

AMENDMENTS TO THE SOLICITATION

1. The Section I clause entitled "TERMINATION (COST-REIMBURSEMENT) (FAR 52.249-6) (MAY 2004)" has been added. The text is as follows:

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if--

(1) The Contracting Officer determines that a termination is in the Government's interest; or

(2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of

which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government, and (iii) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; *provided, however*, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(e) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall

submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.

(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (h)(1) of this clause.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

(i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (h)(4) of this clause.

(i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor (1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) The amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.

(m)(1) The Government may, under the terms and conditions it prescribes,

make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

2. The Section L clause entitled "TECHNICAL PROPOSAL INSTRUCTIONS" has been modified. The text is as follows:

I. General Instructions.

(a) The offeror's attention is directed to the provision in Section H of this solicitation entitled, RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION.

(b) As stated in FAR clause 52.215-1(f)(4), "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 offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later deems them to be necessary.

(c) Delivery of Written Submission:

All written submissions (technical & cost proposals, plans, etc.) should be submitted both electronically via e-mail and postal mail. Electronic submissions shall be submitted to the following e-mail addresses on or before the closing date and time shown on the cover page of this solicitation:

Claudia Armstrong
armstrong.claudia@epa.gov

Ron Bell
bell.ron@epa.gov

In addition, the offeror shall provide an original and five (5) hard copies of all written technical and cost proposals. Hard copies of technical, cost proposals, and other related documents shall be mailed to:

Hand Delivered and Overnight Commercial Carriers

**Environmental Protection Agency
Bid & Proposal Room, Ronald Reagan Building, 6th Floor (3802R)
Attn: Claudia Armstrong
1300 Pennsylvania Avenue, NW
Washington, DC 20004**

- OR-

U.S. Mail Only

**Environmental Protection Agency
Bid & Proposal Room, Ariel Rios Building, (3802R)
Attn: Claudia Armstrong
1200 Pennsylvania Avenue, NW
Washington, DC 20460**

II. Proposal Instructions:

Offerors are advised to read the technical proposal instructions and evaluation criteria thoroughly before preparing their technical proposal. The technical proposal will consist of two parts: (1) a written technical proposal, and (2) an oral presentation to the Government. The following sections provide further details regarding the written and oral portions of the technical proposal. Please note that the terms "offerors", "you", "your", etc., as used below, refer to the prime contractor, all subcontractors, consultants, and any other team contractors.

(a) Written Technical Proposal

Offerors shall submit their technical proposal separately from their cost proposal. All cost or pricing details shall be omitted from the technical proposal.

Written proposals should consist of five sections. Further details on the format and content of the requested information is discussed below.

General Instructions:

Technical proposals shall be prepared using the following guidance:

(1) 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 180 calendar days from the due date of the solicitation.

(2) Length - The maximum length of the technical proposals shall be limited to 75 double-sided typewritten pages (i.e. 75 single sheets of paper for a maximum of 150 **sides**) on 8 ½ x 11" paper, using no less than 10 point character size and no less than an average of 3/4" all around for margins. The following items are *excluded* from the above stated page limitation: letters of transmittal, cover page, table-of-contents, dividers, labor-mix matrices, briefing charts, and **Microsoft Power Point** slides (maximum 50 slides) to be used in the oral presentation. Resumes and Past Performance references are not excluded from the above stated page limitation. Foldout pages are considered as the total number of 8-1/2 by 11 inch pages or fractions thereof that they fit. Offerors are strongly urged to be as succinct, clear and concise as possible in writing the proposal and adhering to the recommended page limitation. Should an offeror fail to adhere to the page and **Power Point slide** limitations cited above, any pages or slides in exceeding the page limitation will not be considered for review or evaluation by EPA.

(3) Proposal Format - Offerors are advised to supply all information in the sequence and format specified below. The offeror's proposal and supporting documentation must provide sufficient information for the Government to conduct a thorough evaluation. It is suggested that proposals be placed in binders with dividers clearly indicating the following sections:

A. Technical - To include a detailed written discussion of the offeror's demonstrated technical capabilities to perform the SOW.

B. Key Personnel

C. Corporate Experience

D. Contract Management Approach - Labor-Mix Matrix

E. Past Performance

F. Organizational Conflict of Interest Plan

PLEASE NOTE: Any written materials related to the oral presentation (i.e. power slides, briefing charts/tables, labor-mix matrices, etc.) shall be included under a separate divider in the section its related to.

