


SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 		RATING N/A	PAGE OF PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-HQ-09-13464	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-09-13464
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers) Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004			CODE	8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only) 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 7 Technical, 3 Cost copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in Block 7 until 04:00 PM local time 8/23/2010
(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 JOEL RIVERA	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS rivera.joel@epa.gov
		AREA CODE 202	NUMBER 564-4382	EXT.

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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 (180 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)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS	<input type="checkbox"/> 20 CALENDAR DAYS	<input type="checkbox"/> 30 CALENDAR DAYS	<input type="checkbox"/> _____ 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) 	
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 (Signature of Contracting Officer)	28. AWARD DATE

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

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

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

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order **7,000** direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

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

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

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

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

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

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

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

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

immediately upon receipt of a work assignment.

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

Within **45** calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within **45** calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

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

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

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

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

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

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

B.4 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:

TBD _____

B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

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

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

(c) The parties agree that if the contractor's incurred costs are less than the total amount allocated to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

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

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

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

C.2 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.

<input type="checkbox"/>	<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
<hr/>				
<input type="checkbox"/>				
<hr/>				
<input type="checkbox"/>				
<hr/>				

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, project officer. 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
[]	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:	_____	<input type="checkbox"/> award of contract <input type="checkbox"/> issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, project officer. 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 **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 using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, 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 work assignment or delivery order level as follows:

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

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor 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 work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average 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 work assignment 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 **20th** 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>
1	Project Officer
1	Contracting Officer

F.3 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from **award date** through **award date + 1 year** inclusive of all required reports.

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

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

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

G.2 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 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

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

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

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

represent the net sum of current charges by cost element for the contract period.

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

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

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

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

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

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

G.3 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	TBD
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	TBD
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.4 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

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)**

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

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

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

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

(a) *Definitions.*

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

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

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

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

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

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

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

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

that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

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

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

(c) *Affirmative Requirements.*

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

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

(d) *Permitted Contractor Activities.*

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

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

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

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

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

(e) *Violations.*

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

(f) *Flowdown Provision.*

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

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

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

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

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

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

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

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

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

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

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

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, 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 (d), unless otherwise authorized by the Contracting Officer.

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

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

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

(c) Upon work assignment issuance the contractor, during the life of this contract, shall not contract with another entity for any work related to the work performed under a work assignment unless authorized in writing by the contracting officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this

clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

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

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

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

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

H.6 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.7 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.8 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

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

Period	Start Date	End Date
Base Period	date of award	date of award + 1 year
Option Period I	date of award + 1 year	date of award + 2 years
Option Period II	date of award + 2 years	date of award + 3 years
Option Period III	date of award + 3 years	date of award + 4 years
Option Period IV	date of award + 4 years	date of award + 5 years

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

Period	Hours
Base Period	7,000
Option Period I	7,000
Option Period II	7,000
Option Period III	7,000
Option Period IV	7,000

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

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

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

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

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

Period	Hours
-----	-----
Base Period	6,000
Option Period I	6,000
Option Period II	6,000

Option Period III 6,000
 Option Period IV 6,000

The Government may issue a maximum of **6** orders to increase the level of effort in multiples of **1,000** hours during any given period.

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

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

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

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

H.10 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.11 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.12 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.13 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.14 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

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

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

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

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

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

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

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

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

the clause entitled "Treatment of Confidential Business Information."

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

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

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

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

(2) The facts warrant an equitable adjustment.

H.15 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

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

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

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

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

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

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal

Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

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

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

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

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

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

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

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

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

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

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

H.16 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.17 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

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

- Program Manager
- Deputy Program Manager
- Quality Assurance Manager

(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.18 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.

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
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	SEP 2009	SMALL BUSINESS SUBCONTRACTING PLAN
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)
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
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
52.226-5	NOV 2007	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA
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
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-17	OCT 2008	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-25	OCT 2008	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS
52.233-1	JUL 2002	TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-3	AUG 1996	DISPUTES ALTERNATE I (DEC 1991)
52.233-4	OCT 2004	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-3	JAN 1991	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-1	APR 1984	CONTINUITY OF SERVICES
52.242-3	MAY 2001	NOTICE OF INTENT TO DISALLOW COSTS
52.242-4	JAN 1997	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	CERTIFICATION OF FINAL INDIRECT COSTS
52.243-2	AUG 1987	BANKRUPTCY
52.244-2	MAR 1996	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.246-25	FEB 1997	SUBCONTRACTS (JUNE 2007) ALTERNATE I (JUN 2007)
52.249-6	MAY 2004	LIMITATION OF LIABILITY--SERVICES
52.249-14	APR 1984	TERMINATION (COST-REIMBURSEMENT)
52.253-1	JAN 1991	EXCUSABLE DELAYS
		COMPUTER GENERATED FORMS

I.2 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 **30 days** of contract expiration.

I.3 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice

to the Contractor within 60 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5.5 years or 66 months** (see 52.217-8).

I.4 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (APR 2009) DEVIATION

(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/sizestandardstopics/>.

(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 **541620** assigned to contract number TBD.
[Contractor to sign and date and insert authorized signer's name and title].

