

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING N/A	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER PR-CI-08-10633	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 8/21/08	6. REQUISITION/PURCHASE NUMBER PR-CI-08-10633
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers) CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)		
Environmental Protection Agency Cincinnati Procurement Operations Division 4411 Montgomery Road, Suite 300 Norwood, OH 45212		Environmental Protection Agency Cincinnati Procurement Operations Division 26 W. Martin Luther King Drive Cincinnati, OH 45268		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in Block 7 until 04:00 PM local time 9/23/2008
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME ANGELA M. SCHOPLER	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS schopler.angela@epa.gov
		AREA CODE 513	NUMBER 487-2036	EXT.

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE (S)	(X)	SEC.	DESCRIPTION	PAGE (S)
		PART I - THE SCHEDULE					
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE					
	F	DELIVERIES OR PERFORMANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE []		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE:		
	U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

TABLE OF CONTENTS

SOLICITATION, OFFER AND AWARD	Page 1
PART I - THE SCHEDULE	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	Page B-1
B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION	Page B-1
B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994) DEVIATION	Page B-1
B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)	Page B-2
B.4 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)	Page B-3
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	Page C-1
C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)	Page C-1
C.2 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)	Page C-2
C.3 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (CPOD 11-01)	Page C-3
SECTION D - PACKAGING AND MARKING	Page D-1
[For this Solicitation, there are NO clauses in this Section]	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page E-1
E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999)	Page E-1
SECTION F - DELIVERIES OR PERFORMANCE	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page F-1
F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)	Page F-1
F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984)	Page F-1
F.4 MANAGEMENT CONSULTING SERVICES (EPAAR 1552.211-78) (APR 1985)	Page F-1
F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)	Page F-1
SECTION G - CONTRACT ADMINISTRATION DATA	Page G-1
G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)	Page G-1
G.2 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)	Page G-1
G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION	Page G-2
G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION	Page G-3
G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)	Page G-4
G.6 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)	Page G-5
G.7 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION	Page G-5

. Page G-5

G.8 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994) Page G-11

G.9 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS Page G-12

SECTION H - SPECIAL CONTRACT REQUIREMENTS Page H-1

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) Page H-1

H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005) Page H-1

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994) Page H-3

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION Page H-3

H.5 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (OCT 2005) ALTERNATE V (APR 2004) Page H-4

H.6 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002) Page H-5

H.7 ADVANCED UNDERSTANDING--UNCOMPENSATED TIME (EPAAR 1552.215-74) (AUG 1999) Page H-8

H.8 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION Page H-9

H.9 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997) Page H-10

H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION Page H-10

H.11 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000) Page H-12

H.12 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984) Page H-12

H.13 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984) Page H-13

H.14 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996) Page H-14

H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996) Page H-14

H.16 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997) Page H-15

H.17 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997) Page H-16

H.18 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996) Page H-18

H.19 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000) Page H-19

H.20 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984) Page H-19

H.21 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION Page H-20

H.22 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984) Page H-21

H.23 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984) Page H-22

H.24 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999) Page H-22

H.25 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000) Page H-23

H.26 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984) Page H-24

H.27 EPAAR 1552.219-73 SMALL DISADVANTAGE BUSINESS TARGETS (LOCAL CPOD 19-04) (MAR 2008) Page H-24

H.28 INCORPORATION OF CONTRACTOR'S PLANS (LOCAL LC-09-02) (DEC 2001) Page H-25

H.29 APPROVAL OF CONTRACTOR TRAVEL (LOCAL LC-31-08) (DEC 2001) Page H-25

H.30 APPROVAL OF TRAINING (LOCAL LC-31-09) (DEC 2001) Page H-26

H.31 AUTHORIZED REPRESENTATIVES OF THE PROJECT OFFICER (LOCAL LC-42-20) (DEC 2001) Page H-27

H.32 UPDATE OF CONFLICT OF INTEREST PLAN (LOCAL LW-09-05) (DEC 2001) DEVIATION Page H-27

H.33 ACCESS TO EPA DATABASE MANAGEMENT SYSTEMS (LOCAL LW-27-12) (DEC 2001) Page H-28

PART II - CONTRACT CLAUSES Page I-1

SECTION I - CONTRACT CLAUSES Page I-1

I.1 NOTICE Listing Contract Clauses Incorporated by Reference Page I-1

I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997) Page I-2

I.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997) ALTERNATE I (OCT 1997) Page I-3

I.4 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (JUN 2007) Page I-4

I.5 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999) Page I-6

I.6 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (FAR 52.222-39) (DEC 2004) Page I-6

I.7 COMBATING TRAFFICKING IN PERSONS (FAR 52.222-50) (AUG 2007) Page I-9

I.8 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (FAR 52.223-9) (MAY 2008) Page I-11

I.9 SUBCONTRACTS (JUNE 2007) (FAR 52.244-2) (JUN 2007) ALTERNATE I (JUN 2007) Page I-12

I.10 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996) Page I-14

I.11 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAR 2007) Page I-14

I.12 COMMERCIAL BILL OF LADING NOTATIONS (FAR 52.247-1) (FEB 2006) Page I-15

I.13 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (FAR 52.247-67) (FEB 2006) Page I-16

I.14 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998) Page I-16

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984) Page I-16

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS Page J-1

SECTION J - LIST OF ATTACHMENTS Page J-1

 J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984) Page J-1

PART IV - REPRESENTATIONS AND INSTRUCTIONS Page K-1

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
. Page K-1

 K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN
2006) Page K-1

 K.2 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1)
(JUN 2000) Page K-2

 K.3 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (FAR
52.230-7) (JUL 2005) Page K-5

 K.4 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-
72) (APR 1984) Page K-5

 K.5 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE
PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR
1984) Page K-5

 K.6 SIGNATURE BLOCK (EP 52.299-900) (APR 1984) Page K-6

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS Page L-1

 L.1 NOTICE Listing Contract Clauses Incorporated by Reference
. Page L-1

 L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (JUN 2003)
. Page L-1

 L.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) ALTERNATE IV (OCT
1997) Page L-1

 L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION Page L-1

 L.5 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006) Page L-2

 L.6 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT
1997) Page L-2

 L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)
(FEB 1998) Page L-3

 L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-
70) (APR 1984) Page L-3

 L.9 USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP 52.210-
155) (JUL 1990) Page L-3

 L.10 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-
180) (AUG 1984) Page L-4

 L.11 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)
. Page L-4

 L.12 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984) Page L-6

 L.13 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR
AUDIT (EP 52.215-115) (MAR 1989) Page L-6

 L.14 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)
. Page L-6

 L.15 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM
(EPAAR 1552.219-71) (OCT 2000) Page L-6

 L.16 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-
100) (FEB 1991) Page L-9

 L.17 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND
SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)
. Page L-10

 L.18 EPA GREEN MEETINGS AND CONFERENCES (EPAAR 1552.223-71) (MAY 2007)

. Page L-10

L.19 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999) Page L-11

L.20 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-75) (APR 1996) Page L-11

L.21 EPAAR 1552.219-72 SMALL DISADVANTAGE BUSINESS PARTICIPATION PROGRAM (CPOD 19-02) (LOCAL CPOD 19-02) (MAR 2005) . . . Page L-11

L.22 DISCLOSURE REQUIREMENTS FOR ORGANIZATIONAL CONFLICTS OF INTEREST (LOCAL LC-09-03) (DEC 2001) DEVIATION Page L-12

L.23 CONFLICT OF INTEREST PLAN (LOCAL LC-09-04) (DEC 2001) . . . Page L-13

L.24 INSTRUCTIONS FOR PROPOSALS (LOCAL LC-15-21) (JAN 2003) . . . Page L-13

L.25 EPA'S GOALS FOR SUBCONTRACTING WITH SMALL BUSINESSES (LOCAL LC-19-06) (DEC 2001) Page L-16

L.26 INSTRUCTIONS FOR THE PREPARATION OF A QUALITY MANAGEMENT PLAN (LOCAL LC-46-22) (FEB 2003) Page L-17

SECTION M - EVALUATION FACTORS FOR AWARD Page M-1

M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999) Page M-1

M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) Page M-1

M.3 EVALUATION OF CONTRACT OPTIONS (EPAAR 1552.217-70) (APR 1984) Page M-1

M.4 SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR (EPAAR 1552.219-74) (OCT 2000) Page M-2

M.5 EVALUATION OF CONFLICT OF INTEREST PLAN (LOCAL LC-09-05) (DEC 2001) Page M-2

M.6 EVALUATION OF QUALITY MANAGEMENT PLAN (LOCAL LC-09-23) (FEB 2003) Page M-2

PERFORMANCE WORK STATEMENT Page 1-1

REPORTS OF WORK Page 2-1

TECHNICAL PROPOSAL INSTRUCTIONS Page 3-1

TECHNICAL EVALUATION CRITERIA Page 4-1

COST PROPOSAL INSTRUCTIONS Page 5-1

DEFINITIONS OF LABOR CLASSIFICATIONS Page 6-1

INVOICE PREPARATION INSTRUCTIONS Page 7-1

PAST PERFORMANCE INSTRUCTIONS Page 8-1

CLIENT AUTHORIZATION LETTER Page 9-1

MINIMUM STANDARDS FOR EPA CONTRACTORS CONFLICT OF INTEREST PLANS Page 10-1

QUALITY ASSURANCE SURVEILLANCE PLAN Page 11-1

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

**B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 33,100 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

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

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

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

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

**B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994)
DEVIATION**

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within five (5) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within 15 calendar days after receipt of a work assignment, the Contractor shall submit two (2) copy(ies) of a work plan to the Project Officer and 1 copy(ies) to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within 15 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within 35 calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment.

B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

- (a) The estimated cost of this contract is To Be Determined.
- (b) The fixed fee is To Be Determined.
- (c) The total estimated cost and fixed fee is To Be Determined.

B.4 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of To Be Determined is allotted to cover estimated cost. Funds in the amount of To Be Determined are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through To Be Determined.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

**C.2 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES
(EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

**C.3 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES
MANAGEMENT (CPOD 11-01)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check the listing of directives (see paragraph (c) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(c) *Electronic Access.* Electronic access. A complete listing of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
<input checked="" type="checkbox"/>	<i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below
<input type="checkbox"/>				
<input type="checkbox"/>				

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

<u>Documentation</u>	<u>Specifications</u>
<input checked="" type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
<input type="checkbox"/> Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
<input type="checkbox"/> Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
<input type="checkbox"/> Other Equivalent:	

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
<input type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract
<input type="checkbox"/> Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project</u>	Award of contract

Plans (QA/R-5) [dated
03/20/02]

[]	Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Award of contract
[]	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Award of contract
[X]	Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Issuance of statement of work for the project
[]	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Issuance of statement of work for the project
[]	Other Equivalent:	_____	<input type="checkbox"/> award of contract <input type="checkbox"/> issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of March 31, 2009.

F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.4 MANAGEMENT CONSULTING SERVICES (EPAAR 1552.211-78) (APR 1985)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from February 13, 2009 through February 14, 2010 inclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

G.2 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as Attachment **TO BE COMPLETED UPON AWARD**.

G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each

work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
 Chief, Cost and Rate Negotiation Service Center
 Office of Acquisition Management (3802R)
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center	<u>To Be Determined</u>
Period	<u>To Be Determined</u>
Rate	<u>To Be Determined</u>
Base	<u>To Be Determined</u>

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center	<u>To Be Determined</u>
Period	<u>To Be Determined</u>
Rate	<u>To Be Determined</u>
Base	<u>To Be Determined</u>

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.6 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in work assignments.

G.7 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

NONE

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

NONE

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.

a. Upon award of a contract, the EPA CO delegates the functions of property administration and plant clearance (disposal) for the contract to the EPA Property Administration Office.

b. For contracts containing significant dollar amounts of Government property or contracts that present a high risk to the Government, the EPA Contract Property Coordinator (CPC) will re-delegate the contract to the Defense Contract Management Agency (DCMA) for property administration and plant clearance. Upon acceptance of that delegation, DCMA will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). Once delegated to DCMA, the DCMA PA is available to the contractor for assistance in all matters of property administration.

c. If the contract is not delegated to DCMA for administration and/or plant clearance, any reference to PA and/or PLCO shall be construed to mean EPA CPC.

d. Notwithstanding the delegation, as necessary, the contractor may contact the cognizant EPA CO. In the event of disagreement between the contractor and the EPA CPC or the DCMA PA/PLCO, the contractor should seek resolution from the cognizant EPA CO.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property

required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as equipment, Superfund site equipment, and special test equipment, for the purpose of this report, must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. These reports are due at EPA no later than October 5 of each year. If October 5 is not a business day, the report is due on the first business day following October 5.

f. Distribution shall be as follows:

Original to: EPA CPC

1 copy: DCMA PA, if contract is administered by DCMA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action.

