


<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 		RATING N/A	PAGE OF PAGES 1
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-HQ-09-10766	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER PR-HQ-09-10766
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 Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004			Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		

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

**SOLICITATION**

9. Sealed offers in original and 5 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 03:00 PM local time 1/8/2010  
(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 KELLY E. EASTERLING	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS easterling.kelly@epa.gov
		AREA CODE 202	NUMBER 564-8421	EXT.

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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**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 (120 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	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.		
		<input type="checkbox"/>		

**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: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 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		28. AWARD DATE
				(Signature of Contracting Officer)

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

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Previous edition is unusable

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

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$10,000. The amount of all orders shall be determined after award.

**B.2 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)**

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

**BASE QUANTITY**

<u>Contract Period</u>	<u>Total</u>
Base Period	\$375,452
Option Period I	\$390,470
Option Period II	\$406,088
Option Period III	\$422,332
Option Period IV	\$439,226

"Other Direct Costs" may include such areas as travel, equipment, meeting facilities, postage, communications or photocopying.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 STATEMENT OF WORK**

The Statement of Work is included as Attachment 1 to this solicitation.

**C.2 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.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)**

(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 set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) 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.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains

procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204M  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 564-9629

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series 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)</u> [dated 03/20/01]	Award of contract
[ ]	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]	Award of contract
[X]	Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	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)</u> [dated 03/20/01]	Issuance of statement of work for the project
[ ]	Other Equivalent: _____	_____	[ ] Award of contract [ ] 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 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION**

(a) The Contractor shall furnish two (2) 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 task orders or delivery orders, include the estimated percentage of task completed during the reporting period for each task order 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 task order, such as subcontractor, 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 workplans.

(e) The report shall specify financial status at the task order or delivery order as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest task order / 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 task order 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 hours.

(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 task order or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but

unbilled for the current reporting period and cumulative for the task order.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each task order or delivery order during the reporting period.

(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 addresses on or before the 15<sup>th</sup> of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

<u>No. of Copies:</u>	<u>Addresses:</u>
One (1)	Project Officer
<hr/>	
One (1)	Contracting Officer

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

The Contractor shall maintain accurate working files (by task order) 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.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

**TBD**

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

**G.2 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 **TBD** 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.

(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.3 TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS**

*Note: This clause is applicable if at least two (2) offerors receive contract awards as a result of this solicitation.*

**1. Request for Offers**

- a. All multiple awardees will be provided a fair opportunity to be considered for each order in excess of \$3,000.00 pursuant to FAR 16.505(b), unless one (1) of the exceptions below applies:
- i. The agency need for the supplies or services is so urgent that providing the opportunity would result in unacceptable delays;
  - ii. Only one (1) contractor is capable of providing the supplies or services at the level of quality required due to specialization;
  - iii. The order must be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided all awardees were given a fair opportunity to be considered for the original order; or
  - iv. It is necessary to place an order to satisfy a minimum guarantee.

The cover memorandum, in the form of an email transmission entitled "Request for Offers" (RFO), for the Statement of Work (SOW) for each Task Order will identify the mechanism for submitting offers. The Contracting Officer may use information available on hand to ensure each awardee is provided a fair opportunity to be considered.

The Contracting Officer will determine, in each Request for Offer (RFO), what the contractor is required to submit to be considered a responsive offeror. The required elements of the contractor's offers may include, but are not limited to, an executive summary, technical proposal, cost proposal and work samples.

Each written (via email transmission) Request for Offers (RFO) will include the following:

- The Statement of Work and the Evaluation Criteria which will be used to evaluate the offers, if required;
- The components of offer (Technical and/or Cost Proposals or other elements) to be submitted, if required;
- Format for submission;
- Time frame for submission of the offer;
- Basis for selection;
- Any other relevant instructions to the contractor, including those regarding discussions.

**2. Offer Submission**

- a. Upon receipt of a Request for Offer, the contractor shall submit

an offer to the Contracting Officer within the time specified in the request. As noted above, the more complex tasks may include Technical and Cost components. However, some may only require cost submissions.

- b. Proposals submitted for Task Orders will be based on the most appropriate costs to accomplish the work included in the calculation of costs for the various Labor Categories in the offerors Cost Proposal.
- c. Each contractor will be given a fair opportunity to be considered for each order in excess of \$3,000.00 (unless an exception applies) and will be required to be available to perform each order over \$3,000.00. Each contractor must participate in the order selection process for each order and must be available if selected.
- d. The only acceptable reason(s) for a contractor's nonparticipation in the Task Order issuance or selection process are:
  - i. Inability to accept or perform the work because of a conflict of interest;
  - ii. Capacity problem;
  - iii. Some other compelling factor which the Contracting Officer determines would affect the contractor's ability to perform the work effectively, and which justifies its nonparticipation in the order issuance process.
- e. To be specified in the instructions for submission of offers outlined in the Request for Offers (RFO), the technical component of the offer must include the following for each task:
  - i. Technical approach to perform the order, if required;
  - ii. Staffing plan;
  - iii. Delivery schedule;
  - iv. References; and/or
  - v. Any other requested information.

At the Contracting Officer's discretion, the aforementioned five (5) components may be limited due to the complexity of the Task Order Statement of Work.
- f. The cost component must include a breakdown of costs for each task and an overall summary for the prime and any subcontractor.

### 3. Evaluation and Selection Procedures

- a. Offers will be evaluated based on the method of selection described in the request for offers.
- b. The method of selection for issuance of a Task Order will be tailored to the specific requirements of the order. The method of selection may be any one of the following:
  - i. **Issuance of the order to the contractor offering the best value to the Government.** Technical quality is equal to or more important than cost.
  - ii. **Issuance of the order to the contractor with the highest composite score.** The technical and cost components are both scored. The request for offers identifies the formula used to arrive at the composite score (e.g. the technical component is worth 70%, the cost component is worth 20% and

- past performance is worth 10%).
- iii. **Issuance of the order to the contractor with the lowest evaluated cost, technically acceptable offer.** The technical component of this offer is scored as acceptable or unacceptable rather than a given point score, and order issuance is made to the technically acceptable offer with the lowest evaluated cost.
  - c. Issuance of an order may be based on the evaluation of initial offers without discussions or on evaluation of offers and discussions.
  - d. The Contracting Officer's selection decision on each Task Order request shall not be subject to the protest or dispute provisions of the contract, except for a protest that the Task Order increases the scope, period of performance or maximum value of the contract. See Section H clause TASK ORDER AND DELIVERY ORDER OMBUDSMAN for the designated Task Order and Delivery Order Ombudsman for this contract.

Upon completion of the base period of performance, each contractor's past performance on work performed during the base period and subsequent option periods may be factored into the evaluation of offeror's proposals for subsequent Task Orders. The Contracting Officer may issue the signed Task Order by electronic commerce methods (email) or facsimile.

#### **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	
Period	<u>To Be Determined</u>
Rate	
Base	

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

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 PROPERTY (EPAAR 1552.245-70) (SEP 2009) 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 prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides 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.

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

**U.S. Environmental Protection Agency**

**Contract Property Administration Requirements**

1. *Purpose.* This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. *Contract Property Administration (CPAR)*

a. *EPA Delegation.* EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. *DCMA Re-delegation.* The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property

administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration.

Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. *Disagreements.* Notwithstanding the delegation (s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

### 3. *Requests for Government Property.*

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is 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:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. *Transfer of Government Property.* The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as, all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

### 5. *Records of Government Property.*

- a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.
- b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the 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.
- c. 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.
- d. 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 designated CPC and the Fleet Manager.
- e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property.

The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. *Reports of Government Property.* EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

- a. For each classification listed on the EPA Property Report form, with the exception of 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 Plant Equipment, Superfund and Special Test Equipment 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. The reports are to be received at EPA by the CPC by October 5th of each year.**

f. Distribution shall be as follows:  
Original to: CPC  
One copy: CO

g. Contractors are required to comply with GSA and DOE 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 CPC.

8. *Disposition of Government Property.* The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. *Identification.* The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, 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 via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. *Reporting.*

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1 (j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>.

Superfund property must contain a Superfund notification and the following language must be displayed on the form: "'Note to CO: Reimbursement to the EPA Superfund is required.'"

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. *Disposition Instructions.*

(i) *Retention.* When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess

Government Property under the current contract for possible future requirements.

(ii) *Return to EPA.* When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) *Transfer.* When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. 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.

(iv) *Sale.* If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) *Abandonment.* Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. *Decontamination.* In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. *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 CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted 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 and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, 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 CO, and, if delegated, 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. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

*Required Data Element-* In addition to the requirements of FAR 52.245-1(f) (vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer;  
Name of the contractor representative;  
Business type;  
Name and address of the contract property coordinator;  
Superfund (Yes/No);  
No. of Subcontractor/Alternate Locations

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.

(End of clause)

**G.7 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)**

(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 following data will be furnished to the Contractor as specified in the Task Order.



**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 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.5 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION**

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

**TBD**

(c) The "Ordering" clause will be modified as follows:

Period	Start Date	End Date
Option Period I	Award Date + 1 Years	Award Date + 2 Years
Option Period II	Award Date + 2 Years	Award Date + 3 Years
Option Period III	Award Date + 3 Years	Award Date + 4 Years
Option Period IV	Award Date + 4 Years	Award Date + 5 Years

**H.6 MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-70) (OCT 2000)**

(a) The Contractor has been approved to participate in the EPA Mentor-Protege program. The purpose of the Program is to increase the participation

of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDB's and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts.