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

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

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and

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

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

I.6 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.7 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (AUG 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.8 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.acquisition.gov/far/>

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
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1	PERFORMANCE WORK STATEMENT
2	MINIMUM STANDARDS FOR CONFLICT OF INTEREST PLANS
3	PAST PERFORMANCE QUESTIONNAIRE
4	CLIENT AUTHORIZATION LETTER
5	INVOICE PREPARATION INSTRUCTIONS

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 **541620**.

(2) The small business size standard is **\$7,000,000.00**.

(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).
- X** (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 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.3 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.4 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

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

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

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

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

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

(b) Provide information described below:

In addition to a hard copy of the information required herein, to expedite review of the proposal, submit a CD-ROM containing the financial data required. Submit this information using MICROSOFT EXCEL, if available. Identify which version of EXCEL was used. Offerors should include the formulas and factors used in calculating the financial data. Although submission of a disk will expedite review, failure to submit a disk will not affect consideration of the proposal.

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

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

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

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

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

(2) Direct Labor

The 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. The hours for non-professional or non-technical labor are distinct from the professional and technical hours specified in the solicitation. 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.

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

Describe for each labor category proposed, the company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.

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

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

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

Uncompensated overtime. The decision to propose uncompensated overtime is the

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

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

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

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

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

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

(4) Other Direct Costs (ODC)

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

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

If any of the cost elements identified as part of the specified other direct

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

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

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

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

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

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

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

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

(5) Facilities Capital Cost of Money (FCCM)

When an offeror elects to claim FCCM as an allowable cost, the offeror must submit Form CASB-CNF and show calculation of the proposed amount. FCCM will be an allowable cost under the contemplated contract, if the criteria for

allowability at FAR 31.205-10(a)(2) are met.

L.4 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL PROPOSALS

I. General Instructions

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

The offeror shall submit 7 copies of the technical proposal, the Quality Management Plan, the Security Plan, the Conflict of Interest Plan, the Small Business Subcontracting Plan and Conflict of Interest Disclosure Statement; and 3 copies of the cost proposal.

All submitted materials shall be prepared on standard 8.5" x 11" paper, single spaced, no less than 1" margins, with foldouts as required. If foldout pages are used, they should not exceed 11" x 17". The offeror shall utilize two-sided printing to the extent possible. Pages must be numbered consecutively. A page is defined as one side of a piece of paper. Type size shall not be less than 10 point and shall not be printed reduced in size.

II. Technical Proposal Instructions

The technical proposal shall be submitted as a separate part of the proposal package. All cost or pricing information shall be excluded from the technical proposal. The technical proposal is limited to 100 pages exclusive of the required resumes, sample reports, Quality Management Plan, Security Plan, Conflict of Interest Plan and Small Business Subcontracting Plan and Conflict of Interest Disclosure Statement. **Any pages beyond the page limitation will not be evaluated.**

A. Technical Ability

1. The offeror shall provide a discussion of its knowledge and experience with regard to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), Food Quality Protection Act (FQPA) and Pesticide Registration Improvement Act (PRIA).
2. The offeror shall submit sufficient information that demonstrates its technical ability by addressing each area of the Performance Work Statement (PWS) and shall submit sample scientific/technical reports similar to the reports required by tasks 1 to 8 in the PWS.

B. Personnel

1. For Key Personnel, the offeror shall submit resumes which include sufficient information to demonstrate the qualifications necessary to successfully perform the requirements of the PWS. Each resume shall not exceed 3 pages. Any page exceeding the maximum limit will not be evaluated. Specifically, the offeror shall demonstrate that the Key Personnel have the following capabilities:

- Knowledge, experience and training relating to exposure assessments (Agriculture Business application business technology), understanding of pesticide exposure assessment processes, and familiarity with EPA pesticide programs, policies, and regulations.
- Scientific experience in occupational exposure to pesticides (e.g., organophosphates, phenoxy herbicide, and organo chlorine compound).
- Scientific experience in the application of the principles of agronomy and chemistry.
- Experience in conducting routine and non-routine analysis, ability to conduct workshops, and seminars.

Additionally, provide examples of work similar in nature to this contract that has been performed in similar roles by the Key Personnel, the percentage of time available for this contract and the ability for the offeror to replace the Key Personnel with equally qualified personnel if the Key Personnel need to be replaced.

Specifically for the program manager, the offeror shall provide sufficient information to demonstrate the program manager's experience successfully managing projects requiring diverse professional expertise required by the PWS; successfully managing budget, deadlines, changes in program priorities and schedules; and solving communication and coordination problems.

2. The offeror shall submit a staffing plan that outlines the key and other personnel to be assigned to perform this contract to illustrate its understanding of the requirement. The information shall include present employment status and proportion of time available for this contract. If personnel are not presently employed by the company, include letters of intent or other evidence of commitment to work under this contract. Offerors shall specifically address the expertise and experience of proposed staff to perform this requirement.