The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;
 Description;
 Manufacturer;
 Model;
 Serial Number;
 Acquisition Date;
 Date received;
 Acquisition Cost*;
 Acquisition Document Number;
 Location;
 Contract Number;
 Account Number (if supplied);
 Superfund (Yes/No);
 Inventory Performance Date;
 Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.8 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

The contract property administrator

US EPA
 Mail Code 3802R
 EPA Property Administrative Office
 1300 Pennsylvania Ave., N.W.
 RM # 61289
 Washington, DC 20004

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

**G.9 SUBCONTRACTING REPORTS -- SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS CONCERNS**

The Contractor shall submit the information formerly required on Standard Form 294, *Subcontracting Report for Individual Contracts*, and Standard Form 295, *Summary Subcontract Report*, electronically via the Electronic Subcontracting Reporting System (eSRS), which may be accessed at <http://www.esrs.gov/>. Paper copies of the Standard Forms 294 and 295 shall not be submitted.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document)

that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at:
<http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify

the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (APR 2004) ALTERNATE V (APR 2004)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The contractor, during the life of this contract, will be ineligible to enter into business or financial relationships which would support or affect any efforts to oppose or influence the contents of regulations, policies, limitations, standards, specifications or criteria relating to the WaterSense Programs, for which it has provided, is providing, or has work assignments to provide technical, administrative and database support under this contract, without prior written authorization from the EPA cognizant contracting officer. Specifically, the contractor will be ineligible to enter into such business or financial relationships with firms within the following groups:

- 1) Firms that own, operate, consult for or invest in companies that make or sell products that are eligible to earn or have earned the WaterSense label;
- 2) Firms involved in the testing and certification of products to the WaterSense specifications (licensed certifying bodies);
- 3) Professional Certifying Organizations; and
- 4) Landscape Irrigation Professionals.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.6 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,
- Compliance with Safety Standards, and
- Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.7 ADVANCED UNDERSTANDING--UNCOMPENSATED TIME (EPAAR 1552.215-74) (AUG 1999)

(a) The estimated cost of this contract is based upon the Contractor's proposal which specified that exempt personnel identified to work at the Contractor's facilities will provide uncompensated labor hours to the contract totaling **To Be Determined** percent of compensated labor. (Note: the commitment for uncompensated time, and the formula elements in paragraph (b) below, apply only to exempt personnel working at the Contractor's facilities and does not include non-exempt personnel or exempt personnel working at other facilities.) Uncompensated labor hours are defined as hours of exempt personnel in excess of regular hours for a **To Be Determined** pay period which are actually worked and recorded in accordance with the company policy, entitled, **To Be Determined**.

(b) Recognizing that the probable cost to the Government for the labor provided under this contract is calculated assuming a proposed level of uncompensated labor hours, it is hereby agreed that in the event the proposed level of uncompensated labor hours are not provided, an adjustment, calculated in accordance with the following formula will be made to the contract amount.

Formula: Adjustment equals estimated value of uncompensated time hours not provided.

Target uncompensated time percent minus **To Be Determined** percent.

Shortage of uncompensated time percent minus actual cost percent.

Estimated value of uncompensated time hours not provided equals shortage of uncompensated time percent times total exempt applicable direct labor costs (including applicable indirect costs).

(c) Within three weeks after the end of the contract, the Contractor shall submit a statement concerning the amount of uncompensated time hours delivered during the contract. In the event there is a shortage of uncompensated time hours provided, a calculation, utilizing the above formula will be made and this calculation will be the basis for an adjustment in the contract amount.

(d) In the event adjustments are made to the contract, the adjusted amounts shall not be allowable as a direct or indirect cost to this or any other Government contract.

H.8 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984)

The Government has the option to extend the term of this contract for **four (4)** additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is 29,600 direct labor hours for the Base Period and 29,600 for the direct labor hours during each of the four option periods. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover a base period and option periods:

Period	Start Date	End Date
Base Period	Feb 14, 2009	Feb 13, 2010
Option Period I	Feb 14, 2010	Feb 13, 2011
Option Period II	Feb 14, 2011	Feb 13, 2012
Option Period III	Feb 14, 2012	Feb 13, 2013
Option Period IV	Feb 14, 2013	Feb 13, 2014

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort
Option Period I	33,100
Option Period II	33,100
Option Period III	33,100
Option Period IV	33,100

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

Period	Estimated Cost	Fixed Fee	Total
Base Period	TBD	TBD	TBD
Option Period I	TBD	TBD	TBD
Option Period II	TBD	TBD	TBD
Option Period III	TBD	TBD	TBD
Option Period IV	TBD	TBD	TBD

(d) If this contract contains "not to exceed amounts" for elements of other

direct costs (ODC), those amounts will be increased as follows:

NONE IDENTIFIED

**H.9 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73)
(JUN 1997)**

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

16,500 Direct Labor hours during the Base Period and 16,500 Direct Labor hours during each of the four (4) option periods.

The Government may issue a maximum of 10 orders to increase the level of effort in multiples of 1650 hours during any given period.

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

Period	Estimated Cost	Fixed Fee	Total
Base Period	TBD	TBD	TBD
Option Period I	TBD	TBD	TBD
Option Period II	TBD	TBD	TBD
Option Period III	TBD	TBD	TBD
Option Period IV	TBD	TBD	TBD

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

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

NONE IDENTIFIED

**H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY
1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or

produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.11 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H.12 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.13 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the

appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.14 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.15 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.17 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS

INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor

shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.18 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and

Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.19 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and

all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.20 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 30 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to

publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.21 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.22 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager
Project Leader: Marketing
Project Leader: Policy

Project Leader: Engineering
 Project Leader: Program Administration
 Project Leader: IT

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.23 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.24 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement

activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 7 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 14 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.25 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H.26 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.27 EPAAR 1552.219-73 SMALL DISADVANTAGE BUSINESS TARGETS (LOCAL CPOD 19-04) (MAR 2008)

(a) In accordance with FAR 19.1202-4(a) and CPOD 19-02, the following small disadvantaged business (SDB) participation targets proposed by the contractor

are hereby incorporated into and made part of the contract:

	Contractor	NAICS industry		Percentage of
	Targets	subsector(s)	Dollars	Total Contract
	Total Prime			Value
	Contractor			
	Targets			
	(Including			
	joint venture			
	partners and			
	team members)			
	Total			
	Subcontractor			
	Targets			

(b) The following specifically identified SDB(s) was (were) considered under the Section M - SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation or as otherwise directed by the contracting officer.

H.28 INCORPORATION OF CONTRACTOR'S PLANS (LOCAL LC-09-02) (DEC 2001)

The Contractor's Conflict of Interest Plan and Quality Management Plan dated To Be Determined, are hereby incorporated into the contract in their entirety. In the case of any conflict between the Contractor's Plans and the terms and conditions of this contract, the provisions of FAR 52.215-8, ORDER OF PRECEDENCE (Section I.1, by reference) shall prevail.

H.29 APPROVAL OF CONTRACTOR TRAVEL (LOCAL LC-31-08) (DEC 2001)

(a) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Project Officer. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(b) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or

specific product to the Government that is identified in the contract's Statement Of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Project Officer specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(c) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(d) The advance approval of travel covered in this clause does not apply to local transportation. Local transportation, for this contract, is defined as travel within 100 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Project Officer for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

1. Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.
2. Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement Of Work.
3. Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Project Officer.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as a representative of the Agency at meetings, conferences, symposia, etc.

H.30 APPROVAL OF TRAINING (LOCAL LC-31-09) (DEC 2001)

1. The contractor shall provide and maintain a qualified staff of personnel

to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Project Officer and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (2) below.

2. There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Project Officer that includes, at a minimum the following information:

a. Individual to be trained (Identify position and job duties under contract.)

b. Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify by number and title of the work assignment(s) that will benefit from training and describe in detail how the training relates to the Statement Of Work and job duties under the contract.)

c. Estimated cost (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.)

3. The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

H.31 AUTHORIZED REPRESENTATIVES OF THE PROJECT OFFICER (LOCAL LC-42-20) (DEC 2001)

The Work Assignment Manager (WAM) referenced in the Clause entitled "TECHNICAL DIRECTION (DEVIATION)", is the individual authorized by the Contracting Officer on an individual Work Assignment (WA) to:

- 1) receive WA deliverables;
- 2) to receive copies of monthly progress reports specific to the WA(s) for which the WAM is authorized;

3)to attend meetings with the project officer and contractor in order to monitor progress of those WAs for which he/she is cognizant; and

4) to provide technical direction on those WAs subject to the limitations of the above "TECHNICAL DIRECTION (DEVIATION)" clause.

**H.32 UPDATE OF CONFLICT OF INTEREST PLAN (LOCAL LW-09-05) (DEC 2001)
DEVIATION**

The Contractor shall submit an annual report of any changes to the conflict of interest plan submitted with its offer to the Administrative Contracting Officer. This update shall cover any changes to the conflict of interest plan in the one-year period after the date of contract award, and all subsequent reports of any changes shall cover successive annual periods thereafter, until expiration or termination of the contract. The report notifying the EPA Contracting Officer of any changes to the conflict of interest plan must be received by the Contracting Officer no later than 45 calendar days after the close of the annual period. If there have been no changes to the conflict of interest plan during the annual period, no report notifying the Contracting Officer is required. If revisions have been made to the plan , the Contracting Officer must approve them and the revisions will be incorporated via contract modification.

H.33 ACCESS TO EPA DATABASE MANAGEMENT SYSTEMS (LOCAL LW-27-12) (DEC 2001)

The personnel listed below have been authorized access to EPA database management systems in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the contractor shall immediately notify the Contracting Officer.

TO BE DETERMINED

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-15	OCT 2004	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS

52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	APR 2008	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-2	APR 2008	PAYMENT FOR OVERTIME PREMIUMS
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE II (DEC 2007)
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE III (DEC 2007)
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE V (DEC 2007)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA--SPECIAL WORKS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS
52.233-1	JUL 2002	TRANSFER--CENTRAL CONTRACTOR REGISTRATION DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.245-9	JUN 2007	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	JUN 2007	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997) ALTERNATE I (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format: **See Cost Proposal Instructions**

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.4 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (JUN 2007)

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in

writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

I.5 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.6 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (FAR 52.222-39) (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of

union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)
To locate the nearest NLRB office, see NLRB's website at
<http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not

apply to-

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance

Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.7 COMBATING TRAFFICKING IN PERSONS (FAR 52.222-50) (AUG 2007)

(a) *Definitions.* As used in this clause—

“Coercion” means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is

induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not-

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall-

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the contracting officer immediately of-

(1) Any information it receives from any source (including host country law enforcement) that alleges a contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c),(d) or (f) of this clause may render the Contractor subject to-

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

I.8 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (FAR 52.223-9) (MAY 2008)

(a) *Definitions*. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Contracting Officer.

I.9 SUBCONTRACTS (JUNE 2007) (FAR 52.244-2) (JUN 2007) ALTERNATE I (JUN 2007)

(a) *Definitions*. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TO BE DETERMINED

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with

respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TO BE DETERMINED

I.10 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.11 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAR 2007)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun

1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.12 COMMERCIAL BILL OF LADING NOTATIONS (FAR 52.247-1) (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Environmental Protection Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Environmental Protection Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement Contract **To Be Determined**. This may be confirmed by contacting:
EPA Contracting Officer

I.13 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (FAR 52.247-67) (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site

audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

U.S. Environmental Protection Agency
Cincinnati Procurement Operations Division
Mail Stop: NWD-001
26 W. Martin Luther King Dr.
Cincinnati, OH 45268

I.14 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.epa.gov/oam/ptod/epaar.pdf>

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	PERFORMANCE WORK STATEMENT
2	REPORTS OF WORK
3	TECHNICAL PROPOSAL INSTRUCTIONS
4	TECHNICAL EVALUATION CRITERIA
5	COST PROPOSAL INSTRUCTIONS
6	DEFINITIONS OF LABOR CLASSIFICATIONS
7	INVOICE PREPARATION INSTRUCTIONS
8	PAST PERFORMANCE INSTRUCTIONS
9	CLIENT AUTHORIZATION LETTER
10	MINIMUM STANDARDS FOR EPA CONTRACTORS CONFLICT OF INTEREST PLANS
11	QUALITY ASSURANCE SURVEILLANCE PLAN

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause #</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
---------------------	--------------	-------------	---------------

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately

submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

K.3 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (FAR 52.230-7) (JUL 2005)

As prescribed in 30.201-3(c), insert the following provision:

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.4 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.5 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.6 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations,
Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	APR 2008	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR

PRICING DATA (FAR 52.215-20) (OCT 1997) ALTERNATE IV (OCT 1997)

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

(b) Provide information described below: See Attachment 5: Cost Proposal Instructions

L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Cost-Plus-Fixed-Fee, level-of-effort contract resulting from this solicitation.

L.5 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Billy J. Oden

Hand-Carried Address:

Environmental Protection Agency
4411 Montgomery Road, Suite 300
Norwood, OH 45212

Mailing Address:

Environmental Protection Agency
Cincinnati Procurement Operations Division
26 W. Martin Luther King Drive
Cincinnati, OH 45268-7001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

(a) *Definitions.* As used in the provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by 45 = \$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.epa.gov/oam/ptod/epaar.pdf>

**L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70)
(APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.9 USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP 52.210-155)
(JUL 1990)**

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, offerors shall use double-sided copying to reproduce all bids or proposals in response to this solicitation.

**L.10 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180)
(AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of Feb 14, 2009 and that the required effort will be uniformly incurred throughout each contract period.

L.11 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(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 \$1,000,000. 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 5 contracts and subcontracts completed in the last 3 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.

L.12 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 10 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.13 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.14 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)

For evaluation purposes, offerors shall propose the following amounts:

See Attachment 5, "Cost Proposal Instructions".

L.15 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-71) (OCT 2000)

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of concerns owned and/or controlled by socially and economically disadvantaged individuals as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship between these concerns and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of these concerns, which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of these concerns; and to aid in the achievement of goals for the use of these concerns in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h) of this section.

