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	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	PR-HQ-04-10525	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		PR-HQ-04-10525

7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers) CODE	8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004	Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460

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

SOLICITATION

9. Sealed offers in original and _ 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 until __ local time __
(*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	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	MICHELLE L. BARRETT	202	564-1980		

11. TABLE OF CONTENTS

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	__ CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (*Type or print*)

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	[ ]		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM

24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE:
	Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, 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 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984) DEVIATION

The following fixed rates, inclusive of all indirect costs and profit, shall apply for the duration of the contract:

ITEM	LABOR CATEGORY	YEAR 1 FIXED RATE	YEAR 1 Ceilings
Non-Level A Response			
1001			
1002			
1003			
1004			
1005			
Level A Response			
1001A			
1002A			
1003A			
1004A			
1005A			
1001b	Travel		$3,795,044
1001c	ODCs (Equipment, Consumables)		$7,350,726
1001d	Specialized - Equipment, Labor, Training		$10,913,980
1001e	Increased Capacity Pool		TBD

LABOR

1. The labor rates set forth in the schedule shall be inclusive of all expenses including report preparation, wages or salaries, labor costs, fringe benefits, overhead, program management, general and administrative expenses and profit. In addition to those cost elements listed above the Level A effort rate shall include all materials, protective gear, equipment, etc. necessary for Level A response.

2. If a labor rate has been established for a labor category set forth in the schedule for the contractor or subcontractor, but the contractor or subcontractor decide to provide that labor category through a party subcontract, reimbursement for that labor category shall be reimbursed at cost (including any applicable indirect rates), but will not, in any event exceed the rate set forth in this

contract for that labor category for the contractor or subcontractor, depending upon which entity (contractor or subcontractor) acquires the labor.

3. When an individual employee's normally assigned category of labor is higher than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the function that the employee is performing (e.g. Senior Scientist who is performing the duties of a Junior Technician shall be charged at the loaded labor rate for a Junior Technician during the period of time he/she is performing these duties).

4. When an individual employee's normally assigned category of labor is at a rate lower than the function he is performing during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid to that employee (e.g. Junior Technician performing the duties of a Senior Scientist shall be charged at the labor rate for a Senior Scientist only if the employee is paid by the contractor at the rate of a Senior Scientist). If the employee is not paid at the higher rate, the contractor shall only bill at the rate of the employee's normally assigned category of labor. The employee must meet the qualifications set forth in the contract for the labor category being performed.

5. In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe condition, or other conditions beyond either the control of the contractor or the control of the Government, as determined by the on-scene coordinator after consulting with the response manager, EPA will not pay the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site. The contractor shall not be reimbursed for standby.

TRAVEL/OTHER DIRECT COSTS/SPECIALIZED LABOR

1. The amounts specified in the schedule for travel, other direct costs, and specialized labor are estimates only. The estimated amount for travel, other direct costs, and specialized labor may be greater or less than the amounts specified as long as the maximum contract ceiling amount is not exceeded.

2. The travel, other direct costs, and specialized labor estimated contained in the schedule are based on the following types of items which are inherent to adequate contract performance:

Other direct costs such as consumables - - containers, sampling supplies, sorbents/solidifiers, bulk chemicals, disposable protective equipment, decontamination materials - - permits and fees, utilities, relocation of residences.

Specialized labor items are found in the Section B Clause entitled "Specialized Labor".

INCREASED CAPACITY POOL

In case of catastrophic event e.g., terrorist attack or man-made accident, which causes the contract to exceed the capacity of the contract, a cost pool enabling additional contract effort shall be available.

B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of $5,300,000.00. The maximum ceiling amount of all orders shall not exceed $ **TO BE COMPLETED AT TIME OF CONTRACT AWARD.** If the ceiling amount is exceeded, the contractor does so at their own risk.

B.3 CEILING PRICE (EP 52.216-150) (APR 1984)

The ceiling price of this contract is **TO BE COMPLETED AT TIME OF CONTRACT AWARD**. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

B.4 PLACEMENT AND PRICING TASK ORDERS

(a) Work will be ordered under written Task Orders (TO's) issued by the Contracting Officer (CO). The work will be performed under the task order as specified in Technical Direction Documents (TDD's) issued by the CO, Project Officer (PO) or other authorized Contracting Officer Representative (COR) in accordance with Clause B.X, Technical Direction Documents.

(b) The Government will issue performance based type task orders, with the exception of the TO which will provide Emergency Preparedness and Response Services or otherwise determined inappropriate by the CO. Task orders will be issued on a fixed price or time & materials basis dependent on the nature of the services being provided. Each performance based TO will contain a Quality Assurance Surveillance Plan (QASP) which will include the areas to be measured, evaluation criteria, and positive/negative incentives.

(c) New Task Orders, except as described in subparagraph (e), will be issued with a request for proposal from the contractor for a brief annual management and staffing plan to perform the type and quantity of services the Government anticipates will be tasked during the next contract year under the Task Order. Within 15 calendar days of receipt of this request, the contractor will submit the plan and cost proposal for this period based on the fixed labor and equipment rates for the contract year work will be performed. This proposal will clearly delineate the labor category(ies), equipment and ODCs, including specialized labor, which the contractor will use to support the plan. The contractor and contracting officer will negotiate the ceiling for the Task Order. Unless otherwise authorized by the CO, no technical work shall begin under the TO until this bilateral agreement is reached.

(d) Once a Task Order has been issued, the Government will request, sixty calendar days prior to the start of a contract year, a proposal from the contractor detailing the contractor's annual management and staffing plan to perform the services the Government anticipates will be tasked during the next contract year under the Task Order. Within 15 calendar days of receipt of this request, the contractor will also submit cost proposal for this period based on the fixed labor and equipment rates for the contract year work will be performed. This proposal will clearly delineate the labor category, equipment and ODCs, including specialized labor, which the contractor will use to support the plan. The contractor and contracting officer will negotiate a new ceiling for the Task Order. Unless otherwise authorized by the CO, no technical work shall begin for the next contract year until this bilateral agreement is reached.

(e) Task Order(s) for Response Activities will be issued in accordance with the schedule in the contract. Upon receipt of this TO, technical work shall begin consistent with technical direction documents issued by the CO, PO or other authorized COR.

(f) All TO modifications shall be issued by the Contracting Officer.

(g) The TO will specific whether Clause H.XX, Task Order Conflict of Interest Certification, or Clause H.XX, TDD Conflict of Interest Notification, is applicable.

B.5 TECHNICAL DIRECTION DOCUMENTS

1. Unless otherwise specified in the Task Order (TO), the contractor shall only perform services under the TO as specified in written Technical Direction Documents (TDDs) issued by the Contracting Officer (CO), Project Officer (PO), Alternate Project Officer (APO), Task Order Project Officer (TOPO) or other authorized Contracting Officer Representative (COR). TDDs will be issued for only the current contract year or other specified period for which an annual management and staffing plan has been agreed to by both parties.

2. When warranted in an emergency, a TDD may be issued verbally under a TO issued pursuant to this contract. This verbal authorization may be made by the warranted EPA On-Scene Coordinator (OSC), PO, APO, TOPO or CO. The contractor shall begin work immediately upon receipt of a verbally issued TDD. Overtime required during an emergency action will be authorized by the OSC. A written TDD must then be issued within five (5) calendar days by the PO, APO, or TOPO. The TDD shall indicate the date on which the TDD was verbally issued. All warranted OSCs are listed at the following URL: http://www.epa.gov/oam/srpod/oscs.pdf.

3. If the purpose of a TDD is to revise efforts specified by a previous TDD, the TDD shall specifically reference the prior TDD and the effort being revised.

4. The contractor shall begin work immediately upon receipt of a TDD or TDD amendment. All TDDs and TDD amendments shall be acknowledged within five (5) calendar days of receipt. The contractor shall provide status reports. The contractor may acknowledge electronically through an EPA authorized electronic signature system in place of providing a signed hard copy of the TDD.

5. For any TDD requiring preparation by the contractor of a project work plan, the TDD will outline the details for the submission of the project work plan (i.e., submission date, approval date). When required, project work plans should be submitted to the PO/TOPO unless specialized labor or equipment not covered by the fixed rates in the contract. Such work plans should be submitted to the CO and PO and subject to CO approval.

6. Each TDD will include the following, if applicable:

   A. Numerical Designation of the TDD
   B. Cost Center

C. Estimated/authorized TDD Ceiling for labor hours
D. Estimated/authorized TDD dollar ceiling
E. Source of funds (i.e., CERCLA, OPA, CEPP, other)
F. EPA Site Identification Number, 2 digit EPA SS ID and 9 digit CERCLIS #, if applicable
G. Site name, city, county, and state
H. Overtime approved (see above required authorization)
I. Period of performance
J. Reference information
K. Description title to tasks
L. Specific tasks, including anticipated end product(s)
M. Interim deadlines, including completion dates for each specific effort
N. Desired report format
O. Comments
P. Signatures and dates
Q. Descriptor (for Contractor Use)
R. Distribution (The CO shall be included on the distribution of all TDDs issued under a Task Order)
S. Priority
T. Reference Statement of Work in Task Order
U. Conflict of Interest Search
V. Schedule of deliverables
W. Contracting Officer Representative(s) for TDD

7. TDDs shall not allow for any change in the terms or conditions of the contract or the task order under which they are issued. Where any language in the TDD may suggest a change to the terms or conditions, the contractor shall immediately notify the CO and the PO in accordance with FAR 52.243-7, NOTIFICATION OF CHANGES, in Section I of the contract.

B.6 LIMITATION OF GOVERNMENT'S OBLIGATIONS UNDER TASK ORDERS

(a) All fixed price and T&M task orders will be incrementally funded.

(b) Under each task order, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work under a task order beyond that point. The Government will not be obligated in any event and under any circumstances to reimburse the contractor in excess of the amount obligated on a fixed price task order except for reimbursement of termination settlement costs as provided for under paragraph (g)(3) of the contract clause entitled “Termination for Convenience of the Government(Fixed-Price)(Sep 1996)”. As used in this clause, the total amount payable by the Government in the event of termination of an applicable task order for convenience includes costs, profit, and estimated termination settlement costs for that task order.

(c) The Contractor will notify the Contracting Officer (CO) and Project Officer (PO), in writing, at least 7 calendar days prior to the date when, in the Contractor's best judgement, the work will reach the point at which the total amount payable by the Government, including if applicable any costs for termination for convenience, will approximate 85% of the total amount then funded on the task order. The notification will state (1) the estimated date when that

point will be reached and (2) an estimate of additional funding, if any, needed to continue performance under the task order up to the next scheduled date for incremental funding in the task order, or to a substitute date as determined by the Government pursuant to subparagraph (d) of this clause. The notification will also advise the CO and PO of the estimated amount of additional funds that will be required for the timely performance of the services ordered, for a subsequent period as specified in the task order or otherwise agreed to by the parties. If, after such notification, the CO does not issue a task order modification obligating additional funds by the date identified in the Contractor's notification, or by an agreed substitute date, the CO will stop work or terminate the task order for which additional funds have not been obligated, pursuant to the clause entitled "Termination for Convenience of the Government." Absent this task order modification, the Government is not obligated to reimburse the contractor for any costs that would exceed the amount funded for the task order under this clause except for reimbursement of termination settlement costs as set forth in paragraph (b) above.

(d) The parties contemplate that the Government will obligate additional funds for continued performance under the task order and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional obligated funds and to the new estimated period of task order performance. The task order will be modified accordingly.