C. Past Performance

The offeror shall submit the past performance information requested in the Section L clause entitled, "Past Performance Information (EPAAR 1552.215-75)

D. Management Approach

The offeror is required to submit a management structure for this contract and the relationship of its subcontractors and consultants. This section shall include a discussion of the procedures and systems in place to perform, monitor and control the work required in the PWS in addition to the ability to perform at least 10 concurrent tasks/projects that are similar in complexity, scope and size to the types of assignments in the PWS.

E. Small Disadvantaged Business Participation

The offerors shall demonstrate the extent of participation of Small Disadvantaged Business (SDB) concerns in the performance of the contract as described in the section M clause, "Small Disadvantaged Business Participation Evaluation Factor" EPAAR 1552.219-74.

F. Plans

The following plans shall be included under separate tabs:

- Quality Management Plan (see section E clause, High-Level Contract Quality Requirements)
- Security Plan (refer to the link for the FIFRA Information Security Manual:
http://www.epa.gov/oamhpod1/oppts_grp/0913464/index.htm).
- Conflict of Interest Plan (refer to solicitation attachment entitled, "Minimum Standards for Conflict of Interest Plan")
- Small Business Subcontracting Plan (refer to the section I clause of the same title)

G. Conflict of Interest Disclosure Statement

Offerors shall submit the information described in the section L provision entitled, "Disclosure Requirements for Organizational Conflicts of Interest."

L.5 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee contract

resulting from this solicitation.

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:

Christine Edwards

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.acquisition.gov/far/>

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

(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 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180)
(AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of **October 1, 2010** and that the required effort will be uniformly incurred throughout each contract period.

L.10 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 **\$500,000**. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least **three (3)** contracts and subcontracts completed in the last **three (3)** years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement

which is described in the RFP. Include the following information for each contract and subcontract listed:

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

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

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

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

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

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

to contact all of the references identified by the offeror.

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

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

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

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

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

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

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

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to

this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

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

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

L.11 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than **10** calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.12 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.13 DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)

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

(1) Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique method and procedures. Gives technical advice and counsel other professionals. Generally operates with wide latitude for unreviewed actions. (Typical Titles include: Program Manager, Quality Assurance Manager, Chemist,

Toxicologist, Biologist, Endocrinologist, Epidemiologist, and Biostatistician)

Typical Title: Program Manager

Normal Qualifications: Ph.D. Degree or equivalent; and

Experience 10 years or more

(2) Level 3 - Under general supervision of project leader, plans conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results. Makes change in methods, design or equipment where necessary. Operate with the same the latitude for unreviewed action or decision. (Typical Titles include: Deputy Program Manager, Chemist, Toxicologist, Biologist, Pathologist, Endocrinologist; Epidemiologist, and Biostatistician)

Typical Title: Deputy Project Manager

Normal Qualifications: Masters Degree or equivalent; and

Experience: 6-12 years

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

Typical Title: Environmental Scientist

Normal Qualifications: B.S. Degree or equivalent; and

Experience 4-8 years

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

Typical Title: Environmental Scientist

Normal Qualifications: B.S. Degree or equivalent; and

Experience: 0-3 years

Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling

four (6) years will be an acceptable substitute for B.S. Degree.

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

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

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>AMOUNT</u>
Other Direct Costs	Base Year	\$ 12,000.00
Other Direct Costs	Option Year I	\$ 12,100.00
Other Direct Costs	Option Year II	\$ 12,500.00
Other Direct Costs	Option Year III	\$ 12,900.00
Other Direct Costs	Option Year IV	\$ 13,000.00

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: Not Applicable

(b) 8(a) Program: Not Applicable

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

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

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

(a) The mission of the EPA is to protect human health and the environment. We expect that all Agency meetings and conferences will be staged using as many environmentally preferable measures as possible. Environmentally preferable means products or services that have a lesser or reduced effect on the environment when compared with competing products or services that serve the same purpose.

(b) As a potential meeting or conference provider for EPA, we require information about environmentally preferable features and practices your facility will have in place for the EPA event described in the solicitation.

(c) The following list is provided to assist you in identifying environmentally preferable measures and practices used by your facility. More information about EPA's Green Meetings initiative may be found on the Internet at <http://www.epa.gov/oppt/greenmeetings/>. Information about EPA voluntary partnerships may be found at <http://www.epa.gov/partners/index.htm>.

- (1) Do you have a recycling program? If so, please describe.
- (2) Do you have a linen/towel reuse option that is communicated to guests?
- (3) Do guests have easy access to public transportation or shuttle services at your facility?
- (4) Are lights and air conditioning turned off when rooms are not in use? If so, how do you ensure this?
- (5) Do you provide bulk dispensers or reusable containers for beverages, food and condiments?
- (6) Do you provide reusable serving utensils, napkins and tablecloths when food and beverages are served?
- (7) Do you have an energy efficiency program? Please describe.
- (8) Do you have a water conservation program? Please describe.
- (9) Does your facility provide guests with paperless check-in & check-out?
- (10) Does your facility use recycled or recyclable products? Please describe.
- (11) Do you source food from local growers or take into account the growing practices of farmers that provide the food? Please describe.
- (12) Do you use biobased or biodegradable products, including biobased cafeteriaware? Please describe.
- (13) Do you provide training to your employees on these green initiatives? Please describe.
- (14) What other environmental initiatives have you undertaken, including any environment-related certifications you possess, EPA voluntary partnerships in which you participate, support of a green suppliers network, or other initiatives?