(c) A Protege must be a concern owned and/or controlled by socially and economically disadvantaged individuals within the meaning of section 8(a)(5) and (6) of the Small Business Act (15 U.S.C. 673(a)(5) and (6)), including historically black colleges and universities. Further, in accordance with Public Law 102-389 (the 1993 Appropriation Act), for EPA's contracting purposes, economically and socially disadvantaged individuals shall be deemed to include women.

(d) Where there may be a concern regarding the Protege firm's eligibility to participate in the program, the protege's eligibility will be determined by the contracting officer after the SBA has completed any formal determinations.

(e) The offeror shall submit an application in accordance with paragraph (k) of this section as part of its proposal which shall include as a minimum the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal

contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under any disadvantaged subcontracting programs. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a Mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all concerns owned and/or controlled by disadvantaged individuals under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by paragraph (e) of this section, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protege relationship:

(1) Information on the offeror's ability to provide developmental assistance to the identified Protege firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protege firm.

(2) A letter of intent indicating that both the Mentor firm and the Protege firm intend to enter into a contractual relationship under which the Protege will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protege agreement. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address and phone number of both parties;

(ii) The Protege firm's business classification, based upon the NAICS code(s) which represents the contemplated supplies or services to be provided by the Protege firm to the Mentor firm;

(iii) A statement that the Protege firm meets the eligibility criteria;

(iv) A preliminary assessment of the developmental needs of the Protege firm and the proposed developmental assistance the Mentor firm envisions providing the Protege. The offeror shall address those needs and how their assistance will enhance the Protege. The offeror shall develop a schedule to assess the needs of the Protege and establish criteria to evaluate the success in the Program;

(v) A statement that if the offeror or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement the offeror shall promptly give notice of the suspension or debarment to the EPA Office of Small Disadvantaged Business Utilization (OSDBU) and the contracting officer. The statement shall require the Protege firm to notify the Contractor if it is suspended or debarred.

(g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in paragraphs (e) and (f) of this section. To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protege in its application.

(h) If the offeror is determined to be in the competitive range, or is awarded a contract without discussions, the offeror will be advised by the contracting officer whether their application is approved or rejected. The contracting officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protege Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Proteges under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), and 52.244-5(b). However, price reasonableness must still be determined and the requirements in FAR 44.202-2(a)(8) for cost and price analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protege firm(s) are not reimbursable as a direct cost under the contract. Unless EPA is the responsible audit agency under FAR 42.703-1, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

(k) Submission of Application and Questions Concerning the Program. The application for the Program for Headquarters and Regional procurements shall be submitted to the contracting officer, and to the EPA OSDBU at the following address:

Socioeconomic Business Program Officer,

Office of Small and Disadvantaged Business Utilization,
U.S. Environmental Protection Agency,
Ariel Rios Building (1230A),
1200 Pennsylvania Avenue, NW,
Washington, DC 20460,
Telephone: (202) 564-4322,
Fax: (202) 565-2473.

The application for the Program for RTP procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small Business Program Officer,
RTP Procurement Operations Division (E105-02),
U.S. Environmental Protection Agency,
Research Triangle Park, NC 27711,
Telephone: (919) 541-2249,
Fax: (919) 541-5539.

The application for the Program for Cincinnati procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small and Disadvantaged Business Utilization Officer,
Cincinnati Procurement Operations Division (CPOD-Norwood),
U.S. Environmental Protection Agency,
26 West Martin Luther King Drive,
Cincinnati, OH 45268,
Telephone: (513) 487-2024
Fax: (513) 487-2004.

**L.16 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)
(FEB 1991)**

This new procurement is being processed as follows:

(a) Type of set-aside: No Set-Aside Used

Percent of the set-aside: None

(b) 8(a) Program: Not Applicable

L.17 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

L.18 EPA GREEN MEETINGS AND CONFERENCES (EPAAR 1552.223-71) (MAY 2007)

(a) The mission of the EPA is to protect human health and the environment. We expect that all Agency meetings and conferences will be staged using as many environmentally preferable measures as possible. Environmentally preferable means products or services that have a lesser or reduced effect on the environment when compared with competing products or services that serve the same purpose.

(b) As a potential meeting or conference provider for EPA, we require information about environmentally preferable features and practices your facility will have in place for the EPA event described in the solicitation.

(c) The following list is provided to assist you in identifying environmentally preferable measures and practices used by your facility. More information about EPA's Green Meetings initiative may be found on the Internet at <http://www.epa.gov/oppt/greenmeetings/>. Information about EPA voluntary partnerships may be found at <http://www.epa.gov/partners/index.htm>.

- (1) Do you have a recycling program? If so, please describe.
- (2) Do you have a linen/towel reuse option that is communicated to guests?
- (3) Do guests have easy access to public transportation or shuttle services at your facility?
- (4) Are lights and air conditioning turned off when rooms are not in use? If so, how do you ensure this?
- (5) Do you provide bulk dispensers or reusable containers for beverages, food and condiments?
- (6) Do you provide reusable serving utensils, napkins and tablecloths when food and beverages are served?
- (7) Do you have an energy efficiency program? Please describe.
- (8) Do you have a water conservation program? Please describe.
- (9) Does your facility provide guests with paperless check-in & check-out?
- (10) Does your facility use recycled or recyclable products? Please describe.

- (11) Do you source food from local growers or take into account the growing practices of farmers that provide the food? Please describe.
- (12) Do you use biobased or biodegradable products, including biobased cafeteriaware? Please describe.
- (13) Do you provide training to your employees on these green initiatives? Please describe.
- (14) What other environmental initiatives have you undertaken, including any environment-related certifications you possess, EPA voluntary partnerships in which you participate, support of a green suppliers network, or other initiatives?

Include "Green Meeting" information in your quotation so that we may consider environmental preferability in selection of our meeting venue.

**L.19 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70)
(JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

**L.20 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION
(EPAAR 1552.235-75) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

**L.21 EPAAR 1552.219-72 SMALL DISADVANTAGE BUSINESS PARTICIPATION PROGRAM
(CPOD 19-02) (LOCAL CPOD 19-02) (MAR 2005)**

(a) Section M of this solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract.

(b) In order to be evaluated under the source selection factor or subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract:

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime contractor in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

L.22 DISCLOSURE REQUIREMENTS FOR ORGANIZATIONAL CONFLICTS OF INTEREST (LOCAL LC-09-03) (DEC 2001)

a) The proposed contract requires that the contractor provide technical and

administrative support services for EPA's water efficiency efforts (including the WaterSense Program), including (1) market and technical research and analysis, (2) program support and implementation and (3) marketing, communications and promotional support. An offeror shall specifically disclose whether they have any business or financial relationships with the following firms: 1) firms that own, operate, consult for or invest in companies that make or sell products that are eligible to earn or have earned the WaterSense Label; 2) Firms involved in the testing and certification of products to the WaterSense specifications (licensed certifying bodies); 3) Professional Certifying Organizations; and 4) Landscape Irrigation Professional or whether they are performing any work that potentially conflicts with work under this contract for EPA or other Government agencies.

b) Provision K. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72), requires the offeror to certify whether it is or is not aware of any potential organizational conflict of interest (COI). If the offeror is aware of a conflict, then Provision L. ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest. Firms responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must address and identify any actual or potential organizational COI within the offeror's entire corporate organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, the contractor's COI Plan shall describe the process by which the contractor will ascertain whether any actual or potential COI exist within its own company and all identified organizational relationships. The EPA contracting officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

(c) The Agency has determined that firms directly engaged in the types of businesses listed in the four categories in paragraph (a) or having significant business or financial relationships with the firms identified in the four (4) categories listed in paragraph (a) may have a significant actual or potential organizational conflict of interest in relation to the requirements of this solicitation. In addition, the Agency has determined that firms that provide consulting and/or technical services related to the firms identified in the four (4) categories listed in paragraph (a) may present significant actual or potential COI concerns.

(d) The purpose of requiring the information covered by Paragraph (b) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational COI with respect to individual offerors prior to award. The Agency recognizes that there exists a need for firms to gain the requisite experience necessary to fulfill the requirements of the proposed contract and that such experience is often gained through provision of consulting or related technical services to firms identified in the four (4)

categories listed in paragraph (a). Accordingly, the fact that a firm has worked, is working, or plans to work for a firm identified in the four (4) categories listed in paragraph (a), will not necessarily disqualify the firm from consideration for award on the basis of significant or potential COI. There is no precise formula for determining whether a firm's business or financial relationships or its past, present, or future effort performing services for firms identified in the four (4) categories listed in paragraph (a) 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 COI 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, neutralizing, or mitigating such conflicts. In summary, the Agency is seeking a technically qualified firm which can demonstrate that its activities and relationships will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

L.23 CONFLICT OF INTEREST PLAN (LOCAL LC-09-04) (DEC 2001)

As part of the initial offer, offerors should submit an Organizational Conflict of Interest (COI) Plan which outlines the procedures in place to identify and report conflicts of interest, whether actual or potential, throughout the period of contract performance. The plan shall address step by step the checks and balances in place to detect potential or actual conflict of interests, organizationally and with personnel, that could result from activities covered by the Statement of Work. The COI plan shall be incorporated into any resulting contract.

The COI plan shall be evaluated in accordance with the provision in Section M entitled, "EVALUATION OF CONFLICT OF INTEREST PLAN".

The Agency's minimum standards for Organizational Conflict of Interest Plans is posted to the Internet at <http://www.epa.gov/oamrfp12/ptod/epaar.pdf>.

L.24 INSTRUCTIONS FOR PROPOSALS (LOCAL LC-15-21) (JAN 2003)

a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions: **See Attachment 3**

(b) Cost or pricing proposal instructions.

(1) General - Submit cost or pricing information prepared in accordance with **Attachment 5** and the following:

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

(A) Options to extend the term of the contract;

(B) Options for the Government to order incremental quantities;
and/or

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

(ii) If the contract schedule 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 optional contract periods.

(iii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. 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.).

(2) Direct Labor.

(i) Attach support schedules for each proposed labor category, indicating both proposed hours and rates. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge, in accordance with your normal accounting treatment, are to be shown separately from that for the technical effort.

(ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to your company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how your technical approach coincides with the proposed costs.

(iii) Describe for each labor category proposed your company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.

(iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.

(v) 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).

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

(vii) 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) Individual's name;

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

(C) List of other research Projects or proposals for which salaries are 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 charges 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).

(i) If your rates have been recently approved, include a copy of the rate agreement.

(ii) Submit supporting documentation for rates which have not been approved or audited.

(4) Travel expense.

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

(ii) Attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destination, purpose and cost.

(5) Subcontracts. Identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate.

(6) Equipment, facilities and special equipment, including tooling.

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

(ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)

(iii) 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.

(iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(7) Other Direct Costs (ODC).

(i) Attach a schedule detailing how other direct costs were computed. 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 and fee.

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

(iv) Provide dollars per LOE hour on similar contracts or work assignments.

(8) Supplies (If Applicable)

Awards to Small Businesses	50.0%
Awards to Small Disadvantaged Businesses	20.0%
Awards to Women-Owned Businesses	7.5%
Awards to HUB Zone Businesses	3.0%
Awards to Service Disabled Veteran	3.0%

These goals are not intended to be mandatory; however, offerors (or apparent low bidder) are encouraged to keep these goals in mind when developing their subcontracting plan. Please note that goals must be proposed as a percentage of total dollars being subcontracted.

A sample subcontracting plan format can be found on the Internet at http://www.epa.gov/oam/cinn_cmd/ under the heading "Standard Forms" and is titled "Small, Small Disadvantaged & Women-Owned Small Business Model Subcontracting Plan Outline." This sample is available as a guide to assist offerors in preparation of subcontracting plans and is not designated as mandatory.

L.26 INSTRUCTIONS FOR THE PREPARATION OF A QUALITY MANAGEMENT PLAN (LOCAL LC-46-22) (FEB 2003)

Each offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Management Plan (QMP) setting forth the offeror's capability for quality assurance. The plan shall address the following:

(a) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.

(b) An organizational chart showing the position of a QA function or person within the organization. It is highly desirable that the QA function or person be independent of the functional groups which generate measurement data.

(c) A delineation of the authority and responsibilities of the QA function or person and the related data quality responsibilities of other functional groups of the organization.

(d) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.

(e) The background and experience of the proposed personnel relevant to accomplish the QA specifications in the Statement of Work.

(f) The offeror's general approach for accomplishing the QA specifications in the Statement of Work.

Additional information on EPA requirements for the Quality Management Plan can be accessed at the following: <http://www.epa.gov/quality1/qs-docs/r2-final.pdf>

SECTION M - EVALUATION FACTORS FOR AWARD

**M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS
(EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

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

(b) Evaluation factors and significant subfactors to determine quality of product or service: See Attachment 4, "Technical Evaluation Criteria"

M.3 EVALUATION OF CONTRACT OPTIONS (EPAAR 1552.217-70) (APR 1984)

For award purposes, in addition to an offeror's response to the basic requirement, the Government will evaluate its response to all options, both technical and cost. Evaluation of options will not obligate the Government to exercise the options. For this solicitation the options are as specified in Section H.

M.4 SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR (EPAAR 1552.219-74) (OCT 2000)

Under this factor [or subfactor, if appropriate], offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

(1) The extent to which SDB concerns are specifically identified to participate in the performance of the contract;

(2) The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than nonenforceable commitments);

(3) The complexity and variety of the work the SDB concerns are to perform under the contract;

(4) The realism of the proposal to use SDB concerns in the performance of the contract; and

(5) The extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable NAICS Industry Subsectors in terms of dollars and percentages of the total contract value.

