

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-HQ-07-12299/0003		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-07-12299
6. ISSUED BY Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		7. ADMINISTERED BY (If other than item 6) Not Applicable.	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) To All Offerors/Bidders.		(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-HQ-07-12299
CODE		✓	9B. DATED (SEE ITEM 11) 01/22/08
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)

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.)

Please see the following pages for Amendment #3 changes.

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)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. The Section G clause entitled "LONG TERM EQUIPMENT USAGE DISCOUNTS" has been modified. The text is as follows:

After 30 days of continuous billing of an equipment CLIN at the same site, the contractor offers the following reductions to the daily equipment costs:

For days 31-60 a _____% reduction to the contract CLIN amount.

For days 61-90 a _____% reduction to the contract CLIN amount.

For days 91-120: a _____% reduction to the contract CLIN amount.

For days 121 and greater a _____% reduction to the contract CLIN amount.

2. The Section H clause entitled "HEALTH AND SAFETY" has been modified. The text is as follows:

The nature of the work to be performed under this contract is inherently hazardous. The contractor is responsible for the safety of its employees and subcontractor employees on-site. However the On-Scene Coordinator (OSC) has the authority to review and establish the minimum standards of safety for all individuals on-site at any time. The Contractor shall ensure that all contractor personnel working at the site are in compliance with EPA, OSHA, state and minimum standards as specified by the On-Scene Coordinator. The required level of protection may be specified by the On-Scene Coordinator, and shall be followed by the Contractor. (Reference Attachment 3, Levels of Protective Equipment). The OSC's determination of the required level of protection at all times shall not be subject to the "Disputes" clause of this contract.

Rather, if the Contractor has a dispute with respect to health and safety, which cannot be resolved between the OSC and the Contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the Contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, New Jersey, for consultation with EPA Headquarters Occupational Health and Safety Director, for final determination. Notwithstanding this dispute resolution process, the Contractor may not delay implementation of an OSC directive pertaining to health and safety.

When a specific site safety plan is required as part of a task order to be developed by the Contractor, such plan shall be submitted to the OSC for review and approval prior to commencing work. Upon receipt of the OSC's approval, the Contractor shall follow such plan throughout the duration of the removal action. If a site safety plan is provided by the Government, the

Contractor agrees to follow such plan unless objections are made known to the OSC within twenty-four (24) hours (or less if specified by the task order) of its submission to the Contractor. In any event, commencement of cleanup services without notification to the OSC of any objections will be deemed to constitute acceptance of the safety plan.

Notwithstanding EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the Contractor retains the right to direct more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by the EPA.

3. The Section H clause entitled "TASK ORDERS" has been modified. The text is as follows:

(a) Performance of the response services in this contract shall be made only as authorized by Task Orders issued in accordance with the Section G Clause "Ordering - By Designated Ordering officers".

(b) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

(d) Cleanup efforts will only be ordered by the Contracting Officer or representative of the CO through the issuance of individual Task Orders. All Task Orders issued will be for services consistent with the Performance Work Statement, and will be in accordance with the fixed rates specified in Attachment No. 2 "Pricing Schedule for Years 1-7" of this contract.

(e) In the event of an emergency, the Ordering Officer may issue a verbal order, to be followed up within two (2) business days or as soon as practical with a written Task Order.

(f) The On-Scene Coordinator named in the Task Order will be responsible for the technical administration of Task Orders placed hereunder. Neither Ordering Officers nor On-Scene Coordinators have authority to modify any provision of this contract. Any request for deviation from the terms of this contract or any Task Orders issued hereunder must be submitted to the Contracting Officer for action.

(g) Each Task Order will include:

1. Date of the order, contract number, Task Order number, time of order (if issued verbally), name of On-Scene Coordinator (OSC) responsible for providing technical direction at the site, accounting and appropriation data, ceiling amount of order, required response time, if the response is at a sensitive site and required completion date.

2. Location of the site and the name of the Response Manager assigned by the Contractor, if known at the time of issuance.

3. The specific Statement of Work related to the response activity

identified in the Task Order, any "optional" reports required, and any other special technical requirements, instructions or clearances.

(h) The contractor shall acknowledge receipt of each task order in writing within ten (10) calendar days after its issuance date. Such acknowledgment shall be submitted to the Ordering Officer, with a copy forwarded to the Contract Specialist responsible for contract administration.

(i) Upon receipt of the order, if the Contractor considers the specified completion date to be unreasonable or unrealistic for the required effort, the contractor shall immediately notify the Contracting Officer within ten (10) calendar days of receipt stating why the completion date is considered unrealistic.

(j) The ceiling amount for each Task Order will be the ceiling price stated therein, and constitutes the maximum amount for which the government shall be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceed the specified ceiling amount except at the contractor's own risk. Any increase of the ceiling amount will be authorized in a written modification to the Task Order, and will be a unilateral action by the Government.

(k) A Standard Form 30 will be used to modify all Task Orders, and will be signed by the Contracting Officer and, when applicable, the Contractor.

(l) All task orders are subject to the terms and conditions of this contract. In the event of a conflict between a task order and this contract, the contract shall control.

4. The Section L clause entitled "INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST/PRICE PROPOSALS" has been modified. The text is as follows:

The following instructions pertain to the preparation of TECHNICAL and COST/PRICE proposals. Offerors shall include all information requested and shall structure proposals in the format which follows the evaluation criteria in the Section M Clause entitled "EVALUATION FACTORS FOR AWARD" and the Performance Work Statement. As stated in the Section L clause titled "INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS" the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offerors initial proposal should contain the offeror's best terms from a technical and cost or price standpoint. Section I pertains specifically to the preparation of TECHNICAL PROPOSALS. Section II pertains specifically to the preparation of COST/PRICE PROPOSALS.