(4) Charts - Offerors are encouraged to use, whenever appropriate, quantitative and graphical methods to portray facts whenever possible through the use of charts, tables, lists, matrices, diagrams, tabulations, etc.

(5) Prohibition of Cost Data - As stated above, all costs or pricing details must be omitted from the technical proposal.

(6) Exceptions - Any exceptions or conditional assumptions taken with respect to the requirements of this RFP shall be fully explained as an attachment to the written technical proposal. However, please note that exceptions or deviations may render your proposal as non-responsive and therefore ineligible for an award without discussions.

Required Sections of the Written Technical Proposal & Oral Presentation:

As stated above, offerors are encouraged to review Section M clause entitled, Evaluation Factors for Award and the SOW when preparing their written proposals and oral presentation technical responses.

A. Technical

Sub-factor(a): Technical Capability (**WRITTEN PROPOSAL**)

Offerors shall demonstrate and present their technical knowledge and capabilities concerning the Statement of Work (SOW) as prescribed in Section M clause entitled, Evaluation Factors for Award. Offerors shall provide a clear and concise description of their strategic technical approach and knowledge relative to their overall understanding of the duties related to program analysis, policy formulation and dissemination, supporting plan development and implementation, to address the tasks outlined in the SOW.

Sub-factor(b): Sample Work Assignment (WA) Statement of Work Response (**ORAL PRESENTATION**)

Offerors shall demonstrate their technical knowledge by presenting their technical approach to address the issues identified in the Sample Work Assignment SOW found in Attachment 2 of this solicitation, during an oral presentation. **Any** Power Point slides, and any briefing charts **to be** used as part of the oral presentation **must** be included **under the divider entitled "Technical" in the written technical proposal binder.**

Sub-factor(c): Pop-Quiz Response (**ORAL PRESENTATION**)

Pop quiz technical questions will be provided to the offeror during oral presentations and time will be allotted for **offerors** to prepare their response. These responses provided to these questions will be used to further assess the offeror's technical capability. **All offerors will receive the same pop quiz questions.**

B. Key Personnel (**WRITTEN PROPOSAL**)

Offerors shall provide resumes for those individuals which are considered key to the performance of this contract. For each individual proposed, please demonstrate the percentage of time the person will be able to devote to this contract. Please indicate what level of Security Clearance each key personnel possesses.

The resumes shall demonstrate that the proposed team possesses the qualifications (i.e., the education and experience) necessary to successfully manage and perform the statement of work (SOW). The discussion of personnel experience shall include those characteristics which demonstrate experience and capabilities including organizing and managing contracts and experience and technical expertise in the subject areas identified in the SOW .

Note: As stated in Section IV of the SOW, All Contractor personnel at a minimum, must have a current Top Secret (TS) Security Clearance and meet the requirements to be granted SCI access. **(Please refer to Attachment 8 for instructions of how to fill out form and return the completed form with your**

proposal.)

C. Corporate Experience (WRITTEN PROPOSAL)

Offerors shall describe their corporate experience (including subcontractors and consultants) providing services the same or similar to Tasks 1-10 of the Statement of Work (SOW). Specifically, offerors shall submit a list of all contracts and subcontracts currently in process, or completed within the past three years, which are similar in nature to this requirement. Contracts listed may include those entered into with Federal, State and local governments, and commercial businesses. Specifically, the offeror (including all proposed team subcontractors) shall provide the following information for each contract/subcontract:

1. name of contracting activity/commercial business;
2. contract title and number;
3. contract type and total contract/subcontract value;
4. brief description of contract/subcontract and the technology areas involved;
5. period of performance.
6. any affiliation between offeror and client

This list must demonstrate that the offeror (including prime contractor, team subcontractors and consultants) possesses experience managing contracts of the scope, dollar amount and complexity that are similar to this requirement.

D. Contract Management Approach (ORAL PRESENTATION & WRITTEN TECHNICAL PROPOSAL FOR LABOR- MIX MATRIX)

Offerors will be evaluated on their demonstrated ability to perform the tasks required in the SOW from a contract management perspective. During the oral presentation, offerors shall describe their approach to planning, organizing, and carrying out contract activities as presented in the SOW and the Sample Work Assignment Scenario, to ensure effective, efficient, timely, and responsive support. This shall include their description of a proposed management plan, including subcontractors.