M.5 EVALUATION OF CONFLICT OF INTEREST PLAN (LOCAL LC-09-05) (DEC 2001)

The plan described in Section L.__entitled "CONFLICT OF INTEREST PLAN" will be evaluated as acceptable or not acceptable. Notwithstanding any other evaluation of the offeror's proposal, an offeror that submits a plan that is unacceptable at the time of award will not be eligible for a contract award.

M.6 EVALUATION OF QUALITY MANAGEMENT PLAN (LOCAL LC-09-23) (FEB 2003)

The plan described in Section L entitled Instructions for the Preparation of a Quality Management Plan (QMP) will be determined acceptable or not acceptable. An offeror that submits a plan that ultimately is unacceptable at the time of award will not be eligible for a contract award.

ATTACHMENT 1

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

Technical Evaluation and Market Assessment Support for the Water Efficiency Program

1.0 BACKGROUND

In 2006, EPA launched WaterSense[®], a voluntary public-private partnership program that seeks to protect the future of the nation's water supply by promoting water efficiency and enhancing the market for water-efficient products, services, systems, and practices.

WaterSense helps consumers identify water-efficient products and programs. The WaterSense label indicates that these products and programs meet water-efficiency and performance criteria. WaterSense labeled products perform well, help save money, and encourage innovation in manufacturing.

To date, WaterSense has released specifications for professional certification programs for irrigation professionals, high-efficiency toilets, and bathroom faucets. Several other domestic and commercial water-using products are being researched for inclusion into the program, and WaterSense is currently developing its New Homes labeling program. EPA may also explore options for growing the program into the commercial and institutional arena.

EPA encourages organizations (including utilities, water districts, state and local governments, trade associations, and other nonprofit organizations), certifying organizations, certified professionals, manufacturers, retailers, and distributors to become partners in the WaterSense mission. As the program grows, EPA anticipates adding new partnership categories to the program.

2.0 OBJECTIVE

Through work assignments issued under this Performance Work Statement the contractor shall provide support services for EPA's water efficiency efforts (including the WaterSense program), including (1) Market and Technical Research and Analysis, (2) Program Support and Implementation, and (3) Marketing, Communications, and Promotional Support. All work assignments will be issued by the Contracting Officer.

3.0 SCOPE OF WORK

3.1 Market and Technical Research and Analysis

Market and technical research and analysis are vital to the success of the WaterSense program. This includes both an ongoing, general inquiry into the water-efficiency field as well as more detailed research into potential areas for WaterSense labeling, targeting, or involvement. This market and technical research and analysis will support EPA's decisions regarding the program's strategic direction (see section 3.2) and specification development (see section 3.1.3).

3.1.1 General Water Efficiency Research

As a broad, ongoing activity, the contractor shall be

expected to perform research into water efficiency in general. This research includes information on the current state of water-efficient technology, impacts of water efficiency, calculators and other tools, and sector analysis. Research may include, but is not limited to:

- a. Identifying water-efficient products, services, systems, and practices available to and/or utilized by stakeholders;
- b. Identifying the current state of water-efficient technology development and its impact on water usage;
- c. Identifying other potential environmental impacts of water-efficient products, services, systems, and practices;
- d. Researching water usage in sectors and sub-sectors, updating the program's current sector analysis, providing recommendations for appropriate target sectors;
- e. Developing estimating tools, calculators, and models to support the WaterSense program, stakeholders, and the public in estimating the potential savings (dollars, water, etc.), benefits, and other impacts from the implementation of water efficiency;
- f. Determining the actual water savings and related impacts (economic, environmental, etc.) resulting from implemented water-efficiency activities. Impacts may be analyzed on a national, regional, watershed, utility, and/or end-user level and case study development may be required;
- g. Identifying and reviewing water-efficiency standards, specifications, test protocols, and case studies utilized by stakeholders and providing recommendations as to their suitability for adoption in the WaterSense program;
- h. Developing water-efficiency standards, specifications, test protocols, and case studies for specific products;
- i. Reviewing and, if necessary, revising the process for selecting products, services, practices, and systems for inclusion in the WaterSense program; and
- j. Managing confidential business information about sales, performance, and testing of WaterSense products and services.

3.1.2 Initial Technical and Market Screening

Initial technical and market screening shall also be conducted on an ongoing basis. This screening should result in a macro-level understanding of the current state of water-efficient technology and potential areas for

specification development. Subsequent research should provide a detailed analysis of specific products, programs, systems, and practices proposed for inclusion in the WaterSense program.

The contractor shall be required to recommend specific products, services, systems, practices, or sectors for targeting by the WaterSense program, as well as the appropriate market mechanism (e.g., labeling, professional certification, etc.). EPA will make available any relevant research conducted to date.

At a minimum, the contractor shall research and report on:

- a. Definition and overview of the water-efficient product, practice, system, or program category;
- b. Cost/Benefit Analysis of the water-efficient product, practice, system, or program category;
- c. Technical discussion of the water-efficient technology;
- d. Size and growth potential in the market, major manufacturers, providers, distributors, etc., use sectors, market share by major players, market penetration, distribution channel information;
- e. Water, energy, and other major resource savings potential;
- f. Discussion of emerging trends, including policy, market, or technical changes on the horizon that would impact the technology, its inclusion in the WaterSense program, or its market success;
- g. For any product, practice, system or program category evaluated: the first cost, operation costs, maintenance and labor costs, payback periods and lifecycle costs;
- h. Relevant water-efficiency standards, specifications, test protocols, certifying bodies, and case studies; and
- i. Appropriate water-efficiency standards and performance levels.

3.1.3 Specification Development

Based on the research described in section 3.1.2 and any other relevant research/information, the contractor may be asked to develop specifications or options for new specifications for EPA's review for products, programs, systems, and/or practices that have been selected for inclusion in WaterSense program. The specification development process should generally include information on appropriate levels for water efficiency and performance, economics of various options, the needs of stakeholders, standards set by other organizations, available testing

protocols and certifying bodies, and certifying process options. WaterSense has developed a document called, "Specification Development Approach for WaterSense Products". This guide will be used to develop future products for the program (see Attachment A-1). In addition, the guide will be periodically updated to reflect current information on best practices and lessons learned as the program progresses.

The contractor shall be responsible for developing and managing a process for soliciting, receiving (including conducting public meetings if deemed necessary), evaluating, presenting to EPA, proposing responses to EPA and responding, after EPA's review, to comments received on the specifications described above.

3.1.4 Certification Process and Conformity Assessment Protocol

The WaterSense program requires third party certification of products in accordance with international standards as a condition of labeling. The contractor will be responsible for working with industry, certification bodies, and EPA to develop and maintain this process for new technologies receiving the WaterSense label. WaterSense will apply similar, appropriate standards to other parts of the WaterSense program including professional certification programs, new homes and other areas yet to be determined.

The contractor shall support the implementation of the WaterSense program's conformity assessment protocol. The WaterSense conformity assessment protocol is a rigorous process designed to ensure that products, programs, and systems services bearing the WaterSense label meet the specification criteria. This process provides a means of ensuring that the products, programs, or systems produced or operated have the required characteristics, and that those characteristics are consistent across the board.

The contractor shall be familiar with ISO standards and criteria for certification bodies, accrediting organizations and laboratories. In addition they shall be able to understand other standard-setting processes and certification protocols and report on how they could be applied to the WaterSense program.

The contractor shall be required to provide input and recommendations regarding revisions/updates to the conformity assessment protocol and may perform requirements of the protocol, such as inspections and audits.

3.1.5 Product Evaluation Tools

The contractor may be required asked to review and make recommendations for revising the existing protocol for evaluating and selecting products, services, systems, and practices for inclusion in the WaterSense program.

3.2 Program Support and Implementation

Due to the voluntary nature of the WaterSense program, it is important that it operate efficiently and effectively. The contractor shall support EPA in the development and implementation of a program that is creative, relevant, and informative in order to meet the needs of partners, allies, stakeholders, and the public. The contractor shall proactively provide recommendations on program structure and direction, as well as support in the implementation of those recommendations. Minimally, the contractor shall be required to undertake the following activities:

3.2.1 General Implementation

The contractor shall provide basic program support, including:

- a. Establishing and managing a toll-free hotline and email account to answer stakeholder questions about the WaterSense program;
- b. Providing meeting attendance, support, and facilitation;
- c. Developing, revising, and finalizing program materials with input and approval from EPA;
- d. Developing and maintaining a project site for maintaining final versions of documents, facts and figures about water efficiency, and upcoming speaking opportunities; and
- e. Implementing procedures for trademark protection and the oversight of the WaterSense label and logo use.
- f. Updating and maintaining partner documents including but not limited to program guidelines, partnership agreements, fact sheets, etc.

3.2.2 Partner Recruitment, Support, & Recognition

One of the key aspects of the WaterSense program is the recruitment of partners and subsequent support for and recognition of those partners. Potential partners currently include but are not limited to: manufacturers, trade associations, nonprofit organizations, retailers and distributors, new home builders, architects, and service providers (e.g., landscapers, irrigation professionals, home inspectors). The contractor shall be required to:

- a. Develop and implement a strategic approach to recruiting new partners through mailings, meetings/conferences, etc.;
- b. Support as appropriate in the completion and submission of partnership agreements. Also with EPA direction, develop or update any forms as appropriate and support any Information Collection Requests (ICR) or the renewal of existing ICRs;
- c. Maintain a database of established partners, (see section 3.2.3), allies, and stakeholders, as well as track interested parties and list prospective partners with which to follow up;
- d. Support to carry out a formal annual awards program for recognizing partners;
- e. Support to establish and implement procedures for supporting partners in their effort to join the program

- (e.g., welcoming them to the program, answering questions about participation, providing regular updates, and collecting information on partner activities),
- f. Maintain a database of all products, services, practices, or systems that may be considered for inclusion in the program.
 - g. Evaluate future partnership opportunities and implement

3.2.3 Customer Relations Management

The contractor shall maintain the WaterSense customer relations data management system. Activities may include training EPA staff on changes or upgrades to the system, inputting and updating data, extracting data, building reports, sending regular communications and notifications, identifying program trends based on data, and maintaining backup files.

3.2.4 Web Development and Support

The goal of the WaterSense website is to provide a valuable resource for people looking for information on water efficiency. The contractor shall continue to develop and modify the WaterSense website to ensure that it is up-to-date with respect to the development of the program. The information on the website should be not only accurate, but also designed and presented in an organized format that is relevant to the target audience. Improvements may include improving user-friendliness and appeal, etc. The website should be retrievable from common search engines and proposals for new web improvements, additions, and/or redesigns shall be presented on a regular basis. The website shall be maintained in accordance with all EPA or federal requirements.

Web-related tasks may require collaboration with EPA personnel such as the Office of Water Web Coordinator, Content Coordinator, and others identified by the COR.

3.2.5 Tracking, Evaluation, and Analysis

In order to measure the impact of the WaterSense program, a set of metrics has been developed. The contractor shall review these measures periodically and provide recommendations for updates, changes, and/or additions. The contractor shall utilize the metrics by performing the following:

- a. Tracking the program by collecting and analyzing relevant data outlined in the metrics (e.g., partners signed, products labeled, etc., as well as qualitative or anecdotal data);
- b. Evaluating progress towards the goals outlined in the metrics and measurement plan; and
- c. Evaluating and implementing EPA-approved options for ongoing improvement.

3.2.6 WaterSense Homes

The contractor shall support the ongoing development and implementation of the WaterSense New Homes program. The New Homes specification sets criteria for water efficiency in new, single-family home construction. EPA intends to label new homes that meet the voluntary specification. The contractor shall:

- a. Develop, maintain and/or update the specification relating to new homes (depending where in the process EPA is when the Contractor begins the work); this may include providing support to EPA in preparing supporting documents for the release of the final specification, providing technical assistance to partners on the specification, developing outreach materials, etc. The contractor shall also periodically review the New Homes specification and make recommendations for any needed changes.
- b. Develop, implement, and provide necessary supporting documents for the release of the certification process in support of the New Homes program.
- c. Help recruit, support, and recognize Partners (see Section 3.2.2).
- d. Manage the administrative aspects of this labeling initiative, including registry of labeled new homes, providing necessary tools and information to EPA, partners and stakeholders, etc.
- e. Provide marketing, communications, and promotional strategies and support for the program (see Section 3.3).
- f. Support the implementation of the program, including tracking and evaluating its progress.
- g. Exploring opportunities or options for leveraging WaterSense into the existing homes market, researching options and approaches for transforming this market for water-efficient practices and products in this sector.
- h. Coordinating with other EPA programs or efforts with respect to new homes and green buildings including but not limited to Energy Star, Indoor Air, U.S. Green Building Council and others.

3.2.7 Commercial Buildings

The contractor shall support WaterSense program efforts in the commercial and institutional sectors. Currently the program is beginning to evaluate strategies for improving water efficiency in the commercial building sector. The contractor shall be expected to develop and implement EPA-approved strategies for transforming the market for more efficient practices and products. The contractor shall have expertise in energy and water management of commercial and institutional buildings, including operation and maintenance of the major energy and water using systems and measures for improving the efficiency of those systems. This may include developing the infrastructure to support partnerships, providing technical assistance, developing best management practices, outreach, or other strategies as appropriate. Any recommended strategies shall be based on market research and input from industry experts.

