

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-HQ-10-10020/0001	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-10-10020	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	CODE	7. ADMINISTERED BY (If other than item 6) Not Applicable.	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) To All Offerors/Bidders.		(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-HQ-10-10020
		✓	9B. DATED (SEE ITEM 11) 07/29/10
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to respond to offeror's questions and incorporate the resulting changes in this solicitation.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JODY M. GOSNELL	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

AMENDMENTS TO THE SOLICITATION

1. The Section B clause entitled "LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION" has been modified. The text is as follows:

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order **20,000** direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

2. The Section H clause entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION" has been modified. The text is as follows:

The Government has the option to extend the term of this contract for **four (4)** additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is **20,000** direct labor hours for the first option period and **20,000** for each additional option period. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover a base

period and option periods.

PERIOD

OPTION PERIOD I: **12 consecutive months immediately following the prior period**

OPTION PERIOD II: **12 consecutive months immediately following the prior period**

OPTION PERIOD III: **12 consecutive months immediately following the prior period**

OPTION PERIOD IV: **12 consecutive months immediately following the prior period**

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort for each option period as follows:

<u>PERIOD</u>	<u>LEVEL OF EFFORT</u>
OPTION PERIOD I	20,000
OPTION PERIOD II	20,000
OPTION PERIOD III	20,000
OPTION PERIOD IV	20,000

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

<u>PERIOD</u>	<u>ESTIMATED COST</u>	<u>FIXED FEE</u>	<u>TOTAL</u>
OPTION PERIOD I	TO BE DETERMINED	TO BE DETERMINED	TBD
OPTION PERIOD II	TO BE DETERMINED	TO BE DETERMINED	TBD
OPTION PERIOD III	TO BE DETERMINED	TO BE DETERMINED	TBD
OPTION PERIOD IV	TO BE DETERMINED	TO BE DETERMINED	TBD

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

<u>PERIOD</u>	<u>ODC CEILINGS</u>
OPTION PERIOD I	\$2,600.00
OPTION PERIOD II	\$2,700.00
OPTION PERIOD III	\$2,800.00
OPTION PERIOD IV	\$2,900.00

(End of clause)

3. The Section H clause entitled "OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997)" has been added. The text is as follows:

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

<u>PERIOD</u>	<u>LEVEL OF EFFORT</u>
BASE PERIOD	5,000
OPTION PERIOD I	5,000
OPTION PERIOD II	5,000
OPTION PERIOD III	5,000
OPTION PERIOD IV	5,000

The Government may issue a maximum of **5** orders to increase the level of effort in multiples of **1,000** hours during any given period.

The estimated cost and fixed fee of each multiple of hours is as follows:

<u>PERIOD</u>	<u>ESTIMATED COST</u>	<u>FIXED FEE</u>	<u>TOTAL</u>
BASE PERIOD	TBD	TBD	TBD
OPTION PERIOD I	TBD	TBD	TBD
OPTION PERIOD II	TBD	TBD	TBD
OPTION PERIOD III	TBD	TBD	TBD
OPTION PERIOD IV	TBD	TBD	TBD

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

(c) This contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will not be increased upon utilization of optional quantity hours.

4. The Section L clause entitled "REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) ALTERNATE IV (OCT 1997)" has been modified. The text is as follows:

L.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

In addition to a hard copy of the information required herein, to expedite review of the proposal, submit a CD-ROM containing the financial data required. Submit this information using MICROSOFT EXCEL, if available. Identify which version of EXCEL was used. Offerors should include the formulas and factors used in calculating the financial data. Although submission of a

disk will expedite review, failure to submit a disk will not affect consideration of the proposal.

(1) In developing the cost proposal include the following information:

- Clearly identify separate cost information associated with each contract year (e.g., base period and each option period);
- A summary of the cumulative cost of the contract for all periods;
- Options for the Government to order optional quantities; and
- An overall summary of the cumulative cost of the contract for all periods and optional quantities.