(e) If, solely by reason of failure of the Government to obligate additional funds by the dates indicated in a fixed price task order, in amounts sufficient for timely performance of the task order requirements, the Contractor incurs additional costs or is delayed in the performance of the work under the task order and if additional funds are obligated, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination obligate additional funds for the performance of the task order.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and obligation of funds for a task order. This clause no longer applies once the task order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government."

(i) A schedule will be established under each task order as to when the Government anticipates obligating additional funding and the period through which that the Government estimates this funding will cover the contractor's performance.

B.7 SPECIALIZED LABOR

(a) Costs for Specialized Labor are separate and distinct from the fixed rates. Allowable and allocable direct and indirect costs for Specialized Labor which has been authorized by the Contracting Officer in a Task Order (TO) and specified in a Technical Direction Document (TDD) may be paid on a cost reimbursement basis. Costs for Specialized labor will be treated in accordance with the Clause entitled "Allowable Cost and Payment (FAR 52.216-7)" and shall be charged in accordance with the Contractor's established and accepted accounting practices.

(b) As appropriate, a ceiling shall be established in a TO and TDD for Specialized Labor for current contract year and/or TO period of performance. Cumulative costs for Specialized Labor for the prime contractor and all team subcontractors in excess of the amounts established in the TO are not allowable as a charge to this contract without the prior written approval of the Contracting Officer.

(c) Specialized Labor includes but is not limited to the following professional specialists not available on the Productive Man-Year team:

- certified industrial hygienist
- professional engineers
- structural engineers
- process engineer/specialist
- human health risk professional
- ecological risk professional
- design engineer
- chemical engineer
- civil engineer
- land survey engineer
- licensed site professional
- licensed environmental professional
- asbestos inspector
- asbestos designer
- asbestos abatement supervisor
- lead inspector
- lead abatement supervisor
- compressed gas cylinder expert
- computer programmer
- health physicist
- statistician
- counter terrorism expert/specialist
- toxicologist
- analytical data validators
- graphic designer
- UXO (ordinance specialist)
- construction inspection
- lawyer/paralegal

B.8 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:

	Total Contract
Travel	$3,795,044
ODC's (Equipment,Consumables)	$7,350,726
Specialized Labor (Equipment,Labor,Training)	$10,913,980
Increased Capacity Pool	TBD

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 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Performance Work Statement included in Attachment 1.

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

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

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

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

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

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

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

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

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

(3) EPA Computing and Telecommunications Services. *The Enterprise*

Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: http://basin.rtpnc.epa.gov:9876/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: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(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/.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

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

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

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

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

SECTION D - PACKAGING AND MARKING

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (MAR 2001) DEVIATION

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

	Title	Numbering	Date	Tailoring
[✔]	*Specifications and Guidelines for Quality Systems for Environ mental Data Collection and Environmental Technology Programs*	ANSI/ASQC E4	1994	See below
[ ]				
[ ]				

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)*

	Documentation	Specifications
[X]	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]

[ ]	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R) [dated 03/20/01]
[ ]	Programmatic Quality Assurance Project Plan for the entire program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]
[ ]	Other Equivalent: _____	_____

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, _____. 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)*

	Documentation	**Specification**	**Due After**
[ ]	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]	Award of contract
[ ]	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/02]	Award of contract
[X]	Quality Assurance Project Plan for the contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]	Award of contract
[ ]	Programmatic Quality Assurance Project Plan for the entire program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]	Award of contract

[ ]	Quality Assurance Project Plan for each applicable project	EPA Requirements for Quality Assurance Project Plans (QA/R-5 [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.	EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]	Issuance of statement of work for the project
[X]	Other Equivalent:	**See attachment 7**	[ ] award of contract [ ] issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA.

The 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.)

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer (PO), Alternate PO, Task Order (PO) and/or other designated COR as specified in each Task Order (TO) and/or Technical Direction Document (TDD) are authorized representatives of the Contracting Officer.

(c) Inspection and acceptance will be performed as specified in each TO and/or TDD.

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

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION

The Contractor shall prepare and deliver reports and a technical report abstract for each draft final and final technical report in accordance with Attachment 5.

F.3 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by- products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum% Waste Paper
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads)			50
Paper for high speed copiers			50
Envelopes			50
Form bond including computer paper and carbonless			50
Book papers			50
Bond papers			50
Ledger			50
Cover stock			50
Cotton Fiber papers	25		50
TISSUE PRODUCTS:			
Toilet tissue		20	
Paper towels		40	
Paper napkins		30	
Facial tissue		5	
Doilies		40	
Industrial wipes		0	
UNBLEACHED PACKAGING:			
Corrugated boxes		35	
Fiber boxes		35	
Brown papers (e.g. bags)		5	
RECYCLED PAPERBOARD:			
Recycled paperboard products		80	
Pad backing		90	

F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

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

F.5 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1984)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a

sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from date of award through the potential Eighty Four (84) months inclusive of two (2) twenty four (24) month award terms. The effective period of performance is exclusive of all required reports.

The period of performance will be broken down as follows:

Base Period:	36 months - 3 years	_____	to _____
Earned Award Term Extension I:	24 months - 2 years	_____	to _____
Earned Award Term Extension II:	24 months - 2 years	_____	to _____

F.7 ELECTRONIC SUBMISSION OF DELIVERABLES

(a) The Contractor shall follow this clause as the standard for submitting the task order deliverables, task order close-out deliverables and technical direction documents. The administrative and technical deliverables shall be submitted separately in electronic format and will be packaged in accordance with standard commercial practice for ADP software. The electronic packages shall be labeled to indicate the following information:

1) Name of Deliverable
2) Contractor Name
3) Contract Number
4) Task Order Number
5) Date Written
6) Indication of Draft or Final Version
7) Sequential Number of Electronic Package

(b) For each deliverable, data shall be separated by category and submitted on electronic packages compatible with the following categories:

Data Category	EPA Standard Applications
1) Narratives	WordPerfect
2) Spreadsheets	Lotus 1-2-3
3) Data Management	Lotus Approach, Microsoft Access, or Excel
4) E-mail/Groupware	Lotus Notes
5) Graphics	Lotus Freelance 7

(c) All data or documents submitted in accordance with this clause shall be compatible with the software applications as used by EPA at the time of submission or as directed by the Contracting Officer. The electronic files shall be appropriately labeled with file extensions identifying the software such as .wpd for WordPerfect.

(d) The internet does not provide for secure data transmission via e-mail. The Contractor should uses an encryption system, such as provided in Lotus Notes or compatible system, to transmit sensitive information to the government.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Site Specific Invoicing Instructions

The monthly and annual general requirements for site specific invoicing are contained in ATTACHMENT (2), SITE SPECIFIC INVOICING INSTRUCTIONS SF1034/1035.

G.2 ECONOMIC PRICE ADJUSTMENT

Rates specified in the Schedule of this contract will be subject to adjustment on a yearly basis based on one of the following cost indexes of labor and/or material: Data Resource Inc. (DRI) or Consumer Price Index (CPI).

Any price adjustment under this clause is subject to the following limitations:

(1) There shall be no changes of rates or unit prices for other than those shown in the Schedule.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 2.5 percent of the then-current rate specified in the Schedule.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 28 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(5) The contractor shall include with the final invoice, a certification that the Contractor has given notice of any decrease (based on the cost indexes specified above) in unit prices or material as delineated in the Schedule.

(6) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation, whichever is earlier.

G.3 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984) DEVIATION

(a) The Government will order any supplies and services to be furnished under this contract by issuing task/delivery orders on Optional Form 347, or an agency

prescribed form, from the effective date of the contract through the expiration date of the contract.

In addition to the Contracting Officer, the following individuals are authorized ordering officers:

All warranted On-Scene Coordinators listed at the following URL: http://www.epa.gov/oam/srpod/oscs.pdf

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

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

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

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

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

G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract 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 designated 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 task/delivery orders, 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 task/delivery order and for the contract total, as well as any supporting data for each task/delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding $5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) 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.

(e)(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.5 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000) DEVIATION

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed $50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and

services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all task/delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without

limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.6 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 **TBD**
Period **TBD**
Rate **TBD**
Base **TBD**

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 **TBD**
Period **TBD**
Rate **TBD**
Base **TBD**

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any potential award term(s).

G.7 CERTIFICATE OF INDIRECT COSTS (EPAAR 1552.242-71) (OCT 1992)

(a) The contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (b) of this clause to certify; and

(3) Have the certificate signed by an individual of the contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the contractor that submits the proposal.

(b) Failure by the contractor to submit a signed certificate, as set forth below, shall result in payment of indirect costs at rates unilaterally established by the Government.

Certificate of Indirect Costs

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;

2. All costs included in this proposal (identify proposal and date) to establish billing or final indirect cost rates for (identify period covered by rate) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation applicable to those contracts;

3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR; and

4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

Providing false information in connection with any certified indirect cost proposal may lead to substantial criminal penalties, civil liabilities or the

imposition of administrative sanctions. Relevant statutes include, among others, 18 U.S.C. 286 (Conspiracy to Defraud), 18 U.S.C. 287 (False Claims), 18 U.S.C. 641 (Theft), 18 U.S.C. 1001 (False Statements), 18 U.S.C. 1343 (Wire Fraud), 31 U.S.C. 3729 (Civil False Claims), and 31 U.S.C. 3801 (Program Fraud). Debarment or suspension may be required under FAR Subpart 9.4 for submittal of a false certificate of indirect costs.

FIRM: _____

SIGNATURE: _____

NAME OF OFFICIAL: _____

TITLE: _____

DATE OF EXECUTION: _____

G.8 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72) (OCT 2000) DEVIATION

(a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain post-award functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:

(1) Review the contractor's compensation structure and insurance plan.

(2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.

(3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.

(4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.

(5) In connection with Cost Accounting Standards:

(A) Determine the adequacy of the contractor's disclosure statements;

(B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;

(C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and

(D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.

(6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.

(7) Perform surveillance, resolve issues, and establish any necessary

agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.

(8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/ decisions to the contracting officer upon execution.

(c) The FACO for this contract is:

TBD
Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, DC 20460 MC 3805R

G.9 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.10 ANNUAL ALLOCATION OF NON-SITE SPECIFIC COST REPORT

The contractor shall submit an Annual Allocation of Non-Site Costs report in accordance with Attachment 5 “Reports of Work”.

G.11 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned _____. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

__TBD_____

G.12 DECONTAMINATION OF GOVERNMENT PROPERTY (EPAAR 1552.245-70) (APR 1984)

In addition to the requirements of the "Government Property" clause, the Contractor shall certify in writing that any Government-furnished property or Contractor-acquired property is returned to the Government free from contamination by any hazardous or toxic substances.

G.13 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

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

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

(2) The facts warrant an equitable adjustment.

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

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

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

G.14 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUN 2003) DEVIATION

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

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

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

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

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

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements

supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.

2. An item(s) description, quantity and estimated cost.

3. Certification that no like contractor facilities exist which could be utilized.

4. A detailed description of the task-related purpose of the facilities.

5. Explanation of negative impact if facilities are not provided by the Government.

6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).

7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

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

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor,

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

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

5. RECORDS OF GOVERNMENT PROPERTY.

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

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

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

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

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

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

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

The contractor's records shall indicate the completion date of the inventory.

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

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

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

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

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

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

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

f. Distribution shall be as follows:

Original to:	EPA CO
1 copy:	DCMC PA

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

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

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

a. Identification of Excess Property. The disposition process begins with

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

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

c. Disposition Instructions.