Include "Green Meeting" information in your quotation so that we may consider environmental preferability in selection of our meeting venue.

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

Agency protests must be filed with the Contracting Officer in accordance

with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.20 ACCESS TO FIFRA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-130) (AUG 1993)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, Rodenticide Act (FIFRA) Confidential Business Information (CBI). The Contractor and some or all of its employees 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 EP52.235-140 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.

L.21 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (AUG 2004) DEVIATION

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: August 18, 2010 Time: 4:00 PM

Solicitation Number: PR-HQ-09-13464

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: August 18, 2010 Time: 4:00 PM

Solicitation Number: PR-HQ-09-13464

Offeror's Name and Address:

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

(a) The proposed contract requires that the contractor provide technical reviews of pesticide human exposure studies and studies related to them, e.g., field residue studies; provide technical support for registration and re-registration actions relating to occupational and residential exposure and risk assessments; provide technical support in developing or revising Standard Operating Procedures (SOPs) and Pesticide Assessment Guidelines for exposure studies; evaluate worker protection issues relating to pesticide exposure and pesticide product labeling; and provide other related technical support in the general subject areas of exposure and risk assessment and pesticides to the Health Effects Division (HED) of EPA's Office of Pesticide Programs (OPP). An offeror shall specifically disclose whether they have any business or financial relationships with the Pesticide Industry* or if they are a competitor of the Pesticide Industry* or whether they are performing any work that actually or potentially conflicts with work under this contract for EPA or other Government agencies.

*Note: As used herein, the term "Pesticide Industry" refers to firms which manufacture, import, process, distribute, or use pesticides or products that are subject to regulatory or voluntary activities under FIFRA, FQPA, PRIA, FFDCAs as well as any Executive Order or other Agency statutes.

(b) Provision K.2 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72), requires the offeror to certify whether it is or is not aware of any potential organizational conflict of interest (COI). If the offeror is aware of a conflict, then Provision L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest. Firms responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must address and identify any actual or potential organizational COI within the offeror's entire corporate organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the

disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, the contractors COI Plan shall describe the process by which the contractor will ascertain whether any actual or potential COI exist within its own company and all identified organizational relationships. The EPA contracting officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

(c) The Agency has determined that firms directly engaged in or having significant business or financial relationships with the Pesticide Industry* may have a significant actual or potential organizational conflict of interest in relation to the requirements of this solicitation. In addition, the Agency has determined that firms that provide consulting and/or technical services related to the Pesticide Industry* may present significant actual or potential COI concerns.

The contractor must disclose actual and potential organizational conflicts of interest within their entire corporate umbrella, including parent company, sister companies, affiliates, subsidiaries, as well as other interests held by the contractor.

(d) The purpose of requiring the information covered by Paragraph (b) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational COI with respect to individual offerors prior to award. The Agency recognizes that there exists a need for firms to gain the requisite experience necessary to fulfill the requirements of the proposed contract and that such experience is often gained through provision of consulting or related technical services to the Pesticide Industry*. Accordingly, the fact that a firm has worked, is working, or plans to work for the Pesticide Industry*, will not necessarily disqualify the firm from consideration for award on the basis of significant or potential COI. There is no precise formula for determining whether a firm's business or financial relationships or its past, present, or future effort performing the work required under the Performance Work Statement summarized in paragraph (a) above would result in a determination by the contracting officer that award to a particular offeror would not be in the best interest of the Government due to organizational COI concerns. Each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, neutralizing, or mitigating such conflicts. In summary, the Agency is seeking a technically qualified firm which can demonstrate that its activities and relationships will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

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) DEVIATION

(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.

Section L proposal instructions are hereby incorporated by reference into the Technical Evaluation Criteria.

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 following factors (as well as cost) will be used in evaluating proposals to select the best value to the government: Technical Ability, Personnel, Past Performance, Management Approach, and Small Disadvantaged Business Participation. Technical Ability is equal to Personnel. The remaining factors are less important than Technical Ability and Personnel and will be evaluated in descending order of importance. All evaluation factors when combined, other than cost, are significantly more important than cost. The chart below describes the adjectival ratings to be used in the evaluation of the technical proposals:

Adjectival Rating	Definition
Excellent	The proposal has exceptional merit and reflects an excellent approach which should clearly result in the superior attainment of all requirements and objectives. The proposed approach includes numerous strengths, and essentially no weaknesses, and can be expected to result in outstanding performance. The solutions proposed are considered very low risk in that they are exceptionally clear and precise, fully supported, and demonstrate a complete understanding of the requirements.
Good	The proposal demonstrates a sound approach which is expected to meet all requirements and objectives. This approach includes some strengths, and only a few minor weaknesses, which collectively can be expected to result in better than satisfactory performance. The solutions proposed are considered to reflect low risk in that they are clear and precise, supported, and demonstrate a clear understanding of the requirements.
Acceptable	The proposal demonstrates an approach which is capable of meeting all requirements and objectives. The approach may have strengths and weaknesses, however weaknesses do not outweigh strengths and the approach can be expected to result in satisfactory performance. The solutions proposed are considered to reflect moderate risk in that they are for the most part clear, precise, and supported, and demonstrate a general understanding of all the requirements.