Whenever subcontractor effort is included in the proposed costs, the prime contractor shall include an additional supporting cost summary consolidating all costs (both contractor and subcontractor) by element for each contract period.

The realism of costs, including personnel compensation rates (including effective hourly rates due to uncompensated overtime) will be part of the proposal evaluation. Any reductions to proposed costs or differences between proposed and known EPA/DCAA recommended rates must be fully explained. If an offeror makes a reduction which makes its offer or portions of its offer below anticipated costs, the offeror shall identify where (i.e., which elements of costs) the proposed reductions will be made. Unsubstantiated rates may result in an upward or downward adjustment of the cost proposals to reflect more realistic costs. Based on this analysis, a projected cost for the offeror will be calculated to reflect the Government's estimate of the offeror's probable costs. Any inconsistency, whether real or apparent, between the promised performance and cost or price should be explained. The burden of proof for cost credibility rests with the offeror.

The offeror shall provide a summary description of its standard estimating, purchasing and accounting systems which cover (separately) each major cost element. Also, identify any deviations from the standard estimating, purchasing and accounting procedures in preparing this proposal. State whether you have Government approval of these systems and if so, provide evidence of such approval.

(2) Direct Labor

The labor hours (level-of-effort) appearing in the solicitation are for professional and technical labor only. These hours do not include management at a level higher than project management, e.g., corporate and day-to-day management, nor do they include clerical and support staff at a level lower than technician. If it is the offeror's normal practice to charge these types of costs as direct costs, include these costs along with an estimate of the directly chargeable labor-hours for these personnel. These direct charges are to be shown separately from the technical (level-of-effort) effort. If non-professional or non-technical labor of effort is normally included in the offeror's indirect cost allocations, no estimate is required. However, direct charging of these on any resulting contract will not be allowed. Additionally the direct technical labor hours are the workable hours required by the Government and do not include release time (i.e., holidays, vacation, etc.) Submit the proposal utilizing the labor categories and distribution of the level-of-effort as you understand the requirement. These are approximate distribution levels and do not necessarily represent the actual levels which

may be experienced during contract performance.

Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how technical approach coincides with the proposed costs. If the proposed direct labor rates are based on an average of the individuals proposed to work on the contract, provide a list of the individuals proposed and the hours associated with each individual in deriving the rates. If the proposed direct labor rates are based on an average of company category rates, identify and describe the labor categories and the percentages associated with each category in deriving the rates, explaining in detail the basis for the percentages assigned.

Describe for each labor category proposed, the company's qualifications and experience requirements. If individual rates are used, provide the employee's name.

Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level.

Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g., anniversary date of employee or salary reviews for all employees on a specific date).

State whether any additional direct labor (new hire or temporary hires) will be required during the performance period of this acquisition. If so, state the number required, the professional or technical level and the methodology used to estimate proposed labor rates.

Uncompensated overtime. The decision to propose uncompensated overtime is the offeror's decision. Should the offeror, however, elect to propose uncompensated overtime, the offeror must propose a methodology that is consistent with their cost accounting practices and company policy. If proposed, provide an estimate of any uncompensated overtime proposed for exempt personnel working at the offeror's facilities. This estimate should identify the number of uncompensated labor hours and the percentage of compensated labor. Uncompensated labor hours are defined as hours for exempt personnel in excess of regular hours for a pay period which are actually worked and recorded in accordance with company policy. Provide a copy of the company policy on uncompensated overtime. Provide historical percentages of uncompensated overtime for the past three years. If proposed for subcontractors, provide separately with subcontractor information.

(3) Indirect Costs (fringe, overhead, general, and administrative expenses)

If the rates have been recently approved, include a copy of the rate agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.

Submit supporting documentation for rates which have not been approved or audited. Indicate whether computations are based upon historical or projected data.

Offerors who propose indirect rates for new or substantially reorganized cost centers should consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' indirect rates at the proposed rates.

Note to paragraph above: The Government reserves the right to adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the Agency's judgment of the most probable costs up to the amount of any stated ceiling.

