

To: All Prospective Offerors of Record
Re: Clarifications to RFP
Invitation #: DR09-17
Product/Service: Debris Removal and Clearance Services
Responses Due: July 11, 2017

Additional questions have been submitted to HGAC for which HGAC management is providing the following replies:

1. How will HGAC market the contract to its members?

We post contract summaries on our web page, attend trade shows, et cetera, but ultimately, it is the vendors who promote our contracts.

2. Will contractors be allowed access to HGAC members contact information for marketing purposes regarding this contract?

It will be relegated to the general listing of members on our web page
<https://www.hgacbuy.org/program/endusers/default.aspx>

3. Section 10 calls for Product Liability Insurance as part of the minimum insurance coverage. Product Liability Insurance is not an industry standard requirement and will result in extra cost for a product that is not needed nor applicable. Will HGAC waive this requirement?

No. Section-A is our standard T&C's used in all of our solicitation, and applies only if applicable.

4. Section 12. Are there any HUB participation Goals or just "best effort" activities?

Please see Section B, Sub-Section 7; Section C, Form B

6. Section B, Subsection 8e states that a 1.5% Processing Charge for each "billable activity performed...". Will this apply to final disposal of debris which the contractor pays the tipping fee then invoices the End User with NO markup?

All billable activity. If Offeror includes such fees in its proposal pricing then it would be billable and subject to the 1.5%. Where the more likely scenario of offeror not including such fees in the HGAC pricing, the 1.5% would not apply.

7. Section B, Subsection 8, Note states that despite the contractor being award a contract under the HGAC which the End User can utilize under Intergovernmental Purchasing Agreements, the End User must "survey" at least three contractors before entering into service agreement. Please explain the reasoning for this requirement as competition requirement for FAR 200 is met by this competition.

This solicitation will result in multiple award to qualified contractors to establish base pricing for services. This requirement further competes pricing and other considerations to ensure end user is selecting the lowest responsible bidder.

8. Section B, Subsection 10, Tab E, Note 1 states that "... Offeror certifies that offered pricing is as good as or better than pricing offered to local government customers through any other program under normal circumstances." This conflicts with Section B, Subsection 8 which states "End User and Offeror shall be free to negotiate terms and pricing other than as stipulated in the base H-GAC contract but cannot exceed awarded contract pricing. In that regard, Offeror shall be allowed and encouraged to discount pricing for large or extended projects, and to offer retainer type or time based Service Agreements." How is the contractor to certify that stated rates in the proposal are their lowest rate but at the same time is encouraged to negotiate lower terms and add in discount pricing?

The response to the solicitation establishes base rates for the contract. Further discounts and negotiated terms are contract performance matters. Contractor is not required to offer discounts. However, additional discounts are often offered to secure business.

9. No explanation on how Teaming Arrangements or Joint Venture are to be addressed or evaluated. Please Clarify.

See Section A, Sub-section 4 “Structure of Response”

10. Since this is a nationwide contract and the costs for providing the services included in contract vary dramatically from one region to another due to labor, equipment and material costs. Wouldn't it make sense to regionalize pricing per the USACE District or FEMA Regions to reduce costs to the End User as opposed to one price for the entire country where the contractor will have to propose rates that will cover expenses in part of the country with highest costs.

This model is consistent with all other HGACBuy contracts. Contract can make applicable adjustments (downward, of course) as it relates to such regional considerations. Offeror may subdivide HGAC schedule pricing regionally, etc., or add additional pricing (note accordingly in proposal response) (Ref. question 11)

11. Are additional Pricing Items allowed to be included in Proposal?

Yes, if consistent with the scope of the services called for in the solicitation.

Section D, Article 7 states that “CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC.” Not only does this conflict with parts of the solicitation but complying with this contract clause would make the response much slower and expensive. Please Clarify.

This section relates to who represents the contract. Sub-contractors are not allowed to market, sell or otherwise act independently in offering this contract solution to potential end users. H-GAC must approve any such activity that give a third party this authority.

12. Is a bid bond required for this RFP?

No

13. It is my understanding that the proposed Contract for debris removal services will be available for use for any member of the HGAC. Please confirm.

Yes

14. The pricing structure and economics of post-event debris removal for each jurisdiction is unique and different. Factors such as population, location, size and layout of DMS sites, location and capacity of landfill, economies of scale and mobilization restrictions are all considered when creating a pricing strategy that will allow the Contractor to be successful. Will the HGAC reconsider asking for Unit Pricing to be used for every HGAC member regardless of the unique features of each jurisdiction. Rather, would the HGAC consider changing this RFP to a RFQ (Request for Qualifications) to qualify Contractors allowing them to later provide pricing for each specific jurisdiction as they release their individual RFP?

Management has chosen to frame this specification consistent with our other contracts, with specific pricing. As a reminder, “Services and Rates” are just one component of HGAC’s scoring matrix, and pricing will not be strictly scored on price levels along, but also thoroughness (depth and breadth of the services and rates) (Reference question 10)

15. Article 10 of the Proposed contract is asking the Contractor to provide the lowest price submitted to another jurisdiction. As mentioned in number 2 above, each jurisdiction is unique and will have various factors that will affect the pricing strategy which will prevent us from offering a blanket price for all jurisdictions. Will Contractor's bid be considered non-responsive if we remove/take exception to this clause from the contract.

No, but an offeror can expect HGAC's scoring to reflect this