3.2.8 Green Buildings Coordination

The contractor shall support coordination between the Office of Water and other green building initiatives inside and outside of the EPA. This coordination work will include: EPA's Energy Star program, EPA's Indoor Air initiatives, other EPA-wide efforts and work groups as well as outside groups such as the U.S. Green Building Council. Coordination with these efforts is vital to the success of the program. The contractor shall provide a range of support to the Office of Water in the area of collaboration with other programs to ensure the development of appropriate water-efficiency criteria in products, services, practices, and systems that use both water and energy.

3.2.9 Strategic Planning

The WaterSense program is dynamic in that it adapts its goals to reflect changes in marketplace conditions and knowledge obtained through our research. It is important to keep abreast of these changes in order to identify areas for new initiatives, update our goals, and revise on-going activities. The contractor shall be expected to:

- a. Contribute to the development of the strategic direction of the program by providing analysis, recommendations and planning documents;
- b. Keep abreast of changing conditions in the marketplace that may affect the WaterSense program and keep necessary EPA program staff apprised of these conditions;
- c. Review and provide recommendations for updating the Program Guidelines as appropriate; and
- d. Provide regular management reports to track program progress in all areas.

3.3 Marketing, Communications, and Promotional Support

Given that WaterSense is voluntary in nature, marketing and outreach are critical to the program's success. These activities serve to attract partners, establish and promote the WaterSense brand, and build interest and credibility among consumers and other end-users. As EPA is developing strategies for marketing and promoting the WaterSense program, the contractor shall provide general marketing and communications guidance, expertise, and support.

3.3.1 Strategic Marketing Support

The contractor shall develop strategic marketing and communications plans for the program as a whole and for individual products, services, practices, and systems. The plans should be targeted to reach all relevant stakeholders, such as manufacturers, retailers, the general public, state and local governments, and national organizations. The plans shall take into account the strategic direction of the overall WaterSense program, program focus areas, short-term

initiatives and long-term goals, and effective messaging, as well as any other areas deemed important to the success of the program. Strategic plans shall also include strategies and timelines for effectively reaching target audiences, ideas for outreach, plans for interacting with the media, and strategies for effective internal communications.

As tasked by the EPA, contractor shall implement new initiatives as well as evaluating and maintaining (when appropriate) existing marketing efforts.

3.3.2 Branding Support

The contractor shall provide support in the maintenance of the WaterSense program brand. Branding activities include positioning, target market research, message development, communications materials mock-up and development, outreach materials, "look and feel" templates, memorandums of understanding between EPA and outside organizations, etc. Maintaining the brand will require creativity both in terms of graphical presentation and reaching our target audience(s).

3.3.3 Outreach Materials

The contractor shall develop outreach materials to support the WaterSense mission and the overall strategic marketing and communication plan. This will include a combination of materials to be determined based on the target and focus of the program. The audience for these materials will include external stakeholders, prospective program partners, existing program partners, the general public, and/or internal stakeholders. Materials will include but may not be limited to: web-based materials, printed brochures, reports, talking points, CD-ROMs, posters or other conference materials, tools for program partners (such as marketing "toolkits"), articles, Public Service Announcements (PSAs), other media outreach pieces, and other materials and tools deemed necessary to fulfill the goals of the WaterSense program.

3.3.4 Implementation of Outreach

In implementing the overall strategic marketing and communications plan (section 3.3.1), the contractor shall provide outreach, marketing, communications, and logistical support. Support shall include planning and coordination with stakeholders, meeting coordination, message development, creating printed or web-based promotional materials (including creative aspects, customization, etc.), and conducting strategic media outreach.

3.3.5 Internal Communications Support

The contractor shall revise, update, and maintain a master

list of facts and figures that can be used to explain the program and its impact. EPA may request changes to the format or organization of these facts and figures, or development of additional information in response to requests from program management.

3.3.6 Tracking and Measurement

The contractor shall perform activities to track, evaluate, and measure the success of marketing and outreach efforts, such as article placements, logo-use tracking, PSA tracking, website coverage, ad values, target audience members reached, and any other measure deemed necessary based on the strategies developed by the contractor (3.3.1) or EPA.

3.3.7 Other Marketing Support

In addition to the activities outlined above, various other marketing and communications tasks are likely to be required of the contractor. These may arise from opportunities that present themselves due to changing markets, recruiting or account management, or future changes in program direction. The contractor shall provide expert marketing and communications support for additional activities not outlined above as needed to support the program.

Attachment to Work Statement
 Agency Personal Verification Procedures
 for Contractor Personnel
 October 2006

Background: Homeland Security Presidential Directive 12 (HSPD-12), signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPD-12 are to enhance safety and security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common identification be: (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued by providers whose reliability has been established by an official accreditation process.

HSPD-12 and its common identification standard require personal identity verification (PIV), background investigations, and suitability determinations for all affected contractor and subcontractor personnel. In accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, contractors and subcontractors must comply with EPA's master plan for implementing HSPD-12.

a) Contractor Requirements for Personal Identity Verification of Contractor Personnel (including subcontractors)

Contractor Employees Requiring Access to EPA facilities or EPA Information Systems for at Least 24 Hours a Week for at Least 6 Months: All individual contractor employees whose work under the contract requires on-site access to an EPA controlled facility or logical access to an EPA information system for at least 24 hours a week for at least 6 months a year, will be required to undergo a background investigation in order to receive an EPA Personnel Access and Security System (EPASS) badge.

To begin the PIV process, the contractor should submit to the Contracting Officer Representative (COR) within ten (10) days of contract award or contract modification with this Attachment to Work Statement "Agency Personal Verification Procedures for Contractor Personnel," the following information in electronic format via secure means using the HSPD-12 Contractor Template found at <http://epa.gov.oam/>. The template was developed to assist in the transmission of the required contractor employee information in a uniform format. The template also contains drop down menus when entering data in various data cells. Specifically, the 8 data elements, Employee Type, Program Office, Work City and State, Birth State, Birth Country, Citizenship, Previous Investigation and Investigative Agency, contain drop down menus.

- Contract number;
- Contract expiration date;
- Name, address, and phone number of the Contractor Program Manager point of contact;
- Name, date of birth, place of birth (city, state, country), and Social

Security Number for all contractor employees identified above.
 (NOTE: This information must be protected at all times, including during transmission, according to the requirements of the Privacy Act of 1974; see <http://www.epa.gov/privacy/>);

- Employee Type, Position, Email address, Program Office, Work City and State,
- An indication of which contractor employees are foreign nationals;
- Name of each contractor employee claiming to have a previous, favorably adjudicated Federal background investigation on record, and the name of the Federal Agency that required the investigation, and the completion date.

The contract-level COR will upload this information to the Office of Administrative Services Information System (OASIS) personnel security database.

After submission of the preliminary information, the contractor will be notified by the contract-level COR or PSB when to begin providing all information on Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and submit the form electronically to PSB via the Office of Personnel Management's (OPM's) Electronic Questionnaires for Investigations Processing (e-QIP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at <http://www.opm.gov/e-qip/reference.asp>. As part of the investigative and EPASS badging processes, contractor employees must be fingerprinted, photographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (FBI) for processing.

Contractor employees with a favorably adjudicated Federal background investigation at the National Agency Check and Inquiries (NACI) level or above, completed within the past 5 years and verified by EPA, do not require an additional investigation unless one is requested by the Contracting Officer (CO) or contract-level Contracting Officer Representative (COR). These employees must still be fingerprinted at a time and location specified by the COR.

In order to prevent any interruption of contractor services pending the completion of the OPM background investigation, the Office of Administrative Services (OAS) Security Management Division (SMD) has procedures in place to issue temporary or provisional badges.

When reporting in person, as directed by the contract-level COR, contractor employees must provide two forms of original identity source documents from the lists on Form I-9, OMB No.1615-0047, Employment Eligibility Verification (available at <http://www.uscis.gov/graphics/formsfee/forms/files/i-9.pdf>). At least one document shall be a valid State or Federal Government-issued picture identification.

Contractor Employees Requiring EPA Access for Less than 24 Hours a Week for 6 Months: These contractor employees may be subject to the above requirements, and may have limited and controlled access to facilities and information systems.

Foreign National Contractor Employees: To be eligible to work on-site at an

EPA controlled facility or to access EPA information systems, a foreign national contractor employee must have been admitted to the U.S. on an Immigrant Visa or a Non-Immigrant Work Authorization Visa. Foreign nationals requiring access to an EPA controlled facility or EPA information system for at least 24 hours a week for at least 6 months a year must meet the above requirements for an EPASS badge, and in addition:

- In the "Continuation Space" on the SF 85P, provide the visa number, issuance location, and issuance date for the visa used for entry to the U.S;
- When presenting two identification source documents, as described above, provide at least one from List A on Form 1-9.

When determining a foreign national contractor employee's eligibility for an EPASS badge, EPA will consider the type of visa presented (immigrant vs. non-immigrant) and the reciprocity agreement between the U.S. and the individual's country of origin. These considerations are in addition to the "red flag" issues listed below.

Screening of the SF 85P: Information contained on the SF 85P may demonstrate that a contractor employee is not suitable to be given access to EPA facilities or information systems. PSB will screen information entered on the SF 85P prior to OPM initiating the background investigation. For individuals with admitted, derogatory information, issuance of an EPASS badge may be delayed pending further EPA review. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Contractors will only be notified by the COR if any contractor employee is found unsuitable to perform as a result of a background investigation, and must be immediately replaced by the contractor. The following are possible "red flags":

- ! Employment - Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);
- ! Selective Service - Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);
- ! Police Records - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF 85P);
- ! Illegal Drugs - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P).

b) Returning Badges

The contractor is responsible for ensuring that all badges are returned to the COR at the conclusion of the contract or when contractor on-site services are no longer required, or when an individual contractor employee leaves.

c) Subcontracts

These requirements must be incorporated into all subcontracts wherein employees' work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system for 6 months or longer.

d) Appeals

Contractors have the right to appeal, in writing to the COR, a determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

U.S. Environmental Protection Agency
Personnel Security Branch (Mail Code 3206M)
1200 Pennsylvania Avenue, NW
Washington, DC 20460

PSB's decision on behalf of the Agency will be final and not subject to further appeal.

e) Definitions

- "EPA Information System" means an information system [44 U.S.C. 3502(8)] used or operated by EPA, or a contractor of EPA or other organization on behalf of the Agency.
- "EPA Controlled Facilities" means:
EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which are under the jurisdiction, custody or control of the Agency;
EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only; Government-owned contractor-operated facilities, including laboratories; The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal Employees are hosted unless specifically designated as such by the sponsoring department or agency.
- "Foreign National" means an individual who is not a United States citizen.

ATTACHMENT 2

REPORTS OF WORK

REPORTS OF WORK

The work shall be divided into Work Assignments, each of which will require a Work Plan. Additionally, monthly progress reports and monthly financial management reports are required. Informal bi-weekly expenditure reports and special reports may be required for selected work assignments. Reports submitted under this contract shall reference the contract number, the work assignment number and the Environmental Protection Agency (EPA) as the sponsoring agency.

MONTHLY PROGRESS REPORT

(a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but

unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved work plans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(7) The amount of funding as specified by the Government for the work assignment; the amount of funding remaining; and the percentage of funding remaining.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addressees on or before the 20th of each month following the first complete reporting period of the contract. Distribute reports as follows:

<u>No. of Copies:</u>	<u>Addressee:</u>	
2		Project Officer
1		Contracting Officer

ATTACHMENT 3

TECHNICAL PROPOSAL INSTRUCTIONS

TECHNICAL PROPOSAL INSTRUCTIONS

Technical Evaluation and Market Assessment Support for the Water Efficiency Program

In order that EPA may evaluate technical proposals in accordance with the Technical Evaluation Criteria, Offerors must address the following in their technical proposals.

1. The technical proposal shall be limited to 75 double-sided typewritten pages on 8 ½ x 11 paper, using Times New Roman font, no less than 12 point character size and no less than 1" margins. Font, no smaller than 9 point character size, is acceptable for non-text items such as tables, graphics, and exhibits. The following items are excluded from the page limitation: letters of transmittal, cover page, table-of-contents, and dividers. A foldout page counts as one page. The Offeror is strongly urged to be as succinct, clear and concise as possible in writing the technical submission. Proposals will be evaluated to the extent of the page limitation only.

The Offeror shall submit a Quality Management Plan and COI Plan as a separate attachment to the technical proposal. The Quality Management Plan and COI Plan will not count toward the page limitation.

The Offeror may submit resumes of proposed personnel as a separate attachment or as a tabbed section in the technical proposal. Resumes shall not be counted toward the technical proposal page limitation.

Offerors are advised to supply all information in the sequence and format specified below. The Offeror's proposal and supporting documentation must provide sufficient basis for a thorough evaluation. It is suggested that proposals be placed in binders with dividers clearly indicating the following sections:

- I. Technical Approach
- II. Adequacy of Past Performance
- III. Demonstrated Qualifications and Availability of Key Personnel
(Program Manager, Project Leaders)
- IV. Demonstrated Corporate Experience
- V. Adequacy of Program Management Plan
- VI. Small Disadvantaged Business Plan
- VII. Adequacy of Quality Management Plan
- VIII. Adequacy of Conflict of Interest

Any exceptions or conditional assumptions taken with respect to the requirements of this RFP shall be fully explained. Please note, however, that exceptions or deviations may render your proposal ineligible for an award without discussions.

2. These technical proposal instructions expand the instructions set forth in the provision in Section L entitled "Instructions for Proposals (Local LC-15-21)." Technical evaluation of proposals will be based on the Technical Evaluation Criteria in Attachment 4.