(b) The Contractor shall submit an executed Mentor-Protege agreement to the contracting officer, with a copy to the Office of Small and Disadvantaged Business Utilization or the Small Business Specialist, within thirty (30) calendar days after the effective date of the contract. The contracting officer will notify the Contractor within thirty (30) calendar days from its submission if the agreement is not accepted.

(c) The Contractor as a Mentor under the Program agrees to fulfill the terms of its agreement(s) with the Protege firm(s).

(d) If the Contractor or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement, the Contractor shall promptly give notice of the suspension or debarment to the Office of Small and Disadvantaged Business Utilization and the contracting officer.

(e) Costs incurred by the Contractor in fulfilling their agreement(s) with the Protege firm(s) are not reimbursable on a direct basis under this contract.

(f) In an attachment to Standard Form 294, Subcontracts Report for Individual Contracts, the Contractor shall report on the progress made under their Mentor-Protege agreement(s), providing:

(1) The number of agreements in effect; and

(2) The progress in achieving the developmental assistance objectives under each agreement, including whether the objectives of the agreement have been met, problem areas encountered, and any other appropriate information.

#### **H.7 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)**

(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 further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for 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, unless otherwise authorized by the Contracting Officer.

#### **H.8 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.9 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.10 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.11 DATA SECURITY--FIFRA AND/OR TSCA CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-72) (APR 1984) DEVIATION**

The Contractor shall handle Federal Insecticide Fungicide Rodenticide Act (FIFRA) and/or Toxic Substances Control Act (TSCA) confidential business information in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," and the provisions set forth below.

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor shall protect the confidential business information and confidential business information 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 manual entitled "Contractor Requirements for the Control and Security of TSCA Confidential Business Information." The manual may be obtained from the Director, Information Management Division, Office of Toxic Substances, Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, D. C. 20460.

(2) The Contractor shall, upon request by the Contracting Officer, 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, EPA's Program Support Division of the Office of Pesticide Programs, EPA's Information Management Division of the Office of Toxic Substances, or by the Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA/TSCA "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 confidential business information 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 confidential business information obtained by EPA under FIFRA and/or TSCA may not be disclosed except as authorized by the Act(s), 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)] and/or TSCA [15 U.S.C. 2613(d)]. For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those disclosures 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 confidential business information to the subcontractor.

(e) The Contractor shall return all documents, logs, and employee confidentiality agreements to EPA at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, 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.

**H.12 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.13 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.14 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

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

Program Manager  
Professional Level 4s

(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.15 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.16 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 seven (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 seven (7) 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.17 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.18 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (EP-S 00-02) (SEP 2000)  
DEVIATION**

The Task-Order and Delivery-Order Ombudsman for this contract is:

Name: Susan L. Moroni  
 Address: 1200 Pennsylvania Avenue, N.W. 3801R  
Washington, D.C. 20460  
 Telephone Number: (202) 564-4321  
 Facsimile Number: (202) 565-2473  
 E-Mail Address: moroni.susan@epa.gov

**H.19 EPA SPONSORED MEETING, WORKSHOPS, AND CONFERENCES (LOCAL LW-31-15) (DEC 2001)**

If this contract requires contractor support for any EPA-sponsored meetings, workshops, conferences, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. The EPA Project Officer or Work Assignment Manager will determine and advise the contractor when Federal facilities are not available.

Except for contractors, experts, consultants, or subcontractors or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc., for other participants or attendees shall not be allowable costs under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

The cost of beverages, food, refreshments, etc., consumed by participants or attendees at the workshops, meetings, or conferences shall not be an allowable charge under this contract (i.e., refreshments versus per diem or subsistence costs).

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

**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
52.203-13	DEC 2008	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
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
52.204-10	SEP 2007	REPORTING SUBCONTRACT AWARDS
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	MAR 2009	AUDIT AND RECORDS--NEGOTIATION
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
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

52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
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 (SEP 2006)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2008	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)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-17	OCT 2008	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
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)
52.244-2	JUN 2007	SUBCONTRACTS (JUNE 2007) ALTERNATE I (JUN 2007)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	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 ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through date of award + one (1) year.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of TBD;

(2) Any order for a combination of items in excess of TBD;

(3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in

subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation ), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 beyond the expiration date of the contract.

#### **I.6 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract expiration date.

#### **I.7 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (MAR**

**2009)**

(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. Such a concern is ``not dominant in its field of operation'' when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(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 date specified in the contract for exercising 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/sizestandardstotics/>.

(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 that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause 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.8 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.9 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.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) (OCT 2009) DEVIATION**

(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) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note), the contract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111- 5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers 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.

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

(v) 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));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

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

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is 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 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/>

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[ Insert one or more Internet addresses ]

**I.13 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	STATEMENT OF WORK
2	SAMPLE TASK ORDER
3	TECHNICAL PROPOSAL INSTRUCTIONS
4	COST/PRICE INSTRUCTIONS
5	CLIENT AUTHORIZATION LETTER
6	PAST PERFORMANCE QUESTIONNAIRE

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

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

**K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (FEB 2009)  
DEVIATION**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **541611**.

(2) The small business size standard is **\$7.0 million**.

(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 (d) 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 (d) 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 (d) applies.

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

(c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination.

This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal

Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

----- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

- (A) Basic.
- (B) Alternate I.
- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.
- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
- (ix) 52.227-6, Royalty Information.
- (A) Basic.
- (B) Alternate I.
- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) 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 that apply to this solicitation as indicated in paragraph (c) of this provision 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>
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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 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE-- ADVISORY AND ASSISTANCE SERVICES (FAR 52.209-8) (NOV 1991)**

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the certificate described in paragraph (c) of this provision.

(c) The certificate must contain the following:

(1) Name of the agency and the number of the solicitation in question.

(2) The name, address, telephone number, and federal taxpayer identification number of the apparent successful offeror.

(3) A description of the nature of the services rendered by or to be rendered on the instant contract.

(4) The name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the certification, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable.

(5) A statement that the person who signs the certificate has made inquiry and that, to the best of his or her knowledge and belief, no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract, or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated in writing to the Contracting Officer or his or her representatives.

(6) The signature, name, employer's name, address, and telephone number of the person who signed the certificate.

(d) Failure of the offeror to provide the required certification may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

**K.3 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that--

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or  
(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.4 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:

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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.5 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.6 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.7 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

**L.2 SUBMISSION OF PLANS**

The following plans will be evaluated in accordance with the Section M clause entitled, "Evaluation of Plans."

## A. Quality Management Plan

The required contents of the offeror's proposed Quality Management Plan are described in the Section E clause 52.246-11 entitled, "Higher-Level Contract Quality Requirement (Government Specification)." For more information, please see the following link:  
<http://www.epa.gov/quality/qmps.html>

B. Small Business Subcontracting Plan

In accordance with solicitation provision FAR 52.219-9, Alternate II, offerors shall submit a Small Business Subcontracting Plan with their initial offer.

**L.3 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.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION**

The Government contemplates award of up to three (3) Indefinite Delivery/Indefinite Quantity contract(s) with Cost-Plus-Fixed-Fee Task Orders issued resulting from this solicitation.

**L.5 MULTIPLE AWARDS FOR ADVISORY AND ASSISTANCE SERVICES (FAR 52.216-28) (OCT 1995)**

The Government intends to award multiple contracts for the same or similar advisory and assistance services to two or more sources under this solicitation unless the Government determines, after evaluation of offers, that only one offeror is capable of providing the services at the level of quality required.

**L.6 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:

Bradley R. Austin

Hand-Carried Address:

Environmental Protection Agency  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20004

Mailing Address:

Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460

(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.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/>

**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 (EP 52.212-170) (AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of April 26, 2010 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 **\$250,000**. 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 **three (3)** contracts and

subcontracts completed in the last five (5) 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 **15** 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:

<u>Period</u>	<u>Other Direct Costs</u>
Base Period	\$375,452
Option Period 1	\$390,470
Option Period 2	\$406,088
Option Period 3	\$422,332
Option Period 4	\$439,226

**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 OSDDBU 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: \_\_\_\_\_

(b) 8(a) Program: Not Applicable

**L.17 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.18 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.19 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (AUG 2004)**

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bids/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bids/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and

disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility at another location in S.W. Washington, DC, and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building (Room 61107), 1300 Pennsylvania Ave, N.W., Washington, D.C. The Bid and Proposal Room hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mail room in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, overnight delivery service packages are NOT regularly delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Address Instructions:

For US MAIL:

Environmental Protection Agency  
 BID and PROPOSAL ROOM, Mail Code 3802R  
 Ariel Rios Building  
 1200 Pennsylvania Avenue, N.W.  
 Washington, D.C. 20460

Specified Date and Time for Receipt of Bids/Proposals:

Date      Time

Solicitation Number:

Offeror's Name and Address:

For Other Than US MAIL

U.S. Environmental Protection Agency  
 Office of Acquisition Management  
 BID and PROPOSAL ROOM, Mail Code 3802R  
 Ronald Reagan Building, 6th Floor, Room 61107

1300 Pennsylvania, Avenue, N.W.  
Washington, D.C. 20004

Specified Date and Time for Receipt of Bids/Proposals:

Date \_\_\_\_\_ Time

Solicitation Number:

Offeror's Name and Address:

**SECTION M - EVALUATION FACTORS FOR AWARD**

**M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

**M.2 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.3 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:

The technical proposals will be evaluated using the rating scheme below. Each value, except zero, represents 20% of the maximum rating that may be received. For example, a value of 0=0%; 1=20%; 2=40%; 3=60%; 4=80%; and 5=100%, of the total point allocated for each factor.