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

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

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

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

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

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

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

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

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

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

EPAAR 1552.245-73, Attachment 1

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

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

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

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a

system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is $25,000 or more.

G.15 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

The contract property administrator

Defense Contract Management Agency (DCMA)

_TBD_____

_____

_____

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

G.16 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement will be incorporated as an Attachment at time of award.

G.17 FISCAL YEAR 2004-2005 AGENCY SMALL BUSINESS SUBCONTRACTING GOALS

Subcontracts	Dollar Value	Goal
Small Business	$100 Million	50.0%
Small Disadvantaged Business (8(a) and SDB)	$ 40 Million	20.0%
Woman-Owned Small Business	$ 15 Million	7.5%
HubZone Small Business	$ 6 Million	3.0%
Service Disabled Veteran Small Business	$ 6 Million	3.0%

G.18 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for

Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practical, utilize environmentally preferable practices in their course of business. This includes, but is not limited to, doing those environmentally-related activities and purchasing those products listed in Attachment 11 of the solicitation entitled Reports of Work.

H.2 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 (202) 260-5113.

(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.3 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(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).

(b) *Prohibition.*

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 not to allow the duplication of final documents for use by the Agency. 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), so long as such pages do 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. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(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, so long as such pages do 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. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(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 limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(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.4 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (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, 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 (e), unless otherwise authorized by the Contracting Officer.

H.5 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.6 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICTS OF INTEREST

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing “Not Applicable” rather than by making no response.

The Contractor shall forward a copy of the company’s answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be

opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is "yes", describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.

2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.

3. With whom has this potential conflict of interest been discussed(include EPA personnel, legal advisors, etc.)?

4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.

5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

H.7 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

At the time the Contractor acknowledges receipt of the Task Order or similar tasking document or within twenty (20) calendar days of receipt of a TO or similar tasking document, the Contractor shall provide the Contracting Officer with a conflict of interest certification. Where TO's or similar tasking documents are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, 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 TO or relating to this TO,

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 TO or other work relating to this site.

H.8 TECHNICAL DIRECTION DOCUMENT CONFLICT OF INTEREST NOTIFICATION

Within 20 days of receipt of the Technical Direction Document (TDD), the Contractor shall provide the Contracting Officer (CO) with a conflict of interest (COI)certification. Where TDDs are issued for work on or directly related to a site, the Contractor is only required to provide a COI certification for the first TDD issued for that site. For all subsequent work on the site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional COI certifications are required.

Before submitting the COI certification, the Contractor shall search its records accumulated, at a minimum, over the past three (3) years immediately prior to the receipt of the TDD. 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 CO 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 TDD or relating to this TDD, 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 TDD or other work relating to this site.

H.9 LIMITATION OF FUTURE CONTRACTING (START) (EPAAR 1552.209-74) (APR 2004) ALTERNATE II (APR 2004) DEVIATION

(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) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the Task Order technical direction document and for a period of five (5) years after the completion of the technical direction document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously

performed work for the EPA under this contract.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide to EPA cleanup services (e.g., Emergency and Rapid Response Services (ERRS) contracts) within the Contractor's START assigned geographical area(s), either as a prime Contractor, subcontractor, or consultant.

(2) Unless an individual design for the site has been prepared by a third party, it will not provide to EPA as a prime contractor, subcontractor or consultant any remedial construction services at a site where it has performed or plans to perform START work. This clause will not preclude START contractors from performing construction management services under other EPA contracts.

(3) It will be ineligible for award of ERRS type activities contracts for sites within its respective START assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA’s performance of Superfund Headquarters policy work, including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) 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.

(g) 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.

(h) 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 (h) 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.

(i) 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.

(j) 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.10 CONTRACTOR DISCLOSURE REQUIREMENTS FOR FUTURE CONTRACTING REQUESTS

In accordance with the Limitation of Future Contracting clause, the Contractor shall, in submitting requests for consent for future contracting efforts, answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the contracting effort in question, the Contractor shall reply by writing “Not Applicable” rather than by making no response.

The Contractor shall forward a copy of the company’s answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the Contractor who will forward them to the Contracting Officer. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the requests will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer’s decision to the subcontractor.

1. Describe all aspects of the work to be performed and whether that work will impair or affect the company’s objectivity in performing work on your EPA contract. Explain. Also address whether:

(a) The work to be performed involve matters which might require the company to formulate and express opinions on technical theories, or as to the principles which should be applied?

(b) The work involve searching land records for responsible parties or designing and working with documents and witnesses used or intended for use in litigation?

(c) If the company wishes to enter into a subcontract agreement and will perform only limited portions of the work, describe--in specific terms--the nature of the work to be performed by the company as a subcontractor and by the prime contractor.

2. If the company is bidding on site-specific work, list all of the site(s) involved (if possible).

(a) For each site, provide a specific address which notes the EPA region the site is in as well as the county and state where the site is located.

(b) If the site is known by several different names, list each of those names.

3. If the work is not site-specific, at what facility is it projected the majority of the work will be conducted?

4. What is the estimated dollar amount and period of performance of this future contracting effort?

5. With whom has this future contracting effort been discussed (include EPA personnel, legal advisors, etc.)?

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this request for future contracting consent.

H.11 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.12 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In order to perform duties under the contract, the Contractor will need to be

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

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

H.15 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.16 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

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

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

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

(2) The Contractor shall permit access to and inspection of the Contractor's

facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

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

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

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

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

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

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

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

(2) The facts warrant an equitable adjustment.

H.17 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (MAR 2001) DEVIATION

(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 Agency contractors and other federal agencies and their contractors tasked with recovery, or 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)and/or Sec. 311(c) of the Clean Water Act (CWA), as amended by the Oil Pollution Act of 1990 (OPA) (33 U.S.C. 1321(c));

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising and representing the Agency or other federal agencies in procedures for the recovery of Superfund expenditures and costs and damages to be deposited to the Oil Spill Liability Trust Fund (OSLTF);

(3) To the U.S. Department of the Treasury and contractors employed by that department for use in collecting costs to be deposited to the Superfund or the OSLTF;

(4) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), OPA Sec.1002 (33 U.S.C. 2702), or CWA Sec. 311 (33 U.S.C. 1321) and their insurers or guarantors ("Potentially Responsible Parties")for purposes of facilitating collection, settlement or litigation of claims against such parties;

(5) To other Agency contractors who, for purposes of performing the work required under their respective contracts, require access to information that the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the CWA (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.); CERCLA (42 U.S.C. 9601 et seq.); or the OPA (33 U.S.C. 2701 et seq.)

(6) 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;

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

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

(9) 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;

(10) To Agency contractor employees engaged in information systems analysis,

development, operation, and maintenance, including performing data processing and management functions, for the Agency; and

(11) 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, CBI shall only be released under subparagraphs (1),(2), (3),(4),(5), (6),(7), or (10) pursuant to a confidentiality agreement.

(d) With respect to EPA contractors, EPAAR 1552.235-71 will be used as the confidentiality agreement. With respect to contractors for other federal agencies, EPA will expect these agencies to enter into similiar confidentiality agreements with their contractors. 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, the CWA, or the OPA. 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.18 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

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

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

H.19 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential and shall not be disclosed to anyone other than Environmental Protection Agency employees or to the Department of Justice without the prior written approval of the Contracting Officer’s Representative (COR). Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

H.20 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.21 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.22 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.23 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, task order or technical direction document as appropriate. A Task Order Project Officer or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her Task order 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 Task order 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, Task order 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, Task order or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, Task order 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.24 TECHNICAL DIRECTION DOCUMENTS

A. When warranted by an emergency, a Technical Direction Document (TDD) may be issued verbally under a task order issued pursuant to this contract. This verbal authorization may be made by the EPA On-Scene Coordinator (OSC), Project Officer (PO), Deputy Project Officer (DPO), or Contracting Officer (CO). The Contractor shall begin work immediately upon receipt of a verbally-issued TDD. Overtime required during an emergency action will be authorized by the OSC. A written TDD must then be issued within five (5) calendar days by the PO or DPO. The TDD shall indicate the date on which the TDD was verbally issued.

B. If the purpose of a TDD is to revise efforts specified by a previous TDD, the TDD shall specifically reference the prior TDD and the effort being revised.

C. The Contractor shall acknowledge receipt of each TDD or Task Order (TO) by returning a signed copy of the TDD/TO to the issuing official within five (5) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a TDD/TO. The Contractor may acknowledge receipt electronically through an EPA authorized electronic signature system in place of providing a signed hard copy of the TDD/TO.

D. For any TDD requiring preparation by the Contractor of a project work plan, the TDD will outline the details for the submission of the project work plan (i.e., submission date, approval date). When required, project work plans should be submitted to the PO.

E. Each TDD will include the following:

A. Numerical Designation of the TDD
B. Cost Center
C. Estimate of Required Labor Hours
D. Estimated TDD Dollar Amount
E. Source of Funds (I.e., CERCLA, OPA, CEPP)
F. EPA Site Identification Number, 2 Digit EPA SS ID and 9 Digit CERCLIS #, If Applicable
G. Site Name, City, County, and State
H. Overtime Approved (See above for Required Authorization)
I. Period of Performance
J. Reference Information
K. Descriptive Title to Tasks
L. Specific Tasks, Including Anticipated End Product(s)
M. Interim Deadlines, Including Completion Dates for Each Specific Effort
N. Desired Report Format
O. Comments
P. Signatures and Dates
Q. Descriptor (For Contractor Use)
R. Distribution (The CO Shall Be Included on the Distribution of All TDDs Issued under this Contract)
S. Priority
T. Conflict of Interest Search
U. Schedule of Deliverables

F. Upon Completion of all tasks within a given TDD, the Contractor shall submit a final Acknowledgment of Completion (AOC) to the PO/DPO for approval. A copy of the AOC shall also be submitted to the CO. AOCs shall include the following information:

A. Cost Center
B. AOC Number
C. Response Type
D. Original Authorized Budgets
E. Actual Total Budgets
F. PO/DPO Action
G. Comments
H. Signatures and Dates
I. Distribution

G. TDDs shall not allow for any change to the terms or conditions of the contract. Where any language in the TDD may suggest a change to the terms or conditions, the Contractor shall immediately notify the PO and the CO.

H.25 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

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

_TBD_____
_____
_____

(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) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar 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.26 AWARD TERM INCENTIVE GUIDANCE

As described below, the contract period of performance may be extended if the contractor earns a contract award term based on performance as evaluated by the Government in accordance with Attachment 7 to the solicitation entitled "Award Term Incentive Plan."

1) Period of Performance: The contract period of performance is from the effective date of the contract through the potential **84 months (inclusive of two twenty four-month earned Award Terms).** These additional award terms will be awarded by the government based on overall contractor performance as evaluated in accordance with the Award Term Incentive Plan. The performance periods are given as follows:

Base Period:	**36 months - 3 years**
Award Term I:	**24 months - 2 years**
Award Term II:	**24 months - 2 years**

2) Award Term Incentive Plan: The Award Term Incentive Plan provides for the evaluation of both technical and cost performance, and serves as the basis for any Award Term decisions. The Award Term Incentive Plan may be unilaterally revised by the government and re-issued to the Contractor at least sixty (60) days prior to the commencement of any Award Term evaluation

period. Any changes to the Award Term Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions. An Award Term Determination Official (ATDO) shall be appointed by the government and is responsible for the overall award term evaluation and award term decisions. The ATDO will unilaterally decide whether or not the contractor has earned an award-term extension. For this contract, the ATDO will be the **Chief of the Regional Contracts Management Section**.