SECTION I: TECHNICAL PROPOSAL INSTRUCTIONS

Submit your technical proposal separately from your cost proposal. Omit all cost or pricing details from your technical proposal.

Offerors should submit an original and six (6) copies of your technical proposal. Proposals should be sent to the address in block 7 or 8 of Standard Form 33.

There is a strict page limitation of 100 pages. One page is a single sided sheet of paper that is 8½ by 11 inches. Pages shall be single-spaced and type shall be no less than 10 point pitch (do not use script type fonts) with a minimum 0.75 inch margins. *Fonts smaller than 10 points are allowable in graphics (e.g., organization charts, site drawings) as long as they are clearly readable.* Two-sided printing shall be utilized to the greatest extent possible. This page limitation does not include resumes but does include the required technical plans (i.e., Response Plan, etc.) Pages exceeding the 100 page limit will not be evaluated. Any exceptions to government terms and conditions renders a proposal as ineligible for award on initial offers. Technical Proposals must clearly identify if they are being submitted for the Small Business Set-Aside or the Service-Disabled Veteran-Owned Small Business contract.

Offerors are strongly encouraged to prepare their proposals as succinctly as possible. Offerors are advised that the quality of the information provided is more important than the quantity. Elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are neither necessary nor desired. Clarity, brevity, and logical organization shall be emphasized during proposal preparation.

The following plans should be submitted as Attachments in the Technical Proposal: Response Plan, Quality Management Plan, an Conflict of Interest Plan.

I. EXPERIENCE (10 points)

The offeror will be evaluated on its demonstrated knowledge and experience for the specific elements described in the Performance Work Statement and how the experience will be applied under the proposed contract. Please provide the following information that will be evaluated.

A list of five specific projects (inclusive of proposed team subcontractors) completed during the last three years for similar work in nature, size and scope to the Performance Work Statement shall be provided. If an offeror did not have projects in the last three (3) years that can be cited, the offeror shall present relevant work even if the work was done more than three years ago.

NOTE: Project(s) as used in this paragraph include, site-specific contracts, delivery orders, task orders, work assignments, subcontracts, joint ventures, etc. which may be performed as part of a multi-site contract. Each project cited shall include the following elements:

- Project name, contract number, client name, and location;
- Abstract/synopsis of work performed;
- Total funding and level of subcontracting (list major subcontractors);
- Period of performance;
- Name and current telephone number of clients' technical point-of-contact;

- Accomplishments demonstrating timely and efficient execution of tasks related to response activities (e.g., emergency, and time critical removals, clean-up of oil spills, response to man made and natural disasters, acts of terrorism and removal activities);
- Examples of resolution of controversial issues that may have arisen; and
- The number of personnel and equipment required to support those projects cited.

A) Technical Experience

(1) The offeror shall demonstrate knowledge and technical experience performing responses consistent with those tasks identified in the Performance Work Statement relating to emergency response; time and non-time critical removal, early/interim remedial actions, and in response to disasters and incidents involving terrorism, addressing oil/petroleum, biological, radiological and hazardous chemical substance releases in all media (air, land, surface water and ground water).

The offeror shall clearly document its direct experience in performing or managing hazard assessment, containment and countermeasure, on-site and off-site chemical, physical, biological and radiological analysis (including haz-cattng) necessary to characterize the site and contaminants present, treatment, cleanup, demolition, mitigation, site restoration activities in diverse environmental settings, using a variety of multi-disciplinary response personnel, and equipment and materials.

The offeror shall clearly demonstrate experience in performance of transportation and disposal functions.

The offeror shall clearly demonstrate that it has appropriate Level A capability available for response.

(2) The offeror shall demonstrate how their technical experience will be applied under the proposed contract, and how it is beneficial to the Government. This shall also include demonstrating technical experience and knowledge regarding the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, and other applicable or relevant and appropriate environmental statutes and regulations.

(3) The offeror shall demonstrate an understanding and the capability to perform response actions under the authority of the Oil Pollution Act and the Federal Response Plan Emergency Support Function (ESF) 10 promulgated in accordance with the Stafford Disaster Relief and Emergency Act.

B) Management Experience

The offeror shall demonstrate recent, direct experience in managing the financial aspects of efforts similar to those in the Performance Work Statement (Attachment 1). This shall include experience in managing task order type contracts where services were provided on an emergency and time critical basis and require oversight of multiple concurrent activities in widely

dispersed geographic locations.

II. Response Plan (10 points)

The offeror shall develop a Response Plan in accordance with the requirements described in the Section F clause entitled "Reports of Work". The Response Plan shall at a minimum describe the response organizations emergency response notification and activation procedures, activation levels, health and safety, personal protective equipment, strategy for expedited HASP preparation for emergency response situations, equipment and supplies, personnel, response logistics - strategy for providing basic logistical services (food, fuel, lodging), planning and preparedness, training and exercises.

III. Resource Management (10 points)

(1) The offeror should describe their procedures for retaining, maintaining, managing and supporting the network of response personnel, equipment and materials to allow the On-Scene Coordinator (OSC) to direct a response. Evidence shall also be presented to demonstrate that there exists clear lines of authority and communication between project staff, on-scene response personnel and management.

(2) The offeror shall describe the approach for identifying and conducting needed training for in-house and subcontractor personnel on health and safety issues, environmental compliance, technologies and procedures (i.e., asbestos abatement, radiation, etc.) and hazardous materials transportation. Evidence of such training capability and tracking of training shall be presented. The offeror shall clearly demonstrate the level of Incident Command System (ICS) training of proposed staff.