Offerors also shall discuss how they plan to effectively meet the requirements of the contract through the roles and responsibilities of their team members, and through lines of authority and communication within the organization, and their ability to resolve potential problems arising during contract performance. This description of the contract management approach shall be included as part of the oral presentation. **Any** Power Point slides, and any briefing charts **to be** used as part of the oral presentation **must** be included **under the divider entitled "Contract Management Approach" of the written technical proposal binder, and marked for use in the oral presentation.**

In addition, as part of the written proposal, offerors shall submit a Labor Mix Matrix for the first year of the contract, demonstrating how they plan to distribute the level of effort among the prime and subcontracting team. The labor-mix matrix is not included in the written proposal page count referenced in the General Instructions section above.

E. Past Performance

Offerors shall provide past performance information in accordance with the Section L clause entitled, PAST PERFORMANCE INFORMATION.

III. ORAL PRESENTATIONS TO THE GOVERNMENT

A. General Information

The primary purpose of the oral presentation will be to assess the offerors' understanding of the requirements of the Statement of Work, their knowledge and expertise in performing the tasks outlined in the SOW, and the expertise and knowledge of individuals proposed as Key Personnel.

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 or Contract Specialist will contact each offeror to establish a date and time for the offeror to make an oral presentation. The order in which presentations will take place will be selected through a random drawing of offerors names by the Contracting Officer and Contract Specialist. **The oral presentations will be scheduled as close as possible to each other.**

Offerors shall present their technical approach and recommendations to the issues identified in: 1) the Sample Work Assignment scenario found in Attachment 2 of this RFP (**Evaluation Sub-factor 1(b)**), 2) answers to pop quiz questions which will be provided during the oral presentation (**Evaluation Sub-factor 1(c)**), and 3) the offeror's contract management approach to satisfying the requirements of the SOW (**Evaluation Factor 4**). 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 in the English language. Only individuals who are specifically identified as Key Personnel in the written proposal will be allowed to participate in the Oral Presentations. **Up to seven (7)** key personnel specifically identified in the written proposal will be allowed to participate in the Oral Presentations.

B. Location of Presentations

For preparation purposes, oral presentations will be held at EPA Headquarters in Washington, DC. The specific date, time, and location will be disclosed to each offeror within one week (7 calendar days) of the closing date of this solicitation. The Government estimates oral presentations will take place during the week of June 23, 2008.

C. Videotaping and Audio Recording

Presentations will be videotaped or audio recorded by the Government. In the event presentations are videotaped or audio recorded, offerors **may** be provided

a copy of their own videotaped presentation, **upon their request**. Submission of videotapes or other forms of media containing the presentation are not authorized and such technical proposals shall be considered non-responsive and rejected.

D. Presentation Format

1. Presentations shall be made by **up to seven (7)** members of the proposed Key Personnel staff. Offerors will make their presentations to the EPA technical evaluation panel, the Contracting Officer and Contract Specialist. Although the presentations must be complete, concise and clear, the Government will place very little emphasis on the presentation style of the presenters.

2. Evaluation Sub-factor 1(b)

Offerors shall demonstrate their technical knowledge and understanding of the Statement of Work found in Attachment 1 of this solicitation, by presenting their technical approach that addresses the tasks outlined in the Sample Work Assignment SOW (Attachment 2). The offeror's response to the Sample WA shall include a detailed description of the technical methods, management approach, and other analytical needs with respect to the tasks outlined in the Sample WA SOW.

The offeror's oral presentation response to the Sample Work Assignment shall address the following:

- a. A detailed description of the offeror's technical knowledge and approach relative to the Sample Work Assignment SOW tasks and sub-tasks;
- b. A discussion of the estimated time frames/performance schedules to complete the major milestones and tasks;
- c. An explanation of offeror's internal decision-making process for responding to the requirements of the Sample Work Assignment SOW. This includes a description of the roles and responsibilities of contractor personnel who will make decisions and determinations during the work plan preparation process;
- d. A description of the process used to develop the work plan, and communication process between the offeror and EPA throughout that process;
- e. A discussion relative to potential issues, problems, or challenges associated with satisfying the requirements of the Sample WA SOW and proposed solutions for addressing those *issues(i.e. communication, coordination, etc);* and
- f. A detailed discussion of the management approach specifically for coordinating and managing the tasks required under the Sample Work Assignment SOW. The discussion shall include a description of their approach to planning, organizing, and carrying out contract activities required in Sample Work Assignment SOW, to ensure effective, efficient, timely, and responsive support.