3) Government's right to Cancel the Award Term Incentive: The Government has the unilateral right to cancel the Award Term Incentive in this contract if:

1. the contractor has failed to earn an award term by the end of the **third year** of contract performance;

2. if, after earning its first award term, the contractor fails to earn an award term in any succeeding year of contract performance;

3. the services are no longer needed.

Cancellation of an Award Term that has not yet commenced for any of the reasons set forth in this clause shall not be considered either a termination of convenience or a termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the CO determines that either condition (1) or (2) above apply, and cancels the award term incentive, then the resulting unilateral modification will cite this clause as the authority.

4) Award Term Incentive Administration: The award term evaluation will be completed in accordance with the schedule given in the Award Term Incentive Plan. Award term decisions that affect the period of performance will commence at the end of the base period and at the end of contract year **five**.

5. Award Term Incentive Decisions: For evaluation purposes, at months **34** and **58**, the contractor's rating must be a "Good" or above to be awarded an award term.

6. Automatic Re-competition Decision: The contract will be automatically re-competed at the conclusion of the Base Period if the contractor fails to earn an award term. The contract will also be re-competed if the contractor fails to earn the second award term at the end of year five.

7. Review Process: The Contractor may request a review of an award term decision. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of an award term decision. Award term decision reviews will be conducted by:

U.S. Mail Only:

U.S. EPA
Service Center Manager
Emergency Response Service Center (ERSC)

Mail Code 3805R
1200 Pennsylvania Ave, NW
Washington, DC 20460

Hand Carry or Courier:

U.S. EPA
Service Center Manager
Emergency Response Service Center (ERSC)
Room 61137
1300 Pennsylvania Ave, NW
Washington, DC 20004

H.27 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

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

H.28 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

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

(b) Contractor personnel under this contract shall not:

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

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

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

(C) Employee Relationship:

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

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

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

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

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

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

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

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

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

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

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

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

(ii) countermand any communication regarded as a violation,

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

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

H.29 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

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

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

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

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

H.30 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

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

H.31 ELECTRONIC SIGNATURES (EP-S 00-01) (SEP 2000)

As authorized by the current EPA Procurement Policy Notice on Electronic Signatures (see URL<http://www.epa.gov/oam/ptod/> for latest version), the Government and Contractor agree to accept each other’s electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the

ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only. [*List types of documents, or insert "None."*]

_____
_____
_____

At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents. [*List types of documents, or insert "None."*]

_____
_____
_____

Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

H.32 EPA REGIONAL CROSSOVER

(a) In the event of the Contractor's potential or actual conflict of interest in conducting a specific task order or similar tasking document (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region's contractor.

(b) The Contractor agrees to accept task orders or similar tasking documents for services within any other Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in this contract. If services to be performed in another region are ordered by the Government, the required response time and other terms and conditions for that support service shall be mutually agreed upon by the Contractor's representative and the EPA Contracting Officer at the time of the placement of the task order or other taking document.

H.33 TRANSBOUNDARY EFFORTS

The Contractor shall provide support activity in a foreign country in accordance with the contract Statement of Work to the extent that there is

domestic legal authority to provide such support activity, a request from the foreign government, and to the extent that such support activity is authorized by, and consistent with, an international agreement between the government of the U.S. and the government of the foreign country. The Contractor is advised that it may be subject to applicable foreign law while performing such support activity in the foreign country and the Contractor is responsible for ensuring that it complies with all relevant requirements of the foreign country that are necessary to perform such support activity in those countries.

H.34 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA)

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the contractor, for liability under any provision of CERCLA. Furthermore, if the contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under this contract.

The disclosure of any potential conflicts of interest as required in the CONFLICT OF INTEREST NOTIFICATION of this contract shall not be construed or interpreted as an admission by the contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the contractor of any defenses if may have or may wish to assert in any action by the Government under CERCLA.

H.35 RESPONSE TIME

The contractor shall mobilize and be on their way to an emergency as within two (2) hours of notification by the contracting officer, project officer or On-Scene Coordinator.

H.36 HEALTH AND SAFETY

(a) The nature of the work to be performed under this contract is inherently hazardous.

(b) In performance of work under this contract the Contractor shall, as a minimum, satisfy all Federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety. The contractor shall implement and manage a Health and Safety Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) (29 CFR 1910.120/121) for activities at hazardous waste sites.

H.37 PUBLICITY (EPAAR 1552.237-74) (APR 1984) DEVIATION

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news

media.

(c) The Contractor shall not represent itself as EPA to outside parties. To maintain public trust and to not mislead the public, the Contractor shall, when communicating with outside parties, explain that it is an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

H.38 SAMPLE COLLECTION, DATA MANAGEMENT, REVIEW, TRACKING AND REPORTING REQUIREMENTS

Sample Collection, Data Management, Review, Tracking, and Reporting Requirements

1. SCRIBE software is designed to be used for the management (including, but not limited to sample collection, tracking, review, site visualization, and decision making) of all project information including all field and laboratory data.

(a) The contractor shall use SCRIBE software to manage the sample collection, documentation, and submission of all relevant reports for Emergency Responses, Removal Site Evaluations, and Time-Critical Removal Actions. The US EPA's on-site representatives may mandate use of Portable Digital Assistant (PDA) technology, using SCRIBLETs software, in implementing SCRIBE.

(b) The US EPA's on-site representatives may mandate use of FORMS II Lite™ software in addition to SCRIBE software for use during Emergency Responses, Removal Site Evaluations and Time-Critical Removal Actions.

(c) Current versions of the SCRIBE and SCRIBLETs software can be found at: http://www.epaosc.org/Scribe.

2. The Forms II Lite™ software is designed to capture information to generate sample reports in the field (e.g., chain of custody (COC) Forms, sample labels and bottle tags) and to transmit the information to other systems.

(a) The contractor shall use FORMS II Lite™ to manage the sample collection, documentation, and submission of all relevant reports for all Remedial Site Assessment, Integrated Assessment, and Non-Time Critical Removal Actions.

(b) The contractor shall use the FORMS II Lite™ software to generate and submit COC Forms in accordance with established regional guidance. Exact procedures and instructions on the development and submission of electronic traffic reports are available on the Office of Superfund Remediation and Technology Innovation's (OSRTI) Contract Laboratory Program (CLP) web page at:
http://www.epa.gov/superfund/programs/clp/f2lite.htm

(c) The contractor shall follow regional guidance for the information that is to appear on sample labels generated using Forms II Lite™. This will require setting up a label template to print the specified information. Setting up the label template should be a one time set-up and would only

require changes if the regional guidance is updated. Site names and/or locations shall not be provided to CLP or non-CLP laboratories, to avoid any real or perceived conflict-of- interest with a laboratory analyzing US EPA samples.

(d) In case of catastrophic equipment failure, such as a computer or printer failure, hardcopy COC Forms (not generated by FORMS II Lite™) shall be used by the contractor, but this should be a rare occurrence. Hardcopy COC Forms for use in case of catastrophic equipment failure are available at:
http://www.epa.gov/superfund/programs/clp/trcoc.htm

3. Staged Electronic Data Deliverable (SEDD) is designed to provide a uniform electronic format for submission of analytical data from laboratories. Automated Data Review (ADR) software is a program designed to electronically review analytical data received in the SEDD format.

(a) For all analytical services procured through the contractors' laboratory or through a subcontracted laboratory under this contract, the laboratory shall report data using the SEDD format. The minimum requirement for the laboratory is the delivery of a SEDD Stage 2a deliverable. Electronic deliverables meeting SEDD Stage 2b and Stage 3 requirements are also acceptable and encouraged. Data from microbiological, physical, and bio assay tests are not required to be delivered in the SEDD format.

(b) Once the electronic data files have been received from the laboratory, the contractor must electronically review the files using qualified personnel to meet project data quality requirements using the US Army Corps of Engineers Automated Data Review (ADR) software or equivalent. The ADR software shall be provided by US EPA to the contractor. The original electronic data (in the SEDD format), specifications for data review, and results of the automated data review shall be provided to US EPA upon request.

(c) In emergency response situations where rapid transmittal of initial analytical data is required, the data may be delivered directly to US EPA. The initial data shall be followed by data delivered in the SEDD format from the laboratory, with contractor review, using the ADR software or equivalent.

(d) Information on SEDD can be obtained at:
http://www.epa.gov/superfund/programs/clp/sedd.htm

4. US EPA also mandates that all analytical services used by Superfund be reported to the Analytical Services Tracking System (ANSETS).

(a) For all analytical services procured through the contractors' laboratory or through a subcontracted laboratory under this contract, the contractor shall report these analytical services used for non-CLP work to ANSETS. Non-CLP sampling data is generated by a contractor or subcontractor at mobile and/or in-house laboratories. Requirements for field screening are determined by the Regions. Waste profile data is exempt from this requirement.

(b) The FORMS II Lite COC Form captures the essential ANSETS data and is the most direct and effective way for the contractor to meet ANSETS requirements. The electronic COC Form shall be submitted according to instructions provided at:
http://www.epa.gov/superfund/programs/clp/ansets.htm

(c) For short-term projects, that are typically completed in less than one week, the contractor shall submit the FORMS II Lite™ COC Forms within five (5) business days of completing the field work and/or completing the shipment of samples to the laboratories. For long-term projects, that last longer than one week, the contractor shall submit FORMS II Lite™ COC Forms, at least once per week, typically starting at the end of the first week, or as soon as is reasonably practicable, but on a regular schedule.

(d) Other less preferred alternatives for submitting data to ANSETS:

(i) Web-Based Submission Form - Contractors can submit the ANSETS data by completing the web-based form and submitting the data via the Internet (see website below) on a regular schedule.

(ii) ANSETS Standalone Desktop Application- Contractors submit the ANSETS data to the Regions on a quarterly basis. The Regions use the desktop application to manage and submit the ANSETS data to the Office of Superfund Remediation and Technology Innovation (OSRTI) on a quarterly basis.

(iii) Batch Submissions - Contractors submit the ANSETS data to Regional tracking systems on a quarterly basis. The Regions then batch the ANSETS data and submit it to OSRTI on a quarterly basis.

Detailed instructions on submitting ANSETS data are provided at the following web address: http://www.epa.gov/superfund/programs/clp/ansets.htm

The Contractor will utilize this web page for guidance and for updates of future changes to the non-CLP tracking requirements.

5. The contractor shall provide the necessary equipment (e.g., laptops, portable printers, "SCRIBE- compatible" PDAs (i.e. Palm OS at present, but Pocket PC devices in the future.)) and internet browser software (e.g., Internet Explorer) necessary to support these systems. US EPA will provide SCRIBE, SCRIBLETs, FORMS II Lite™, and ADR software, as well as the ANSETS reporting and SEDD format requirements to the contractor.