Marginal	The proposal does not demonstrate a full understanding of all the requirements and may pose a risk that the offeror might fail to perform satisfactorily without significant government oversight or participation. Any strength that may exist in the approach is outweighed by existing weaknesses. The solutions proposed are considered to reflect high risk in that they lack clarity and precision, or are unsupported.
Unacceptable	The proposal demonstrates an approach which will very likely not be capable of meeting all requirements and objectives. This approach has significant weaknesses or contains a deficiency. The proposed approach includes numerous weaknesses, and essentially no strengths, and is not likely to result in satisfactory performance. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement.

A. Technical Ability

1. The offeror will be evaluated on its demonstrated knowledge and experience with regard to the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), Food Quality Protection Act (FQPA) and the Pesticide Registration Improvement Act (PRIA) regarding the requirements for pesticides.

2. The offeror will be evaluated on its demonstrated understanding and ability with performing each task of the PWS and preparing scientific/technical reports similar to the reports required by tasks 1 to 8 in the PWS.

B. Personnel

1. The offeror will be evaluated on its demonstrated ability to provide the key personnel listed in the section H Clause entitled, "Key Personnel" that have education and experience in evaluating exposure data for characterizing the potential human health hazard of pesticides or other toxic substances for tasks required by the PWS and as described in the section L clause entitled, "Instructions for the Preparation of Proposals." For the program manager, the offeror will be evaluated on experience successfully managing projects requiring diverse professional expertise required by the PWS; successfully managing budget, deadlines requirements, changes in program priorities and schedules; and solving communication and coordination problems for contracts.

2. The offeror will be evaluated on its ability to provide a team of scientists and technical staff who have experience and/or education in related areas of expertise (related to the performance work statement), and time availabilities required by the RFP's Estimated Labor Mix.

C. Past Performance

The offeror will be evaluated on past performance based on information provided in response to this solicitation via the responses from clients to the past performance questionnaire, information provided in the proposal, and information obtained by the government through other sources. The evaluation will focus on information that demonstrates the quality of performance relative to the size, complexity, and nature of contracts similar to this procurement. References other than those identified by the offeror on the Past Performance Questionnaire may be contacted by the government and used in the evaluation.

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

D. Management Approach

The offeror will be evaluated on its management approach based on the management structure for the contract and the relationship of its subcontractors and consultants; the relevance of the management structure compared to the existing company management structure; the procedures and systems to perform, monitor and control the work described in the PWS; the ability to perform successfully at least 10 concurrent tasks/projects that are similar in complexity, scope and size of the types of assignments described in the PWS in a timely, cost-effective, and scientifically and technically accurate manner.

E. Small Disadvantaged Business Participation

The offeror will be evaluated on its proposed participation of small disadvantaged business concerns as outlined in the Section M clause entitled SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR.

F. Evaluation of Plans

1. Quality Management Plan (QMP)

The offeror's QMP will be evaluated as acceptable or unacceptable based

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

2. Security Plan

The offeror's Security Plan will be evaluated as acceptable or unacceptable based on meeting the requirements for Security Plans identified in EPAAR 1552.235-73 Access to Federal Insecticide, Fungicide, Rodenticide Act Confidential Business Information and the Information Security Manual (http://www.epa.gov/oamhpod1/oppts_grp/0913464/index.htm). An offeror with an unacceptable plan will have until time of award to submit an acceptable plan or that offeror will be removed from consideration.

3. Conflict of Interest Plan

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

4. Small Business Subcontracting Plan

The offeror's Small Business Subcontracting Plan will be evaluated as acceptable or unacceptable based on meeting the requirements identified in the section I clause entitled, "Small Business Subcontracting Plan." An offeror with an unacceptable plan will have until time of award to submit an acceptable plan or that offeror will be removed from consideration.

G. Conflict of Interest Disclosure Statement

The offeror's Disclosure Statement will be evaluated as acceptable or unacceptable based on the information submitted as required by the section L provision entitled, "Disclosure Requirements for Organizational Conflicts of Interest." An offeror with an unacceptable response will have until time of award to submit an acceptable response or that offeror will be removed from consideration.

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

Under this factor [or subfactor, if appropriate], offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

(1) The extent to which SDB concerns are specifically identified to participate in the performance of the contract;

(2) The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than nonenforceable commitments);

(3) The complexity and variety of the work the SDB concerns are to perform under the contract;

(4) The realism of the proposal to use SDB concerns in the performance of the contract; and

(5) The extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable NAICS Industry Subsectors in terms of dollars and percentages of the total contract value).

