the solicitation are inclusive of estimated G&A and Overhead.

9. On page L-1 of 11, the RFP states that "each paragraph shall be separated by at least one 12-point line." Please confirm that the Government would not expect proposals to provide a 12-point line after headers or bullets.

Answer: Offerors shall follow the page limitation instructions described in L.2 Proposal Preparation Instructions.

10. With respect to the number of hard copies, please confirm that offerors are to provide 7 hard copies (1 original and 6 copies) of the technical proposal and 3 hard copies (1 original and 2 copies) of the cost proposal.

Answer: The requirement to submit proposals in 1 original and XX hard copies is included in the Technical and Price Proposals instructions. Please see Amendment 1, L.2 Proposal Preparation Instructions - Technical Proposal Instructions/Price Proposal Instructions.

11. On page L-8 of 11, the RFP states that Client Authorization Letters and copies of the Past Performance Questionnaire should be mailed or emailed to individual references no later than 3 working days after proposal submission, and that the offer should forward a copy of the correspondence to the Contracting Officer simultaneously with sending references. However, on page L-3 of 11 the RFP states that the Past Performance section of the technical proposal shall include a copy of each Client Authorization Letter sent to sources of past performance. Please confirm that it is not necessary to include Client Authorization Letters in the technical proposal since they are not required to be sent until 3 days after proposal submission.

Answer: See the answer to question 2.

12. Please confirm that copies of the Client Authorization Letters are excluded from the limit of 50 pages.

Answer: See the answer to question 2.

13. Please confirm that divider pages are excluded from the limit of 50 pages.

Answer: Divider pages are excluded from the page limitation and any information provided on dividers will not be evaluated.

14. Section H.2 (c) (ii) indicates that the contractor will be ineligible to “enter into a business or financial relationship with any individual or company which may support or affect any efforts to contest, oppose, or influence the contents or limitations of regulations or policies related to the subject act.”

(1) It is possible that a contractor may have a business or financial relationship with a company and be completely unaware that the company is attempting to support or affect the contents of regulations or policies related to the contract. If the contractor is not aware of the company’s activities related to the regulations and does not participate in those efforts, does a conflict of interest exist?

Answer: It is not possible to make a well informed conflict of interest determination based on this hypothetical scenario. The facts surrounding each potential conflict of interest are specific and germane to that situation. In accordance with paragraph (f) of this clause: "The contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups,

security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer." If the contractor believes that this clause should not flowdown to a specific subcontract because the subcontract is for nondiscretionary technical or engineering services, then in accordance with paragraph (f) of this clause: "The contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis."

(2) Is it permissible for a contractor to have a contractual relationship with a company that [may] contest, oppose, or influence the contents or limitations of regulations or policies if the purpose of the contract is completely unrelated to the regulation?

Answer: It is not possible to make a well informed conflict of interest determination based on this hypothetical scenario. The facts surrounding each potential conflict of interest are specific and germane to that situation. In accordance with paragraph (c) of this clause: "If the contractor is awarded a Task Order under this contract for work related to one of these laws, the contractor will be ineligible to: ...(ii) Enter into a business or financial relationship with any individual or company which may support or affect any efforts to contest, oppose, or influence the contents or limitations of regulations or policies relating to the subject act." If the contractor believes that these restrictions should not apply to a specific business or financial relationship, then in accordance with paragraph (c) of this clause: "These restrictions may be waived by advanced written authorization from the cognizant EPA Contracting Officer."

(3) If a subcontractor has a business relationship with a company that is involved with contesting, opposing, or influencing the contents or limitations of a specific regulation, will it be acceptable to EPA if the Contractor and Subcontractor mitigate this potential conflict of interest by excluding the subcontractor from any work assignment related to the regulation in question?

Answer: It is not possible to make a well informed conflict of interest determination based on this hypothetical scenario. The facts surrounding each potential conflict of interest are specific and germane to that situation. In accordance with paragraph (c) of this clause: "If the contractor is awarded a Task Order under this contract for work related to one of these laws, the contractor will be ineligible to: ...(ii) Enter into a business or financial relationship with any individual or company which may support or affect any efforts to contest, oppose, or influence the contents or limitations of regulations or policies relating to the subject act." If the contractor believes that these restrictions should not apply to a specific business or financial relationship, then in accordance with paragraph (c) of this clause: "These restrictions may be waived by advanced written authorization from the cognizant EPA Contracting Officer."

15. Given that the work could be ordered as Time & Materials or Fixed Price Task Orders, all the requirements listed at F.2 Monthly Progress Report do not apply to Fixed Priced Contracts. Can this clause be amended to reflect this difference?

Answer: The Monthly Progress Reports clause has been tailored to meet the specific requirements of this contract. Please see Amendment 1, F.2 EPAAR 1552.211-72 Monthly Progress Report, paragraphs (a), (c), (d) and (e).

16. Will EPA propose a start date for the purposes of proposal preparation?

Answer: See the answer to question 1.

17. In Section L.2 (Technical Proposal Instructions) under Section 6, Small Disadvantaged Business Utilization, please confirm that this information should be placed in the technical proposal as it will contain cost information (see Section L.9).

Answer: The allowance for cost information required by EPAAR 1552.219-72 Small Disadvantaged Business Participation Program (Tailored) is included in the Technical Proposal instructions. Please see Amendment 1, L.2 Proposal Preparation Instructions - Technical Proposal Instructions.

18. I was hoping you could tell me if there are incumbents, and who they are, for the above mentioned solicitation, or if this is a new contract?

Answer: The incumbent contractor is ICF Incorporated, LLC, contract no. EP-W-07-003.

19. Associated with the captioned procurement, I have a question about the applicability of the 1552.209-74 Limitation of Future Contracting, Alternate V clause. There are several contracts referenced that precluded would preclude firms holding these contracts from participating in this procurement (e.g., ERRS, ESS, RAC). Would EPA allow a firm to perform on this contract if a firm holds other EPA contracts such as the RCRA Enforcement and Permitting Assistance contracts? Given that the REPA contract is used to implement RCRA as well as other programs including CERCLA, we are interested in obtaining clarification from EPA. I have attached the scope of work for the REPA contract for your reference.

Answer: Clause 1552.209-74 Limitation of Future Contracting, Alternate V in solicitation PR-HQ-09-14157 describes the limitations on future contracting for this requirement. The limitation of future contracting clauses in the RCRA Enforcement and Permitting Assistance (REPA) contracts describe the limitation of future contracting in those contracts. A firm is eligible for award if it does not have a conflict of interest in accordance with the appropriate limitation of future contracts clause and all other conflict of interest clauses and provisions.