6. Exceptions to these requirements shall only be waived by the Contracting Officer.

H.39 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (EP-S 00-02) (SEP 2000)

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

Name: Corinne M. Sisneros

Address: 1200 Pennsylvania Avenue, N.W. 3801R
Washington, D.C. 20460
Telephone Number: (202) 564-4321
Facsimile Number: (202) 565-2473
E-Mail Address: <sisneros.corinne@epa.gov>

H.40 LOCATIONAL DATA POLICY

The contractor shall comply with all requirements related to the United States Environmental Protection Agency's Locational Data Policy (LDP). The EPA LDP ensures the collection of accurate, consistently-formatted, and fully-documented locational coordinates for facilities, sites, monitoring points, and observation points regulated or tracked under federal environmental programs within the jurisdiction of the EPA. The LDP establishes principals for collecting and documenting geodetic coordinates defined in terms of latitude and longitude (lat/long). In addition to these locational data, the LDP requires documentation of specific information regarding the method used to measure lat/long coordinates, the accuracy of the measurement, and a description of the place where the lat/longs were taken. In order to effectively implement the LDP policy, the contractor must collect and document the following information:

- Latitude/Longitude Coordinates

Latitude and longitude coordinates must be provided in accordance with the Federal Interagency Coordinating Committee for Digital Cartography (FICCDC) recommendations. The coordinates must define a point, line or area, according to the most appropriate data type for the entity being represented (i.e., singly or multiple times).

- Methodology Description

The specific method used to determine lat/long coordinates shall be described (i.e., remote sensing techniques, map interpolation, cadastral survey).

- Textual Description

Each item shall also be described in written text to which the lat/long coordinates refer (i.e., north-east corner of the site, entrance to the facility, point of discharge).

- Estimation of Accuracy

Measurements of accuracy related to lat/long coordinates shall be estimated in terms of the most precise units of measurement used.

Accuracy should be 25 meters or better for all new data collected after December 31, 1991 and all existing data by December 31, 1995.

Further guidance related to the LDP policy can be found in EPA Publication 220 B-92-008 (March 1992) entitled, "Locational Data Policy Implementation Guidance: Guide to the Policy" which was developed by the Administration and Resources Management Division (PM-211D).

H.41 BACKGROUND CHECKS FOR EPA CONTRACTORS PERFORMING SERVICES (EP-S 04-01) (FEB 2004)

(a) The requirements of this clause apply to the successful awardee(s).

(b) *Definitions*. For purposes of this clause, the following definitions apply:

(1) *Sensitive Site*: A "Sensitive Site" is a site that the Environmental Protection Agency (EPA) determines to have significant security concerns. Examples of sites that would be considered sensitive are sites that involve law enforcement activities, any indoor cleanups (including household residences), drug lab cleanups, and response actions at geographically sensitive locations such as military installations and government buildings.

(2) *Suitability Criteria*: "Suitability Criteria" refers to pertinent information obtained through background checks used to identify character traits and past conduct that are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract or subcontract for EPA, without undue risk to the interests of the Government.

(c) *Contractor Responsibility*: Contractors are responsible for performing background checks and applying the Government's suitability criteria, identified in paragraph (e)(2) of this clause, on every employee before the individual employee(s) may perform on-site contract services for the EPA. Contractors shall provide only those employees that meet the Government's suitability criteria identified in paragraph (e)(2). Background checks must be performed only once by the successful awardee for the period of performance of the contract.

(d) *Background Check.* Contractors are responsible for conducting background checks on every employee participating on-site in a response action under the contract. The coverage of the background check must include, at a minimum, a check of the criminal history through national, state, and county law enforcement jurisdictions. Additionally, the check must provide sufficient information to permit the contractor to apply the Government's suitability criteria.

(e) *Suitability Determination Criteria*. (1) EPA has established a two tier suitability criteria methodology. The first set of suitability criteria, provided in paragraph (e)(2)(i) below, apply to contract employees at Sensitive Sites. The second set of criteria in paragraph (e)(2)(ii), apply to contract employees working at "All Other Response Sites." An event will be designated as a "Sensitive Site" by the Contracting Officer in the contractual tasking document, or by the On-Scene Coordinator, as the situation warrants.

(2) The following are the suitability criteria for the two tiers.

(i) Sensitive Sites:

- Must be a U.S. citizen,
- No convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United States, intelligence or counterintelligence activities, including development of defense plans or policies, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.
- No weapons offense in the last ten (10) years,

- No felony conviction in the last seven (7) years,
- No misdemeanor conviction in the last five (5) years,
- No convictions for three (3) separate offenses in the last ten (10) years (excluding traffic offenses),
- Not a fugitive from justice,
- Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at: www.epls.gov

(ii) All Other Response Sites:
- Can be a non U.S. citizen with a valid visa,
- No convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United States, intelligence or counterintelligence activities, including development of defense plans or policies, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.
- No weapons offense in the last five (5) years,
- No felony conviction in the last three (3) years,
- Not a fugitive from justice,
- Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at: http://epls.gov

(f) *Waivers*. (1) Contracting Officers, on a case-by-case basis, may, either temporarily or permanently, waive the requirements of this clause if they determine, in writing, that background checks and suitability determinations are not necessary at a specific location, or for a specific individual, in order to protect the Government's interests.

(2) If an employee’s background check does not meet the suitability criteria in paragraph (e)(2), but the contractor wants the employee to work on the response site, the contractor must apply for a waiver. To initiate the waiver process, the contractor must submit in writing the background report on the employee and an explanation of the need for the employee for further review and approval by the Agency before the employee performs contract services for EPA. The contracting officer will notify the contractor of the Agency decision within five (5) days of receipt of the contractor’s request for a waiver. The contractor shall submit its request to the Director, Superfund/RCRA Regional Procurement Operations Division at:

By Mail:
U.S. Environmental Protection Agency
Director, Superfund/RCRA Regional Procurement Operations Division
Mail Code 3805R
1200 Pennsylvania Avenue, NW
Washington, DC 20460

By Courier/Hand Carried:
U.S. Environmental Protection Agency
Director, Superfund/RCRA Regional Procurement Operations Division
Bid and Proposal Room
Ronald Reagan Building, 6th floor, Room 61107
1300 Pennsylvania Avenue, NW

Washington, DC 20004
The Bid and Proposal Room hours of operation are 8:00 AM - 4:00 PM weekdays, except Federal holidays.

(g) *Employee Removal*. Whenever a contractor becomes aware that any employee working at a response location under an EPA contract commits a criminal act or otherwise becomes ineligible for performance under the suitability criteria, the contractor shall immediately remove that employee from the site, notify the Contracting Officer that such a removal has taken place, and replace the employee with a qualified substitute, at no additional cost to the Government.

(h) *Contractor Notification*. Prior to commencement of contract performance, the contractor shall notify the contracting officer, in writing, that the background checks and application of the suitability determination criteria, as set forth in paragraph (e)(2) above, have been completed for affected individuals.

(i) *Flowdown Provision*. The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

(j) *Current Background Checks*. Background checks performed within one (1) year prior to the date of contract award may be utilized to fulfill the requirements of this clause. Contractors may utilize the recent background checks to apply the suitability criteria and make a determination whether an individual is acceptable for performance.

(k) *Record Retention*. Contractors are required to maintain records of background checks for four (4) years, and to make them available to the Government upon request.

(l) *Review of Contractor Files*. Periodically, EPA will review contractor background check files to verify compliance with this clause and application of the Agency's suitability determination criteria under paragraph (e), above.

H.42 DRUG-FREE WORKFORCE

(a) The requirements of this clause apply to successful awardee(s) of the contract who will be performing response contracts where there are significant security concerns where the Agency's interests would best be protected through drug testing of contractor employees. The Contracting Officer or On-Scene Coordinator will designate significant security concerns in the contractual tasking document, as the situation warrants. Paragraph (d)of this clause requires the CO to identify prime contractor site(s). This clause applies to all subcontracts under this contract.

(b) Definitions. As used in this clause, the terms "controlled substance, "employee", and "directly engaged" are as defined in FAR 23.503. A site with significant security concerns is a site that the Environmental Protection Agency (EPA) determines to have significant security concerns. Examples of sites that would be considered sensitive are sites that involve law enforcement activities, any indoor cleanups (including household residences), drug lab cleanups, and

response actions at geographically sensitive locations such as military installations and government buildings.

(1) The Contractor shall ensure that every employee who performs on-site response work and on-site related activities is sober, mentally alert, and possesses the physical attributes (e.g., stamina, agility, visual acuity) required to perform the assigned tasks safely. Paragraph (c) identifies or describes the on-site field staff employees and on-site project support staff who must be tested by the Contractor for the presence of marijuana, cocaine, opiates, amphetamines, phencyclidene (PCP), and any other controlled substances. Only those contractor employees who have been tested within the previous 90 calendar days may be directly engaged in on-site response work and/or on-site related activities at designated sites with significant security concerns. If an employee has not had a successful drug screening within the previous 90 day period prior to being called to a designated site with significant security concerns, the employee must immediately submit to drug testing as described in paragraph (2)prior to beginning work on the site. If the drug test is positive and the contractor determines that an employee used a controlled substance in violation of applicable law or regulation, the contractor shall not permit the employee to engage directly in any response work or related activity.

(2) If directed by the Contracting Officer, the Contractor shall have drug tests conducted on employees who are currently directly engaged in on-site response work or on-site related activities at designated sites with significant security concerns. Employees who refuse to take the test will be prohibited from performing any on-site clean-up and/or on-site related activities at the site. Employees who do not take or fail the test will be prohibited from performing any on-site response and/or on-site related activities under the contract. Criteria for reinstatement to the contract shall be discussed and agreed upon by the contractor and the Contracting Officer. Employees to be assigned in the future to perform on-site response and/or on-site related activities at designated sites with significant security concerns must test negative for the presence of the specified controlled substances prior to being assigned by the Contractor to perform such work.

(3) The drug tests performed on the contractor employees shall conform to the Mandatory Guidelines for Federal Workplace Drug Testing Programs first published by the Department of Health and Human Services in the Federal Register on April 11, 1988 (53 FR 11979, and revised on June 9, 1994 (59 FR 29908), on November 13, 1998 (63 FR 63483), and on April 13, 2004 (69 FR 196440); and Procedures for Transportation Drug Testing Programs, 49 CFR Part 40. References to "DOT " shall read, as "EPA" and the split sample method of collection shall be used.

(c) The contractor personnel who must be tested for controlled substances are [insert names or describe labor categories in the specific tasking instrument].

(d) The Contractor shall insert a clause substantially the same as this clause, including this paragraph (d), in all subcontracts in which work is to be performed at or related to (Fill in name of site in the specific tasking instrument].

H.43 SITE SPECIFIC TRAVEL

APPLICABLE TO COST REIMBURSEABLE SITE SPECIFIC TRAVEL

(1) Travel--Except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

(2) The Contractor may be required to furnish to the Contracting Officer documentary proof of every travel expenditure that exceeds $75.00, including receipts for common carrier transportation expenditures. Bona fide lodging receipts may be required to be submitted by the Contractor along with the monthly invoices.

(3) The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

(4) To the maximum extent practicable consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bona fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost. The Contractor shall submit request, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

H.44 RETENTION AND AVAILABILITY OF CONTRACTOR FILES (LOCAL LW-04-02) (DEC 2001)

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION (APR 1984)" wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Governments's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of

the 3 year period stated in the clause "AUDIT-NEGOTIATION (APR 1984)." (See FAR 4.703(b)(1))

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until:

(1) All litigation involving the records has been finally settled and approval is obtained from the CO; or

(2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained.

In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research andmake available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

H.45 EXPERT TESTIMONY (LOCAL LW-37-17) (DEC 2001)

From time to time, the Government may have the need for expert testimony during enforcement proceedings for a given site where the Contractor provided services. In the event such services are required during the term of this contract, such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

H.46 FUTURE EXPERT CONSULTING SERVICES (LOCAL LW-37-18) (DEC 2001)

It is recognized that, subsequent to the performance period of this contract, the need may arise to provide expert testimony during hearing and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Contractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Therefore, the Contractor agrees to make available expert consulting services in support of such future proceedings, and to enter

into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel. These intent agreements to provide such services in the future serve as notices of intent only. Such services are not purchased hereby and will be obtained through a separate contractual agreement.