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

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

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

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

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

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

#### **EVALUATION FACTORS FOR AWARD**

The Government will make award to the responsible offeror whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered.

#### **I. Technical Evaluation**

Each offeror's proposal (including the prime, subcontractor and consultants) will be technically evaluated in accordance with the technical criteria listed below:

**1. Technical Approach (35 points)**

a. Sample Task Order **(25 points)**

The technical approach submitted by offerors in response to the Sample Task Order, Attachment 2 of this solicitation, will be evaluated on the soundness of the technical approach to include an understanding and framing of the issues, the ability to connect across the three (3) work areas and six (6) subject matter areas listed in the Statement of Work, the adequacy of project staffing plan and degree to which the proposed schedule is realistic and comprehensive. The task order will also be evaluated on the realism of the labor breakdown for the proposed methodology.

b. Corporate Technical Approach **(10 points)**

Offerors will be evaluated on the extent to which their firm demonstrates and implements a comprehensive technical approach to resolving the challenges associated with growth and development in a sustainable way.

**2. Past Performance (30 points)**

The Government will evaluate the merits of each Offeror's past performance in the following areas:

- a. Innovative work in one (1) or more of the three (3) work areas and six (6) subject matter areas. Offerors shall be limited to 10 examples of work in which the offeror completed a significant portion of the work. **(20 points)**
- b. Contribution to measurable change in growth and development patterns. **(10 points)**

The Government may obtain past performance information from the references indicated in the offeror's proposal, from other customers known to the Government, and from any other applicable sources having useful and relevant information. Past performance will be evaluated based on consideration of all relevant facts and circumstances.

**3. Personnel (20 points)**

- a. Offerors will be evaluated on the degree to which key personnel are involved in the framing of smart growth and related issues as well as in generating innovative solutions leading to implementation of smart growth. Key personnel will also be evaluated for demonstrated experience, educational background, expertise and availability of the personnel who will work on any resulting contract. **(15 Points)**
- b. Offerors will be evaluated on their capability to provide a team of technical staff, beyond key personnel, that provide the areas of expertise and time availabilities necessary for requirements under the Statement of Work. **(5 Points)**

**4. Management Approach (15 points)**

The management approach shall clearly describe the flow of task orders through firm to project staff and through prime to subcontractors. The approach shall include processes used in identifying appropriate staff or existing subcontractors, as well as securing new expertise when needed.

**M.4 EVALUATION OF PLANS**

The Quality Management Plan required by this solicitation will be evaluated as acceptable or unacceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that is ultimately unacceptable after the completion of negotiations will not be eligible for a contract award.

The Small Business Subcontracting Plan required by this solicitation will be evaluated as acceptable or unacceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that is ultimately unacceptable after the completion of negotiations will not be eligible for a contract award.

ATTACHMENT 1

STATEMENT OF WORK

**STATEMENT OF WORK:**

**ENVIRONMENTAL INNOVATIONS: SUSTAINABLE APPROACHES TO DEVELOPMENT**

**ENVIRONMENTAL INNOVATIONS: SUSTAINABLE APPROACHES TO DEVELOPMENT**

The Office of Policy, Economics and Innovation (OPEI) is the primary policy arm of the EPA. OPEI provides critical analysis and management support in three broad areas: regulatory management, economic analyses and innovative approaches. Within OPEI is the Office of Cross Media Programs (OCMP). This office is responsible for building and fostering systems and approaches that promote improved environmental performance by business and by communities. OCMP conducts programs and develops policies, strategies and tools in several areas including, industrial sectors, small businesses, recognition of top environmental performers, and the environmental impacts of development policy and practice. These efforts are designed to motivate communities and facilities to function in an environmentally preferable manner. Located in OCMP, the Development, Community and Environment Division (DCED) is home to EPA's Smart Growth program. EPA's Green Building Program, also located in OCMP, is closely aligned to EPA's Smart Growth efforts. DCED works with states and communities to find ways to grow more sustainably in a way that minimizes environmental and health impacts. Smart growth development approaches have clear environmental benefits, including improved air and water quality, increased wetlands preservation, more clean-up and re-use of brownfield sites, and increased preservation of open spaces. Green building development approaches also have clear environmental benefits, including improved energy efficiency, improved indoor air quality, and reduced consumption of and waste associated with materials used in construction. To achieve its goal of more communities implementing sustainable approaches to development, DCED:

- Provides tools and technical assistance to help states and communities build capacity to make smart growth and green building happen.
- Works with sector, community, and government leaders to raise awareness of the relationship between development decisions and their impact on environmental quality (including air, water, and climate effects).
- Identifies, researches, and develops new policy initiatives to improve environmental quality by supporting smart growth and green building.
- Engages the architecture, transportation, construction, residential and commercial real estate, mortgage lending, and insurance industries to identify and remove barriers to smart growth, green building and related environmental activities.
- Facilitates cooperation and communication between various smart growth stakeholders, including participation in the Smart Growth

Network, a partnership program that develops and distributes information on smart growth policies, issues and tools.

- Evaluates the environmental consequences of various patterns of and community and industry strategies for development.
- Coordinates the EPA programs working on green building related issues, and provides leadership in the development of green building standards.

The purpose of the contract(s) is to provide DCED with technical support in the areas of a) Research and Policy Analysis, b) Technical Assistance, and c) Communications and Outreach, all of which are related to:

the impacts of current development patterns,  
alternative forms of development,  
the policy and regulatory framework that supports or hinders smart growth,  
the development of mechanisms that encourage smart growth, green building, and related environmental practices,  
improved management of community resources and growth, and green building standards, practices, and products.

For this statement of work the term "development" means the current and future built environment which includes but is not limited to: residential, commercial, civic, industrial, and multi-use projects, as well as existing projects, new projects, redevelopment and changes in uses.

The Contractor(s) will need to be familiar with a range of legislation, rules, regulations, codes and ordinances in order to successfully conduct work under this contract. At the federal level this includes but is not limited to:

- The National Environmental Policy Act (NEPA)
- Clean Water Act (CWA) and critical components such as the National Pollutant Discharge Elimination System
- Clean Air Act (CAA) and critical components such as the National Ambient Air Quality Standards (NAAQS) and Transportation Conformity rules
- Previous Federal Highway Trust Fund reauthorization acts (ISTEA, TEA-21 SAFETEA\_LU) and critical implementation mechanisms such as

the State and Metropolitan Planning rules and FTA New Starts Program

- Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA/Superfund)
- Small Business Regulatory Enforcement Fairness Act (SBREFA)
- Federal Housing Act (FHA)
- Resource Conservation Recovery Act (RCRA)
- Safe Drinking Water Act (SDWA)
- Toxic Substances Control Act (TSCA)
- Endangered Species Act (ESA)
- Pollution Prevention Act (PPA)

At the state and local level key areas include: enabling legislation for planning and zoning, zoning laws, building codes and ordinances, housing and urban development programs (e.g., state brownfields initiatives). Additionally, familiarity with emerging state and local, laws or agreements related to reducing greenhouse gas emissions will also be important. Finally, familiarity with other state and local statutes with a direct or indirect bearing on development, infrastructure, transportation, and planning will be a key area of expertise needed for the contract(s).

#### **Identification of Contractor Employees**

In all contact with the public and Government officials, contractor personnel shall identify themselves as contractor employees working under contract to the EPA. Contractor identification badges/visitor badges shall be prominently displayed at all times and shall be clearly visible in all public settings. The contractor shall submit all analyses, options, recommendations, reports, and training materials required under this contract in draft for critical review by the Contracting Officer or the Contracting Officer's Representative. The Government will make all final regulatory, policy and interpretive decisions resulting from the contractor-provided technical support under this contract and make the final decision on all contractor provided recommendations. The contractor shall not publish or otherwise release, distribute or disclose any work product generated under this contract without obtaining EPA's express written prior approval. When submitting materials or reports that contain recommendations, the contractor shall:

- Explain or rank policy or action alternatives;
- Describe procedures used to arrive at recommendations;
- Summarize the substance of deliberations;
- Report any dissenting views;
- List sources relied upon;
- Detail the methods and considerations upon which the recommendations are based.

The contractor shall not provide any legal services to EPA under this contract, absent written advance approval from the EPA office of General Counsel.

## **I. BACKGROUND**

### **Smart Growth**

Current development patterns and practices have a variety of associated environmental impacts including rapid consumption of open spaces and the resulting loss of valuable riparian and ground water recharge areas, and increased reliance on auto travel which increases energy consumption, and air and water pollution. They impact local and state economies when demands for new infrastructure in outlying areas override the needs for repairs and maintenance on infrastructure in existing areas. They impact public health as evidenced in increased rates of childhood asthma and obesity, and declining opportunities for physical activity through walking or biking. Additionally, the pattern of abandoning existing areas of our communities has environmental implications associated with brownfields and impervious ground cover. Federal, state, and local policies as well as private sector decisions each play a role in determining development patterns and practices.

EPA uses the term "smart growth" to describe its range of policy, planning, and design alternatives to conventional development. DCED helped create the Smart Growth Network -- a diverse group of partners including developers, business and industrial groups, citizen activists, financiers, and government officials and others involved in development and environmental protection -- more than a decade ago. DCED continues to work with these Network partners to demonstrate the effectiveness of collaboration, educate the public, develop analytical and policy tools, and encourage environmentally-friendly development that yields improved environmental outcomes for the entire community.