(4) Other Direct Costs (ODC)

If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect costs. Fee is inapplicable to ODCs.

If the amount is not specified in the solicitation, or an offeror believes additional ODCs are necessary to perform, attach a schedule detailing how ODCs were computed. Identify the major ODC items that under the accounting system would be a direct charge on any resulting contract.

If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. A complete explanation of this adjustment and the contractor's practice should be provided.

(5) Team Subcontracts (subcontracts 5 percent of the total estimated contract dollar value or \$100,000, whichever is less)

Provide details of subcontract costs in the same format as the prime contractor's costs. This detailed information may be provided separately to the EPA if the subcontractor does not wish to provide this data to the prime contractor. Cost data provided separately by a contractor must be received by the time, date and at the location specified for the receipt of proposals. The subcontractor's package should be clearly marked with the RFP number, the name of the prime offeror, and a statement that the package is subcontractor data relevant to the proposal from the prime offeror. If submitted with the prime contractor's proposal, identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate. Offerors are encouraged to provide letters of intent, signed by subcontractors, agreeing to a specified rate for life of the contract. Include a cost or price analysis of the subcontractor cost showing the reasons why the costs are considered reasonable.

Describe how the prospective team subcontractors were chosen as part of the offeror's proposed team; and rationale for selection.

Describe the necessity for the subcontractor's effort as either a supplement or complement to the offeror's in-house expertise.

Identify the areas of the scope of work and the level of effort the subcontractors are anticipated to perform. Provide a reconciliation summary of the proposed hours and ODCs for the prime contractor and proposed subcontractor(s).

Describe the prime contractor's management structure and internal controls to ensure efficient and quality performance of team subcontractors.

Ensure that the proposal complies with the FAR Clause 52.219-14 Limitations on Subcontracting. As such, the prime contractor must demonstrate its intent to incur at least 50% of the cost of contract performance incurred for personnel under the resulting contract.

(5) Facilities Capital Cost of Money (FCCM)

When an offeror elects to claim FCCM as an allowable cost, the offeror must submit Form CASB-CNF and show calculation of the proposed amount. FCCM will be an allowable cost under the contemplated contract, if the criteria for allowability at FAR 31.205-10(a)(2) are met.

5. The Section L clause entitled "DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)" has been added. The text is as follows:

DEFINITION OF LABOR CLASSIFICATIONS

Offerors shall use the following labor classifications in preparing their technical and cost proposals:

PROFESSIONAL

(1) Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title: Project Leader, Chief Engineer
Normal Qualifications: Ph.D. Degree or equivalent; and
Experience: 10 years or more

(2) Level 3 - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Operates with same latitude for unreviewed action or decision.

Typical Title: Project Engineer, Group Leader
Normal Qualifications: Masters Degree or equivalent; and
Experience: 6-12 years

(3) Level 2 - Under supervision of a senior or project leader, carries out assignments associated with projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title: Engineer, Analyst
Normal Qualifications: B.S. Degree or equivalent; and

Experience: 3-8 years

(4) Level 1 - Lowest or entering classification. Works under close supervision of senior or project leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Junior, Associate

Normal Qualifications: B.S. Degree or equivalent; and Experience: 0-3 years

Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

6. The Section L clause entitled "EPA GREEN MEETINGS AND CONFERENCES (EPAAR 1552.223-71) (MAY 2007)" has been deleted.

7. The Section L clause entitled "INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL PROPOSALS" has been modified. The text is as follows:

I. General Instructions

(a) The offeror shall submit a cover letter indicating that the proposal is its official offer to the government. The letter must be signed by an official authorized to bind the offeror. The proposal shall be considered to be firm for a period of not less than 180 days from the due date of the solicitation.

(b) The offeror shall submit 7 copies of the technical proposal, the Quality Management Plan, the Security Plan, the Organizational Conflict of Interest Plan, and the disclosure statement, as well as 3 copies of the cost proposal.