(3) The offeror shall present its corporate health and safety program for protecting all employees (and subcontractor employees) working on this contract and its approach for implementing the program. Evidence shall be presented demonstrating the actual implementation of the corporate health and safety program at hazardous waste sites. The offeror shall demonstrate how it ensures that all personnel, especially non-full-time or subcontract employees, are fully up-to-date on safety training. The offeror shall describe how appropriate medical monitoring is ensured. The offeror shall discuss their health and safety record, and how safety issues have been resolved.

(4) The offeror shall describe its method for ensuring that all storage, transportation, treatment and disposal activities are accomplished in a timely manner, meeting all applicable federal, state, and local transportation, safety and environmental laws, regulations and ordinances. Examples that demonstrate this type of experience shall be provided.

(5) The offeror shall describe its method for providing technical support for government enforcement proceedings. This method should describe the appropriate personnel, information, materials and/or equipment to gather evidence or provide testimony. Description of document control and chain-of-custody procedures shall be provided. Examples that demonstrate this type of experience shall also be provided.

IV. Quality Assurance - (5 points)

(1) The offeror shall submit a Quality Management Plan which describes the commitment of the offeror's management to ensure that all environmental monitoring data obtained under this contract will be of known quality. The offeror shall also indicate the expected time requirements from submission of samples to the return of analytical results. Please refer to "EPA Requirements for Quality Management Plans" dated March 2001 for information to be addressed in the QMP. (An Adobe Acrobat readable ("pdf") version is available at: <http://www.epa.gov/quality/qs-docs/r2-final.pdf>.) This element of the proposal is NOT SUBJECT TO THE 100 PAGE TECHNICAL PROPOSAL LIMIT.

V. Cost Control - (5 points)

(1) The offeror shall present a detailed discussion of cost accounting and cost control techniques to be used during all phases of operation. The offeror shall provide details regarding monthly billing cycles, accuracy of cost projections on completed projects, and ad-hoc cost tracking capability. The offeror shall describe how it estimates costs during the development of work plans or equivalent documents. The offeror shall also discuss its cost control procedures and processes to minimize costs to the Government during response and non-response activities.

(2) The offeror shall describe (and provide samples of) the financial information system to be used for tracking and reporting all expenditures by site, and for providing financial information for cost recovery activities. The offeror shall provide examples of its ability to document up-to-date information regarding costs in monthly reports.

(3) The offeror shall describe the cost management procedures that would be used during response actions including preparation of EPA Form 1900-55 Daily Cost Reports using the EPA Removal Cost Management System ("RCMS"). The offeror shall present procedures for identifying and reconciling cost variances between its cost accounting system and the EPA Form 1900-55 or similar report. The offeror shall describe the process of ensuring all costs from their accounting system are documented in RCMS and available for the invoice review process provided by the RCMS program.

NOTE: The RCMS is strictly for Superfund Removal Site cost tracking. It is not intended to augment or replace the Contractor's Cost Accounting System. The Contractor is required to track and account for costs with their own system.

(4) The offeror shall discuss its approach for cost effectively phasing into and assuming response work being done by entities including other EPA contractors, so that no disruption in work results.

(5) The offeror shall ensure timely close-out of task orders and submit trailing cost in a timely manner.

VI. Regulatory Compliance - (5 points)

(1) The offeror shall demonstrate its technical knowledge of and its ability to comply with technical, procedural and contracting/subcontracting applicable or relevant and appropriate requirements (ARARs) during response actions. ARARs were established under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986 and Title IV. Particular ARARs of interest

include TSCA PCB rules, NESHAP Asbestos rules, the land disposal restrictions under the Resource Conservation and Recovery Act (RCRA), and the CERCLA Off-Site Disposal Rule. Offerors shall also demonstrate their knowledge of Department of Transportation regulations related to the shipment of Hazardous Materials and other cargo in accordance with chapter 49 CFR including sections 100 -110, 130 and 171-179.

(2) The offeror shall demonstrate its technical knowledge of and its ability to comply with the requirements of the Clean Water Act (CWA) as amended by Subtitle B of the Oil Pollution Act (OPA) of 1990. The offeror shall also present a discussion demonstrating a working understanding of other ARARs that must be addressed during oil spill response actions.

(3) The offeror shall demonstrate its technical knowledge of and its ability to comply with the Stafford Disaster Relief and Emergency Act. An example demonstrating knowledge of the use of response personnel and appropriate materials in federal emergency exercises or actual emergency responses for a flood, hurricane or other natural or man made disaster or act of terrorism should be presented.

VII. PERSONNEL (10 points)

A) Key Personnel

(1) The offeror shall present a description of the key personnel. (See Exhibit A of the "Performance Work Statement"). The following personnel require resume information:

- a) Point of Contact (Program Manager) - 1 resume
- b) Response Manager(s) - 4 resumes (at least two RMs with Level A experience)
- c) Chemist(s) - 1 resume
- d) Program Safety Officer(s) - 1 resume
- e) Transportation & Disposal Coordinators - 2 resumes

Total: 9 Resumes are to be provided with the proposal.

The description requested should include a location chart delineating the total personnel by location, available for the contract. Key consultants and team subcontractors anticipated for the contract shall also be presented.

The offeror shall include Letters of Intent/Commitment Letters and resumes for each key person. The proposal shall identify proposed job titles for each key person. The resumes shall include the key person's academic background and include a listing of degrees and certifications earned, chronologically present professional experience including technical accomplishments, management experience and specific responsibilities and duties performed (including names of employer(s), job titles and dates of employment), and provide references. The resumes shall document the individuals' pertinent on-scene technical experience in managing and supervising response personnel, equipment and materials during emergency and time critical responses to removals of biological, radiological and hazardous chemical substance releases. Experience with early/interim remedial projects, disasters and incidents involving terrorism should also be presented. Resumes shall not exceed two(2) pages in length. Commitment letters, signed by each of the proposed key personnel, shall not exceed one (1) page in length and shall include percentage of time

available, date available to start work under this contract, and any contingencies.