Smart growth links the location, design, and quality of the built environment to environmental, natural resource, economic and quality of life concerns. Smart growth is using land efficiently. It is development that integrates development types such as housing, office, retail, and other commercial uses at a pedestrian scale. It minimizes environmental impacts by consuming less land and reducing impervious surfaces and vehicle travel. It offers transportation and housing choices. It cleans up and redevelops brownfields and other abandoned and under utilized properties. Smart growth communities reduce emissions of greenhouse gases that result from heating and cooling of buildings, and their transportation related emissions. The goal of smart growth is to build communities that offer a high quality of life for their citizens while protecting natural features and important ecological functions, making better use of limited fiscal and natural resources, promoting human health, mitigating the effects of development on the climate, and encouraging economic efficiency.

In June 2009, EPA joined forces with the US Department of Transportation and US Housing and Urban Development in a Partnership for Sustainable Communities. This partnership will embark upon efforts as outlined in its Partnership Agreement, to support more growth and development that conforms to the Livability Principles upon which all three federal agencies have agreed. Learn more about the Partnership at <http://www.epa.gov/smartgrowth/2009-0616-epahuddot.htm>.

## **Green Building**

DCED collaborates closely with EPA green building programs and supports EPA's goal of facilitating the mainstream adoption of effective green building practices. An outline of EPA's green building strategy is below.

Despite the rapidly growing interest in green building, there is no widely accepted definition of what this term really means. Nor are there widely accepted standards for measuring, verifying and evaluating green building products and practices. As a science-based agency, EPA has the expertise and credibility to help fill these gaps. EPA's green building strategy commits EPA to strengthening the scientific, technical, economic and institutional foundations of green building. This includes working with other organizations and interested stakeholders to continually advance green building standards and metrics. Recognizing that much of the green building progress, to date, has been built upon breakthroughs in technology, practice, or understanding, EPA also will enhance the Agency's support

for green building research and development. This research is needed to ensure green building product quality and reliability, advance knowledge of environmental and health issues associated with buildings, and increase understanding of the economic costs and benefits of green building. EPA will support research through our own programs and laboratories and through collaboration with other academic, governmental and research organizations.

As the nation's leading environmental agency, EPA has a unique platform for communicating with the public, other government agencies, and key stakeholders. EPA will increasingly use that platform to help raise awareness about the environmental impacts and opportunities associated with buildings, so that consumers and other organizations can make better informed decisions when purchasing building-related products or services. Recognizing that most of the attention to green building, to date, has focused on new commercial and public buildings, EPA will increase its focus on untapped opportunities for greening existing buildings and homes, which comprise the majority of the U.S. building market. In particular, the Agency will focus on providing green building information and opportunities to homeowners seeking to upgrade or renovate their homes, or otherwise improve their energy efficiency. While surveys suggest that many people would like to reduce the environmental impacts of their homes, many either do not know where to start or are overwhelmed by the breadth of information available. One way in which EPA will raise awareness is by continuing to advance the greening of our own facilities.

The *EPA Green Building Strategy* addresses a major sector of the economy that presents significant opportunities for improving environmental and public health protection. By working with others who share EPA's interests and by strategically coordinating the Agency's own building-related programs, EPA will play an important role in bringing about the widespread adoption of effective, high-performance green buildings for the benefit of this and future generations.

## **II. WORK AREAS**

The Contractor(s) shall provide technical support in the following areas: a) Research and Policy Analysis, b) Technical Assistance, and c) Communication and Outreach. All policy options or recommendations developed by the Contractor shall be subject to Agency review and approval. The Agency will have the final determination regarding any recommendations developed by the Contractor(s).

### **II. A. RESEARCH AND POLICY ANALYSIS**

The research and policy analysis needs of EPA fall generally into the following two subcategories, which are described in detail below: 1) Qualitative Research, Quantitative Analysis, Modeling, and Database Management, and 2) Development and Analysis of Policy Options.

#### **II.A.1. Qualitative Research, Quantitative Analysis, Modeling, and Database Management**

The Contractor(s) shall conduct research/analysis, collect and present data, regarding the substantive topics described in "*Section III, Subject Areas of Research, Data Gathering, Analysis, Communications and Outreach, and Technical Assistance.*" Briefly, this includes but is not limited to the following activities:

- Gathering and presenting data
- Gathering qualitative information on best practices
- Quantitative analysis and modeling
- Spatial analysis using Geographic Information Systems (GIS).
- Survey research (consistent with OMB guidelines)
- Building and managing databases

a) The Contractor(s) shall collect both qualitative information (e.g. best practices case studies) and data related to the topic areas identified under Section III of this Statement of Work. Examples include but are not limited to:

- Successful, alternatives to low-density, auto dependent, single-use, greenfield development that improve environmental performance of communities. This includes more sustainable community-based environmental practices by the public and private sectors;

- Development and transportation planning programs that engage a broad base of stakeholders and achieve truly integrated approaches to planning;
- Innovative financing and development of smart growth communities, including transit-oriented, mixed-use projects built to green building standards;
- Programs and policies that address the development, infrastructure, and transportation sectors' impact on air and water quality at the regional, airshed, and watershed levels;
- Policies, programs, projects that improve health outcomes for residents from a variety of demographic backgrounds;
- Innovative community engagement and input;
- Open space, working lands and habitat restoration and preservation;
- Coastal development in the face of rising sea levels caused by climate change;
- Green products and materials data;
- Market share data on green buildings and green products;
- Programs and policies designed to incentivize green building; and
- Other examples of successful and unsuccessful policies, programs and projects.

b) Quantitative Analysis and Modeling. The Contractor(s) shall use tools and techniques which are commonly accepted in the fields of data analysis, econometrics and statistics to perform analyses related to the topics listed in *Section III, "Subject Matter Expertise Needed for Work Areas."* Examples of potential topics of such data analysis and modeling include, but are not limited to, discerning the relationships between different forms of development (e.g., conventional suburban development or infill), different construction practices (LEED-certifiable or conventional), and corresponding infrastructure or transportation systems, and the different outcomes associated with those options (e.g., a particular indicator of environmental, fiscal, or economic impacts). Modeling shall also be used in some cases to support projects listed below, under *II.A.2. Development and Analysis of Policy Options.*

Data shall be derived from the housing, commercial, industrial, real estate market, transportation, environmental, and other sectors, from public or private sources. The copyright or proprietary nature of such data shall be adhered to at all times. The contract may require the use of the following tools and techniques:

- Development of simple *spreadsheet based analytical tools*. (may include programming of macros in Microsoft Excel)
- *Economic analysis*: decision analysis, revealed preference and contingent valuation techniques;
- *Real estate analysis*: market studies, hedonic price/property value models financial investment models and pro forma analysis.
- *Fiscal analysis*: local government fiscal impact models, capital project cost estimation, revenue forecasting, financial analysis for public revenue or general obligation bonds;
- Other *multivariate statistical analysis*: nested choice models, cluster analysis, factor analysis, or other
- *Environmental impact modeling*: evaluating the impact of development on specific indicators of environmental quality, such as air quality, water quality, emissions, climate protection, loss of open space, habitat fragmentation, etc.;
- *Health impact models*: evaluating the impact of development on indicators of public and community health, including asthma, obesity, cardio-respiratory incidents, etc.;
- *Cost benefit or cost effectiveness analysis* of government laws, rules, regulations and programs, including brownfields cleanup and redevelopment; and
- *Payback period analysis* for investments in green building components (products and techniques), green infrastructure systems, and/or other sustainable approaches to development and construction.

c) Spatial Analysis/Geographic Information Systems (GIS). The Contractor(s) shall use GIS either to provide spatial statistics/variables for analyses described above, use other techniques unique to spatial analysis (overlays, area/distance/network calculations, etc.), or create maps summarizing critical information (e.g. developable parcels in a station area, location of critical natural resources, etc.). The Contractor(s) shall obtain available sources of demographic, socio-economic, environmental, health, business/industry sector, and real estate data, and code/map it via GIS (if necessary) at the county, city, census tract and block levels of resolution to show impacts of prevailing and alternative patterns of development and planning on communities. The Contractor(s) shall create GIS models or maps in such a way that data and/or outputs may be aggregated or disaggregated, and may be presented on a sector-specific basis (e.g., housing data separate from industry data).

d) Surveys. The Contractor(s) shall provide capacity to carry out surveys. This includes planning, designing, conducting, analyzing and

presenting the results of surveys, and assisting DCED, and other offices and regions in EPA, in how to design, conduct and analyze surveys.

*Note: Surveys shall be conducted consistent with the EPA Survey Management Handbook, dated May 2003.*

e) Database Management. As specified by work assignments, the Contractor(s) shall create, manage and update spreadsheets or databases relevant to substantive issues listed in *Section III, "Subject Matter Expertise Needed for Work Areas"* or to support analyses listed under "Development and Analysis of Policy Options." The Contractor(s) shall provide databases with capabilities for database linkage and easy updating, revision, and transfer of data. Such spreadsheets or databases shall be developed for wide distribution or use by DCED, OCOMP, OPEI, other EPA offices and regions, the general public, and other partners.

The Contractor(s) shall provide legends and clear labeling of tables in data analyses to fully document the data collection and analysis methodology/assumptions. As specified in the Work Assignments, deliverables (including interim products) shall be given to the government in Lotus Notes, Microsoft Excel or Quattro-Pro format (or other software compatible with the EPA's systems). The Contractor(s) shall convert database files from larger Statistical Analysis Software (SAS) or Statistical Product Service Solution (SPSS) models to a compatible format (e.g., Quattro Pro or Excel).

