Additional Terms and Conditions of the Order

1. Acknowledgment of Special Terms

The signed acknowledgment of special terms is hereby incorporated into this order. No work may be performed under this order unless and until the student or recent graduate has signed the acknowledgment form.

2. Electronic Funds Transfer (EFT)

Student contractors must have a checking or savings account at a financial institution that will accept direct deposit of Federal funds for EFT.

3. Registration for Dunn and Bradstreet (D&B) and Central Contractor Registration (CCR)

Student contractors must register with D&B to obtain a Data Universal Number System (DUNS) number or DUNS + 4 and the CCR. Failure to register may adversely affect being paid. They will need to provide the following information to CCR: their taxpayer identification number (Social Security Number), EFT information, and DUNS number.

To obtain a DUNS number, student contractors can call D&B at 1-866-705-5711 or contact D&B at http://www.dnb.com/updte. To register for the CCR, call 1-888-227-2423 or (296) 961-5757, or contact CCR at http://www.ccr.gov. There is no charge to register for CCR or DUNS.

4. Background Check and Suitability Determination

Student contractors who perform under contract for EPA may be required to undergo a background check and check of FBI fingerprint files and a suitability determination by the Environmental Protection Agency. Upon award the Contracting Officer (CO) will provide the student contractor, if required, the necessary forms with instructions on completing the forms and for submission.

The completed forms will be returned to the contract specialist at least 14 business days prior to reporting to work. If there are not 14 business days available, the student contractor will provide the completed forms to the Contracting Officer's Representative when he/she reports for his/her first day of work. The Contract Specialist is responsible for the submission of the forms to EPA's Office of Administration (OA) to process the background check and make a suitability determination. If a background check reveals information that you represent a risk to the interests of EPA, the Contracting Officer will immediately terminate the award.

5. Billable Hours

Hours shown in this order are estimates only. EPA will pay student contractors only for the number of hours actually worked. Student contractors may bill their time and be compensated in increments of a quarter of an hour. If the student contractor works eights minutes or more, the total will be rounded up and seven minutes or less the total will be rounded down (on a daily basis).

As a self-employed contractor, student contractor's do not accrue leave or holiday benefits. EPA will *not* pay for any non-work hours, regardless of the reason the agency/building is closed. This includes scheduled Government holidays, unscheduled holidays, or any other unscheduled closure (e.g., inclement weather, furloughs, security reasons). When the Government decides to close the building after the student contractor has reported to work, the Government will pay only for the hours worked before closure.

As self-employed contractors, they are paid the hourly rate specified in the contract for any hours worked beyond the 40 hour week, with no overtime premium.

6. Overtime and Withholdings

Student contractor performing under these contracts are considered self-employed contractors and are, therefore, exempt from the Fair Labor Standards Act and Service Contract Act. As contractors, Federal, state or local income taxes or Social Security (FICA) payments will *not* be deducted from payments.

The rate of pay is set forth in the contract/order based on the level of education needed to perform the requirements in the SOW. Student contractors who have more years of education than required, or who attain a degree while work is underway *do not* move to a higher level of pay than required by the SOW.

Student contractors, who are not employed by any other employer, whose net earnings are $400 or more, must pay self-employment taxes to pay into the Social Security and Medicare trust funds. They may also be liable for income taxes dependent on their total earnings. Since there is no withholding on their income, they may need to make quarterly estimated tax payments.

7. Invoicing and Payments

All payments will be made through electronic funds transfer (EFT). The student contractor shall submit the original copy of invoices for payment to the EPA finance center (FC) designated in the award, with copies to the CO, COR, and mentor. The student contractor may submit invoices bi-weekly.

To be considered a complete and proper invoice, the invoice must include the following information.

- Contractor (student) name
- Invoice date
- Purchase order number
- Billing period (dates covered by the invoice)
- Daily record of hours worked
- Total number of hours worked during the billing period

EPA-FC will forward complete and proper invoices to the COR for review and acceptance. Once the COR has accepted the services by approving the invoice, EPA-FC will endeavor to pay all invoices for these services within two weeks after receipt of a proper invoice. However, EPA is not obligated to make payment before the 30th day, as provided in the Prompt Payment clause. Student or recent graduates who submit timely invoices and do not receive payment within the 30 days stipulated under the Prompt Payment Act are entitled to interest payments as prescribed in the clause. A sample invoice (Attachment)

is included in this order. It may be reproduced.

8. Principal Duty Station

Work will be performed at the principal duty station stated in Statement of Work. The student contractor may enter the building only during business hours or when a project member is present.