(2) All key personnel shall meet the requirements described in Attachment 1, Performance Work Statement, Exhibit A. Key personnel will be evaluated based on experience and education in the proposed position.

B) On-Scene Response Personnel

(1) The offeror shall present the number of personnel in different locations qualified to perform work as delineated in the Performance Work Statement. Qualifications are as presented in the "Labor Categories" section. The offeror shall clearly identify full time employees, part-time employees, and non-full-time employees/casual labor (persons employed for specific projects and not eligible for full employee benefits). At contract award names of the personnel, titles, periods of employment, and employers of the personnel shall be provided. Any limitations on the ability to perform the requirements of the Performance Work Statement shall be noted.

C) Personnel Availability

(1) The offeror shall clearly demonstrate that the key personnel and on-scene response personnel are available to work on this contract if the offeror is selected for award. The offeror shall indicate which key personnel are current employees, which are proposed as new hires, which would be provided through subcontracts, and the percentage of the total time each individual would be available for this project. It is anticipated that there may be as many as 7 (seven) concurrent response actions being conducted in Region I at one time.

(2) The offeror shall describe the procedures for hiring new key personnel.

(3) The offeror shall also demonstrate its ability to provide bilingual personnel to perform efforts in the border region and/or trans-boundary efforts in accordance with the Performance Work Statement.

VIII. CONTRACT MANAGEMENT ABILITY (5 points)

The offeror shall demonstrate its ability to manage a large multi-disciplinary team over a large geographic area for multiple tasks, including experience in managing concurrent activities in widely dispersed geographic locations; manage cost by order and by task; and meet documentation requirements as required in Section F clause entitled Reports of Work.

The offeror shall describe the management structure for controlling all work and coordinating all activities with EPA. An example shall be presented describing how the management structure will handle the "day-to-day" activities, as well as the resolution of both contractual and site specific problems that may arise while performing activities.

The offeror shall provide a detailed description of procedures for soliciting and awarding subcontracts/purchase orders. The offeror shall identify what levels of subcontracting and purchasing will be managed in the field and what levels will require a higher-level support function.

The offeror shall identify all team subcontractors proposed as part of

this offer and delineate their roles and responsibilities. The offeror shall demonstrate how these subcontractors will be effectively incorporated into the overall project organization, including procedures to minimize the potential for conflict-of-interest situations.

The offeror shall demonstrate its capability to implement various working arrangements (e.g., letters of credit) with local providers of equipment, materials, and services.

IX. ORAL PRESENTATION TO THE GOVERNMENT (PRESENTATION OF SCENARIOS and ANSWERS TO POP QUIZ QUESTIONS) (25 points)

A. General

Oral Presentations will be scheduled with offerors as soon as possible after the closing date for receipt of proposals. After receiving the written proposals, the contracting officer will contact each offeror to establish a date and time for the offeror to make an oral presentation on: 1) the sample scenario presented in F. below, **based on a change in conditions**, which will be provided at the oral presentations, 2) answers to pop quiz questions which will be provided during the oral presentation, and 3) a **second** scenario which will be provided during the oral presentation. Offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule an oral presentation date and time will not be entertained and rescheduling of presentations will not be done unless determined to be necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process. All oral presentations will be conducted in person and in English.

B. Location of Presentations

Oral presentations will be held in Boston, Massachusetts.

C. Presentation Format

Offerors will make their presentation to a technical evaluation panel (TEP). The TEP members will not pose any questions to the offeror during the oral presentation. The contracting officer will be responsible for tracking the time.

The offeror will be provided forty (40) minutes to prepare its response to the scenario included in F. below and twenty (20) minutes to present the response. After a ten (10) minute break, the offeror will be provided written pop quiz questions. Offerors will not be allowed to ask any questions of the Government regarding the pop quiz questions. Each offeror will have the same number of questions and all questions are weighed equally. Offerors will be given two (2) minutes to formulate and present a response to each individual question. At the conclusion of the pop quiz questions there will be a ten (10) minute break. After the break the offeror will be given forty (40) minutes to prepare a response and twenty (20) minutes to provide a response to a second written scenario which will be provided at the oral presentation. Offerors will be allowed to use a computer and/or telephone in the preparation of the responses to the scenario. See sample schedule below:

8:30 a.m. - 8:35 a.m.	CO Introduction
8:35 a.m. - 9:15 a.m.	Prepare for Scenario #1
9:15 a.m. - 9:25 a.m.	Break
9:25 a.m. - 9:45 a.m.	Response to Scenario #1
9:45 a.m.- 9:55 a.m.	Break
9:55 a.m.- 10:55 a.m.	Answer Pop Quiz Questions
10:55 a.m.- 11:35 p.m.	Prepare for Scenario #2
11:35 p.m.- 11:45 p.m.	Break
11:45 p.m. -12:05 p.m.	Response to Scenario #2

At the conclusion of the oral presentation, the Government may request clarification of and elaboration on any points which are unclear or which were inadequately supported in the presentation. Any such interchange between the offeror and Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.306.

It is the intent of the Government to award the contract without discussions. If the Government determines that discussions and revised final proposals are necessary, the offeror will not be permitted to make any revisions to the oral presentation which includes responses to the Scenarios and Pop Quiz questions.

Only proposed key personnel specifically identified in the written offer may participate in responding to the Pop Quiz questions.

D. Presentation Media

The offeror may use offeror furnished overhead transparencies or flip charts/boards. The offeror shall provide seven (7) copies of a general outline of the major points that will be presented during the oral presentation. The outline shall be no more than two double-sided, double-spaced pages and shall be provided to the Contracting Officer upon arrival at the oral presentation. This will be the only hand-out accepted from offerors.