The offerors **oral** presentation with respect to Contract Management Approach, **(Evaluation Factor 4)**, shall address the following:

During the oral presentation, offerors shall present a detailed description of their Contract Management Approach relative to the task requirements in the contract level SOW, provided in Attachment 1 of this solicitation. The offerors' **Contract Management Approach** shall address how the offeror will maintain work, and provide a description of their approach to carrying out contract activities required under contract level SOW, to ensure effective, efficient, timely, and responsive support.

Offerors will also be evaluated on their approach to planning and organizing contract activities as presented in the SOW, including, but not limited to the management of subcontractors and the roles and responsibilities of key personnel. Offerors will be evaluated on the extent to which they can meet the requirements of the contract through clear lines of authority, communication and responsibility, as well as their ability to resolve potential problems that arise during contract performance. Furthermore, offerors will be evaluated during their oral presentation response on their ability to distribute work between the prime and subcontractors in an effective and efficient manner that supports the SOW requirements.

Offerors may demonstrate their **Contract Management Approach** to meet these requirements by explaining and demonstrating how similar requirements were satisfied and performed in the past.

3. Offerors will be given a total of 45 minutes, to present their response to the Sample Work Assignment and 45 minutes to present their Contract Management Approach. Offerors shall be limited to no more than 50 **Power Point** slides during their oral presentation. The briefing charts should highlight information in the briefing, not provide a narrative of the briefing content. The offeror shall provide a copy of **each** briefing chart or **Power Point slide** under the appropriate **sections of the written technical proposal**. Any substitution of Power Point slides and/or briefing charts **from that submitted with the written technical proposal** will result in a score of a "2" rating for the **applicable** evaluation factor. Offerors are responsible for providing a person to control **any** power point presentation, if it will not be done by the presenter. Offerors will also be allowed to write on a flip chart during the presentation to illustrate their points. EPA will provide the flip chart, paper tablet, and black pen marker. All flip chart sheets and paper tablet sheets will be retained by EPA and used as reference materials during by the technical evaluation panel.

After the presentation of the Sample WA response and the Contract Management Approach, offerors will be given a twenty (20) minute break. Following the break, the offeror will be provided written pop quiz questions. Offerors will not be allowed to ask any questions of the Government or external resources regarding the pop quiz questions. Each offeror will have the same questions and all questions are weighed equally. Offerors can expect to receive five (5) pop quiz questions. The pop quiz questions will further test the offeror's ability to satisfy the

requirements of the contract SOW, found in Attachment 1 of the RFP.

Offerors will be given forty-five (45) minutes to formulate a detailed response to the pop quiz questions. Each offeror will then be given a maximum of sixty (60) minutes to present their responses to each individual question. At the conclusion of the pop quiz presentation responses, there will be a ten (10) minute break, then the group will reconvene for a clarification period. At the conclusion of the oral presentation, the Government may request clarification of points which are unclear. 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. The Contracting Officer will conduct the clarification period.

The sample schedule below is intended to give offerors an idea of the schedule of activities that will take place during the oral presentations.

9:00 a.m. - 9:30 a.m. - CO, TEP, and Offeror Introductions
 9:30 a.m. - 10:15 a.m. - Presentation of Sample WA
 10:15a.m. -11:00 a.m. - Presentation of Contract Management Approach
 11:00 a.m.-11:20 a.m. - BREAK TIME
 11:20 a.m.-12:05 p.m. - Pop Quiz Response Preparation
 12:05 p.m.- 1:05 p.m. - Pop Quiz Response Presentation to TEP
 1:05 p.m.- 1:15 p.m. - BREAK
 1:15 p.m. -1:45 p.m. - TEP Clarification Period

3. The Section M clause entitled "EVALUATION FACTORS FOR AWARD" 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) The offeror's technical ability will be evaluated based on information provided in the written technical proposal and the oral presentation. Evaluation factors and significant sub-factors to determine quality of product or service include the following:

FACTOR 1: TECHNICAL (45 points)
Sub-factor (a): Technical Capability (Written Proposal) (20/45 points)
Sub-factor (b): Sample Work Assignment (15/45 points)

Response (Oral Presentation)	Sub-factor (c):
Pop- Quiz Response (Oral Presentation)	(10/45 points)
FACTOR 2: KEY PERSONNEL (Written Proposal)	(20 points)
FACTOR 3: CORPORATE EXPERIENCE (Written Proposal)	(15 points)
FACTOR 4: CONTRACT MANAGEMENT APPROACH (Oral Presentation)	(15 points)
FACTOR 5: PAST PERFORMANCE (Written Proposal)	(5 points)

Proposals will be evaluated using the following 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 Advisory 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 approach is acceptable with the possibility of more than adequate performance.

5 = The response to the factor is superior in most features.

PLEASE NOTE: During the oral presentation, offerors shall ONLY use the briefing charts/ tables and Power Point slides which are included in the written technical proposal. Should a conflict arise between what an offeror presents during their oral presentation and the briefing charts/tables and Power Point slides which are included in their technical proposal, the information included in the written technical proposal will be used for evaluation purposes.

Factor 1. TECHNICAL

Subfactor(a) Technical Capability (WRITTEN PROPOSAL) (20 points)

The offeror shall demonstrate and present their technical knowledge with respect to the background information and task areas presented in the Statement of Work (SOW). More specifically, the offeror shall describe

their strategic technical approach to address the tasks outlined in the SOW.

The offeror shall demonstrate their technical ability to review and analyze pertinent Presidential directives, other national level NSEP policies/plans, directives, guidance, etc., to develop a synopsis of the actual and/or potentials impacts (direct or indirect) they pose to the Environmental Protection Agency.

The offeror shall demonstrate their ability to develop detailed reports related to the specific impacts the various directives and policies/plans identified in the SOW have on EPA. The offeror shall also demonstrate their ability to apply their technical knowledge to develop multiple implementation and mitigation strategies/recommended solutions to address the findings highlighted in their reports.

The offeror shall demonstrate their technical knowledge relative to their overall understanding of the duties related to program analysis, policy formulation and dissemination, supporting plan development and implementation; and to ensure the support activities required for the operations and readiness maintenance of the Agency's Emergency Operations Facility (EOF) and Emergency Relocation Site (ERS) are carried out at these locations respectively.

Subfactor(b) Sample Work Assignment (WA) Response (ORAL PRESENTATION) (15 points)

Offerors shall demonstrate their technical ability relevant to the SOW during an oral presentation of their comprehensive response to the Sample Work Assignment SOW provided as **Attachment 2** of this solicitation.

The offeror shall clearly present a description of the process they would use to respond to the required tasks in the Sample WA SOW, from issuance of the WA through completion.

Offerors will specifically be evaluated on the soundness of their technical approach and their understanding of any problems/issues associated with meeting the requirements of the sample work assignment SOW, and their ability to effectively mitigate those issues. Offerors will also be evaluated on the adequacy of their project staffing and management plans and the degree to which the proposed schedule is realistic and comprehensive based on the technical requirements set forth the sample WA SOW . Furthermore, offeror's will be evaluated on their creativity and ingenuity in addressing the tasks presented in the sample work assignment SOW in accordance with the requirements set forth in the contract level SOW. There will be no discussions held or revised proposals submitted with respect to this sub factor.

Sub-Factor(c) Pop-Quiz Response (ORAL PRESENTATION) (10 points)

The Government will evaluate the offeror's demonstrated technical ability by evaluating information provided by offerors during the pop quiz responses including how the offerors would approach the work in the Pop Quiz questions and handle/resolve any issues; thereby demonstrating knowledge of

issues relating to the tasks listed in the PWS and any applicable regulations and statutes. Additionally, the Government will evaluate the soundness of the offeror's technical approach and understanding/handling of the problems associated with performing the task(s) necessary in the Pop Quiz Questions and achieve the desired outcomes/goals, and the offeror's creativity and ingenuity in addressing the requirements of the Pop Quiz Questions. Each pop quiz response will be weighted equally. There will be no discussions held or revised proposals submitted with respect to this sub factor.