H.47 REMOVAL COST MANAGEMENT SOFTWARE SYSTEM (RCMS)

(a) The use of EPA's Removal Cost Management Software System (RCMS) is mandatory to prepare and submit EPA Form 1900-55, Daily Cost Summary Reports, during performance under this contract. **All invoices must be generated directly from the contractor's accounting system. The contractor is prohibited from utilizing RCMS data in the preparation of their invoices.**

(b) Minimum hardware requirements for the system are:

-IBM compatible computer (MS-DOS)
-One 5 1/4" floppy disk drive or 3 1/2" diskette
-4 megabytes of available hard disk space
-640 k bytes RAM
-parallel printer

(c) Minimum software requirements to use the system are:

-MS-DOS Version 5.0 or higher

(d) Initial contractor training of the use of this system will be provided by the EPA.

(e) The cost of this system shall not be reimbursable as a direct cost under this contract.

(f) Contractor will be required to provide archive disks for each task order and/or technical direction document on a monthly basis to the Project Officer (PO) and Administrative Contracting Officer (ACO).

(g) Current archive disks covering the invoice period must be submitted to the PO and ACO with the invoices. All charges on the invoices must also appear on the accompanying EPA Form 1900-55s.

(h) Final archive disk(s) shall be forwarded to the PO within 30 days of the completion of work at the site

H.48 ACCESS RIGHTS AND ACCESS AGREEMENTS

The Government, with assistance and cooperation from the Contractor, shall obtain access rights and access agreements as necessary to fulfill the requirements of the contract.

H.49 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, 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 and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.50 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.51 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)

(a) In accordance with FAR 19.1202-4(a) and EPAAR 52.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

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

Subcontractor Targets			

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

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

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

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

H.52 Contractor Use of POI will be Determined On A Region By Region, Contract By Contract Basis

EPA Region 1 will utilize the Program Office Interface (POI) in administering this START contract. The software required to operate POI is Lotus Notes Database which the contractor shall maintain and provide.

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	JUL 1995	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
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE V (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS ALTERNATE I (APR 1984)
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE III (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-12) (JUN 2003) DEVIATION

(a) *Definitions.*

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.
(2) The making of any Federal grant.
(3) The making of any Federal loan.
(4) The entering into of any cooperative agreement.
(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other

than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional to technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clauses are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action;
or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding $100,000 under a Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

I.4 ORDERING (FAR 52.216-18) (OCT 1995) DEVIATION

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through effective period fo performance.

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

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

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

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities

of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration date of the contract.

I.6 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (JUN 2003) ALTERNATE I (JUN 2003)

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

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive

certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of _____ *[Contracting Officer insert the percentage]* percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

I.7 DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 -- 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence,or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall -- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration --

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about --

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will --

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) though (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

I.8 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.9 NOTIFICATION OF CHANGES (FAR 52.243-7) (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

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

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

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

I.11 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (JUL 2004)

(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) 52.21908, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

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

I.12 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

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

I.13 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

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

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

I.14 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)

1. During the term of this contract, the contractor agrees to post a notice, of such size and in such form as the Secretary of Labor will prescribe, in conspicuous places in and about its plants and offices, including all places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information (except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

NOTICE TO EMPLOYEES

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

pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustments.

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

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NRLB) either at one of its Regional offices or at the following address or toll-free number: National Labor Relations Board, Division of Information, 1099 14th Street, NW., Washington, D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY).

To locate the nearest NRLB office, see NLRB's website at *http://www.nrlb.gov*.

2. The contractor will comply with all provisions of Executive Order 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in Executive Order 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by the rules, regulations, or orders of the the Secretary of the Labor issued pursuant to section 3 of Executive Order 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontractor or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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)

1. PERFORMANCE WORK STATEMENT
2. SITE SPECIFIC INVOICING INSTRUCTIONS SF1034/1035
3. EMERGENCY RESPONSE EQUIPMENT
4. INVOICE PREPARATION INSTRUCTIONS
5. REPORTS OF WORK
6. QUALITY ASSURANCE PROJECT PLAN
7. AWARD TERM INCENTIVE PLAN
8. MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLAN
9. RESPONSE AND KEY PERSONNEL QUALIFICATIONS
10. HEALTH AND SAFETY PLAN
11. ENVIRONMENTALLY PREFERABLE PRACTICES
12. SUBCONTRACTING PLAN
13. INSTRUCTIONS FOR PREPARATION OF TECHNICAL AND COST PROPOSALS
14. TECHNICAL EVALUATION CRITERIA
15. CLIENT AUTHORIZATION LETTER
16. PAST PERFORMANCE QUESTIONNAIRE

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____
_____
_____

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[ ] TIN:_____

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and
does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other_____.

(f) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name_____

TIN_____

K.4 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The offeror represents that it [ ] is, [ ] is not a women-owned business concern.

K.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910 *[insert NAICS code]*.

(2) The small business size standard is 500 Employees *[insert size standard]*.

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

(b) *Representations.*

(1) The offeror represents as part of its offer that it [ ]is, [ ]is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for

general statistical purposes, that it [ ]is, [ ]is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ]is, [ ]is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offferor represents as part of its offer that it [ ]is, [ ]is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that is [ ]is, [ ]is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation.

Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.(1) General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ](i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ](ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking

fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy
between the sexes.

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

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

K.9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

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

K.11 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023)and section 6607 of the Pollution Prevention Act of 1990(PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

[] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[] (ii)The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[] (iii)The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f)(including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[] (v) The facility is not located in the United States or its outlying areas.

K.13 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

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

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

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

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

|__| (1) Certificate of Concurrent Submission of Disclosure Statement.

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

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

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

_____

_____

_____

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

|__| (2) Certificate of Previously Submitted Disclosure Statement.

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

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

_____

_____

_____

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

|__| (3) Certificate of Monetary Exemption.

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

|__| (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

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

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

__

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

|__| YES |__| NO

K.14 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"*Ownership*," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

[ ] Hispanic or Latino.
[ ] Not Hispanic or Latino.

Race

[ ] American Indian, Eskimo, or Aleut.
[ ] Asian or Pacific Islander.
[ ] Black or African American.
[ ] White.

K.15 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984) DEVIATION

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.16 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.17 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	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.219-24	OCT 2000	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- TARGETS

L.2 PROHIBITION OF EMERGENCY AND RAPID RESPONSE SERVICES (ERRS) CONTRACTORS FROM CONTRACT AWARD

An offeror shall not receive an award under this solicitation if it is determined that the offeror is currently a Region _____ Emergency and Rapid Response Services (ERRS) contractor or proposes to use a current Region _____ ERRS contractor as a team subcontractor.

L.3 DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

(a) The Agency has determined that a significant potential conflict of interest would exist if a current Region _____ ERRS contractor is awarded this contract. To be eligible for award, each offeror must demonstrate that it is not currently a Region _____ ERRS contractor.

(b) In addition, the Agency has determined that offerors with a relationship, financial or otherwise, with a current Region _____ ERRS contractor may have a potential conflict of interest. Therefore, offerors responding to this solicitation are requested to disclose any such relationships in their proposal. The disclosure statement must address actual or potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent companies, sister companies, affiliates, subsidiaries, and other interests held by the offeror; generally limited up to third tier relations unless there are potential conflict of interest concerns related to more distant affiliates. Offerors who are determined to have a conflict will be provided an opportunity to submit a plan which describes how any such conflicts will be avoided, mitigated or

neutralized. The Agency will determine an offeror's eligibility for award based on the information provided.

(c) The purpose of requesting the information in paragraph (b) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The fact that an offeror has a relationship with a current Region _____ ERRS contractor will not necessarily disqualify the offeror for consideration for award on the basis of actual or potential conflicts of interest. There is no set formula for determining what relationships would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interests of the Government due to organizational conflict of interest 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, mitigating or neutralizing such conflicts.

L.4 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.5 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Fixed-Rate/Indefinite Delivery Indefinite Quantity (IDIQ)/Award Term type contract resulting from this solicitation.

L.6 SINGLE OR MULTIPLE AWARDS (FAR 52.216-27) (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

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

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

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

L.8 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

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

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

L.9 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.10 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

See Attachment 13 for Cost and Technical Proposal Instructions.

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

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed $_____. 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 _____ contracts and subcontracts completed in the last _____ years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

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

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

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

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

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

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

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

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

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

weakness will be discussed with offerors in the competitive range during discussions.

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

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

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

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

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

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

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

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

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

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

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than **14 days** calendar days after the date of this solicitation. EPA will answer

questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

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

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.14 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR 1552.219-72) (OCT 2000)

(a) Section M of this solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract. The nature of the evaluation of an SDB offeror under this evaluation factor or subfactor is dependent upon whether the SDB concern qualifies for the price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns and whether the SDB concern specifically waives this price evaluation adjustment.

(b) In order to be evaluated under the source selection factor or subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract:

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror who waives the price evaluation adjustment provided in FAR 52.219-23 shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime contractor in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

L.15 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999) DEVIATION

(a) 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.

(b) 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 General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Michelle Barrett

Hand-Carried Address and courier:

Environmental Protection Agency
1300 Pennsylvania Avenue, N.W. (3805R)
Washington, DC 20004

Mailing Address:

Environmental Protection Agency
1200 Pennsylvania Avenue, N.W. (3805R)
Washington, DC 20460

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

L.16 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.17 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 Applicable Set-Aside

Percent of the set-aside: _____

(b) 8(a) Program: Not Applicable

L.18 SUBMISSION OF ORGANIZATIONAL CONFLICT OF INTEREST PLAN (LOCAL LRT-09-04) (DEC 2001) DEVIATION

The offeror shall submit, along with its business/cost proposal, an Organizational Conflict of Interest Plan describing the system that will be employed to identify actual or potential conflict of interest situations that may arise as a result of the work under this contract. The offeror will describe the steps that will be taken to avoid or mitigate an actual or potential conflict. The offeror must address both organization and site specific conflicts of interest for past and future work. This plan shall be developed utilizing **Attachment 8**, "Minimum Standards for EPA Contractors' Conflict of Interest Plans", March 31, 1990, as a guide.

SECTION M - EVALUATION FACTORS FOR AWARD

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

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

(1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.

(2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

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

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service:

The evaluation factors for award will be set forth in Attachment 14 of this solicitation.

M.3 SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR (EPAAR 1552.219-74) (OCT 2000)

Under this factor [or subfactor, if appropriate], offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification System (NAICS) Industry

Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

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

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

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

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

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

M.4 EVALUATION OF CONFLICT OF INTEREST PLAN (LOCAL LC-09-05) (DEC 2001) DEVIATION

The Conflict of Interest Plan, as described in Section L, will be evaluated as acceptable or unacceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror’s cost, an offeror that submits a plan that ultimately is unacceptable after the completion of negotiations will not be eligible for a contract award.