3. The Offeror's technical proposal must be prepared as a separate part of

the total proposal package, and shall be specific and sufficiently detailed to allow a complete evaluation of the method for satisfying the requirements set forth in the RFP. All cost or pricing details shall be omitted from the technical proposal.

4. The technical proposal shall comprehensively address each of the criteria described in Attachment 4, "Technical Evaluation Criteria," and shall be prepared in exactly the same order using the same numbering system for all criteria and subcriteria. Include all material that is to be evaluated under the appropriate criterion and subcriterion. Resumes and consultant letters of commitment, referenced in more than one criterion, need only be attached once as an appendix or attachment. Resumes of proposed personnel and letters of commitment may be attached in a tabbed section at the end and will not be counted toward the page limitation. Resumes should focus on relevant experience and are not to exceed 2 pages each.

5. The term "Offeror" as used in the technical proposal instructions and the technical evaluation criteria shall mean the prime contractor and any proposed subcontractors and consultants.

6. It is mandatory that Offerors include, in both their cost and their technical proposals, a clear explanation of how the individuals or categories proposed in the technical proposal correspond to the Labor Categories included in the cost proposal instructions. If proposal costing is not done based on specific individuals that are clearly named in both the cost and the technical proposals, it is the contractor's responsibility to demonstrate clearly in its cost proposal that the method of pricing accurately reflects the costs of using the individuals cited technically to an extent consistent with the level of effort usage proposed for personnel being technically evaluated.

The following instructions apply to the Technical Evaluation Criteria as set forth in Attachment 4, Technical Evaluation Criteria.

I. TECHNICAL APPROACH

A. At a minimum, the technical approach shall describe how the Offeror will meet the needs of the Government as listed in the Performance Work Statement. The technical approach should be specific, detailed, and complete. It should clearly and fully demonstrate that the offeror understands the requirements for the technical aspects inherent in the activities of EPA's water efficiency programs by presenting valid and practical approaches to complete the tasks set forth in the PWS.

B. In addition to providing an overall technical approach based on the tasks set forth in the PWS, the Offeror shall demonstrate an understanding of the requirements of this effort by developing a technical approach that is adequate to resolve a specific task envisioned under the scope of work. The offeror shall demonstrate their technical understanding by providing a plan to accomplish the sample work assignment that covers a potential key task area (Commercial and Institutional Program Strategies). The Sample Work Assignment is provided in Attachment 4, Technical Evaluation Criteria. The offeror's response must have enough detail to demonstrate the offeror's knowledge, experience and ability to perform the designated task. The Offeror's response to the Sample Work Assignment shall include a technical work

plan that fully addresses their technical approach to the sample work assignment topic.

II. ADEQUACY OF PAST PERFORMANCE

Offeror shall demonstrate this performance by listing all or at least 5 contracts and/or subcontracts similar in scope, magnitude, relevance (work assignment, level of effort, cost reimbursement) and complexity (having multiple projects with changing priorities) to the RFP requirement to include those contracts entered into with Federal, State and local governments, and commercial businesses completed during the last three (3) years.

See section L, Past Performance Information (EPAAR 1552.215-75) for additional information to be submitted for each contract and subcontract listed.

III. DEMONSTRATED QUALIFICATIONS AND AVAILABILITY OF KEY PERSONNEL (PROPOSED PROGRAM MANAGER, PROJECT LEADERS)

A. Demonstrated Qualifications and Availability of Key Personnel-Proposed Program Manager

The information provided for criterion IIIA. should clearly establish the proposed Program Manager's technical and managerial qualifications and availability to work on work assignments issued under the contract.

1. Technical: Demonstrated qualifications (experience, education and expertise) and availability of the proposed Program Manager relative to the technical requirements outlined in the PWS. The percent of time available for the contract, and other commitments should be included in demonstrating the availability of the proposed Program Manager. At a minimum, provide the individual's resume and present the following items in a simple, systematic table format or listing:
 - a. Name and Professional Level.
 - b. Percent of time available for the contract and commitment letter if not already an employee of the prime or subcontractor.
 - c. Degree(s) held and corresponding field of study.
 - d. Specific project experience related to the PWS area of responsibility.
 - e. Job responsibility for project experience described in item d.
 - f. Time dedicated to each project in item d.
 - g. Beginning and ending dates of each project in item d.
 - h. Current project commitments, including percent of time for each project, and duration of each project.
 - i. If the experience is not related to the technical scope specified in this solicitation, state the relevance of the experience to the PWS.
2. Managerial: Demonstrated managerial qualifications (experience, education, and expertise) and leadership skills of the proposed Program Manager in successfully managing contracts of a similar size and management scope, including management of subcontractor effort, multiple on-going projects, changing priorities, and quick response

tasks. Demonstrated expertise in handling administrative requirements such as budgeting, cost monitoring, resource allocations, and technical and financial reporting.

This sub-criterion should clearly establish the proposed Program Manager's managerial qualifications and leadership skills. At a minimum, provide the individual's resume and present the following items in a simple, systematic table format or listing:

- a. Specific managerial experience in managing contracts, including the name of the sponsoring agency/corporation that the PM worked for when managing each of the contracts.
- b. Goals met and achievements in each contract.
- c. Beginning and ending dates of each contract.
- d. Number of technical personnel supervised and subcontractors or consultants coordinated in each contract.
- e. Number of work assignments under each contract.
- f. Sponsor and value of each contract.
- g. Technical scope of each contract.

B. Demonstrated Qualifications and Availability of Key Personnel-Project Leaders

Criterion IIIB is established to evaluate the qualifications (education, experience, expertise), and availability of Key Personnel-Project Leaders, other than the Program Manager, relative to the requirements of the RFP PWS. Refer to Attachment 5 of the RFP for a description of the professional labor classifications. The Offeror can proposed up to 7 Key Personnel-Project Leaders for this criterion. The information should clearly establish the individual's educational achievements, specific past experience in performing similar projects to those anticipated under the solicitation, specific role held by the proposed individual in projects cited, length of time he/she held that role, goals met and achievement in the role, and availability for effort on work anticipated herein, including commitment letters if not currently in the employment of the prime or subcontractor.

At a minimum, provide the individual's resume and present the following items in a simple, systematic table format or listing:

- a. Name, Professional Level, Job Title, and Proposed Role under the contract.
- b. Percent of time available for the contract and commitment letter if not already an employee of the prime or subcontractor.
- c. Degree(s) held and corresponding field of study.
- d. Specific project experience related to the PWS area of responsibility for which the individual will be utilized under the contract.
- e. Job responsibility for the project experience described in item d.
- f. Time dedicated to each project in item d.
- g. Beginning and ending dates of each project in item d.
- h. Current project commitments, including percent of time for each project, and duration of each project.

If the experience is not related to the technical scope specified in this solicitation, state the relevance of the experience to the PWS.

IV. DEMONSTRATED CORPORATE EXPERIENCE

A. This sub-criterion is established to evaluate the prime's (and any proposed subcontractor's) corporate experience in fulfilling the technical requirements of the PWS under contracts of similar size (both LOE and dollar amount), technical scope, and contract type (work assignment, level-of-effort, cost reimbursement, having multiple projects with changing priorities). In areas where expertise and capabilities cannot be demonstrated in-house, the offeror shall provide names, qualifications, availability and experience of subcontractors and consultants that will be used to satisfy the requirements. In describing past corporate experience, include a description of the contract (including dollar value), level-of-effort, the sponsor, the dates of performance, the specific role the offeror assumed in the overall performance and any other information that would serve to establish the offeror's technical ability to fulfill the requirements of the solicitation. Report only those contracts completed within the past five (5) years and current contracts.

B. This sub-criterion is established to evaluate the prime's (and any proposed subcontractor's) corporate experience in managing contracts similar in size, technical scope, and contract type (i.e., work assignment, multi-task, level-of-effort, term-type contracts which require multiple ongoing projects) to that contemplated by this solicitation. In areas where expertise and capabilities cannot be demonstrated in-house, provide names, qualifications, availability and experience of subcontractors and consultants you intend to use to satisfy the requirements. In describing past corporate experience, include a description of the project (including dollar value), level-of-effort, the sponsor, the dates of performance, the specific role the offeror assumed in the overall performance and any other information that would serve to establish the offeror's managerial ability to fulfill the requirements of the solicitation.

V. ADEQUACY OF PROGRAM MANAGEMENT PLAN

Criterion V is established to evaluate the quality of the proposed program management plan to manage the contract effectively. Evaluation will be limited to the specific aspects covered by each sub-criterion. The Offeror should provide specific responses to all elements included in each sub-criterion description.

VI. SMALL DISADVANTAGED BUSINESS PLAN

The offeror shall demonstrate commitment to the use of Small Disadvantaged Business (SDB) concerns, demonstrated by the specificity with which offerors identify SDB concerns to be used in the performance of work under the contract, as well as the complexity and variety of the work the SDB concerns are to perform. Offerors shall submit specific examples which shall provide:

- (a) Proposed targets expressed only as percentages of total proposed contract amount in each of the applicable North American Industry Classification System (NAICS) Major Groups, as determined by the Department of Commerce, and to the extent authorized by law;
- (b) A total target expressed only as percentages from SDB participation by prime contractor, including joint venture

- partners and team numbers; and
(c) A total target expressed only as percentages for SDB and Participation by subcontractors.

NOTE: THE OFFEROR(S) RESPONSE TO THIS SUB-CRITERION MUST ALSO BE INCLUDED IN THE OFFEROR(S) COST PROPOSAL. IN THE COST PROPOSAL, OFFERORS SHALL PROVIDE ITS PROPOSED TARGETS EXPRESSED AS BOTH DOLLARS AND PERCENTAGES OF THE TOTAL PROPOSED CONTRACT AMOUNT FOR (a), (b), and (c) ABOVE. Guidelines and applicability of this program are outlined in Part 19 of the FAR.

IV. ADEQUACY OF QUALITY MANAGEMENT PLAN

Demonstrated appropriateness of quality assurance procedures as proposed in a customized Quality Management Plan (QMP) or in a corporate quality manual and an example of a Quality Assurance Project Plan or similar quality planning documents. See the RFP Section E clause entitled, "Higher Level Contract Quality Requirements (FAR 52.246-11)". Also, reference Section L, Clause L.26, "Instructions for the preparation of a Quality Management Plan (Local LC-46-22)(FEB 2003)" in the solicitation. EPA will evaluate each offeror's Quality Management Plan as a part of the technical evaluation process and will rate the plan as "Pass" or "Fail". Prior to award of a contract, the selected offeror's Quality Management Plan must achieve a "Pass" rating.

VII. ADEQUACY OF CONFLICT OF INTEREST PLAN

For criterion VII the offeror's Conflict of Interest Plan will be evaluated in accordance with provision M.5. EPA will evaluate each Offeror's Conflict of Interest Plan as a part of the technical evaluation process and will rate the plan as "Pass" or "Fail". Prior to award of a contract, the selected offeror's Conflict of Interest Plan must achieve a "Pass" rating.

ATTACHMENT 4

TECHNICAL EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA**Technical Evaluation and Market Assessment Support for the Water Efficiency Program**

The criteria and sub-criteria set forth below will be used to evaluate the offerors' technical proposals submitted to fulfill the requirements of the Performance Work Statement (PWS). Offerors shall prepare their submissions in accordance with the technical proposal instructions included as Attachment # 3 in the request for proposal. Also refer to attachment 6, Definitions of Labor Classifications for education and experience requirements for personnel proposed to work under the contract. The total available maximum score will be 1,000 points.

CRITERIA POINT SUMMARY

<u>Criterion</u>	<u>Weight</u>
I. Technical Approach	250 Points
II. Adequacy of Past Performance	250 Points
III. Demonstrated Qualifications and Availability of Key Personnel (Program Manager, Project Leaders)	200 Points
IV. Demonstrated Corporate Experience	150 Points
V. Adequacy of Program Management Plan	100 Points
VI. Small Disadvantaged Business Plan	50 Points
VII. Adequacy of Quality Management Plan	Pass/Fail
VIII. Adequacy of Conflict of Interest	Pass/Fail

Maximum Potential Points: 1000 Points

I. TECHNICAL APPROACH 250 Points

A. The Offeror will be evaluated on their understanding of the overall requirements of the Performance Work Statement (PWS) through their ability to develop a technical approach to the PWS that demonstrates the ability to plan, organize and accomplish the tasks set forth in the PWS.

(200 Points)

B. The offeror will be required to develop a technical approach to the sample work assignment set forth below that covers a potential main task area for the program office. The offeror's response will be evaluated on the technical writing and presentation of a thorough technical approach. The proposal will also be evaluated under this criterion on the Offeror's demonstrated availability of resources to complete the proposed technical approach. In addition, the Offeror will be evaluated on the proposal's overall conciseness and organization in presenting the technical approach.

Sample Work Assignment: Commercial and Institutional Program Strategies

The WaterSense Program is in the process of developing specifications for Commercial and Institutional water using products. Once the specifications for these products are available WaterSense will require a cohesive strategy for encouraging the adoption of WaterSense products by this sector. The contractor shall develop a strategy for outreach to this sector that factors in the breadth of facility types included in the sector and the programs

limited ability to provide in depth technical assistance to individuals firms or facilities.