(c) All submitted materials shall be prepared on standard 8.5" x 11" paper, single spaced, no less than 1" margins, with the exception of foldouts. If foldout pages are used, they should not exceed 11" x 17". Foldout pages will be counted as 4 pages per foldout. The offeror shall utilize two-sided printing. Pages must be numbered consecutively. A page is defined as one side of a piece of paper. Type size shall not be less than 10 point. Any page over the page limit provided below (see II. Technical Proposal Instructions) as well as any page not conforming to the specifications above will not be reviewed.

(d) Oral proposals will be scheduled by the EPA Contracting Officer (CO). The order of presenters will be drawn by lot by the CO and the CO will notify the offeror of the date and time of the oral proposal. The EPA reserves the right to reschedule oral proposals at the sole discretion of the CO. Requests from offerors to reschedule their proposals will not be entertained. We anticipate oral proposals will be held at the US Environmental Protection Agency, Ronald Reagan Building in Washington, DC or at the One Potomac Yard Building in Arlington, VA. The oral proposals are scheduled for the week of September 20, 2010 depending on the number of proposals received in response to this solicitation.

The offeror's proposed Key Personnel are required to make the oral proposals. In the event that the offeror has proposed a joint venture/partnership or Team Subcontractors, the offeror shall have representatives of any joint venture/partnership or Team Subcontractors at the oral proposal, if they are proposed as Key Personnel. No team personnel, other than Key Personnel, are authorized to attend the oral proposal. The Key Personnel are listed in the section H clause entitled, Key Personnel.

The offeror shall present its Technical Proposal and Pop Quiz response through the oral proposal process in accordance with the following guidelines.

Oral Presentations will be held from 9:30 AM to 1:30PM. There will be a one hour presentation of the Technical Proposal (see Section II. Technical Proposal Instructions, for the sections of the Technical Proposal, which will be presented orally), followed by a fifteen minute break. Following the fifteen minute break, the Pop Quiz will be distributed. There will be a break not to exceed an hour and a half, during which the offeror will formulate responses to the Pop Quiz. The response to the Pop Quiz shall be no longer than 1 hour.

All offerors will be given the same Pop Quiz, which will be related to the Performance Work Statement (PWS) tasks. The Contracting Officer will provide the offerors with the Pop Quiz at the start of the break and will collect the questions back from the offerors once the presentation of the Pop Quiz is complete. Use of telephones or other outside communications in preparing the response to the Pop Quiz will not be permitted. No communications devices will be allowed in the room.

Following the Pop Quiz presentation, the Government may request clarification of any points addressed which are unclear. Any such interchange between the offeror and the Government will be for the sole purpose of clarification only, and will not constitute discussions within FAR 15.306. The Government intends to award a contract without discussions. If the Government determines that discussions and revised offers are necessary, the offeror will not be permitted to make any revisions to the oral proposal or to the answers given by the offeror's team during the Pop-quiz portion, in writing or otherwise.

The offeror may use power point presentations, charts, graphs or other display media during the oral presentation. The offeror is prohibited from taping or recording their own presentations. The Government will not be providing a computer or a projector for the presentation. Copies of any display media must be provided at the beginning of the offeror's scheduled oral proposal. If the offeror will be using display media, 7 copies are required for the technical evaluation panel (TEP). Changes will not be allowed or accepted after receipt of the proposal submission. The offeror shall submit a complete

list of all individuals attending the oral proposal with its written proposal.

The oral proposal shall be given to the TEP, which may include non-voting technical advisors to the TEP. The CO and the Contract Specialist will be present. The oral proposal will be chaired by the CO. During the presentation the Offeror will be notified by the CO/CS when 5 minutes are remaining for the scheduled presentation.

II. Technical Proposal Instructions

The technical proposal shall be submitted as a separate part of the proposal package. All cost or pricing information shall be excluded from the technical proposal. The technical proposal is limited to 15 pages exclusive of any display media related to the oral proposal, required resumes, non-key personnel summaries, letters of intent, past performance questionnaires and information, Quality Management Plan, Security Plan, Organizational Conflict of Interest Plan, and disclosure statement. Any pages beyond the page limitation will not be evaluated.