E. Video and Audio Taping

The Government will video and/or audio tape the presentations and the tapes may be disseminated to authorized personnel within EPA only. The Government will provide the offeror with a copy of the video/audio tape of its own presentation, at its request. However, tapes will NOT be released to offerors until after the deadline for the last post-award protest elapses, or if a post-award protest is filed, until after the protest is resolved.

F. Scenarios and Pop Quiz Questions

The key personnel responsible for each of the tasks listed below (as identified by the offeror as key personnel in the written proposal) shall make the oral presentation.

- Emergency Response (Hazardous Substance, Oil Spill, Disaster and Counter Terrorism);
- Time Critical Removal Support;
- Analytical Quality Assurance/Quality Control;
- Transportation and Disposal and Treatment (including regulatory compliance);
- Health and Safety Program/Site Health and Safety Plan Development and

- Review; and
- Resource Management/Cost Control.

The offeror shall provide a written synopsis of its proposed response actions to address the sample Task Order Scenario presented below. The synopsis should demonstrate the offerors' technical capability to analyze and scope out a project and develop a comprehensive plan that can be used by the OSC or other agency personnel in conducting the work on site. The written synopsis shall be provided with the proposal.

SAMPLE SCENARIO - Time Critical Removal

A chemical recycling facility in central Connecticut has been found to have approximately 2,800 drums and containers. Approximately 1,500 of these drums and containers are labeled indicating that they contain waste from electro-plating operations. Many of the unlabelled drums/containers appear to contain liquid and are haphazardly stacked (some staged on pallets, others stacked three high, and/or not fully seated on pallets). Most of these drums/containers are outside and are exposed to the elements. Many have been exposed for three or more years, and are of questionable structural integrity. Some of the drums are leaking (PA/SI screening results indicated pH ranging from 2 to 11 and some liquids were combustible). Approximately 50% of the containers have secondary containment.

The PA/SI also identified over 200 boxes (cubic yard cardboard wranglers) containing potentially contaminated trash, and a number of bulk tanks ranging in size from 250 to 2000 gallons. Historical information from State and Local authorities indicate that 50 percent of these could contain unknown liquid and semi-solid material. Collectively there may be thousands of gallons of waste.

Site Description:

The site is located in a mixed residential and commercial zoned area. It is comprised of approximately a three acre parcel with a 100,000 SF three story multi-section building which is adjacent to a tributary to a major river. Historical information shows that the first portion of the building was erected in the late 1800's. There is a lab in one section of the first floor used for testing the chemical composition of materials received and processed. The PA/SI noted that the roof of the main building has partially collapsed and that some areas were not accessible. Pipe insulation is visible throughout this area. It was also noted from Sanborn maps that the major portion of the building has an approximately 5 foot deep sub floor. The greater portion of the floors are made of wood. The others are concrete.

The site is surrounded by auto wrecking yards and recycling facilities and a small trailer park is sandwiched between the site and one of the auto wreckers. The site is partially fenced and the entrances to the building are locked. However, there has been access to the facility as evidenced by the presence of burned debris piles on the first floor, graffiti on the inside and outside of building walls and numerous broken windows. According to the EPA Region 1 Environmental Justice Mapping Tool, the site is in an environmental justice area.

An elementary school bus/van stop for the children that live in this trailer park lies at the southwest corner of the site and children have been observed frequently playing on the site. Local authorities responded to complaints from residents at the trailer park of a foul smell in the air that has been causing headaches, nausea and in some instances, tingling of the finger tips. During this response it was also determined that the trailer park has a drinking water well that supplied water to the residents. Tests indicated the well had elevated levels of heavy metals and solvents. CT DEP is currently providing temporary drinking water to the residents.

Records indicate that there hadn't been any activity at this site for almost a year and the site has become a dumping ground for bulky waste/white goods.

EPA has issued an Action Memo to conduct a time critical Removal action to address the site.

Instructions:

The Offeror shall provide a written response to summarize its approach to addressing the scenario. The response shall not exceed 10 pages. It should include:

1. **A site-specific work plan** (reference the Section F clause "Reports of Work") for anticipated removal actions from mobilization to demobilization at the site.
2. All major tasks associated with the removal action shall be clearly identified and prioritized;
3. The project organization, including a description of the personnel, equipment, materials, and amount of each required to implement your approach;
4. **The stabilization, treatment and/or disposal approach(es) and implementation procedures;** and
5. A project schedule or timeline;

To the extent that these items are not addressed in the Work Plan the offeror shall also provide a concise written explanation of:

1. The overall approach to a Health and Safety Plan (HASP), including levels of protection, decontamination procedures, and air monitoring considerations;
2. The overall approach to a QA project plan;
3. The subcontracting needs and procedures to solicit and award subcontracts;
4. The overall approach to the response, including a description of the **technical methods, management approach, and analytical needs**

shall be specified;

5. Approaches to control costs, and RCMS procedures;
6. The immediate and ongoing methods of communication with the OSC about approaches and progress; and
7. Any assumptions or inferences made.

X. PAST PERFORMANCE (15 points)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least five contracts and subcontracts completed in the last three years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

SECTION II: COST/PRICE PROPOSALS INSTRUCTIONS

(SUBMIT AN ORIGINAL AND FOUR COPIES OF YOUR COST/PRICE PROPOSAL WITH DISKETTE OR CD)

Your Cost/Price proposal shall be specific, complete in every detail, and separate from your technical proposal.

