

Questions and Answers # 2. Posted 12.29.2011

1. Scope of work, total project budget – the total project budget is set at \$720,000. Is this the \$720,000 amount budgeted just for the Brownfield engineering and site clean-up work that will be performed by the Consultant or will the \$720,000 also be used to cover work or expenditures by entities other than the Consultant that performs the Brownfield engineering and site clean-up scope? If funding is to be used for multiple activities, what is the amount available for engineering and clean-up?

See answer to question # 11 from first Q & A dated 12.22.2011

2. Scope of work, documents required by funding sources. What documents are required by “the funding sources” that the Consultant will be required to prepare?

The successful candidate will be familiar with EPA expectations of the consultant community in supporting EPA grantees and the documents that EPA requires to be completed and filed. This will be evidenced by a discussion of qualifications and experience provided by the Consultant for review.

Notice was provided at the Bidders Conference of a workshop that was being conducted by EPA Brownfield that would “ *will cover a variety of topics useful in the day-to-day operations of these grants and include plenty of time for questions and answers. Topics include:*

- ***All Appropriate Inquiry***
- ***Quality Assurance Plans***
- ***Historical Preservation***
- ***Site Eligibility***
- ***Key Grant Terms & Conditions***

The presentations and discussions are intended to help the consultant community proactively manage grant activities, and effectively partner with EPA, the states, and your clients (our grantees).” from EPA Brownfield Website announcement of training.

3. What is the expected or needed to comply with the requirement when “documenting the required cost shares and matching requirements”?”

It is important that the successful candidate be familiar with what is required to meet EPA Administrative Conditions and Programmatic Conditions Required with the Cooperative Agreement. This information is contained in Attachment C. Specific information related to cost sharing is found under Programmatic Conditions, with reference to 40CFR Parts 30 and 31. In addition, please refer to Section III, Financial Administration Requirements of the Administrative Conditions for further information.

4. Task 3, “Other forms and reports as may be required by NOI” – please provide a list of forms and reports that NOI will require.

NOI reserves the right to request other forms and reports as may be required.

5. The terms “Contractor” and “Consultant” are used throughout the document; what is the difference under the Contract?

The terms “Contractor” and “Consultant” are used interchangeably in the document.

6. Task 3, “Fair share objective” – most of the subcontract and purchase opportunities are solidified during the proposal phase prior to award. What is the likelihood that the “negotiated goals between the EPA and the State of Connecticut” will exceed the 3% MBE and the 5% WBE goals currently reflected in the US EPA administrative Conditions?

The 3% MBE and the 5% WBE goals currently stated in the Administrative Conditions reflect the negotiated goals between EPA and the State of CT. These are the minimum goals that NOI will be looking for.

7. Programmatic Conditions – what is included in “records” that are subject to EPA review?

EPA and NOI reserve the right to review any records related to the administration and implementation of the Agreement.

8. Price proposal – what is meant by the phrase “scaled fee statement”? The words “not-to-exceed” are used with the words “lump sum.” These terms suggest two different things. Is this intended to be a lump sum project at a set price (not considering any authorized changes) or is this considered to be a variable price project?

See answer to question # 10 from first Q & A dated 12.22.2011

9. Insurance requirements – Builder’s Risk Coverage, since the project is for remediation, what are the values that need to be insured?

Values will be provided when the location and scope of work is determined

10. Insurance requirements – Professional Liability Coverage and Contractor’s Pollution Liability Coverage; will it be acceptable to provide both coverages under a combined policy with an aggregate limit of \$5,000,000? Also, Contractor’s Pollution coverage policies are typically issued on a “Claims Made” basis. Will Claims made coverage be acceptable?

Yes. "Claims Made" basis is acceptable.

11. Insurance requirements – NOI cannot be added to insurance policies as a named insured and copies of insurance policies are not made public. Will adding NOI as additional insured be sufficient and showing coverage via an insurance certificate be sufficient? Additional insured provisions are not added to an insurance policy until after award. Can evidence of insurance be submitted with the proposal to document required insurance coverage?

For Builder's Risk and other Property or Inland Marine coverage’s, NOI can be made a Named Insured along with the contractor.

For Liability coverage’s, being added as Additional Insured is proper & sufficient. NOI will be requesting copies of the actual endorsements adding NOI as Additional Insured. Samples of the coverage wording /endorsements that will be used upon award should be provided in the Application.

In addition, NOI is requiring an Owner's Protective Liability Policy (OCP). The term of the policy should be equivalent to the term of the project. A limit of \$1,000,000 per occurrence / \$2,000,000 aggregate is being requested. This is in addition to being named as Additional Insured on the contractor's liability policies.