ATTACHMENT 1

PERFORMANCE WORK STATEMENT

Performance Work Statement
Evaluate/Review Pesticide Exposure Data

I. BACKGROUND

Pesticides are chemicals that are deliberately introduced into the Environment for a specific purpose. As specified by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the Federal Food, Drug, and Cosmetic Act (FFDCA) as amended by the Food Quality Protection Act (FQPA) and as modified by the Pesticide Registration Improvement Act (PRIA), a pesticide may be registered if its use will not result in unreasonable risks or unreasonable adverse effects to human health or the environment. The risks in this case are a combination of the inherent toxicity of the pesticide and the extent to which people are exposed to it. The goal of exposure assessments is to present an accurate and realistic picture of human contact with the pesticide on which to base the risk assessment. Companies registering or reregistering pesticides (registrants) submit studies to the Environmental Protection Agency (EPA) that characterize and quantify human exposures resulting from prescribed use of a given pesticide formulation. These pesticide exposure studies, which may focus on either occupational (e.g., mixer/loader/applicator or post-application/reentry) or on residential exposures, are used by EPA for calculation of total body exposure for a given pesticide-use scenario.

Before using the data for regulatory purposes, EPA must evaluate the studies to determine their adequacy and to guarantee that appropriate Quality Assurance (QA) procedures were carried out during the field sampling and laboratory analysis. The purpose of this requirement is to provide exposure assessments and relevant information necessary for EPA to fulfill the requirements of FIFRA, FFDCA, FQPA, PRIA, the Pollution Prevention Act, and any other Executive Order or legislative requirement. The specific objectives are to perform technical reviews of pesticide human exposure studies and studies related to them, e.g., field residue studies; provide technical support for registration and re-registration actions relating to occupational and residential exposure and risk assessments; provide technical support in developing or revising Standard Operating Procedures (SOPs) and Pesticide Assessment Guidelines for exposure studies; evaluate worker protection issues relating to pesticide exposure and pesticide product labeling; and provide other related technical support in the general subject areas of exposure and risk assessment and pesticides to the Health Effects Division (HED) of EPA's Office of Pesticide Programs (OPP).

II. Technical Requirements

Task 1: Review of Exposure Studies

The contractor shall perform technical reviews of studies containing pesticide exposure and related data in support of registration, re-registration, and special review activities of HED. These studies may include occupational or residential reentry or post application exposure studies; occupational or residential exposure monitoring data on the subject chemical submitted by registrants on pesticide handling/application operations; exposure-related field studies on air, soil, plant, crop, and other residues as needed; physical, chemical properties of a pesticide formulation, active ingredient, or inert relevant to exposure; usage information and data pertaining to potential exposure; exposure studies from the open scientific literature; and exposure studies using data from surrogate pesticide chemicals (e.g., Pesticide Handlers Exposure Database). Reviews of studies on surrogate chemicals may be appropriate when the formulation type, application method, and use pattern are sufficiently similar to those of the chemical under review. In reviewing the assigned studies, the contractor shall conduct a comprehensive Quality Assurance and Quality Control (QA/QC) review. For each assigned study, a draft written report shall be submitted by the contractor to the EPA Contracting Officer's Representative (COR). Draft reports shall document the contents of the studies; note any discrepancies, inadequacies, and unresolved issues; provide appropriate exposure calculations, correlations, and plots; and provide a summary discussion and conclusions resulting from the review. The contractor shall prepare the Data Evaluation Review (DER) according to OPPTS guidelines (<http://www.epa.gov/opptsfrs/home/guidelin.htm>). In particular, for Residue Chemistry DERs, the contractor shall follow OPPTS 860 Series Guidelines. For Chemistry reviews, the contractor shall also prepare the Summary Document, Chemistry Chapter (RED/TRED), Chemistry Chapter (new chemical, new use and low risk) and Product Chemistry document (OPPTS 830 Series Guideline Studies).

Task 2: Technical Support for Registration and Registration Review Actions

The contractor shall provide technical support in developing or revising occupational and residential exposure and risk assessments for registration (new chemicals, new uses, etc.) and registration review (REDs, TREDs, Low Risk Chemicals) actions, as directed by the EPA COR. This support may include identification and assessment of occupational handler and post-application exposure scenarios; identification and assessment of residential handler and post-application exposure scenarios; chemistry assessments to support dietary exposure and risk concerns, e.g., the low risk chemicals; identification of risk mitigation measures and the assessment of the mitigation on the resulting risks; aggregate exposure and risk assessments for a single pesticide formulated product, active ingredient or inert; cumulative exposure and risk assessments for a group of chemicals sharing a common mechanism of toxicity; and traditional and probabilistic exposure and risk assessments as required. For each assigned task, a draft

written report shall be submitted by the contractor to the EPA COR. Draft reports shall document the analysis conducted; note any discrepancies, inadequacies, and unresolved issues; provide appropriate exposure calculations, correlations, and plots; and provide a summary discussion and conclusions.