(50 Points)

II. ADEQUACY OF PAST PERFORMANCE

250 Points

Demonstrated satisfactory or better performance on all or at least 5 contracts and/or subcontracts completed during the past three years as well as those currently in progress, which are similar in scope, magnitude, relevance (work assignment, level of effort, cost reimbursement) and complexity (having multiple projects with changing priorities) to that which is anticipated in this solicitation. Reference clause L.11, Past Performance Information, of the solicitation. Factors for consideration include quality of product or service, cost control, timeliness of performance, business relations, meeting SDB subcontracting requirements and overall performance.

III. DEMONSTRATED QUALIFICATIONS AND AVAILABILITY OF KEY PERSONNEL (PROGRAM MANAGER, PROJECT LEADERS)

200 Points

A. Demonstrated Qualifications and Availability of Key Personnel-
Proposed Program Manager (50 Points)

1. Demonstrated technical qualifications (experience, education, and expertise) and availability of the proposed Program Manager in the technical areas covered by the PWS. (25 Points)

2. Demonstrated managerial qualifications (experience, education, and expertise) and leadership skills of the proposed Program Manager in successfully managing contracts of a similar size and management scope, including management of subcontractor and consultant effort, multiple ongoing projects, changing priorities, and quick response tasks. Demonstrated expertise in handling administrative requirements such as budgeting, cost monitoring, resource allocations, and technical and financial reporting. (25 points)

B. Demonstrated Qualifications and Availability of Key Personnel-
Project Leaders (150 Points)

Demonstrated qualifications (experience, expertise, and education) and availability of Project Leaders (Up to 9 Project Leaders can be Proposed) relative to the specific requirements outlined in the PWS of this solicitation.

IV. DEMONSTRATED CORPORATE EXPERIENCE

150 Points

Demonstrated corporate experience in fulfilling requirements similar to those outlined in this solicitation relative to the following sub-criteria:

A. Corporate Technical Experience (100 Points)

Demonstrated corporate experience in fulfilling the technical requirements of contracts similar in size (both LOE and dollar amount),

technical scope and contract type to the requirements of the Performance Work Statement (PWS).

B. Corporate Management Experience (50 Points)

Demonstrated corporate experience in managing contracts similar in size, technical scope, and contract type (i.e., work assignment, multi-task, level-of-effort, term-type contracts which require multiple ongoing projects) to that contemplated by this solicitation. In addition, demonstrated corporate experience with such contracts in the oversight and management of subcontractors and consultants. The evaluation elements include total contract size (hours per year for level-of-effort), number of active work assignments in each contract, and the management of many diverse professional disciplines at any one time on a given project.

V. ADEQUACY OF PROGRAM MANAGEMENT PLAN 100 Points

Adequacy of the proposed program management plan specifically tailored to the activities which will be conducted under any resulting contract, as measured by the following sub-criteria:

A. Recruitment, Retention, Organization and Staffing Plan (50 Points)

The Offeror should illustrate the overall organizational structure, clearly delineate the personnel responsibilities, lines of authority on contract and work assignment levels, and proposed staffing levels. The offeror should illustrate their proposed staffing plan, including a chart or discussion on the staff available to support the requirements of the PWS. The Offeror should illustrate its proposed plan to recruit, hire, train, and retain qualified personnel for performance under any resulting contract to fulfill the requirements of the Performance Work Statement.

B. Cost/Performance Monitoring (25 Points)

The Offeror should demonstrate the adequacy and effectiveness of the system proposed for tracking and monitoring contract and individual work assignment progress, labor hours and costs. The Offeror should provide specific responses relative to monitoring and controlling cost and the process that will be used to ensure performance within the established budgetary constraints at the overall contract and work assignment levels.

C. Communication Mechanisms (25 Points)

The Offeror should illustrate the communication and control mechanism(s) outlining effective coordination and timely management of activities to be conducted under the Performance Work Statement. The Offeror will also be required to demonstrate the effectiveness of its proposed plan to coordinate work efforts and provide effective communication between the prime contractor, subcontractor, and consultants on individual work assignments.

VI. SMALL DISADVANTAGED BUSINESS PARTICIPATION 50 Points

Demonstrated commitment to the use of Small Disadvantaged Business (SDB) concerns, as demonstrated by the specificity with which offerors identify SDB concerns to be used in the performance of work under the contract, as well as the complexity and variety of the work the SDB concerns are to perform. Offerors shall submit specific examples which shall provide: (a) Proposed targets expressed only as percentages of total proposed contract amount in each of the applicable North American Industry Classification System (NAICS) subsectors, as determined by the Department of Commerce, and to the extent authorized by law; (b) a total target expressed only as percentages, for SDB participation by the prime contractor, including joint venture participation by subcontractors; and (c) a total target expressed only as percentages for SDB participation by subcontractors.

NOTE: THE OFFEROR'S RESPONSE TO THIS SUB-CRITERION MUST ALSO BE INCLUDED IN THE OFFEROR'S COSTS PROPOSAL, IN THE COST PROPOSAL, OFFERORS SHALL PROVIDE THEIR PROPOSED TARGETS EXPRESSED AS BOTH DOLLARS AND PERCENTAGES OF THE TOTAL PROPOSED CONTRACT AMOUNT FOR (a), (b), and (c).

VII. ADEQUACY OF QUALITY MANAGEMENT PLAN Pass/Fail

Demonstrated adequacy of the proposed Quality Management Plan (QMP) and an example of a Quality Assurance Project Plan (QAPP) or similar quality planning document relative to the unique requirements of this solicitation (as stated in the PWS). The QMP shall set forth the offeror's capability for quality assurance during this project. Refer to clause L.26, Instructions for the Preparation of a Quality Management Plan.

VIII. ADEQUACY OF CONFLICT OF INTEREST PLAN Pass/Fail

Demonstrated adequacy and effectiveness of the proposed procedures to identify and report conflicts of interest, whether actual or potential, throughout the period of performance.

Total Points Available: 1000

ATTACHMENT 5

COST PROPOSAL INSTRUCTIONS

DEVELOPMENT OF COST PROPOSAL/RFP PR-CI-08-10633

The following paragraphs supplement the instructions set forth in the provision L.24, entitled "Instructions for Proposals". These instructions apply to both the prime contractor as well as subcontractors. It is the prime contractor's responsibility to ensure that all instructions are disseminated to subcontractors.

In the cost proposal, the offeror must certify that all proposed personnel (including proposed subcontractor personnel) meet the qualifications specified in the RFP. In the cost proposal, offerors shall demonstrate that the labor rates for the individuals identified in the technical proposal are included in the labor rate calculations in the cost proposal. Those individuals included in the technical proposal must be included in the cost proposal in a magnitude consistent with the significance of their role in the technical proposal. For example, an individual included in the technical proposal with significant expertise and credentials, who is being included to respond to technical criteria and earn a favorable technical review, should also proportionately be included in the cost proposal at a level of effort reflecting the potential anticipated usage of that individual, so that a crosswalk of expertise and cost is evident. The individual should not, logically, be included in the cost proposal for a very minimal level of effort (i.e., 5 hours) when the proposed individual has been a significant part of the technical expertise evaluation. If individuals in the technical proposal are included in an average labor cost center/pool, offerors shall demonstrate how those individuals are included in the respective cost center/pool for which they are proposed.

Proposals shall be numbered "1 of 5, 2 of 5, etc." on the front cover of the proposal.

(a) Offerors shall submit a total of **11** summary pages in their chosen format, each showing the total cost and fee proposed for each block of hours below. The offeror's summary sheets shall be supplemented as necessary to provide thoroughness and clarity in the data presented.

1. Base Period, Base Level of Effort (LOE)
2. Base Period, Optional LOE
3. Option Period 1, Base LOE
4. Option Period 1, Optional LOE
5. Option Period 2, Base LOE
6. Option Period 2, Optional LOE
7. Option Period 3, Base LOE
8. Option Period 3, Optional LOE
9. Option Period 4, Base LOE
10. Option Period 4, Optional LOE
11. Aggregate, All Periods, All LOE

(b) In the cost proposal, the offeror must certify that all the proposed personnel (including proposed subcontractor personnel) meet the qualifications specified in the RFP. In the cost proposal, offerors shall demonstrate that the labor rates for the individuals identified in the technical proposal are included in the labor rate calculations in the cost proposal. If individuals in the technical proposal are included in an average labor cost center/pool, offerors

shall demonstrate how those individuals are included in the respective costcenter/pool for which they are proposed.

(c) The cost breakdown supporting the above documents for the prime contractor and all subcontractors shall be prepared in the following format:

Base LOE					Optional LOE				
Base	Opt 1	Opt 2	Opt 3	Opt 4	Base	Opt 1	Opt 2	Opt 3	Opt 4
Total	Direct	Labor							
Fringe	Benefits								
Overhead									
Travel									
ODC									
Consultants									
Subcontract									
X									
Y									
Z									
Total	Subcontract								
Subtotal									
G&A									
Total	Cost								
Base	Fee								
Total	Cost	Plus	Fee						

(d) All pages in the cost proposal should be numbered. An index with appropriate page references should be included. A complete narrative explanation regarding the basis of each cost element should also be included.

(e) The direct labor hours to be used to develop the cost proposal are detailed in Subparagraph (i) below. It is noted that no estimate has been included for company management or other support. If it is your disclosed practice to include company management or other support as a direct cost, then your proposal must include an estimate of the hours and associated costs that you believe will be necessary to support the specified level of effort. A narrative explanation of the basis of this estimate must also be included. If company management or other support is recovered through an indirect cost pool, no direct cost estimate is required. Your proposal must clearly indicate whether your disclosed practice is to recover company management and other support effort as a direct or indirect cost.

(f) The direct labor hours in Subparagraph (i) are the estimated workable hours required by the Government. These hours do not include release time such as holiday, vacation, and sick leave. The portion of release time allocable to the proposed direct labor hours shall be computed and shown separately from the direct labor rate. If these costs are normally included in a fringe benefit or other indirect cost rate, separate identification is not required. However, if release time or other labor-related costs are factored into your direct labor rates, these costs must be separately identified in your proposal. Your proposal should clearly indicate your disclosed practice regarding recovery of release time or paid absence.

(g) For each contract period, the offeror shall propose the amount specified in Subparagraph (i) for Other Direct Cost (ODC). The specified amount may be

allocated between the prime contractor and subcontractors if applicable. The estimated distribution of the specified ODC appears under the level of effort chart. If you anticipate additional ODCs other than those listed in the distribution, your cost proposal must identify such costs as separate line items. Narrative explanations regarding the basis of the additional ODCs must also be included.

(h) When subcontract effort is included in the cost proposal, the prime contractor shall submit charts for each period (base level of effort and optional level of effort as separate charts) and for the aggregate (all periods, all hours) which clearly indicate the exact allocation of the specified level of effort among the prime contractor and the proposed subcontractors. Specified labor categories as well as job titles within the labor categories should be identified. **THIS CHART SHOULD BE INCLUDED IN BOTH THE TECHNICAL PROPOSAL AND THE COST PROPOSAL. HOWEVER, ONLY IN THE COST PROPOSAL SHOULD THE CHART ALSO REFLECT THE ALLOCATION OF THE SPECIFIED ODC.** As noted in the Technical Evaluation Criteria, (Attachment 4), in regards to the identified small disadvantaged business (SDB) targets, offerors shall provide their proposed targets expressed as both dollars and percentages of the total proposed contract amount.

(I) Offerors shall prepare proposals utilizing the labor categories, level of effort and ODC specified in the chart below. The level of effort is estimated to approximate the mix that will be required and is used primarily to provide a sound basis on which to compare competing cost proposals. The actual mix of hours incurred in performance of any resulting contract may vary greatly due to unknown factors that make the use of a level-of-effort contract necessary. Documents shall be submitted showing this data, one for each column in the chart below.

The cost must be broken down by discipline only if there are different labor rates for disciplines within a professional level. The disciplines identified under the professional categories are provided to reflect the professional titles commonly associated with the work to be performed under this contract. Those submitting proposals are encouraged to submit a professional staff which demonstrate the appropriate technical expertise and competence involved in these disciplines. The official titles of the proposed staff need not correlate with this list, which is provided merely to demonstrate the levels of expertise being sought. If the cost is not broken down by discipline, the proposal shall include a statement that rates are the same for all disciplines within a professional level.

The amounts shown for ODC do not include any indirect cost or fee. If it is your disclosed practice to apply an indirect rate to any of the categories of cost listed below, that indirect cost would be over and above the specified amounts. Your proposal should identify the applicable indirect cost as a separate line item.

The prime contractor and all subcontractors must include a statement that it is their normal accounting practice to charge the cost items specified below as direct costs. If any of the items are normally indirect costs, the proposal shall indicate the items and the allocated ODC amount shall be reduced accordingly.

If the prime contractor or any subcontractor has any normal ODC items that are not included in the list shown below, the basis for the ODC shall be explained

in the proposal and the appropriate amount shall be added to the specified ODC.
(i) The format on the following page is provided as a guideline in preparing the charts.

Note:

If it is your practice to propose uncompensated overtime, please indicate this information in your cost proposal.

If the indirect cost rates included in your proposal and/or your subcontractors' proposals are lower than the current, approved forward-pricing rates or current, approved provisional billing rates, it shall be assumed that these are ceiling rates, and they shall be incorporated into any resultant contract as such if the award is made upon initial proposals. If there is any objection to this, an explanation to the approach taken must be included in the narrative section in your proposal.

If a proposed subcontractor does not have an approved accounting system (one that is considered adequate for use on Government cost-type contracts), consent for a cost type (CPFF, etc.) subcontract will not be granted. Under this situation, a fixed-rate type subcontract would be more appropriate, and, for proposal purposes, the ODCs should remain with the prime contractor. During performance the ODCs must be managed by the prime contractor but may be allocated to the subcontractor on an as-needed basis. Please keep this in mind when negotiating the contract type with your subcontractors.

