

Question 1. Reference Pg. 5 Zadroga Act

Page 5, reference to James Zadroga 911 Victims Health and Compensation Act of 2010 Notice.

Qs. Are non-U.S. firms subject to the 2% excise tax?

Answer: Yes, all vendors are subject to the 2% excise tax.

Question 2. Reference Maximums Pg. 6

Page 6, the maximum pick-ups per year are capped at 2,000. The pick-up numbers per annum for the base period and four annual options to extend are capped at 2,568 per annum.

Qs. We will appreciate your clarification why a smaller cap than may be ordered and what number shall be the absolute maximum for the resulting contract/LPO..

Answer: See solicitation amendment with the adjusted pick-up numbers..

Question 3. Page 5, TEMPORARY ADDITIONAL SERVICES,

Qs. Do these pick-up task orders authorized count against the base period and optional year quantities per annum? Or shall be separate and tracked differently from the maximum firm fixed price quantities currently provided in the solicitation, in which case, how would they be funded and covered in the total contract sum?

Answer: The temporary additional services will be authorized separately and the confirmation document will include additional funding . However, they will count against the contract maximum.

Question 4. Article 1.4.4., does 1 pick-up expressly equate to 4 tonnes (bed dimensions provided) and therefore 0.5 pick-up to 2 tonnes?

Answer: See contract amendment with edited pricing table columns without the 0.5 pick-ups.

Question 5. Reference; Articles 2.2, 2.3, 2.4, 2.5, and 2.6

Can the Government be express on the dimensions and tonnage of 1 pick-up and 0.5 pick-up for avoidance of any doubt during performance, quality control and monitoring of the award?

Answer: See contract amendment with edited pricing table columns without the 0.5 pick-ups.

Question 6. Reference; Articles 2.2, 2.3, 2.4, 2.5, and 2.6

Under articles 2.2, 2.3, 2.4, 2.5 and 2.6, are the provided pick-ups per month firm and cannot be exceeded? If they are firm, what happens when the collection apparently exceeds the authorized pick-up per month and the debris are a nuisance and a health hazard?

Answer: Services will be provided based on actual need and will be authorized by task orders indicating the specific services required and associated price per the contract. See section 1.4.1 and clause 52.216-18 of the solicitation.

Question 7. If there is no remedy to deal with excessive debris beyond the authorized maximum pick-up, the service levels may be negatively affected for no fault of the contractor. From experience, the residents are more likely than not blame the provider/contractor and complaints may rise beyond the threshold of three per month as provided in the solicitation. Can the Government expressly provide a mechanism under this solicitation on how excessive debris per month incidents shall be handled to ensure quality and measurable service?

Answer: Services will be provided based on actual need and will be authorized by task orders indicating the specific services required and associated price per the contract. It is the responsibility of the COR to manage the maximum pick-up limits and initiate a contract amendment if necessary. See pricing table amendment stating pick-up limits per year rather than per month.

Question 8. Can the Government provide available reports under the previous and current contracts to mitigate apparent incumbent advantage?

Answer: We currently receive services based on purchase orders. This is a new contract and every proposal will be fully reviewed and treated equally.

Question 9. When are answers to all questions asked expected to be provided by the Government to inform final bids well in advance of the closing date?

Answer: An extension has been provided to allow vendors submit an adequate response. See solicitation amendment.