I. General

This contract will contain one base period of 42 months (3 ½ years). The contract will contain two award terms; the first will be 18 months (1 ½ years), and the second will be 24 months (2 years). For the total seven year period (base period and award terms) there will be five (5) option increments to increase the amount of services by 10% of the total labor and equipment cost for the year in which the option increment is ordered. The maximum total contract price will include amounts for the base year, award terms 1 and 2 and the five (5) ten percent option increments.

The proposals must identify and include all relevant Cost or Pricing Data in accordance with FAR 15.408, Table 15-2. Cost or Pricing Data refers to all available facts that might reasonably be expected to affect price negotiations.

IMPORTANT: IN ADDITION TO HARDCOPY, offerors are requested to submit their price/cost proposals on IBM compatible computer disks or CD for use in LOTUS 1-2-3 or Excel. The agency utilizes these

disks during the review of proposed costs or prices for such things as math checks and the use of correct escalation and conversion factors and other evaluation procedures. It is imperative that the submitted disks include all formulas and factors used to compute the proposed cost or price. As with all proposal information the agency evaluates, the HARDCOPY will be considered the "official" proposal. Although submission of a computer disk will expedite review, failure to submit a disk will not affect consideration of the proposal.

II. SUBMISSION OF COST OR PRICING PROPOSAL

a. Submit cost or pricing data on a information prepared in accordance with FAR Table 15-2, Instructions for Submitting Cost/Price Proposals When Cost and Pricing Information are required and the following:

(i) Clearly identify separate cost or pricing data associated with any:

(a) Option to extend the term of the contract;

(b) Option for the Government to order incremental quantities; and/ or

(c) Major tasks, if required by the special instructions.

You may indicate the above cost or price-detailed data in narrative form or on a spread sheet, provided that all cost or pricing data is adequately and clearly described. Place recap/summary information on the SF 1411.

(ii) Clearly identify all costs and data in support of the proposed cost/price. Include the index required by FAR 15.408, Table 15-2, I.B.

(iii) Submit a current financial statement, including a balance sheet and a statement of profit and loss for the last completed fiscal year. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

(iv) If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your intercompany pricing policy. Separately identify costs and supporting data for each such entity proposed.

(v) This solicitation includes a "Fixed Rates for Services" clause. Please provide in your cost proposal a schedule duplicating the format in the clause and include your proposed fixed hourly rates per labor category for the base and any award term periods.

(vi) This solicitation includes the clause at EPAAR 1552.232-73, "Payments-- Fixed-Rate Services Contract," and the clause at FAR 52.232-7, "Payments Under Time and Materials and Labor-Hour Contracts," the offeror shall include in the cost proposal the estimated costs and burden rate you will apply to materials, other direct costs, or subcontracts. The Government will include these costs as part of its cost proposal evaluation.

(vii) 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.

(2) Direct Labor.

(i) Attach support schedules indicating types or categories of labor together with labor hours for each category, indicating rate of compensation. Indicate the method used in computing the labor rate. If individual labor rates are proposed, give employee names.

(ii) 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).

(iii) State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.

(iv) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

(A) Individuals name;

(B) Annual salary and the period for which the salary is applicable;

(C) List of other research projects or proposals for which salary is allocated, and the proportionate time charged to each; and

(D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charged as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(3) Indirect costs (overhead, general, and administrative expenses, or in accordance with the offerors accounting system).

Unless your proposed indirect rate(s) have recently been accepted

by a contracting agency of the Government, provide detailed supporting computations. These computations may include historical as well as budgeted data. Indicate whether your computations are based upon historical or projected data. If your rates have been recently approved, include a copy of the 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.

(4) Travel expense.

(i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect cost.

(5) Consultant service.

Identify the contemplated consultants. State the amount of service estimated to be required and the consultants quoted daily or hourly rate.

(6) When the cost of a subcontract is substantial (25 percent of the estimated contract value or \$10,000, whichever is less), include details of subcontract costs in the same format as the prime Contractor's costs. Include a cost or price analysis of the subcontract costs in accordance with FAR 15.404-3-.

(7) Equipment (not including special equipment).

(i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items and details of the basis of such charges.

(ii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.

(8) Facilities and special equipment, including tooling.

(i) If special purpose facilities or equipment is being proposed, provide a description of these items, details of the proposed costs including competitive prices, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

(ii) If fabrication by the prime Contractor is contemplated, include details of material, labor, and overhead.

(9) Other Direct Costs

(i) Identify the major ODC items that, under your accounting system, would be a direct charge on any resulting contract.

(ii) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost.

The offeror shall submit a cover letter indicating that this 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 120 calendar days from the date of the offer unless otherwise specified in Block 12 on Page 2 of the solicitation.

The proposed ERRS contract function is to provide response services which include the following cost or price elements:

1. Personnel
2. Equipment
3. Other Direct Cost Services (ODCS)

1. PERSONNEL:

a. For each labor category specified in the Section J attachment entitled "Pricing Schedule for Years 1-7", offerors shall propose a LOADED FIXED HOURLY RATE (LFHR) (straight, overtime, and holiday time) for each year of the contract. The contractor shall submit the detailed buildup which resulted in the LFHR with the proposal. A LFHR is defined to consist of the following elements:

1. raw wage or salary rate*,
 2. fringe benefits (if applicable),
 3. overhead rate (if applicable),
 4. G&A expense rate (if applicable),
 5. profit (if applicable)
- or in accordance with the offeror's accounting system.

*See the Applicable U.S. DOL Wage Determination in the Section J attachments.

b. For EVALUATION PURPOSES, multiply the offeror's LFHR times the estimated number of LABOR HOURS (LH) provided in the Pricing Schedule.