FACTOR 2: KEY PERSONNEL (WRITTEN PROPOSAL) (20 points)

Offerors shall provide resumes for those individuals which are considered key to the performance of this contract. The resume shall demonstrate the proposed team possesses the technical qualifications (i.e., the education and experience) necessary to successfully manage and perform the SOW. For each individual proposed as key personnel, the offeror will be evaluated on the percentage of time the person will be able to devote to this contract, and the level of Security Clearance each individual holds.

The proposed key personnel will be evaluated on the extent to which they possess the appropriate technical knowledge and expertise on the programs and issues described in the SOW, notably those duties relating to program analysis, policy formulation and dissemination, supporting plan development and implementation; and the support activities required for the operations and readiness maintenance of the Agency's Emergency Operations Facility (EOF) and Emergency Relocation Site (ERS) which are carried out at these locations respectively. In addition, they will be evaluated on their experience in relevant project management, their ability to conduct and manage all of the areas described in the SOW, and the ability to organize and manage contracts, government and/or commercial, (including subcontractors) similar to the effort in the request for proposals (RFP), as well as experience in resolving potential problems associated with a cost-plus-fixed-fee type of contract.

FACTOR 3: CORPORATE EXPERIENCE (WRITTEN PROPOSAL) (15 points)

PLEASE NOTE: The Government will evaluate the Corporate Experience of the offeror as well as any proposed subcontractors and consultants.

Offerors will be evaluated on their corporate experience in performing and managing work similar in scope, dollar value, and complexity to the requirements specified in the SOW. Offerors will also be evaluated on their experience with providing high quality products and services similar to those described in the SOW, based on immediate or short lead time tasking. In addition, the offerors will be evaluated on their experience in resolving problems similar in nature to the ones expected to occur in the performance of this requirement and as reflected in their previous experiences.

FACTOR 4: CONTRACT MANAGEMENT APPROACH (ORAL PRESENTATION & WRITTEN PROPOSAL FOR LABOR-MIX MATRIX) (15 points)

Offerors will be evaluated on their demonstrated ability to perform the tasks required in the SOW from a contract management perspective. During the oral presentation, offerors' shall address their contract management approach relative to the requirements in the SOW. Offerors may demonstrate their ability to meet these requirements by explaining and demonstrating how similar requirements were satisfied and performed in the past.

Offerors will be evaluated on their approach to planning and organizing contract activities as presented in the SOW, including, but not limited to the management of subcontractors and the roles and responsibilities of key personnel. Offerors will be evaluated on the extent to which they can meet the requirements of the contract through clear lines of authority, communication and responsibility, as well as their ability to resolve potential problems arising during contract performance. Furthermore offerors will be evaluated during their oral presentation response on their ability to distribute work between the prime and subcontractors in an effective and efficient manner that supports the SOW, **as outlined by their Labor-mix matrix.**

Factor 5. PAST PERFORMANCE (WRITTEN PROPOSAL) (5 points)

Offerors will be evaluated based on information provided by their clients on their past performance under existing and prior contracts for similar products or services.

Past performance will be evaluated based on the past performance information presented in the offeror's proposal, information obtained through the past performance questionnaires, and information obtained by the Government through other sources. The Government will focus on information that demonstrates quality of performance relative to the size, complexity, and nature of the procurements similar to the procurement under consideration. References other than those identified by the offeror on the "Past Performance Questionnaires" may be contacted by the Government and used in the evaluation of the offeror's past performance.

The following items will be considered when evaluating the offeror's past performance:

- quality of products and services delivered;
- cost control;
- timeliness of performance; and
- business relations.

Feedback received from references will be compared to each other to note differences and similarities, and the past performance evaluation will be based on all information obtained. Negative responses will only be disclosed to an offeror if discussions are held. Under no circumstances will the individual names of responding references be disclosed.

Offerors with no past performance history, whose past performance is not relevant, or for whom past performance data is not available, will not be evaluated either favorably or unfavorably on past performance. Every attempt will be made to ascertain meaningful past performance information on which the offeror's past performance can be evaluated. If an offeror

does not submit the required past performance information, and EPA becomes aware that the offeror does have relevant past performance history, the offeror may be deemed ineligible for award.