#### **II.A.2. Development and Analysis of Policy Options**

The Contractor(s) shall identify, develop, and evaluate statutory, policy, or program options, at the federal, state, and local levels as well as within industry sectors, companies and organizations. These options may prompt changes in the prevailing incentives for current development and infrastructure systems and/or provide disincentives or incentives for smart growth development and, green building, and related environmental practices. The Contractor(s) shall provide a final product following such analysis, such as a report, workshop, presentation, or other work product, as specified in the work assignments. The Contractor(s) shall analyze and develop policies, programs and other activities related to the subject areas listed in Section III of this statement of work. Examples of this work include but are not limited to:

- Evaluation of federal policies and identification of potential policy changes

- Evaluation of state, local, or industry policies and identification of potential policy changes
- Evaluation of the potential to incorporate development, transportation and sustainability considerations into implementation of current environmental programs
- Analysis and development of policies which could be used to support greater private-sector financing for compact, mixed-use, walkable, development including infill and/or brownfields redevelopment and green building
- Analysis of distributional impacts of current policies, and recommendations of policy changes
- Evaluation of the comparative advantages and disadvantages of housing or business location in communities with different development patterns, infrastructure choices, and construction requirements
- Evaluation of the impacts government policies have had on the structure of the construction, development, infrastructure, and transportation industries and how they operate
- Evaluation of the cost-effectiveness of green building practices
- Evaluation of the performance of green buildings and their systems.
- Barriers to green building practices.

a) Evaluation of federal policies and identification of potential policy changes. The Contractor(s) shall identify federal policies that act as incentives for current development or disincentives for more sustainable smart growth and green building development and infrastructure and related environmental practices. This may include analysis of policies in taxation, transportation, housing, construction, water quality, water supply, water-related infrastructure, energy, economic development, environmental regulation, utility regulation, or other related sectors, facilities or small businesses. The Contractor(s) shall also identify and analyze policies that would encourage development of previously developed sites, such as infill sites or brownfields. The Contractor(s) shall analyze and develop alternative policies and how they would be most effective in changing development patterns and practices to create more sustainable, healthy and protective environments. These results will then be provided to the PO for critical review, comments and approval.

b) Evaluation of state, local, or industry policies and identification of potential policy changes. The Contractor(s) shall identify state, local or industry policies, rules, regulations, codes,

ordinances, conventions or practices which act as incentives for more sustainable smart growth and green building development and infrastructure, and related environmental practices. The Contractor(s) shall analyze different options for changing policies, rules, regulations, codes, ordinances, conventions or practices to promote smart growth, green building, and related environmental activities. Such studies shall focus on one or more specific sites, cities, states, regions, or industries as directed by the PO or WAM under a specific work assignment. This type of analysis may require on-site research and work. The Contractor(s) shall also identify and analyze state, local, or industry policies, rules, regulations, codes, ordinances, conventions or practices which would discourage development of previously developed sites -- infill sites or brownfields, or green building. The Contractor(s) shall analyze and develop alternative policies and how they would be most effective in changing development patterns and practices. These results will then be provided to the PO for critical review, comments and approval.

c) Evaluation and development of methods that recognize the benefits of more environmentally responsible development in environmental programs. An example would be giving credits to municipalities under the Clean Air Act for building compact, pedestrian-friendly mixed-use developments, built to green building standards, which tend to decrease automobile travel and increase energy efficiency. Another example would be recognizing the reductions in stormwater runoff that result from redeveloping a site that already had impervious surface, e.g., a parking lot being redeveloped as residences, and representing those benefits in the form of supportive policy allowances.

d) Analysis and development of policies that could be used to support greater private-sector financing for compact, mixed-use, walkable, development, built to green building standards, including infill and/or brownfields redevelopment. The Contractor(s) shall evaluate the connections between public sector policies and the prevalence of private-sector financing of various forms of development, such as brownfields or infill. The Contractor(s) shall identify policy options to support smart growth and green building development options.

e) Analysis of distributional impacts of current policies, and recommendations of policy changes. The Contractor(s) shall evaluate distributional impacts of different forms of development. This analysis may involve estimates of income effects and willingness to pay for more sustainable smart growth and green building development and infrastructure, and related environmental practices. This requires identification of benefits such as financial, economic, fiscal, health, and environmental benefits; stakeholders; distributional impacts across demographic groups (such as the elderly and young); and geographic

entities, as well as an assessment of the permanency and magnitude of development impacts.

f) Evaluation of the comparative advantages and disadvantages of housing or business location in communities with more sustainable smart growth and green building development and infrastructure, and related environmental practices. The Contractor(s) shall quantify economics associated with location in more and less densely populated areas, areas with differing development patterns, and areas with different infrastructure systems. The Contractor(s) shall include factors related to population density and the provision of government and utility services (e.g., energy, telecommunications, water infrastructure), as well as access to commercial markets.

g) Evaluations of the impact government policies have had on the structure of the construction, development, infrastructure, and transportation industries and how they operate. The Contractor(s) shall evaluate how current and past government policies have affected the structure of the construction, development, finance, infrastructure, and transportation industries. The Contractor(s) shall assess how this structure affects growth patterns, community sustainability and the environmental, health, economic and fiscal impacts of the development and its associated transportation and infrastructure systems. The Contractor(s) shall develop policy options to encourage the creation of industry structures or best practices to promote more sustainable smart growth and green building development and infrastructure, and related environmental practices.

h) Evaluation of the cost-effectiveness of green building practices. The Contractor(s) shall evaluate green building practices and analyze at what rate any additional costs in products, building techniques, or permitting are recouped through higher building value or energy and/or water savings. The Contractor(s) shall assess the economic impact of green buildings in terms of reduced environmental damage, inhabitant or worker productivity, and other factors.

i) Evaluation of the performance of green buildings and their systems. The Contractor(s) shall assess the performance of green buildings and green building features. The assessment shall include a recommendation as to whether the performance of green buildings and their features are meeting expectations, identify any unforeseen problems or benefits, gauge the level of occupant satisfaction and health, and include recommendations for improvement. The assessment shall include comparisons of green building practices and types using national and international examples.

j) The Contractor(s) shall also identify barriers to greater penetration of green products in the marketplace and suggest a means to overcome those barriers. In addition, the Contractor(s) shall identify barriers to green building practices and a means to overcome those barriers. The Contractor(s) shall identify barriers, challenges and solutions in third party green building standards

**II. B. TECHNICAL ASSISTANCE**

The Contractor(s) shall assist DCED staff in supporting technical assistance programs or projects sponsored by key partners (EPA program and regional offices, local and state government, industry trade groups and non-profit organizations). Technical assistance efforts will include any effort to build capacity in a local, regional or state entity to implement strategies related to construction, development, infrastructure (water, sewer, utilities, and transportation networks), and planning issues that result in improved environmental, health, economic, fiscal and social impacts. Technical assistance also supports DCED's ability to more fully explore and understand the implications of various design and policy options in the real world. The activities conducted under this task include but are not limited to:

- Developing and offering options for strengthening leadership practices among target audience;
- Providing technical and administrative support for all meetings and events (see *II.C.5. Events*, below);
- Developing materials in preparation for technical assistance efforts, including but not limited to modeling outcomes of different development approaches, completing market or economic analyses, or developing model code language for discussion;
- Providing assistance with community engagement; community design assistance (including charrettes, visioning exercises, and visual preference surveys), and policy development for community discussion;
- Providing financial, environmental, fiscal, health and economic analyses to assist with evaluation or implementation of options generated by technical assistance efforts.

All work will be done in close coordination with and subject to approval by WAM and/or PO.

## II. C. COMMUNICATION AND OUTREACH

As directed by EPA, the Contractor(s) shall create outreach materials and information related to construction, development, transportation, infrastructure, and planning issues as well as their related environmental, health, economic, fiscal and social impacts. The Contractor(s) shall communicate and disseminate this information across EPA and to state and local governments, tribes, the public, industry, local or national environmental groups, small businesses, and other organizations. Communication efforts may include, but are not limited to:

- Publications
- Reports
- Multimedia Presentations (including print, video and audio formats)
- Web development support
- Events
- Outreach

**Publications:** The Contractor(s) shall prepare drafts and then a print ready copy of the document in the required format, for publication in the Federal Register, professional journals, trade press, and/or online as a web page according to the PO and/or the WAM's documented technical direction. The Contractor(s) shall coordinate with the National Technical Information Service (NTIS) and other identified entities as appropriate to make documents available to the public (includes copying materials to go to NTIS if needed, keeping track of documents, and delivering materials to NTIS and others). When provided a mailing list by the PO and/or the WAM, the Contractor(s) shall distribute the specified materials to the recipients listed. The Contractor(s) shall develop or expand mailing lists as requested by the WAM and PO. Forms of output include, but are not limited to, guidance documents, primers, reports, technical manuals, outreach pamphlets, brochures, and fact sheets. All materials generated by the Contractor(s) for distribution or publication must be reviewed and approved in writing by the Agency prior to publication or distribution. The Contractor(s) shall also provide EPA with logistics support for conducting peer review of documents in accordance with EPA Peer Review Policy.

**Reports:** The Contractor(s) shall provide EPA with various research, evaluation and analytical reports; option papers, recommendations, and proposals; minutes, summaries, and findings from meetings; internet and electronic data base and information inventories.

Multimedia Presentations: The Contractor(s) shall provide video, audio, and computer-based production and editing for the communication of ideas, studies, analysis developed under other parts of this contract, or from other sources of EPA work, in a variety of formats. The specific format and deliverables will be specified in the work assignments.