Task 3: Perform Pesticide Exposure and Risk Assessments

The contractor shall perform pesticide exposure and risk assessments in support of registration and re-registration activities. Estimation of potential human health concerns, as a function of toxicity and exposure, is performed using a four-step process: 1) Hazard Identification, 2) Dose Response Assessment, 3) Exposure Assessment, and 4) Risk Characterization. The EPA COR will provide the contractor appropriate guidance and computer software to perform single pathway risk assessments, as well as aggregate (multiple pathways, single chemical) and cumulative (multiple chemicals with common mode of toxicity) pathway risk assessments. The exposure duration for these assessments may reflect: one day or less, days or months, years, and or a lifetime. Examples of the types of pesticide risk assessments that could be performed under this contract include:

1 Single pathway, deterministic and probabilistic assessments:

1.1 Food - oral route

1.2 Drinking water -oral route

1.3 Residential - incidental oral, dermal and inhalation route

1.4 Occupational - dermal and inhalation

2 Aggregate assessments (single chemical, multiple pathways)

2.1 Dietary (food and water) - oral route

2.2 Dietary and Residential - oral, incidental oral, dermal, inhalation

2.3 Dietary and Occupational - oral, dermal, inhalation

3 Cumulative assessments (multiple chemicals common mode of action, multiple pathways)

3.1 Dietary (food and water) - oral route

3.2 Dietary and Residential - oral, incidental oral, dermal, inhalation

3.3 Dietary and Occupational - oral, dermal, inhalation

The format for a cumulative risk assessment is provided in Attachment 2. An example of a cumulative risk assessment can be found at <http://www.epa.gov/pesticides/cumulative/rra-op/>.

Task 4: Technical Support for Guideline and Standard Operating Procedure Development

The contractor shall provide technical support in developing or revising Standard Operating Procedures (SOPs), such as SOPs for Residential Exposure Assessments, as directed by the EPA COR. Additionally, the contractor shall provide technical assistance to HED in the revision of Series 875 Pesticide Assessment Guidelines.

Task 5: Worker Protection Evaluations

The contractor shall assist HED in a number of related worker protection tasks. These tasks may include evaluation, revision, and review of existing worker protection regulations by the contractor; participation in field trips to observe the use of various types of protective equipment intended to mitigate exposure during pesticide mixing, loading, and application, or to observe reentry exposure in treated fields; and other activities that would enhance and support EPA's goal of improving worker protection and safety from pesticide exposures.

Task 6: Workshops, Seminars, and Training

The contractor shall identify recognized experts in the area of post application and reentry exposures and related field exposures. When needed, the contractor shall convene a roundtable meeting with such experts to resolve generic issues regarding reentry exposure quantization methodologies and related issues. Additionally, the contractor shall conduct literature searches and prepare technical publications such as workshop summaries, minutes following seminars and other meetings, and journal articles.

Task 7: Technical Support for Exposure Model and Database Development and Enhancement

The contractor shall develop, expand, and modify databases and models used by OPP for exposure and risk assessments. Related activities may include reviewing hard copy studies and electronic data, contacting the data generator to obtain missing information, entering the data into the appropriate model or database, and conducting quality assurance testing of the data once

entered into the model or database. The contractor shall also provide other related technical support, such as the incorporation of revisions into the model or database in response to user comments and conducting user training. In addition, the contractor shall develop models to support exposure and risk assessments for pesticide products, including inert ingredients, e.g., the Pesticide Inert Risk Assessment Tool (PIRAT).

Task 8: Quick Response and Agency Interface Activities

The contractor shall provide quick turn-around technical support relating to occupational and residential exposure and risk assessments as requested by the EPA COR. Additionally, the contractor shall also assist HED in interfacing with other Government agency requests, to the extent that such requests are feasible and relate to the general scope of this Performance Work Statement.

III. Additional Contract Requirements

A. Management Controls

Contractor identification badges/visitor badges shall be prominently displayed at all times and shall be clearly visible in all public settings. 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 approval. When submitting materials or reports that contain recommendations, the contractor shall:

- o explain or rank policy or action alternatives;
- o describe the procedure used to arrive at recommendations;
- o summarize the substance of deliberations;
- o report any dissenting views;
- o list sources relied upon;
- o detail the methods and considerations upon which the recommendations are based.

The contractor shall not provide any legal services under this contract.

B. Deliverables/Products

The contractor shall submit deliverables electronically via Internet. Deliverables shall be compatible with Microsoft Word and Excel, and current version ADOBE Acrobat or current EPA software. In addition, the contractor shall obtain necessary equipment for and be proficient in use of spreadsheet or data base software, communications software, and software capable of generating molecular structures of pesticide molecules. Finally, CD-ROM capability is required for retrieval of pesticide use information and electronic submissions. If equipment is to be leased or purchased, a cost-effective analysis of leasing vs. purchasing of the total proposed cost over the proposed five year acquisition is required, with selection of the most cost-effective alternative required.

III. Performance-Based Contract Requirements

A. Performance Standard: Tasks 1 - 8

All Reports/Deliverables prepared by the contractor shall be submitted free from error, on time, and within the approved number of hours.

B. Acceptable Quality Limit (AQL) for Task 1-8

- 95% of the reports submitted per quarter shall be free from error. These errors include but are not limited to: discrepancies, omissions, inaccuracies and/or inappropriate data evaluation.
- 95% of the reports submitted per quarter are to be accurately completed within the approved time frame.
- 95% of the technical review hours charged by the contractor per quarter are to be in accordance with the approved technical review hours per task.