M.5 MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS (LOCAL LRT-09-08) (DEC 2001)

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 under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement 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, that the individual agrees 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. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 1

PERFORMANCE WORK STATEMENT

ATTACHMENT 1

United States Environmental Protection Agency

Performance Work Statement (PWS)

Superfund Technical Assessment & Response Team (START III)

Contracts Formerly Referred to as:
Technical Assistance Team (TAT) (pre 1994)
SUPERFUND Technical Assessment & Response Team (START) (1994 - 2001)
START - 2 (2000 - present)

August 9, 2004

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I. INTRODUCTION

A. PURPOSE

The purpose of the Superfund Technical Assessment and Response Team (START) contract is to provide nationally consistent advisory and assistance services to EPA On-Scene Coordinators (OSCs) and other federal officials implementing Environmental Protection Agency's (EPA) responsibilities under the national response system. These responsibilities are described in the background below. The contractor shall fulfill these responsibilities within the region as well as outside the region on a backup regional response, cross regional response, national response, and international response. The contractor shall be prepared to provide scientific/technical support for EPA activities in furtherance of the agency's primary mission: the protection of human health and the environment. Additionally, the contractor shall provide advisory and assistance services to other programs, such as site assessment, Brownfields, and remedial support activities. For each assigned task, the contractor shall provide appropriately experienced, trained, and accredited personnel with current credentials/certifications as well as all supplies, materials, tools, and equipment necessary to complete the job.

B. BACKGROUND

Under the authority of legislation, Presidential Directives, and promulgated regulations, EPA is responsible for protecting human health and the environment. EPA is delegated authority to undertake removal and remedial response actions with respect to the release or threat of release of oil, hazardous substances, or pollutants and contaminants. The national response system is the principle federal mechanism for responding to releases of hazardous substances and oil, utilizing a multi-layered network of individuals and teams for federal, state and local agencies, and industry.

EPA's role under the national response system is to respond to emergencies within its area of jurisdiction, with respect to the release/discharge or threat of release/discharge of oil, hazardous substances, pollutants, contaminants, or fire or explosion hazard. Under several federal and regional contingency plans, EPA has the responsibility for coordinating all federal, state, local, and private efforts associated with responding to environmental emergencies. EPA is required to respond to nuclear, biological, chemical, radiological (NBCR) events as part of a disaster or counter terrorism/weapons of mass destruction (CT/WMD) incident. EPA supports states and communities in their preparedness and response activities. EPA is responsible for conducting evaluations and cleanups of uncontrolled hazardous substance disposal sites and placing those that are considered to pose a significant threat to human health or the environment on the National Priorities List (NPL).

Site assessment is the first step in determining whether a site meets the criteria for

placement on the NPL. Listing a site on the NPL is one tool among many that are available to EPA and state cleanup program managers to accomplish the cleanup of contaminated waste sites. For additional information, see EPA OSWER Directive 9203.1-06, "Guidance on Setting Priorities for NPL Candidates sites."

Brownfields means real property, the expansion of, re-development or reuse of which may be complicated by presence or potential presence of a hazardous substance, pollutant, or contaminant. The definition of a Brownfields site is found in Public Law 107-118 "Small Business Liability Relief and Brownfields Revitalization Act" of January 11, 2002.

II. TECHNICAL REQUIREMENTS

The technical requirements under this PWS include response, preparedness and prevention, assessment and inspection, technical support, data management, and training. Exhibit A, "Specific Tasks Lists," identifies tasks, which may be performed to satisfy contract requirements.

A. RESPONSE ACTIVITIES

Response activities shall support EPA's obligations for the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Oil Pollution Act (OPA), Stafford Act, Homeland Security Act of 2002, as well as any future laws or regulations promulgated pertaining to EPA's obligations.

The contractor shall maintain a 24 hour, seven day a week, year round response capability to respond to EPA's needs pursuant to the terms of this contract on a regional, backup regional, cross regional, national, and international response (See Exhibit E); provide a list of approved personnel who will perform assigned tasks according to the approved tasking documents; provide appropriately qualified personnel with the appropriate levels of personal protection equipment (PPE) for each response situation (See Exhibit D); provide all necessary equipment in good working condition and trained staff to operate equipment; support the Regional Response Centers (RRC) and Emergency Response Notification System (ERNS) during spills/releases, and periods of multiple emergencies, disasters, and terrorist acts. This includes support for Emergency Operation Centers (EOC) and Disaster Field Offices under the Federal Response Plan (FRP) and National Contingency Plan (NCP).

The contractor shall monitor and oversee response activities, workers, and public safety; be knowledgeable about the Incident Command System (ICS) and assist Federal, state and local responding agencies with the implementation of ICS; and adhere to appropriate safety procedures and advise the On-Scene Coordinator (OSC) on Health and Safety matters.

The contractor shall provide sampling, analytical, field detection/monitoring and Quality Assurance/Quality Control (QA/QC) support, in accordance with applicable methods, procedures and guidelines; document site conditions and compile information and data in a clear and concise manner; conduct data management activities to facilitate documents being readily available for distribution; provide technical advice, findings, facts, recommendations; suggest technical options and review technical submissions, including work plans for EPA and other federal, state and local officials as directed; assist with coordination and communication between Federal, state and local responding agencies, and the public; and be proficient in National Pollution Fund Center (NPFC) Forms.

1. Emergency Response

The contractor shall assist EPA in helping state and local responders plan for emergencies; and maintain response capability to respond to discharges or threatened discharges as defined in Subparts D and E of the NCP.

2. Counter Terrorism Response

The contractor shall provide qualified response personnel proficient in sampling and analysis of NRCB threats; provide personnel proficient in operating/monitoring NRCB equipment and technologies; provide NRCB monitoring and testing equipment and supplies; provide appropriate level of PPE and decontamination methods; provide EPA with expert guidance and recommendations on NRCB response equipment, technologies and protocols; assist EPA in coordinating with key federal partners; and assist EPA in training first responders and providing resources in the event of terrorist incident(s).

3. Oil Spill Response

The contractor shall provide technical advice, findings, facts, recommendations, and options to the EPA's Contracting Officer's Representitive (COR); provide technical support to EPA to achieve the cleanup or removal of released hazardous substances from the environment; support EPA in responding to the release or threat of release of oil or petroleum products; be familiar with oil containment and recovery techniques for inland and coastal waterways; be familiar with Area Plans/Subarea Plans, including sensitive areas; and oversee proper placement and deployment of containment boom, skimming and recovery operations.

4. Federal Disaster Response

The contractor shall provide technical support to EPA in conjunction with

other federal, state or local agencies in the planning and preparedness for natural and man-made disaster response under the FRP or other federally adopted national response plans; provide technical support to EPA in performing Federal Disaster Assistance surveys of damage caused by disasters or assessment of damages to public water or sewage treatment facilities or related environmental problems; and have response personnel trained in Federal Emergency Management Agency (FEMA) damage assessment.

5. Fund-Lead Removal

The contractor shall provide appropriate technical information that details strategies to mitigate the threat to human health and the environment from hazardous substances; provide EPA with technical support in monitoring on-site activities by federal, state, local agencies, and contractor(s) (ie ERRS contractor(s); and provide cost oversight during fund lead removal actions, including EPA, OPA, and USCG NPFC funded responses.

6. Potential Responsible Parties (PRP)

The contractor shall be knowledgeable of CERCLA§107, Potentially Responsible Parties (PRP) and Clean Water Act (CWA) (See Exhibit B); provide technical and administrative support to EPA for identification and notification of PRP related to a release on a site or facility (See Exhibit A); assist in preparing PRP objectives for site cleanup and work requirements (See Exhibit A); and review PRP work plans, monitor work to ensure that the assessment or cleanup activities are performed correctly and in accordance with applicable statute(s), the NCP, agency goals, and any other relevant law or regulations (See Exhibit B).

7. Minor Containment

Minor containment responses require all necessary response actions completed at the site or provide temporary stabilization prior to the mobilization of other responders. A minor containment response usually does not exceed 40 hours per assignment. The minor containment is a result of CERCLA 104(b) activities (pre-removal and investigatory activities) or NCP 300.305 (Phase II activities) for oil spill responses.

The contractor shall contain and stabilize minor releases of oil or hazardous substances, such as leaking containers (55 gallon drums, barrels, and smaller containers), oil discharged to waterways, or spills to soil; be capable of deploying sorbent booms in water bodies, building small dams to interrupt the flow of contaminants; be capable of emergency pumping over packing, hand bailing, or hand

excavation; identify and advise EPA that a minor containment will either entirely address/complete the response or will provide necessary short-term stabilization until other responders arrive; and have EPA preapproval for initial minor containment activities and containment activities which exceed 40 hours.

B. PREPAREDNESS AND PREVENTION ACTIVITIES

Preparedness and planning activities involve contingency planning, counter terrorism/domestic preparedness and prevention, chemical emergency preparedness and prevention, risk management planning, voluntary chemical safety review, chemical safety audits, oil spill preparedness and prevention, and continuous release. Generally, the requirements under this section involve non-transportation related facilities that produce, store, process, refine, handle, transfer, distribute, or consume oil or hazardous substances. The contractor shall provide support with audits or inspections to identify and document violations of environmental laws or non-compliance with regulations; and assess physical security conditions for all field activities

1. Contingency Planning

The contractor shall provide technical support to EPA with reviewing and analyzing Federal, state, local and regional response contingency plans regarding applicable laws and regulations. EPA shall approve all final contingency plans developed and/or revised. Contingency plan activities shall meet contingency plan requirements for both government and industry outlined in federal and state statutes. This includes, OPA, NCP, Regional Contingency Plans (RCPs), Area Contingency Plans (ACPs), and Sub-Area Contingency Plans, and any other contingency plans created by statute, i.e. FRP, Federal Radiological Emergency Response Plans (FREPs), as well as any other region-specific plans.

2. Counter Terrorism/Domestic Preparedness and Prevention

The contractor shall provide technical support in EPA's counter terrorism planning and response efforts; perform tasks to increase awareness and preparedness among federal, state and local responders of the potential threat posed by nuclear, biological, incendiary, chemical, and explosive terrorism; participate in regional, cross regional, national, and international drills, exercises, and training; assist EPA in the Crisis Management and Consequence Management phases of a terrorist incident response; and develop programs and procedures to prevent and prepare for deliberate releases resulting from terrorist incidents in accordance with the following guidance documents:

- Presidential Decision Directives#39, #62, #63, and #67;

- U.S. Policy on Counter-terrorism, dated June 21, 1999 (www.cia.gov/resources.html);
- Title XIV of Public Law 104-201, The Defense Against Weapons of Mass Destruction Act, also know as Nunn-Lugar-Domenici;
- Other programs, such as the NCP and the FRP; and
- EPA 550-F-98-014, "EPA's Role in Counter-Terrorism Activities", dated February 1998, (www.epa.gov/swercepp/factsheet/ct-fctsh.pdf)

3. Chemical Emergency Preparedness and Prevention

The contractor shall review Federal, state and local contingency and response plans prepared under the CAA, EPCRA, CERCLA, OPA, FRP, and NCP to ensure compliance with the requirements described in "National Response Team Criteria For Review of Hazardous Material Emergency Plan," dated May 1988, (NRT-1A) (www.nrt.org) and integrated contingency plan guidelines available from the regional office.

4. Risk Management Planning/General Duty Inspections

The contractor shall perform activities in accordance with the guidelines for the Risk Management Program/General Duty Inspection activities required under Section 112(r) of the Clean Air Act (CAA) Amendments of 1990 and 40 CFR Part 68. General information related to Section 112(r) can be found at www.epa.gov/swercepp/pubs/caa-faqs.html.