Web Development Support: The Contractor(s) shall provide web services both on a project-specific basis and to effectively communicate smart growth and green building policies, programs and projects on a broad scale to states, local governments, industry, relevant stakeholders, interested parties and groups, and the general public. These web services shall include, but are not limited to:

- Maintain existing web sites and databases, including the design, testing, and implementation of enhancements, adding new modules, and fixing bugs in a short timeframe.
- Design and test new web sites and databases to support smart growth and related environmental activities. Designs will be tested and optimized for different browser conditions and operating environments.
- Assess the functionality of existing green building, smart growth and policy development websites to determine needed improvements and upgrades.
- Ensure that all web work is in compliance with Agency and Government-wide web policies and requirements.
- Develop and implement webinars, webcasts, and podcasts, or other similar services.

Events: The Contractor(s) shall provide technical and administrative support for informational and training events about innovation both within the Agency and including others. Events include meetings, conferences, workshops, focus groups, public hearings, and other public involvement events. These events may be limited to participants from within the Agency, include EPA and other regulatory agencies, key stakeholder groups, or may be open to the general public, and may be national, regional, or local in scope.

- Technical support includes, but is not limited to, researching and preparing background information; facilitating sessions; recording sessions and preparing and analyzing minutes, summaries, and proceedings. Forms of outputs may include research and technical analysis of issues raised by affected or concerned participants. The Contractor(s) shall clearly indicate the

assumptions made, sources used and not used, and methodological choices made both conceptually and in data selection. All training material used shall be reviewed and approved in writing by EPA prior to their distribution.

- Administrative support includes, but is not limited to, preparing mailing lists, correspondence, name badges, registration packets, developing on-line secured sites, managing registration, and paying hotel bills, purchasing conference materials such as notepads and folders, producing flyers and agendas, arranging for working meals, staffing for the registration desk, distribution of EPA material to the general public at booths or other conference-sponsored format, and procuring audio-visual equipment.

Outreach: The Contractor(s) shall identify the relevant stakeholders, organizations, or constituents to involve in policy planning, conferences, workshops, or events regarding policy initiatives, as specified in a work assignment. The Contractor(s) shall provide support for marketing of products, including providing bound and electronic copies for the intended audience, and identifying relevant trade, non-profit associations and forums to disseminate EPA's publications or pamphlets. Nothing shall be distributed without prior EPA review and written approval by the WAM and/or PO.

### III. SUBJECT MATTER EXPERTISE NEEDED FOR WORK AREAS

This statement of work requires an inter-disciplinary approach to assess, develop, and evaluate issues related to development and their impacts on the environment, human health, economy, and social well-being. This may require the Contractor(s) to conduct qualitative research, quantitative analysis, modeling and database management; outreach and education; technical assistance; and development and analysis of policy options on subject areas that include, but are not limited to, the following areas:

#### Environmental Impacts

- Environmental impacts (air, water, climate, land) of various development patterns
- Environmental impacts (air, water, climate, land) of different transportation systems
- Environmental impacts (air, water, climate, land) of infrastructure alternatives (water, sewer, septic, stormwater, roads, sidewalks, etc.,)
- Environmental impacts (air, water, climate, land) of construction techniques and practices
- Environmental impacts (air, water, climate, land) of land preservation strategies
- Impact of environmental regulation and planning practices of local, regional, and state governments
- Stormwater impacts of development at the site, community, regional and watershed levels
- Energy efficiency and climate impacts of building technologies and design, community design, infrastructure, and transportation systems
- Environmentally responsible infrastructure and transportation system designs
- Strategies for climate protection and their associated requirements on building, planning, and funding for all aspects of development
- Strategies for improving water quality and their associated requirements on building, planning, and funding for all aspects of development
- Water quality and quantity impacts of development, infrastructure, and transportation options

- Strategies for improving air quality and their associated requirements on building, planning, and funding for all aspects of development
- Local, regional, and state transportation planning processes
- Community environmental performance indicators across all media associated with different development approaches.
- More sustainable, community-based environmental practices
- Development, transportation and infrastructure impacts on the preservation and restoration of habitats, streams, watersheds, forest, farmland and other green space
- Environmental impacts of changes associated with climate change and impact on development, such as rising sea levels and their implications for coastal development practices

#### **Housing and Community Design**

- Smart growth community design, including New Urban and Traditional Neighborhood Design, Mixed-use Development, Transit Oriented Development
- Conventional community design
- The impact of rural, suburban and urban design contexts on enabling policy and enforcement frameworks
- Conservation design, riparian zone protection, habitat management, stormwater infiltration strategies and/or best practices
- Site planning including the use of planned unit developments and cluster zoning
- Energy efficient design, including green building and sustainable design
- Healthy community design, including active aging and active living design
- Natural disaster and hazard planning, resiliency, recovery, and adaptation strategies
- Local planning, zoning processes, and land development regulations
- State planning and zoning enabling legislation
- Community engagement and stakeholder involvement in development planning and implementation

- Community engagement and stakeholder involvement in design and planning efforts to achieve environmental protection (e.g. land trusts, climate protection strategies, watershed protection efforts)
- Innovative local planning and zoning methods including Form-Based Codes, the Smart Code, and Sustainability Codes
- Innovative community participation programs for planning
- Housing incentives such as density bonuses, low income housing tax credits, and housing trust funds and other state local affordable housing programs
- Inclusionary zoning policies
- Community green infrastructure design, including low-impact development
- Military base closures, expansions, and redevelopments
- The impact of water quality/source water protection on site design
- Community-wide or regional environmental management planning and practices
- Urban growth boundaries and annexation policies
- School, park, and other civic use location, design and function
- Coastal and waterfront design and building
- Building codes (including green building standards) that encourage sustainable approaches to development and construction
- Zoning and planning for different housing types
- Planning for and prioritizing open space protection, including acquisition, easements, agricultural reserves, and zoning

### **Infrastructure and Transportation Systems**

- Impacts of infrastructure investments (water, sewer, utilities, and transportation networks) on development patterns, and vice versa
- Local, regional, and state infrastructure (water, sewer, utilities, and transportation networks) planning, policies, and processes
- Financing different infrastructure approaches (water, sewer, utilities, and transportation networks)

- Federal funding, policies and processes for supporting (or inhibiting improved investments in) infrastructure (water, sewer, utilities, and transportation networks).
- The impact of different development patterns on transportation outcomes and other infrastructure needs
- Optimizing transportation and infrastructure resources, through fix-it-first policies, multimodal corridor planning, location efficient housing, and improving jobs/housing balance at the community and regional scale
- Parking, community design and walkability, including alternative parking standards
- Street design, street networks, streetscape design and transportation choice, including alternative street standards
- Street and infrastructure alternatives, including "green streets" and "complete streets"
- Commercial corridor redevelopment, including streetcar system planning
- Impacts of development, design and intensity on viable transportation choice
- Community design impacts on household and government transportation spending
- Regional and state transportation planning policies and processes
- Transportation funding, policies, and processes at federal, state, and community level
- Resiliency and adaptation in infrastructure (water, sewer, utilities, and transportation networks) to changes associated with climate change
- Disaster recovery and mitigation (to natural or other large-scale incidents), including changes for infrastructure and transportation planning and funding
- Energy impacts of infrastructure (water, sewer, utilities, and transportation networks) options
- Impact of demographic trends on transportation patterns, housing preferences and business location decisions
- Impact of energy costs on transportation patterns, housing preferences and business location decisions
- Freight transportation systems design and effectiveness, including ports, overland travel, and their impacts on communities
- Transportation system design and the provision of emergency services

**Health**

- Health impacts of various community design patterns, such as transit-oriented development, conventional suburban development, and compact mixed-use infill development.
- "Healthy community" programs, including active aging and active living programs
- Development patterns and demographic changes, including aging populations, immigration patterns, and household size
- Community design and children's health
- Mental health and open space
- Building material health impacts
- Health impacts of different infrastructure and transportation alternatives
- Public health impacts of transportation and community design
- Indoor air quality
- Public health impacts of different transportation systems, including freight traffic and port expansion
- Health impact assessments

**Real Estate Finance and Development**

- Brownfield and infill development, land acquisition, clean up, design, finance, marketing, leasing and sales well as fiscal, economic and environmental impacts.
- Traditional neighborhood development design, finance, marketing, leasing and sales, as well as fiscal, economic and environmental impacts.
- Transit-oriented development design, finance, marketing, leasing and sales, as well as fiscal, economic and environmental impacts.
- Real estate finance, investment and lending markets and their impacts on alternative community designs
- Insurance and appraisal practices and impacts on development
- Real estate marketing and rating criteria and impact on development

- Private, public, or quasi-public markets for financing energy efficiency or climate protection, such as regional cap and trade programs
- Standards for certification of green building practices and materials (for new and existing construction, communities, and other applications)
- Financial or policy support for affordable housing and impacts on development
- Trends in commercial and residential tenant location decisions
- Trends in residential, office and retail development and tenancing
- Impacts of demographic trends on development industry
- Alternative financing for compact, mixed-use or infill development
- Industry standards that create disincentives/incentives for alternative community design and green building
- Innovative programs of community involvement in development planning and stakeholder involvement processes
- Development review and approval processes and their impact on development patterns and practices, including streamlining policies, innovations, and techniques
- Smart growth audits and water quality audits
- Tax, economic development, agricultural policies which impact development patterns and practices
- Financial barriers to green building
- Green building incentive programs, including rebates, tax waivers, and others

#### **Public Sector Finance / Fiscal Impacts of Development**

- Fiscal impacts (at local, regional, state and federal levels) – revenue and costs--of different development types
- Fiscal impacts (at local, regional, state and federal levels) – revenue and costs--of different approaches to infrastructure and transportation
- Fiscal impacts (at local, regional, state and federal levels) – revenue and costs--of different construction techniques and practices