C. Disincentive for Task 1-8

A 2% fee reduction in fee per quarter if more than 5% of the reports/deliverables per quarter contain errors, are not completed within the approved time frame, or the technical review hours exceed the approved amount. The disincentive will apply to each performance standard; therefore the 2% fee reduction could be applied for each standard if that standard is not met in a quarter.

D. Method of Surveillance for Task 1-8

Reports/Deliverables submitted by the contractor will be reviewed by either the COR or his/her designee (e.g., a staff scientist who is most familiar with the pesticide). The COR or designee conducts a detailed review of the contractor's summary of relevant data and examines the conclusions drawn by the contractor in accordance with the criteria defined in the task. The COR or designee will complete the delivery acceptance summary form that notes major discrepancies, omissions, and inaccuracies. The COR or designee will also note the timeliness of the submission and whether the Report/Deliverable was submitted within the approved number hours.

NOTE: All fee reductions are applied to the fixed fee pool established at contract award. For example, if the contract is awarded at a cost of \$100,000.00, and the resulting fixed fee is \$6,000.00. The 2% fee reduction, should it be enacted, would reduce the fee pool by \$120.00 to \$5880.00. The COR will calculate, quarterly, the average major discrepancies, omissions, inaccuracies and/or inappropriate data evaluation; will compare due dates or approved revised due dates to completed date of reports and calculate the percentage of late reports; and will compare approved technical review hours with the total technical review hours charged for each task by the contractor and calculate the percentage of technical review hours over the approved amount. If the contractor fails to meet the AQL for any of the three standards the fee reduction will be applied to the fixed fee pool for each AQL not met.

ATTACHMENT 2

MINIMUM STANDARDS FOR CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractor's COI Plans should be identified by a version number, date, and applicable CO for any previously approved COI Plan.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance. Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COS when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the last three years, all current work, all sites (if applicable) and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work for the EPA under a Toxic Substances Control Act (TSCA) or Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) contract, including but not limited to work on a site, work relating to a site, work pertaining to a TSCA/FIFRA regulatory action, or work that may endanger a TSCA/FIFRA regulatory action, to sign a personal certification.

EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, the individual to agree to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the

Agency prior to beginning work, and for submission of its WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determination, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts. The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts.

4. SUBMITTAL OF CONFLICT OF INTEREST PLAN

As part of the initial offer, offerors should submit an Organizational Conflict of Interest (COI) Plan which outlines the procedures in place to identify and report conflicts of interest, whether actual or potential, throughout the period of contract performance. The plan shall address step by step the checks and balances in place to detect potential or actual conflict of interests, organizationally and with personnel that could result from activities covered by the Statement of Work.

ATTACHMENT 3

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

S O U R C E S E L E C T I O N S E N S I T I V E I N F O R M A T I O N

(TO BE COMPLETED BY OFFEROR PRIOR TO MAILING TO REFERENCE)

Name of Offeror:
Contract Number:
Contract Title:
Contract Value:
Type of Contract:
Period of Performance:

The remainder of this form is to be completed by the reference and returned to EPA as instructed in the Client Authorization Letter.

Performance Elements	Unsatisfactory 0	Poor 1	Fair 2	Good 3	Excellent 4	Outstanding 5
1. Quality of Product or Service						
2. Cost Control						
3. Timeliness of Performance						
4. Business Relations						

1. Remarks on outstanding performance:
(Provide data supporting this observation; you may continue on a separate sheet if needed.)

2. Remarks on unsatisfactory performance:
(Provide data supporting this observation; you may continue on separate sheet if needed.)

3. Please identify any corporate affiliations with the offeror.

4. Would you do business with this firm again?

5. Information provided by:

Agency/Firm:

Name:

Title:

Mailing Address (Street and P.O. Box)

City, State and Zip Code

Telephone and Fax Numbers

Phone:

Fax:

ATTACHMENT 4

CLIENT AUTHORIZATION LETTER

Client Authorization Letter

[Addressee]Dear **(Client's name)**:

We are currently responding to the Environmental Protection Agency RFP PR-HQ-09-13464 for the procurement entitled "Evaluate/Review Pesticide Exposure Data." 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 August 18, 2010 at 4:00pm. Delivery options are listed below.

US Mail	Courier	Email
US Environmental Protection Agency Attn: Christine Edwards 1200 Pennsylvania Avenue, NW Mail Code: 3803R Washington, DC 20460	US Environmental Protection Agency Attn: Christine Edwards 1300 Pennsylvania Avenue, NW Room: 71204 Washington, DC 20004	edwards.christine@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 5

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS**SF 1034**

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number A1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) Invoices on contracts with option periods shall uniquely identify the option period in the invoice number. Base period invoices shall start with the letter 'A'; option period one invoices shall start with the letter 'B'. This lettering system shall continue for all invoices. Invoice number A1 will be the first invoice for the base period of the contract.
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly

as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.

- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page _____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.

- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also

be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher

number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later

disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address,

except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.

- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced

by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.