(a) Technical Ability (Oral Proposal and Pop Quiz)

During the oral proposal and as part of the offeror's response to the Pop Quiz, the offeror shall deliver sufficient information to demonstrate its technical approach, ability, and understanding of each task area of the Performance Work Statement. In addition, The offeror shall provide information to demonstrate its knowledge and experience with regard to the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), Food Quality Protection Act (FQPA), and Pesticide Registration Improvement Act (PRIA).

<http://www.epa.gov/pesticides/regulating/laws.htm>

(b) Qualifications of Personnel (Resumes, Non-Key Personnel Summaries, Staffing Plan, Oral Proposal)

For Key Personnel, the offeror shall submit resumes which include sufficient information to demonstrate the qualifications necessary to successfully perform the requirements of the PWS. Resumes should include examples of work similar in nature to this contract that have been performed in similar roles by the Key Personnel. Each resume shall not exceed 4 pages. Any page exceeding the maximum limit will not be reviewed.

For Non-Key Personnel, the offeror shall submit a summary of the education, experience, and expertise of proposed personnel to demonstrate the offerors understanding of the requirement.

The offeror shall submit a staffing plan which illustrates its understanding of the requirement, as well as availability of qualified employees to contribute to this requirement. This plan shall outline the key and other personnel to be assigned to perform this contract. The information shall include present employment status, proportion of time available for this contract, as well as the nature and extent of commitment to other projects. For Key Personnel, the offeror shall disclose the ability to replace individuals with equally qualified personnel if the Key Personnel need to be replaced. If personnel are

not presently employed by the company, include letters of intent. Offerors shall specifically address the expertise and experience of proposed individuals (both key and non-key personnel) for the conducting of quality systems assessments, and in the type of scientific activity they will be assessing.

The offeror shall orally present a discussion of their proposed personnel in support of their technical proposal.

(c) Past Performance (Written Questionnaires and Information)

The offeror shall submit the past performance information requested in the Section L clause entitled, PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75).

(d) Project Management (Oral Proposal)

The offeror shall describe its ability to manage a multi-disciplinary team for multiple tasks, including proposed subcontractors and consultants; illustrate managerial procedures and administrative systems required to perform, monitor, and control the requirement; meet documentation requirements; respond to technical direction or other tasking instruments requiring identified turnaround and effective communication.

(e) Plans/Disclosures (Written Plans)

The following plans/disclosures shall be included under separate tabs:

- (1) Quality Management Plan (see section E clause, Higher-Level Contract Quality Requirements as well as the requirements for Quality Plans as outlined at the following website:
<http://www.epa.gov/quality/qmps.html>)
- (2) Security Plan (see requirements for Security Plans identified in EPAAR 1552.235-73, Access to Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information located at the following website:
http://www.epa.gov/oamhpod1/oppts_grp/0913541/ism.pdf)
- (3) Organizational Conflict of Interest Plan (see attached document to this solicitation titled, "Minimum Standards for Conflict of Interest Plans")
- (4) Disclosure Statement (see section L clause, Organizational Conflict of Interest Notification)

8. The Section M clause entitled "EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)" has been modified. The text is as follows:

Section L clause, "Instructions for the Preparation of Technical Proposals" is hereby incorporated by reference into the "Evaluation Factors for Award".

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation

factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service:

The following factors (as well as cost) will be used in evaluating proposals to select the best value to the government: technical approach, qualifications of personnel, past performance, and project management. These factors will be evaluated in descending order of importance.

1. TECHNICAL ABILITY (Oral Proposal, Pop Quiz)

The offeror will be evaluated on its demonstrated technical approach, ability, and understanding in each task area of the Performance Work Statement, as well as its demonstrated knowledge and experience with regard to the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) through information provided in the offeror's oral proposal and responses to pop quiz scenarios.