NOTE: For evaluation purposes, the labor hours provided in the Pricing Schedule represent the labor hours for each year of the proposed contract. For each year of the proposed contract, determine the TOTAL, PROPOSED PRICE FOR LABOR (PPL).

$$\text{LFHR} \times \text{LH} = \text{PPL}$$

2. EQUIPMENT:

a. For each equipment item specified with usage factors in the Pricing Schedule, offerors shall propose a Fixed Daily Use Rate (FDUR). Offerors may be required to furnish the cost buildup to support their proposed equipment rates.

b. Fixed Rate Equipment Items are identified in the Pricing Schedule. The rates established for these fixed rate items will represent the maximum ceiling or cap for such items (whether based on

contractor owned equipment or rental/lease quotes). **The equipment rates shall apply to equipment whether it is contractor-owned or rented/leased and shall be inclusive of all costs (operation and maintenance, repair costs, depreciation and other acquisition costs and indirect costs, as applicable).** Offerors should note that the rates established for equipment items will remain in effect for the life of the contract and may not be exceeded.

c. FOR EVALUATION PURPOSES, multiply the offerors proposed FDUR times the estimated number of use days (MaxUD) as provided in the Pricing Schedule for each contract period under the proposed contract to determine the PROPOSED PRICE FOR EQUIPMENT USE (PPEU).

$$\text{FDUR} \times \text{MaxUD} = \text{PPEU}$$

3. SPECIAL NOTE REGARDING LABOR AND EQUIPMENT:

The estimated maximum number of labor hours or equipment days are for SOURCE EVALUATION AND SELECTION PURPOSES ONLY. EPA's total obligation under any resultant contract is limited to the minimum amount specified in Clause B-2. "Minimum and Maximum Amounts." All rates for labor on this time and materials contract will be the same for each labor category whether a prime or subcontractor.

Negotiation of Team-Subcontractor fixed rates for labor and equipment will be the responsibility of the prime contractor. The Contracting Officer may consent to Team Subcontracts, after review of a submission if required, if it can be determined that the prime contractor has a sound basis for selecting and determining the responsibility of the Team-Subcontractor.

The contractor shall multiply the burdened daily rate by the estimated number of hours set forth in the schedule.

4. OTHER DIRECT COSTS:

a. Other Direct Cost (ODCS) include all other efforts, beyond the provision of fixed labor and equipment, which are necessary for conducting the Emergency and Rapid Response Services. Such efforts typically include, but are not limited to:

1. Travel and Subsistence
2. Materials & Misc.
3. Subcontracting

b. **ODCs will be reimbursable by EPA on a cost basis only.**

c. If any offeror normally applies an indirect charge (overhead or G&A) to ODCS, this normal charge (expressed as a percentage) must be included in the offeror's proposal. 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, these costs should not be included as a direct cost. Complete explanation of this adjustment and the offeror's practice should be provided. This indirect charge is subject to

full review by the EPA and must conform to the cost principles in FAR Part 31.

d. Offerors shall propose and the EPA will evaluate proposals based on the following amounts to cover ODCS, plus any applicable indirect charges which shall be expressed as both a percentage rate and as an extended total dollar amount. The dollar amount is the product of the percentage rate times the sum of the Government ODCs estimate.

ODCs include travel & subsistence, materials & miscellaneous items, and other subcontracts.

ODC CHARGE CATEGORY	GOVERNMENT ESTIMATE	Total= Est.+ Indirect
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BASE PERIOD

YEAR ONE

Travel

Materials

Subcontracts/ODCs

Total Year One

YEAR TWO

Travel

Materials

Subcontracts/ODCs

Total Year Two

YEAR THREE

Travel

Materials

Subcontracts/ODCs

Total Year Three

YEAR FOUR (1ST 6 MONTHS)

Travel

Materials

Subcontracts/ODCs

Total Year Four

AWARD TERM 1

YEAR FOUR (2ND 6 MONTHS)

Travel

Materials

Subcontracts/ODCs

Total Year Four

YEAR FIVE

Travel

Materials

Subcontracts/ODCs
Total Year Five

AWARD TERM II

YEAR SIX
Travel
Materials
Subcontracts/ODCs
Total Year SIX

YEAR SEVEN
Travel
Materials
Subcontracts/ODCs
Total Year Seven

TOTAL ALL YEARS

5. OTHER CONSIDERATIONS/INSTRUCTIONS

a. The offeror shall submit an official written copy of its corporate policy regarding reimbursement of overtime paid to professional or exempt employees and corporate holidays.

b. The offeror shall certify that it will comply with the Federal Travel Regulations concerning all travel and subsistence under this contract, and shall provide a copy of its corporate travel policies.

c. The offeror may submit, if applicable, as part of their cost or pricing proposal, fixed rates for transportation services of oil and hazardous substances. Rates submitted will not be used in the cost evaluation; however, the Government may negotiate rates for any transportation categories that are reasonably priced.

2. For Evaluation Purposes:

Add the TOTAL PROPOSED PRICE FOR LABOR(PPL) and the TOTAL PROPOSED PRICE FOR EQUIPMENT USE (PPEU) and the EPA ESTIMATE FOR OTHER DIRECT COST SERVICES (ODCS) (including any indirect costs if applicable)to obtain the TOTAL PROPOSED AMOUNT FOR RESPONSE SERVICES (TPARS)

$$\text{PPL} \quad + \quad \text{PPEU} \quad + \quad \text{ODCS} = \text{TPARS}$$

5. The Section L clause entitled "DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST" has been modified. The text is as follows:

(a) The Agency has determined that a significant potential conflict of interest would exist if a current Superfund Technical Assessment and Response Team (START) prime or team subcontractor within the Region 1 ERRS geographical

area(s) is awarded this ERRS contract. Therefore, Region 1 START prime or team subcontractors within the Region 1 ERRS geographical area(s) are not eligible for award of the Region 1 ERRS contract. Offerors shall be required to certify that they are not a Region 1 START prime or team subcontractor within the Region 1 ERRS geographical area(s).