- Fiscal impacts (at local, regional, state and federal levels) – revenue and costs--of different land preservation strategies
- Municipal fiscal performance measures and how they are affected by different types and patterns of development
- Fiscal impacts of different environmental outcomes from development, and their mitigation and/or reduction
- Fiscal zoning
- Federal, state and local regulatory and fiscal incentives and disincentives for smart growth and green building
- Impact of fiscal policy on development
- Municipal, regional and state economic and community development strategies that support or undermine smart growth activities and green building

ATTACHMENT 2

SAMPLE TASK ORDER

**Attachment 2****Sample Task Order: Strategy for Anytown, USA**

Title: Strategy for Anytown, USA

Estimated Period of Performance: Date of Issuance to December 31, 2011

Level of Effort Estimate: 1500 Hours

**Purpose:**

The purpose of this sample task order is to evaluate the Offeror's approach to challenges commonly faced by EPA as we seek to support local, regional, and state governments to adopt policies and approaches that lead to more sustainable growth and development. For purposes of this exercise, Offeror should include the following sections in their response:

- I. Project Description and Approach
- II. List of Proposed Activities and Timeline
- III. Proposed Staff and Qualifications
- IV. Level of Effort by Individual

**Background:**

Anytown, USA is struggling to identify opportunities on how to redirect public investments and change residents' behavior and preferences to support a more environmentally-friendly, climate-neutral approach to growth. This mid-sized town (population 50,000) suffered rampant foreclosures in the prior 18 months, and still has a back-log of bank-owned properties that is depressing property sales and values. As a result, sales tax and property tax revenues have shrunk dramatically. Furthermore, they recently received news that their major employer is considering closing shop and moving to an overseas location, which risks adding to an already high unemployment rate.

The town has form-based codes on the books already, and has had some success in locating businesses downtown (e.g. the community college recently opened up a campus downtown), but these efforts have not led to the type of development and investment that city leaders envisioned. The largest commercial centers continue to be located at the urban fringe - which is also where the newest development tends to happen -- encroaching upon active farmland and sensitive natural resource areas.

Given the small size of the city, light or heavy rail for commuters to regional job centers will not be viable for some years. The most viable transportation alternative remains expanded bus service or bike/pedestrian activity. The anticipated influx of stimulus dollars will likely be used to address needs associated with the deferred maintenance of existing road networks (potholes, bridge repair, etc.). Given that nearly all development has stalled in the face of a credit-constrained development climate, these infrastructure expenditures are unlikely to lead immediately or directly to any new growth or construction.

**Task:**

The Offeror shall develop a strategy on behalf of the city that will articulate the town's approach to development that is more environmentally-friendly and climate-neutral than a conventional approach to growth. This strategy should serve as a roadmap that would guide the actions and investments of all town departments, and would be led by town staff with minimal consultant support.

For purposes of this exercise, Offerors may assume roughly 1500 hours of effort is available to be used in any way that the Offeror deemed most effective to support their hypothetical strategy. The strategy should be developed such that the city would carry it out within a 12-24 month time frame, with demonstrable changes evident in the development context by the end of that period.

The strategy should seek to deliver answers to the following questions:

- How can the local government capitalize on the economic slow-down to better position themselves for sustainable approaches to development in the future - both in terms of public investments and residents behavior?
- What approaches are likely to be most successful within the city's existing regulatory and infrastructure framework for supporting a shift to a more sustainable approach to development?
- What other strategies, policies, or regulatory change should they consider to be more effective in achieving sustainable development?
- What regional or state policies would best support them to do so?
- What type of analysis (economic, environmental, health or other) could be done to demonstrate the benefits of this approach, as well as to attract new economic growth?

The strategy should incorporate tasks from each of the three work areas in the Statement of Work - Research/Policy Analysis, Technical Assistance, and Communications and Outreach - and demonstrate how the three efforts combine to leverage increased smart growth development and better environmental outcomes. The Offeror shall clearly articulate any assumptions about this hypothetical town and its regulatory, economic, and/or physical conditions.

ATTACHMENT 3

TECHNICAL PROPOSAL INSTRUCTIONS

**TECHNICAL PROPOSAL INSTRUCTIONS**

1. The technical proposal should be regarded as a separate or readily detachable part of the total proposed package. Offerors are urged to prepare a technical proposal, which is specific and sufficiently detailed to allow a complete evaluation of your method for satisfying the requirements set forth in the Statement of Work. Stating that the offeror understands and will comply with the Statement of Work, or using phrases such as, "standard procedures will be employed" and "well-known techniques will be used" will be deemed insufficient.
2. General Instructions: Offerors shall submit an **Original plus four (4) copies** of the technical proposal.
  - a. Technical proposals shall consist of the following sections: **(1) Technical Approach; (2) Past Performance; (3) Key Personnel; and (4) Management Approach.** Each of these sections is linked to the corresponding evaluation criterion detailed in the "Evaluation Factors for Award" provision of this RFP. The Quality Management Plan required by L.2 of this solicitation shall be included in this technical proposal.
  - b. Length - The maximum length of the technical proposals shall be limited to 45 typewritten pages (double-sided) on 8 ½" x 11" paper, using no less than 11 point font and no less than an average of 3/4" margins. Type size limits do not apply to Tables and Figures, provided they are clear and readable. The response to the Sample Task Order is included in the stated page limit. The following items are excluded from the above stated page limitation: Letters of Transmittal, cover page, table-of-contents, dividers, resumes, Quality Management Plan and Past Performance Questionnaires. Resumes are required for all key personnel. Resumes shall not exceed two (2) pages. In the event an Offeror exceeds the specified page limit for resumes the Government will remove the excess pages and they will not be evaluated. Foldout pages are considered in the total number of 8 ½" x 11" pages, even if it does not cover a full typed page. In the event an Offeror exceeds the specified page limit for the Technical Proposal Volume I, the Government will remove the excess pages from the back of the volume, and they will not be evaluated.
  - c. Charts - Offerors are encouraged to use, whenever appropriate, quantitative and graphical methods to portray facts, wherever possible, through the use of charts, lists, matrices, diagrams, tabulations, etc.
  - d. Prohibition of Cost Data - All costs or pricing details must be omitted from the technical proposal.

- e. Exceptions - 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.

3. Required Sections of the Written Proposal

a. **Technical Approach:**

- i. **Sample Task Order:** Offerors shall submit a technical approach in response to the Sample Task Order, included as Attachment 2 of this solicitation. The technical approach shall be limited to 8 pages, inclusive of all information requested below. The majority of the approach shall concentrate on Sections I and II of the Sample Task Order. In the event an Offeror exceeds the specified page limit for the Sample Task Order, the Government will remove the excess pages from the back of the section, and they will not be evaluated.

The technical approach to the Sample Task Order shall include project description and approach, proposed activities and timeline, proposed staffing plan and the proposed level of effort by individual based on the stated level of effort. Cost information shall not be included.

- ii. **Corporate Technical Approach:** The Offeror's technical approach shall address resolving the challenges associated with growth and development in a sustainable way. This may be demonstrated through: a corporate or organizational strategy that reflects an appropriate response to growth-related challenges; development of a tool, technique, or approach that reflects an innovative response to a common challenge; investment of firm resources into for-profit or non-profit development that demonstrates smart growth and/or sustainable elements; or involvement in and support of community-based efforts that help the corporation achieve its goals for sustainability. This approach shall illustrate breadth and depth in one or more of the six (6) areas of subject matter expertise listed in the Statement of Work.

- b. **Past Performance:** Offerors shall submit the information required by this solicitation under provision **L.13, PAST PERFORMANCE INFORMATION**, to include the subfactors below:

b.

- i. Innovative work in one (1) or more of the three (3) work areas and six (6) subject matter areas. Up to 10 examples of work will be evaluated in which the offeror completed a significant portion of the work; and
- ii. Contribution to measurable change in growth and development patterns. Offeror shall discuss ways in which its past efforts have led to measurable change in economic, environmental, community or other criteria. These may include the same projects discussed in section b.i. Examples may include:
  - Implementation of our policy led to \$X of savings in infrastructure spending versus the conventional approach the city would have otherwise undertaken
  - Development of our plan led to an average Vehicle Miles Traveled per day per resident of X in contrast to area averages of Y.

Offerors are encouraged to employ metrics of all types to demonstrate the ability of their work to contribute to more sustainable economic, environmental, or community outcomes.

c. **Key Personnel:**

Offerors shall demonstrate the degree to which key personnel are involved in the framing of smart growth and related issues as well as in generating innovative solutions leading to implementation of smart growth. Offerors shall demonstrate relevant experience, educational background, expertise and availability of the key personnel who will work on the resulting contract. The key personnel may be members of the prime contractor, subcontractor or consultant.

Offerors shall also demonstrate their capability to provide a team of technical staff, beyond key personnel, who provide the areas of expertise and time availabilities necessary for requirements under the Statement of Work.

d. **Management Approach:**

The management approach shall clearly describe the flow of task orders through firm to project staff and through prime to subcontractors. The approach shall include processes used in identifying appropriate staff or existing subcontractors, as well as securing new expertise when needed.