2. QUALIFICATIONS OF PERSONNEL (Resumes, Non-Key Personnel Summaries, Staffing Plan, Oral Proposal)

The offeror will be evaluated on the demonstrated qualifications (experience, education, expertise) and availability of key and other personnel in providing services similar in nature to those described in the Performance Work Statement. The offeror will be evaluated on the adequacy of the types of personnel who will form the team, their experience, and their educational background as demonstrated in the staffing plan. This also includes any proposed subcontractors or consultants. Offerors shall specifically address the expertise and experience of proposed individuals for the conducting of quality systems assessments, and in the type of scientific activity they will be assessing. Qualifications of personnel will be evaluated and extracted from information included in the oral proposal, staffing plan, and resumes.

3. PAST PERFORMANCE (Written Questionnaires and Information)

The offeror will be evaluated on its demonstrated past performance based on information provided in response to this solicitation via the responses from clients to the past performance questionnaire, information provided in the proposal, and from information obtained through other sources. See section L clause entitled, "Past Performance Information" for additional details.

If an offeror has no past performance to demonstrate, a neutral rating of satisfactory will be assessed.

4. PROJECT MANAGEMENT (Oral Proposal)

The offeror will be evaluated on its demonstrated ability to manage a multi-disciplinary team for multiple tasks; meeting documentation requirements as required in the Performance Work Statement; understanding technical direction or other tasking documents requiring identified

turnaround; communicating effectively; as well as its managerial procedures and administrative systems required to perform, monitor, and control the requirement through information provided in the offeror's oral proposal.

(c) Go/No Go factors (Written Plans):

1. QUALITY MANAGEMENT PLAN (QMP) (Responsibility)

The offeror's QMP will be evaluated as acceptable or unacceptable based on meeting the requirements for Quality Plans as outlined at the following website: <http://www.epa.gov/quality/qmps.html>. An offeror with an unacceptable QMP will have until time of award to submit an acceptable plan or that offeror will be removed from consideration.

2. SECURITY PLAN (Responsibility)

The offeror's Security Plan will be evaluated as acceptable or unacceptable based on meeting the requirements for Security Plans identified in EPAAR 1552.235-73, Access to Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information located at the following website: http://www.epa.gov/oamhpod1/oppts_grp/0913541/ism.pdf. An offeror with an unacceptable Security Plan will have until time of award to submit an acceptable plan or that offeror will be removed from consideration.

3. ORGANIZATIONAL CONFLICT OF INTEREST PLAN (Responsibility)

The offeror's Organizational Conflict of Interest Plan will be evaluated as acceptable or unacceptable based on meeting the requirements identified in *Minimum Standards for Conflict of Interest Plans* (refer to attachment 5 to this solicitation). An offeror with an unacceptable Organizational Conflict of Interest Plan will have until time of award to submit an acceptable plan or that offeror will be removed from consideration.

4. DISCLOSURE STATEMENT (Responsibility)

The offeror's Disclosure Statement will be evaluated as acceptable or unacceptable based on meeting the requirements identified in EPAAR 1552.209.70, Organizational Conflict of Interest Notification. An offeror with an unacceptable Disclosure Statement will have until time of award to submit an acceptable statement or that offeror will be removed from consideration.

(d) Evaluation scheme for technical approach, qualifications of personnel, past performance, and project management:

Adjectival	Definition
------------	------------

Excellent	Outstanding in all respects; offers one or more significant advantages not offset by disadvantages; very good probability of success with overall low degree of risk in meeting the Government's requirements.
Good	Proposal demonstrates good understanding of requirements and approach that exceeds performance or capability standards; has one or more strengths that will benefit the Government.
Satisfactory	Proposal demonstrates acceptable understanding of requirements and approach that meets performance or capability standards; acceptable solution presented; few or no strengths.
Marginal	Proposal demonstrates shallow understanding of requirements and approach only marginally meets performance or capability standards necessary for minimal but acceptable contract performance.
Unsatisfactory	Fails to meet performance or capability standards; requirements can only be met with major changes to the proposal.