(b) In addition, the Agency has determined that Superfund Headquarters policy prime or team subcontractors or offerors with a financial or working relationship with current START prime or team subcontractors may have a potential conflict of interest. Therefore, offerors responding to this solicitation are requested to disclose any such relationships in their proposal. The disclosure statement must address actual or potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent companies, sister companies, affiliates, subsidiaries, and other interests held by the offeror; generally limited up to third tier relations unless there are potential conflict of interest concerns related to more distant affiliates. Offerors who are determined to have a conflict will be provided an opportunity to submit a plan which describes how any such conflicts will be avoided, mitigated or neutralized. The Agency will determine an offeror's eligibility for award based on the information provided.

(c) The purpose of requesting the information in paragraph (b) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The fact that an offeror has a relationship with a current START or Superfund Headquarters policy prime or team subcontractors will not necessarily disqualify the offeror for considerations for award. There is no set formula for determining what relationships would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interest of the Government due to organizational conflict of interest concerns. Each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, mitigating or neutralizing such conflicts.

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

(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 are listed below. Please see the Section L Clause entitled "INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST/PRICE PROPOSALS - SECTION I: TECHNICAL PROPOSAL INSTRUCTIONS for detailed information regarding the Evaluation factors and subfactors.

I. EXPERIENCE (10 points)

- a) Technical Experience
- b) Management Experience

II. RESPONSE PLAN (10 points)

III. RESOURCE MANAGEMENT (10 points)

IV. QUALITY ASSURANCE (5 points)

V . COST CONTROL (5 points)

VI. Regulatory Compliance (5 points)

VII. PERSONNEL (10 points)

- a) Key Personnel
- b) On-Scene Response Personnel
- c) Personnel Availability

VIII. CONTRACT MANAGEMENT ABILITY (5 points)

IX. ORAL PRESENTATION TO THE GOVERNMENT (25 points)

The key personnel responsible for each of the tasks listed below (as identified by the offeror as key personnel in the written proposal) shall make an oral presentation which will demonstrate the offeror's technical and management experience, knowledge and ability to perform the following tasks.

- Emergency Response (Hazardous Substance, Oil Spill, Disaster and Counter Terrorism);
- Time Critical Removal Support;
- Analytical Quality Assurance/Quality Control;
- Transportation, Disposal and Treatment (including regulatory compliance);
- Health and Safety Program/Site Health and Safety Plan Development and Review; and
- Resource Management/Cost Control.

The oral presentation will consist of the Scenario provided in the RFP, **based on a change in conditions**, pop quiz questions to be provided at the oral presentation and a second scenario to be provided at the oral presentations. Offerors' responses to the Scenario and Pop Quiz questions will be evaluated for technical understanding of the Agency's programs and offeror's ability to perform the technical requirements of the Performance Work Statement.

X. PAST PERFORMANCE (15 points)

- 1) Quality of Product Service;
- 2) Timeliness of Performance;
- 3) Cost Control;
- 4) Customer Satisfaction;
- 5) Business Practices;
- 6) Initiative in Meeting Requirements;
- 7) Responsiveness to Technical Direction;
- 8) Responsiveness to Performance Problems.

(c) Offerors should prepare their technical proposal as succinctly as possible. Quality of information is more important than quantity. Elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are not necessary nor desired. Clarity, brevity and logical organization should be emphasized during proposal preparation.

(d) Award will be made to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered.

(e) Proposals will be evaluated on a numerical basis. The government will evaluate each proposal and assign a point score for each of the six major evaluation factors. **The maximum score that can be received is 100.**

Technical evaluation criteria will be evaluated using the following EPAAR numerical rating scheme:

0 = The factor is not addressed or is totally deficient and without merit.

1 = The factor is addressed, but contains deficiencies and/or weaknesses that can be corrected only by major or significant changes to relevant portions of the proposal, or the factor is addressed so minimally or vaguely that there are widespread information gaps. In addition, because of the deficiencies, weaknesses, and/or information gaps, serious concerns exist on the part of the Technical Evaluation Panel (TEP) about the offeror's ability to perform the required work.

2 = Information related to the factors is incomplete, unclear, or indicates an inadequate approach to, or understanding of the factor. The TEP believes that there is question as to whether the offer would be able to perform satisfactorily.

3 = The response to the factor is adequate. Overall, it meets the specifications and requirements, such that the TEP believes that the offeror could perform to meet the Government's minimum requirements.

4 = The response to the factor is good with some superior features. Information provided is generally clear, and the demonstrated ability to accomplish the technical requirements is acceptable with the possibility of more than adequate performance.

5 = The response to the factor is superior in majority of features. Information provided is clear and concise and the approach significantly exceeds the Government's minimum requirements.

7. The Section M clause entitled "EVALUATION OF CONFLICT OF INTEREST PLAN" has been modified. The text is as follows:

The Conflict of Interest Plan as described in the Section L Clause entitled, "Conflict of Interest Plan" will be evaluated as acceptable or unacceptable. Notwithstanding the evaluation of an offeror's cost, an offeror that submits a plan that ultimately is unacceptable after the completion of negotiations will not be eligible for a contract award. Contractor COI plans must meet the minimum standards described in the Section J Attachment entitled "Minimum Standards for EPA Contractor Conflict of Interest Plan". **Submit the Conflict of Interest Plan as an Attachment in the Technical Proposal.**

8. The answer Q37. has been revised. The answer is as follows:

Please account for subcontractors in accordance with your accounting system. There is a specified dollar amount for Other Direct Costs contained in the RFP. If an offeror takes issue with any specified amount in the RFP please explain why.