12. Insurance requirements – waiver of subrogation; if policy does not automatically provide endorsement, is waiver of subrogation required?

Waiver of Subrogation is required whether automatically provided by the contractor's policies or not. There are virtually no policies where it could not be added by endorsement

13. Administrative conditions – 1. Payment to Consultants – How is the salary rate limit tracked under a lump sum project or under firm-fixed hourly rates? How does this salary rate limit get applied to the Contractor?

EPA Administration Conditions - Payments to Consultants must be adhered to by the successful Applicant. Please refer to #10 in the Q & A issued on 12.22.2011

14. Administrative conditions – 9. Mandatory Non-profit Recipient Training – will the Contractor selected to perform the work for NOI be required to send any employees to this training?

The Non-Profit Recipient Training is a web based training program. It would be beneficial for the successful applicant to go through this training to understand better understand various EPA processes. It is not required.

15. Programmatic conditions – to what extent do these conditions apply to the Contractor receiving award of the Contract from NOI? In particular, refer to the Financial Administration Requirements.

Any and all Administrative and Programmatic conditions which exist as part of the Cooperative Agreement between the US EPA and NOI, are passed on to the successful applicant.

16. Payment and Closeout – A. Payment Schedule. Does this section apply to Contractor? What is meant by the term “reimbursement basis”?

All payments made by NOI to the successful applicant will be on a “reimbursement basis”.

17. Davis Bacon Terms and Conditions – has a Wage Determination been requested for the project? If so, can it be furnished to Bidders?

At this time a Wage Determination has not been requested.

18. General – payment for services; how often will Contractor be allowed to submit for work performed? Are progress payments authorized? What are the terms of payment, i. e. Net 30?

A payment schedule will be negotiated as part of the overall contract with the successful bidder. NOI acknowledges that this project is operating on a reimbursement basis, and will be sensitive to the timing of payments and the terms of payment.

19. General – can NOI provide a copy of the proposed Contract document, with any other Terms and Conditions other than those provided in the RFP, that the Contractor will be expected execute to bind the parties?

The Contract will be made available as part of Contract negotiations.

20. The RFP section entitled "Scope of Work" (pg 4) references Brownfield Work Plans and indicates they are provided in Attachment A. Attachment A lists the Phase One, Phase One Fig., Phase II, Hazardous Building Materials Assessment, Hazardous Building Materials Assessment Attachment One, and Hazardous Materials Assessment Attachment Two as the documents provided on the web site. We located all of these listed documents on the web site, but did not find the Brownfield Work Plans. Are they available, and if so where?

Work Plans are contained in the body of the RFP. Please refer to Work Plan Tasks starting on Page 4 of the RFP.

21. We could not locate Tables 1, 2, 3 and 4 from the asbestos survey. Are they available and if so where?

Tables were provided in the 12.22.2011 Q & A, and can be found on the NOI website.

22. Information provided during the bid walk suggested that clarification would be provided regarding when the price proposal must be submitted. Is it submitted with the RFP response due on Jan 5, 2012, or at the interview following the short-listing process?

See answer to question # 9 from first Q & A dated 12.22.2011

23. The submission requirements reference the need for "Engineering Firms" to be licensed (pg 8). Is this an engineering license from the board of engineers, or just a license to do business in Connecticut.

The successful Applicant shall have an engineering license from the Board of Engineers, as well as being licensed to do business in the State of Connecticut.

24. In the Evaluation Criteria in Attachment B, the phrase "on staff" is used in each of the first three bullets. Please clarify the intended meaning of this phrase in the requirement. Can the requirement be satisfied by the use of a sub-consultant, or must the PE, LEP, or radiological consult be an employee of the responder?

To clarify the wording in Attachment B, Evaluation Criteria, please refer to the following:

- **The Applicant shall have one or more Professional Engineer (P.E.) with at least 10 years experience as an employee.**
 - **The Applicant shall have two or more Connecticut Licensed Professional (LEP), with 10 plus years of experience as employees. One LEP must have at least 10 years of experience.**
 - **The Applicant may secure as a Consultant an individual who is experienced in the investigation and remediation of radionuclide contamination, including radium contamination of structures, surfaces and environmental media, if they do not already have this individual as an employee.**
25. I just want to confirm that all documentation the is to be submitted for this Brownfield Engineering and Site Cleanup Services RFP is due now on January 18th, and nothing is due before this date.

All documents are due on January 18, 2012.