9. Compensation

The rate of compensation for this work is commensurate with the level of education and experience required to perform this work. For this work statement, the student or recent graduate will be paid the hourly rate stated in the purchase order based on the requirement that he/she has completed. Student contractors may bill their time and be compensated in increments of a quarter of an hour. If the student contractor works eight minutes or more, the total will be rounded up and seven minutes or less the total will be rounded down (on a daily basis).

The student contractor is responsible for all costs of transportation to and from the principal duty station. The Government does not provide housing, meals or other living expenses while the student contractor is working at the principal duty station. Travel away from the duty station is not expected.

10. Termination

FAR clause 52.249-12, Termination (Personal Services) (APR 1984) is incorporated into this order by reference and applies in place of the termination language at 52.213-4(f) and (g). The Government may terminate this order for cause in the event the student contractor fails to comply with any terms and conditions, including those listed in the Acknowledgment of Special Terms, repeatedly fail to report on scheduled work days, or otherwise fail to perform services under this order.

Additionally, false statements on resumes are grounds for termination as well as results of background checks that review information that the student represents a risk to the interests of EPA. If the order is terminated for cause, students or recent graduates are paid only for hours worked to the point of termination and will not receive the 15 days notice described in clause 52.249-12, Termination (Personal Services).

11. Overnight Travel

If overnight travel is required for performance under the contractor, the student of recent graduate will travel under rules and procedures established for federal employee travel (chapters 57 and 81 of title 5, United States Code.) The COR is responsible for issuing invitational travel orders and determining whether the student contractor will be issued a U.S. Government Stored Value (Debit) Card for travel.

If the student contractor is issued a U.S. Government Stored Value (Debit) Card for travel expenses, the COR will work with the Funds Control Officer in the program office to enter the amount of funding required to pay for the student contractor's lodging, meals, local transportation, and other incidental expenses. If the card is not accepted at a hotel, the student contractor may get cash advances from the card to pay for these expenses. The student contractor would then file travel vouchers to closeout the travel.

12. Extensions to the Term of the Order

If the award contains a line item for an option period to renew or extend the order and the price of the order is based on the pricing table for student contractors, the Contracting Officer and the student contractor may agree to extend the period of performance by bilateral modification to the award. The hourly rate will be adjusted to the applicable rate from the most current pricing table for students or recent graduates at the time of exercising the option. However, the Government is under *no* obligation to exercise an option. The hourly rate will *not* be adjusted to a different grade level for the option period. The total duration of this order, including base and any options or other extensions, shall not exceed twenty-four months or two years.

13. Clauses Incorporated by Reference

The following contract clauses are hereby incorporated by reference:

Number	Title	Date
52.213-4	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items)	Dec 2007
52.232-3	Payments under Personal Services Contracts	Apr 1984
52.227-17	Rights in Data - Special Works	Dec 2007
52.232-25	Prompt Payment	Oct 2003
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration	Oct 2003
52.233-1, Alt I	Disputes, Alternate I	Dec 1991
52.249-12	Termination (Personal Services)	Apr 1984

EPA Acquisition Regulation (EPAAR) Clauses:

Number	Title	Date
1552.209-70	Organizational Conflicts of Interest Notification	Apr 1984
1552.209-71	Organizational Conflicts of Interest	May 1994
1552.211-79	Compliance with EPA Policies for Information Resources Management	Oct 2000
1552.235-71	Treatment of Confidential Business Information	Apr 1984
1552.235-73	Access to Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information	Apr 1996
1552.235-75	Access to Toxic Substances Control Act Confidential Business Information	Apr 1996
1552.235-76	Treatment of Confidential Business Information	Apr 1996
1552.235-77	Data Security for Federal Insecticide, Fungicide, And Rodenticide Act Confidential Business Information	Dec 1997
1552.235-79	Release of Contractor Confidential Business Information	Apr 1996
1552.235-80	Access to Confidential Business Information	Oct 2000

Full text of FAR clauses are available at: http://www.epa.gov/oam/ptod/far.pdf and EPAAR clauses are available at: http://www.epa.gov/oam/ptod/epaar.pdf.

14. Contracting Officer's Representatives and Mentors

a. Contracting Officer's Representative - the Contracting Officer's Representative is the primary representative of the Contracting Officer. The Contracting Officer's Representative may be either an EPA employee or, as appropriate, another Federal Agency employee, appointed by the Contracting Officer, who possesses the necessary knowledge, skills, and abilities to perform pre-award and/or post-award functions. The Contracting Officer's Representative is responsible for technical direction, and certifying that services were received and accepted. Contracting Officer's Representatives do not have the authority to issue any technical direction which changes or modifies the scope of work, or alters the period of performance of the contract. The Contracting Officer's Representative may also serve as a monitor.

b. Mentor - the mentor is a Government scientist who provides the day-to-day direction, coaches, advises, counsels, provides guidance and support to the student contractor in their work. Mentors review the student contractor's work and provide input to the Contracting Officer's Representatives on the quality and quantity of this work. Mentors do not perform acquisition functions, such as approval of invoices.