ATTACHMENT 4

COST/PRICE INSTRUCTIONS

**COST OR PRICING PROPOSAL INSTRUCTIONS**

Offerors shall submit an **Original plus two (2) copies** of the cost proposal. Cost proposals shall consist of the following sections: **(1) Cost or Pricing Information and (2) Small Business Subcontracting Plan, required by FAR 52.219-9, Alternate II, of this solicitation.**

The offeror shall prepare and submit information data and supporting attachments in a suitable format consistent with the instructions below. In addition to a hard copy of the information, offerors may submit a CD-ROM containing the financial data required, if this information is available using a commercial spreadsheet program. Submit this information using Microsoft Excel or LOTUS 1-2-3, if available. Identify which version is used. If the offeror used another spreadsheet program, indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of a CD-ROM will expedite review, failure to submit a disk will not affect consideration of the proposal.

## Cost Model

For evaluation purposes, offerors shall use **15,430** hours per year and **77,150** hours for five (5) years to develop the cost model. These hours should be allocated as demonstrated in the chart below per professional labor classification for the base year and four (4) option periods.

Labor Category	Level of Effort
P-4	6610
P-3	5960
P-2	1650
P-1	1210
Total	15,430

1. General--Submit cost or pricing information prepared in accordance with the instructions below:
  - a. Clearly identify separate cost or pricing information associated with any:

- i. Options to extend the term of the contract;
  - ii. Options for the Government to order incremental quantities; and/or
  - iii. Major tasks, if required by the special instructions.
- b. If other divisions, subsidiaries, a parent or affiliated companies will perform work, provide the name and location of such affiliate and offeror's intercompany pricing policy. Separately identify costs and supporting data for each entity proposed.
- c. The realism of costs, including personnel compensation rates (including effective hourly rates due to uncompensated overtime) will be part of the proposal evaluation. Any reductions to proposed costs or differences between proposed and known EPA/DCAA recommended rates must be fully explained. If an offeror makes a reduction which makes its offer or portions of its offer below anticipated costs, the offeror shall identify where (i.e., which elements of costs) the proposed reductions will be made. Unsubstantiated rates may result in an upward or downward adjustment of the cost proposals to reflect more realistic costs. Based on this analysis, a projected cost for the offeror will be calculated to reflect the Government's estimate of the offeror's probable costs. Any inconsistency, whether real or apparent, between the promised performance and cost or price should be explained. The burden of proof for cost credibility rests with the offeror.

## 2. Direct Labor

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

solicitation. These are approximate distribution levels and do not necessarily represent the actual levels which may be experienced during contract performance.

- b. Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how technical approach coincides with the proposed costs. If the proposed direct labor rates are based on an average of the individuals proposed to work on the contract, provide a list of the individuals proposed and the hours associated with each individual in deriving the rates. If the proposed direct labor rates are based on an average of company category rates, identify and describe the labor categories and the percentages associated with each category in deriving the rates, explaining in detail the basis for the percentages assigned.
- c. Describe for each labor category proposed, the 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.
- d. Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.
- e. 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).
- f. 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.
  - i. Individual's name;
  - ii. Annual salary and the period for which the salary is applicable;
  - iii. List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and
  - iv. 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.)
- g. Uncompensated overtime. The decision to propose uncompensated overtime is the offeror's decision. Should the offeror, however, elect to propose uncompensated overtime, the offeror must propose a methodology that is consistent with their cost accounting

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

3. Indirect costs (fringe, overhead, general, and administrative expenses)
  - a. If the rates have been recently approved, include a copy of the rate agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.
  - b. Submit supporting documentation for rates which have not been approved or audited. Indicate whether computations are based upon historical or projected data.
  - c. Provide actual pool expenses, base dollars, or hours (as applicable for the past five years). Include the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rate. Indicate the amount of unallowable costs included in the historical data.
  - d. Offerors who propose indirect rates for new or substantially reorganized cost centers should consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' indirect rates at the proposed rates.

Note to paragraph (b) (3) (iv): The Government reserves the right to adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the **Agency's** judgment of the most probable costs up to the amount of any stated ceiling.

- e. If the employees are subject to the Service Contract Act or Davis Bacon Act, employees must receive the minimum level of benefits stated in the applicable Wage Determination.
4. Other Direct Costs (ODC)

- a. If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost.
  - b. 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.
5. Team Subcontracts. When the cost of a subcontract is substantial (5 percent of the total estimated contract dollar value or \$100,000, whichever is less), the offeror shall include the following subcontractor information:
  - a. Provide details of subcontract costs in the same format as the prime contractor's costs. This detailed information may be provided separately to the EPA if the subcontractor does not wish to provide this data to the prime contractor. Cost data provided separately by a contractor must be received by the time, date and at the location specified for the receipt of proposals. The subcontractor's package should be clearly marked with the RFP number, the name of the prime offeror, and a statement that the package is subcontractor data relevant to the proposal from the prime offeror. If submitted with the prime contractor's proposal, identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate. Offerors are encouraged to provide letters of intent, signed by subcontractors, agreeing to a specified rate for life of the contract.
  - b. Describe how the prospective team subcontractors were chosen as part of the offeror's proposed team; and rationale for selection;
  - c. Describe the necessity for the subcontractor's effort as either a supplement or complement to the offeror's in-house expertise;
  - d. Identify the areas of the scope of work and the level of effort the subcontractors are anticipated to perform. Provide a reconciliation summary of the proposed hours and ODCs for the prime contractor and proposed subcontractor(s).
  - e. Describe the prime contractor's management structure and internal controls to ensure efficient and quality performance of team subcontractors.
6. Facilities Capital Cost of Money (FCCM). When an offeror elects to claim FCCM as an allowable cost, the offeror must submit Form CASB-CNF and show calculation of the proposed amount. FCCM will be an allowable cost under the contemplated contract, if the criteria for allowability at FAR 31.205-10(a)(2) are met.
7. Professional Labor Classifications

- a. Below are examples of labor classifications offerors may use as a guide in preparing their technical and cost proposals:
- i. Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title: Project Manager, Senior Statistician  
Normal Qualifications: Ph.D. Degree or equivalent; and  
Experience: 10 years or more

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

Typical Title: Project Leader, Urban Economist  
Normal Qualifications: Masters Degree or equivalent; and  
Experience: 6 years or more

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

Typical Title: Environmental Scientist, Analyst  
Normal Qualifications: B.S. Degree or equivalent; and  
Experience: 3 years or more

- iv. Level 1 - Lowest or entering classification. Works under close supervision of senior or project leader. Gathers and correlates basic data and performs routine analyses. Work assignments are less complicated and require little evaluation.

Typical Title: Junior, Associate  
Normal Qualifications: B.S. Degree or equivalent; and

Experience: 0-3 years

b. Experience/Qualifications Substitutions

- i. Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.
- ii. (2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.
- iii. (3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.
- iv. Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

ATTACHMENT 5

CLIENT AUTHORIZATION LETTER

Client Authorization Letter

**[Addressee]**

Dear **(Client's name)**:

We are currently responding to the Environmental Protection Agency RFP PR-HQ-09-10766 for the procurement entitled "Environmental Innovations: Sustainable Approaches to Development." The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. Accordingly, we are requesting that you complete the attached performance evaluation for our firm.

The EPA asks each offeror to send past performance questionnaires to its customers to complete and send to the EPA contracting officer. To evaluate us for this procurement, please copy the form onto your company's letterhead, complete and sign it, and send it so that your response is received no later than the proposal due date. Delivery options are listed below.

US Mail	Courier	Email
US Environmental Protection Agency Attn: Kelly Easterling, 1200 Pennsylvania Avenue, NW Mail Code: 3803R Washington, DC 20460	US Environmental Protection Agency Attn: Kelly Easterling, 1300 Pennsylvania Avenue, NW Mail Code: 3803R Washington, DC	easterling.kelly@epa.gov

Additionally, EPA requires offerors to inform references identified in proposals that EPA personnel may contact them about past performance information. If you are contacted by EPA personnel for information on work we have performed for your organization, you are hereby authorized to respond to the EPA's inquiries.

Your cooperation is appreciated. Please direct any questions to:

---

**(offeror's point-of-contact)**

Sincerely,

Attachment:

Past Performance Questionnaire

ATTACHMENT 6

PAST PERFORMANCE QUESTIONNAIRE

**PAST PERFORMANCE QUESTIONNAIRE**

**SOURCE SELECTION SENSITIVE INFORMATION**

Name of offeror: \_\_\_\_\_

**Contract Information**  
(supplied by offeror)

Name of Contractor: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Contract Title: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Type of Contract: \_\_\_\_\_ Period of Performance: \_\_\_\_\_

The ratings below are supplied by the contractor identified above, NOT the offeror.

Performance Elements	Unsatisfactory 0	Poor 1	Fair 2	Good 3	Excellent 4	Outstanding 5
1. Quality of Product or Service						
2. Timeliness of Performance						
3. Effectiveness of Management						
4. Initiative in Meeting Requirements						
5. Response to Technical Direction						
6. Responsiveness to Performance Problems						
7. Compliance with Cost Estimates						
8. Customer Satisfaction						
9. Overall Performance						

10. Remarks on outstanding performance:

Provide data supporting this observation; you may continue on a separate sheet if needed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Remarks on unsatisfactory performance:

Provide data supporting this observation; you may continue on a separate sheet if needed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Please identify any corporate affiliations with the offeror.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Would you do business with \_\_\_\_\_ again?  
(insert offeror's name)

14. Information provided by:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address (Street and P.O. Box): \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Time of Call: \_\_\_\_\_  
Date Information provided: \_\_\_\_\_

15. Questionnaire completed by:

Name of EPA Employee: \_\_\_\_\_

Signature of EPA Employee: \_\_\_\_\_

Title: \_\_\_\_\_

Date Questionnaire Completed: \_\_\_\_\_