NOTE: PLEASE REFER TO THE ATTACHMENT ENTITLED "DEFINITIONS OF LABOR CLASSIFICATIONS."

Level of Effort Distribution Table

Base Level of Effort			Optional Level of Effort								
P-4	Base Period		Option Year 1		Option Year 2		Option Year 3		Option Year 4		Total
	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	
Program Manager	2000	1040	2000	1040	2000	1040	2000	1040	2000	1040	15200
Sr. Policy Analyst	800	420	800	420	800	420	800	420	800	420	6100
Sr Environ. Engr	1000	520	1000	520	1000	520	1000	520	1000	520	7600
Sr Economist	1000	520	1000	520	1000	520	1000	520	1000	520	7600
Total P-4	4800	2500	4800	2500	4800	2500	4800	2500	4800	2500	36500
P-3	Base Period		Option Year 1		Option Year 2		Option Year 3		Option Year 4		Total
	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	
Marketing Project Leader	1800	887	1800	887	1800	887	1800	887	1800	887	13435
Policy Project Leader	1800	887	1800	887	1800	887	1800	887	1800	887	13435
Engineering Project Leader	1800	887	1800	887	1800	887	1800	887	1800	887	13435

Base Level of Effort			Optional Level of Effort								
Program Administration Project Leader	1800	887	1800	887	1800	887	1800	887	1800	887	13435
IT Project Leader	1200	592	1200	592	1200	592	1200	592	1200	592	8960
Program Analyst	1800	887	1800	887	1800	887	1800	887	1800	887	13435
Environmental Engineer	1800	887	1800	887	1800	887	1800	887	1800	887	13435
Systems Analyst	1200	592	1200	592	1200	592	1200	592	1200	592	8960
Environmental Scientist	500	246	500	246	500	246	500	246	500	246	3730
Economist	500	246	500	246	500	246	500	246	500	246	3730
Total P-3	14200	6998	14200	6998	14200	6998	14200	6998	14200	6998	105990
P-2	Base Period		Option Year 1		Option Year 2		Option Year 3		Option Year 4		Total
	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	
Research Assistant	2000	1047	2000	1047	2000	1047	2000	1047	2000	1047	15235
Environmental Engineer	2000	1047	2000	1047	2000	1047	2000	1047	2000	1047	15235
Environmental Scientist	1000	523	1000	523	1000	523	1000	523	1000	523	7615
Writer/editor	1600	837	1600	837	1600	837	1600	837	1600	837	12185
Graphics Artist	2000	1047	2000	1047	2000	1047	2000	1047	2000	1047	15235
Total P-2	8600	4500	8600	4500	8600	4500	8600	4500	8600	4500	65505
P-1	Base Period		Option Year 1		Option Year 2		Option Year 3		Option Year 4		Total
	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	Base	Qty Opt	
Research Assistant	1275	580	1275	580	837	580	837	580	837	580	9275
Environmental Engineer	1425	648	1425	648	1047	648	1047	648	1047	648	10365
Environmental Scientist	1500	682	1500	682	4500	682	4500	682	4500	682	10910
Graphics Specialist	1000	455	1000	455	1000	455	1000	455	1000	455	7275
Computer Specialist	300	136	300	136	300	136	300	136	300	136	2180
Total P-1	5500	2501	5500	2501	5500	2501	5500	2501	5500	2501	40005
TOTAL PROF HOURS	33100	16500	33100	16500	33100	16500	33100	16500	33100	16500	248000

OTHER DIRECT COSTS

<u>Base Quantity</u>	<u>BasePd</u>	<u>OptPd 1</u>	<u>OptPd 2</u>	<u>OptPd 3</u>	<u>OptPd 4</u>
Travel	\$50,000	\$70,000	\$98,000	\$137,200	\$192,080
Computer Related Costs	\$10,000	\$11,500	\$13,255	\$15,209	\$17,490
Reproduction	\$12,000	\$15,000	\$18,750	\$23,438	\$29,297
Postage and Delivery	\$6,000	\$6,900	\$7,935	\$9,125	\$10,494
Telephone and Supplies	\$7,000	\$7,350	\$7,718	\$8,103	\$8,509
Total ODCs	\$85,000	\$110,750	\$145,628	\$193,075	\$257,870
<u>Optional Quantity</u>	<u>BasePd</u>	<u>OptPd 1</u>	<u>OptPd 2</u>	<u>OptPd 3</u>	<u>OptPd 4</u>
Travel	\$25,338	\$35,473	\$49,662	\$69,527	\$97,338
Computer Related Costs	\$5,068	\$5,828	\$6,702	\$7,707	\$8,863
Reproduction	\$6,081	\$7,601	\$9,502	\$11,877	\$14,846
Postage and Delivery	\$3,041	\$3,497	\$4,021	\$4,624	\$5,318
Telephone and Supplies	\$3,547	\$3,725	\$3,911	\$4,106	\$4,312
Total ODCs	\$43,075	\$56,124	\$73,798	\$97,841	\$130,677

ATTACHMENT 6

DEFINITIONS OF LABOR CLASSIFICATIONS

DEFINITION OF LABOR CLASSIFICATION

The following definitions of the labor classifications are provided to aid in the preparation of the technical and cost proposal.

(A) PROFESSIONAL

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

Typical Title: Program Manager, Sr. Policy Analyst, Sr. Environmental Engineer, Sr. Economist

Normal Qualifications: Ph.D. Degree or equivalent
Experience: 10 years minimum

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

Typical Title: Program Analyst, Environmental Engineer, Systems Analyst, Environmental Scientist, Economist, Project Leaders

Normal Qualifications: Masters Degree or equivalent
Experience: 6 years minimum

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

Typical Title: Research Assistant, Environmental Engineer, Environmental Scientist, Writer/editor, Graphics Artist.

Normal Qualifications: Bachelor Degree or equivalent
Experience: 3 years minimum

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

Typical Title: Research Assistant, Environmental Engineer, Environmental Scientist, Graphics, Specialist, Computer Specialist, Writer.

Normal Qualifications: Bachelors Degree or equivalent
Experience: 0 years minimum

(B) EXPERIENCE/QUALIFICATION SUBSTITUTIONS

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

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

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

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

ATTACHMENT 7

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) Schedule Number; Paid By; Date Invoice Received - leave blank.
- (7) Discount Terms - enter terms of discount, if applicable.
- (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.
- (11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ___ of Standard

Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) Quantity; Unit Price - insert for supply contracts.
- (14) Amount - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.
- (2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number - leave blank.
- (4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services - insert the contract number as in the Standard Form 1034.
- (7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the

invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) Contractor's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) Contract Number - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 8

PAST PERFORMANCE INSTRUCTIONS

PAST PERFORMANCE QUESTIONNAIRE
SOURCE SELECTION SENSITIVE INFORMATION

Name of Offeror:

Contract Information
(Supplied by offeror in proposal, or obtained by EPA)

Evaluator's Organization: Contract Number:

Contract Title: Contract Value:

Type of Contract: Period of Performance:

The ratings indicated below are to be supplied by the evaluator identified above and not the offeror.

Performance Elements	Unsatisfactory 0	Poor 1	Fair 2	Good 3	Excellent 4	Outstanding 5
1. Quality of Product Or Service						
2. Cost Control						
3. Timeliness of Performance						
4. Business Relations *						
5. Meeting SDB Subcontracting Requirements						
6. Overall Performance						

*Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive.

7. Please identify corporate affiliations that you have with the offeror, if any.

8. Would you do business with the offeror again?

9. Information provided by:

Name of Source _____

Title _____

Date _____

Address _____

Phone number _____

10. Questionnaire received by:

Name of EPA
Employee _____

Title _____

Date _____

Signature _____

ATTACHMENT 9

CLIENT AUTHORIZATION LETTER

(Address)

Dear "Client":

We are currently responding to the U.S. Environmental Protection Agency RFP No. PR-CI-08-10633 for the procurement of technical and administrative support services for EPA's water efficiency efforts (including the WaterSense Program). The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to:

Sincerely,

ATTACHMENT 10

MINIMUM STANDARDS FOR EPA CONTRACTORS CONFLICT OF INTEREST PLANS

MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parent's, affiliates', subsidiaries', or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order
(DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractors' COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 11

QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE SURVEILLANCE PLAN
 Technical Evaluation and Market Assessment
 Support for the Water Efficiency Program

General Management and Administration			
Performance Requirement	Measurable Standards	Surveillance Methods	Incentives/ Disincentives
<p>Management and Communications: During the performance of the Contract, the Contractor shall immediately inform EPA of any issue that may potentially impact project schedules or cost.</p>	<p>The contractor shall maintain contact with contract managers (EPA CO, PO and WAM) throughout the performance of the contract and identify any issues or concerns to the appropriate EPA contract manager prior to occurrence or within a day or occurrence. In cases where issues have a direct impact on project schedules and cost, the contractor shall provide options for EPA's consideration on resolving or mitigating the impacts.</p>	<p>EPA contract managers will allocate the time needed to discuss and address all issues identified by the Contractor. Each EPA contract manager will document and maintain a complete record of the issues, agreements and outcome. All EPA contract managers will review monthly progress reports for indicators of communications problems and will bring issues to the Contractor's immediate attention.</p>	<p>Any issues that impact project schedules and cost that are not brought to the attention of the appropriate EPA contract manager before occurrence or within a day of occurrence will be unsatisfactory. Two or more incidents during any contract performance period will be reported as unsatisfactory performance in the NIH Performance Evaluation System.</p>

<p>Timeliness: The Contractor shall provide services and submit deliverables in accordance with approved work assignment schedules.</p>	<p>Services and deliverables shall be in accordance with schedules stated in each work assignment or technical direction. Unless amended or modified by an approved EPA action, a deliverable that is received 7-days past the due date, will be considered unsatisfactory performance.</p>	<p>EPA will closely monitor task milestone and deliverable schedules and shall notify the contractor when it becomes apparent that an established schedule will not be met. EPA will review the Contractor's Monthly Progress Reports and any special reporting requirements to compare actual delivery dates against those approved in work assignments.</p>	<p>An annual on time performance standard of less than 90% will be unsatisfactory performance and will be reported in the NIH Performance Evaluation System.</p>
---	---	---	--

<p>Cost Management and Control: The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.</p>	<p>The Contractor shall monitor, track and accurately report level of effort, labor costs, other direct costs and fee expenditures to EPA through monthly progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate time keeping.</p>	<p>The EPA Project Officer will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual work assignment level expenditures. The Project Officer shall review the Contractor's monthly progress reports and request the Work Assignment Managers verification of expenditures and technical progress before authorizing invoice payments.</p> <p>The EPA Work Assignment Manager will maintain regular contact with the Contractor's designated work assignment manager/project manager to discuss work assignment progress and expenditures. The Work Assignment Manager will review the Contractor's monthly progress reports and invoices and provide feedback to the Project Officer on payment.</p>	<p>An overrun that exceeds 3% of the work assignment obligation that is the direct result of the Contractor's failure to manage and control costs will result in unsatisfactory rating being reported to the NIH Performance Evaluation System.</p>
--	--	---	---

<p>Quality of Deliverables :</p> <p>Technical: The Contractor shall collect and analyze data in support of the Agency's decision-making.</p> <p>Editorial: The Contractor shall ensure editorial quality of all deliverables .</p>	<p>The analysis conducted by the Contractor shall be factual and defensible and based on sound science and engineering. All data shall be collected from reputable sources and quality assurance measures shall be conducted in accordance with Agency requirements and any additional requirements outlined in individual work assignments. Any work requiring the Contractor to provide options or recommendations shall include the rationale used in selecting the option/recommendation and all other options considered. The Contractors deliverables or written submissions shall be clear and concise and error free. All analyses conducted for EPA by the Contractor must be factual and based on sound science and engineering. All editorial content in final deliverables (excluding technical documents) must conform to the AP Styleguide unless other wise specified by EPA Contract Manager.</p>	<p>The appropriate Contract Managers will review all deliverables including analysis conducted by the Contractor and will independently consider their merit. EPA may opt to peer review analyses to further validate merit.</p>	<p>If after reviewing the Contractor's final deliverable, EPA determines that the content is not factual, legally defensible or based on sound science and engineering, or contains editorial errors, the Contractor will be expected to redo the work at no cost to the government. If after a second submission of the final deliverable, EPA still determines that the content is not factual, legally defensible or based on sound science and engineering, or contains editorial errors, the Contractor's performance will be reported as unsatisfactory in the NIH Performance Evaluation System.</p>
--	---	--	---

<p>Socio-Economic Utilization: The Contractor shall ensure maximum practicable participation by socio-economic firms.</p>	<p>The Contractor shall assess all Agency requirements for opportunities to fully utilize expertise of its socio-economic team. Work shall be allocated in a manner that ensures the Contractor's annual subcontracting goals are met.</p>	<p>EPA will monitor the contractor's utilization of socio-economic firms by reviewing the Contractor's submittal of Standard Forms (SF) 294 and SF 295.</p>	<p>The Contractor shall meet a standard of at least 80% of the dollar goals outlined in its subcontracting plan annually. If less than 80% is reached, the Contractor shall provide a detailed explanation and shall outline the steps that will be taken to meet the annual goals outlined in its plan. Performance that does not meet the stated goals without sufficient justification will be reported as unsatisfactory in the NIH Performance Evaluation System.</p>
---	--	---	--