15. Technical Direction by the Contracting Officer's Representative or Mentor

The performance required by this order shall be subject to the technical direction of the Contracting Officer's Representative or Mentor as identified below. As used here, the term "technical direction" is defined as direction to the student contractor that fills in details, suggests possible lines of approach, or otherwise supplements the scope of work set forth herein and shall not constitute a new assignment, and does not supercede or modify any article or clause of this purchase order.

The Contracting Officer's Representative or Mentor is not authorized to perform, formally or informally, any of the following actions:

a. Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
b. Waive or agree to modification of the delivery schedule;
c. Make any final decisions on any contract matter subject to the Disputes Clause;
d. Terminate, for any reason, the student's or recent graduate's right to proceed;
e. Obligate, in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action.

The student contractor shall immediately notify the Contracting Officer in writing if the Contracting Officer's Representative or Mentor has taken an action (or fails to take action) or issues direction (written or oral) that the student contractor considers to exceed the above limitations.

The Mentor assigned for this Purchase Order is:

Name: Dr. Kevin Crofton
Telephone: 919-541-2672
U.S. Environmental Protection Agency

Office of Research and Development
NHEERL
Mailroom Code B105-04
109 TW Alexander Drive
RTP, NC 27711

The Contracting Officer's Representative assigned for this Purchase Order is:

Name: Tony McDonald
Telephone: 919-541-1476
U.S. Environmental Protection Agency
Office of Research and Development
NHEERL
Mailroom Code B143-05
109 TW Alexander Drive
RTP, NC 27711

Only the Contracting Officer may designate a new Contracting Officer's Representative.

16. Vaccinations and Immunizations/Medical Monitoring/Health and Safety Training

A. Vaccinations and Immunizations

i. Before beginning certain types of work, the student contractor may be offered non-mandatory vaccinations, immunizations, or treatments as specified in the Statement of Work attached to this purchase order. The purpose of the vaccinations, immunizations, or treatments is to safeguard the health of those whose work may expose them to health risks in the environment.

a. EPA will bear all costs for the administration of the offered vaccinations, immunizations, or treatments, provided that the student receives such treatment at the time and location designated by the Contracting Officer's Representative.

b. Students electing to receive vaccinations, immunizations, or treatments from sources other than those designated by the Contracting Officer's Representative will not be reimbursed for any costs associated with such treatment.

ii. Student contractors that elect not to receive vaccinations, immunizations, or treatments from either the Government or a private source will be required to sign a form letter acknowledging that they have declined the offered treatment. A student or recent graduate who declines the immunizations will not be covered by the Government for costs of treating illnesses that could have been avoided by taking the recommended immunization therapy, unless the

student or recent graduate provides written documentation from a physician certifying to the student or recent graduate's intolerance of the immunization drugs.

iii. Student contractors who have already received vaccinations, immunizations, or treatments suggested by the Statement of Work may provide copies of shot records or other evidence acceptable to the Contracting Officer's Representative in lieu of receiving a new round of treatment or signing the declination letter. The Contracting Officer's Representative will retain copies of such evidence in the files related to the student's or recent graduate's work.

B. Medical Monitoring

i. Student contractor whose contract requires work with or around hazardous substances, may be offered medical examinations to identify any adverse health effects related to exposure. These examinations, when offered, will be paid for by the Government.

ii. These medical examinations have been constructed in order to answer specific questions about exposure risk and health in the work place. These examinations are not meant to be "wellness" examinations. Participation in these examinations should not be construed as an adequate substitute for periodic examinations by the student' or recent graduates' personal physicians. The types of evaluations that may be performed are baseline, periodic, and exit.

a. Baseline evaluations are done to characterize the state of health of the individual prior to commencing work in a new assignment. It may be conducted in order to assess the individual's health status in relation to the special demands of the proposed job assignment.

b. Periodic evaluations are performed to identify and measure any adverse effects from occupational activities, and to control risks from occupations exposures.

c. Exit evaluations are conducted when an individual terminates a given position that requires medical surveillance. This examination is performed to document the health status of the individual at the end of work in a particular position.

3. Health and Safety Training

Student contractors will be expected to participate in health and safety training, at the Government's expense, to make them aware of safety programs and policies at EPA. These include initial safety, health, and environmental management training, laboratory health and safety training, and field activity training. It also includes general safety, personal protective equipment, physical hazards and chemical hazards training. This training is required under Federal, OSHA, EPA, DOT, and NRC regulations.

17. Clause FAR 52.204-9 - Personal Identity Verification of Contractor Personnel (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.