5. Voluntary Chemical Safety Reviews

The contractor shall provide technical support to EPA in the performance of voluntary chemical safety reviews. CERCLA section 104(b) and 104(e) is the primary authority for EPA and its designated representatives to enter a facility and audit its records and operations. The audits are intended to be non-confrontational and positive so that information on safety practices, techniques, and technologies can be identified and shared between EPA and the facility. EPA can also enter a facility and conduct an audit at the invitation or voluntary consent of the facility's management. Chemical Safety Audit (CSA) program information is available in EPA publication 55-F-93-005, March 1993, at www.epa.gov/swercepp/factsheets/csa/txt.

6. Chemical Safety Audits - Accident Investigations

The contractor shall provide technical support with respect to EPA's authority to investigate chemical accidents pursuant to CERCLA section 104 and CAA sections 103, 112, 114, and 307; have the capability to arrive on-site within 24 hours of

notification by EPA; provide EPA with a summary report describing the accident, root cause determination, and recommendation for prevention; and review safety and accident prevention systems and records of equipment involved in accident(s).

7. Oil Spill Prevention and Preparedness

EPA's Oil Pollution Prevention (OPP) Regulation, 40 CFR §112, requires facilities that are subject to the regulation to prepare and implement a Spill Prevention, Control and Countermeasures (SPCC) Plan. In addition, a facility with the potential to cause substantial harm to the environment by discharging of oil, must prepare a facility response plan. For more information on EPA's Oil Spill Prevention Program, see EPA's website at www.epa.gov/oilspill.

a. Spill Prevention, Control and Countermeasures (SPCC) Inspections

The contractor shall provide technical support to EPA for SPCC inspections. The SPCC program applies to non-transportation-related facilities that have a large oil storage capacity and could be reasonably expected to discharge oil into navigable waters of the United States. SPCC regulations require each owner or operator of a regulated facility to prepare an SPCC plan. The plan must address the facility's design, operation, and maintenance procedures established to prevent spills from occurring, as well as countermeasures to control, contain, clean up, and mitigate the effects of an oil spill that could affect navigable waters. EPA regional personnel periodically go on-site to inspect facilities subject to the OPP regulation. The inspections help to ensure oil storage facilities comply with the regulations. On-site inspections also give EPA personnel the opportunity to educate owners and operators about the regulations and methods for ensuring compliance.

b. Facility Response Plans and Inspections

The contractor shall provide technical support to EPA for substantial harm facility inspections and review of Facility Response Plans. In accordance with the CWA, as amended by OPA certain facilities that store and use oil are required to prepare and submit plans to respond to a worse case discharge of oil and to a substantial threat of such discharge. EPA has established regulations that define who must prepare and submit Facility Response Plans and what must be included in the plan. EPA also conducts inspections of facilities that are identified as substantial harm facilities.

c. Outreach and Technical Assistance

The contractor shall assist EPA with informing regulated facilities, tribal, state, local agencies and the public about the requirements of OPP regulations at 40 CFR§112; provide assistance to support regional initiatives when required; and provide outreach support.

8. Continuous Release

The contractor shall provide technical support to EPA for activities involving continuous release. CERCLA section 103(a) requires facilities to immediately notify the federal government whenever a Reportable Quantity (RQ) or more of a CERCLA hazardous substance is released unless the release is permitted. Likewise, Section 304 of EPCRA requires that facilities immediately notify state and local officials whenever a RQ or more of a CERCLA hazardous substance is released. The purpose of this requirement is to notify officials of potentially dangerous releases so that they can evaluate the need for a response action. See EPA's website for general information at www.epa.gov/oerrpage/superfund/web/resources/release/faciliti.html.

C. ASSESSMENT/INSPECTION ACTIVITIES

The primary objective of the site assessment phase is to obtain the data necessary to identify the priority sites posing threats to human health or the environment. The site assessment phase begins with site discovery or notification to EPA of possible release of hazardous substances.

1. Pre-CERCLIS Screening

The contractor shall preform pre-CERCLIS screening activities in accordance with EPA OSWER Directive 9200.4-05, "Pre-CERCLIS Screening Guidance," dated September 30, 1996. Pre-CERCLIS screening is the process of reviewing data on a potential site to determine whether the site should be entered into CERCLIS for further evaluation.

2. Removal Assessment

The contractor shall provide technical support to EPA on removal assessment activities; and perform removal assessment activities in accordance with EPA OSWER Directive 9360.3-08, "Superfund Removal Procedures/The Removal Response Decision: Site Discovery to Response Decision" dated September 1994, and the NCP.

A removal assessment focuses on determining the potential immediate

threat a site may pose on human health and the environment. The results of this assessment are used by EPA to determine whether a removal action or some other response is warranted.

3. Preliminary Assessment (PA)

The contractor shall provide technical support to EPA on PA activities; review past and present facility waste handling practices and permit history; document the presence, quantity, type, or absence of uncontrolled or un-contained hazardous substance(s) on-site; document releases to the environment; identify pollution disposal pathways; determine pathway specific receptors and surrounding population density; locate other environmentally sensitive receptors (e.g., wetlands and endangered species); and perform PA activities in accordance with EPA OSWER Directive 9345.0-01A, "Guidance for Performing Preliminary Assessment Under CERCLA," dated September 1991; EPA OSWER Directive 9375.2-09FS, "Improving Sites Assessment: Abbreviated Preliminary Assessments," and the NCP.

A PA is the first step in determining whether a site warrants a Superfund response after the site has been entered into CERCLIS. A PA focuses on determining/verifying whether a site is eligible for a response action under CERCLA and the need for immediate and/or long-term response actions.

4. Site Inspection (SI)

The contractor shall provide technical support to EPA on SI activities; and perform SI activities in accordance with EPA/540-R-92-021, "Guidance for Performing Site Inspections Under CERCLA," dated September 1992.

SI incorporates and builds upon the objectives of the PA and may require the collection of samples or the evaluation of existing analytical data to evaluate site conditions.

5. Combined PA/SI

The contractor shall perform preliminary search and field activities outlined in section 4.2, PA and 4.3, SI, simultaneously, in accordance with EPA OSWER Directive 9375.2-10FS, "Improving Site Assessment Combined Preliminary Assessment/Site Inspection Assessments."

6. Site Inspection Prioritization (SIP)

The contractor shall perform SIP activities, in accordance with EPA

OSWER Directive 9345.1-15FS, "Site Inspection Prioritization Guidance," dated August 1993, as amended.

The goal of SIP is to gather any additional information necessary following the completion of the SI to help set priorities among sites for NPL listing or to screen sites from further Superfund attention.

7. Site Reassessment (SR)

The contractor shall perform site assessment activities as described in sections 4.2(c)and 4.3. of this PWS. A SR represents the gathering and evaluation of new information on a site previously assessed under the Superfund program to determine whether further Superfund attention is needed. A SR serves as a supplement to previous assessment work and not a replacement for traditional assessment activities. The scope of work for SR activity is flexible but will usually represent a component of a traditional site assessment action, PA, SI, and SIP. The purpose of this action is to document the expenditure of Superfund resources on older sites where EPA has received new information or learned that the site conditions have changed.

8. Expanded Site Inspections (ESI)

The contractor shall perform ESI activities, in accordance with EPA 540-R-92-021, "Guidance for Performing Site Inspections Under CERCLA," dated September 1992. The ESI has a two fold purpose to provide additional information required to support preparation of an HRS package for NPL listing which requires scoring of the site; and to further characterize and define a site for a potential response action, i.e. to begin a Remedial Investigation (RI).

9. Expanded Site Inspections/Remedial Investigation (ESI/RI)

The contractor shall perform ESI/RI activities. The ESI/RI is used to expedite remedial response by gathering site characterization data common to both ESI and RI activities in one step, thereby expediting the later collection of data when comprehensive RI activities are preformed.

10. Hazard Ranking System (HRS) - National Priorities List (NPL) Packages

The contractor shall perform HRS/NPL activities in accordance with EPA's HRS regulation contained in the NCP, Final Rule dated December 14, 1990, and EPA OSWER Directive 9345.1-07, "The Hazard Ranking System Guidance Manual," dated November 1992.

The HRS is the scoring system used by EPA's Superfund program to assess the relative threat associated with actual or potential release of hazardous substances. The HRS is the primary screening tool for determining whether a site is to be included on the NPL, and if response action is necessary under CERCLA.

11. Integrated Assessments (IA)

The contractor shall assess the potential for short or long term clean-up actions; and perform IA activity in accordance with EPA OSWER Short Sheet 9345.16FS, "Integrating Removal and Remedial Site Assessment Investigations," dated September 1993, and Removal Site Evaluation and Site Inspection documents referenced in Sections 1(b) Removal Assessments and 2(b) Site Inspections.

The purpose of an IA is to gather data that meet the requirements of both a RA and a SI at the same site. The data gathering effort at theses sites may require field screening and full Contractor Laboratory Programs (CLP) analysis of samples.

12. Brownfields Assessments (BA)

The "Small Business Liability Relief and Brownfields Revitalization Act," dated January 11, 2002, defines a Brownfields site. The purpose of the BA is to streamline site investigation and to characterize site conditions. The BA does not involve collection of data associated with Hazard Ranking System (HRS) package preparation. (See section 4.4(e)) The objectives of a BA are to identify the nature and the extent of contamination on-site, identify the risks posed by the contamination, identify potential alternatives for cleanup, and determine costs of cleanup options for site redevelopment.

The contractor shall perform BA activities in accordance with the following guidance:

- "Integrating Brownfields and Traditional Site Assessment," #9230.0-81, EPA 540-F-96-028, January 1997;
- "Guidance for Performing Site Inspections Under CERCLA," EPA 540-R-92-021, September 1992;
- "Road Map to Understanding Innovative Technology Options for Brownfields Investigation and Cleanup," EPA 542-B-97-002;
- "Brownfields Quality Assurance" document (EPA 540-R-98-038);
- "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," ASTM, E 1527-94; and
- "Environmental Site Assessments: Phase II Environmental Site Assessment Process," ASTM, E 1903-97.

13. Remedial Investigation/Feasibility Study (RI/FS)

The contractor shall perform RI/FS tasks in accordance with EPA OSWER Directive 9355.301.h, "EPA Guidance for Conducting Remedial Investigation and Feasibility Studies under CERCLA," dated October 1988.

An RI/FS is an extensive assessment conducted at a site which is proposed/added to the NPL. The purpose of conducting an RI/FS is to develop the data necessary to support the selection of a remedy to eliminate, reduce, or control risks to human health and the environment.

D. TECHNICAL SUPPORT ACTIVITIES

The requirements under this section include the gathering and analysis of technical information and related data, the preparation of draft technical reports and related materials on oil and hazardous substance investigation, assessment cleanup, disposal technologies, process activities, operations, problems, and trends.

1. Multi-media Surveys and Inspections

The contractor shall provide technical support to EPA for multi-media surveys and inspections activities. EPA conducts multi-media surveys and inspections at facilities where hazardous substances are managed, treated, stored, or disposed. EPA also conducts these activities at the release of environmental hazardous substances. These activities may support multiple environmental regulations and/or programs.

2. Treatability Studies

The contractor shall perform treatability studies in accordance with EPA 540-R-92-071A, "Guide for Conducting Treatability Studies Under CERCLA," and OSWER Directive 9380-.3-10, NTIS Order Number# PB93-126787IN; and provide for laboratory, bench, and /or pilot scale treatability studies. The treatability study provides waste treatment and site specific response data to support the feasibility and use of technologies at a site.

3. Engineering Evaluation and Cost Analysis (EE/CA)

After EPA issues the EE/CA approval memorandum, the contractor shall conduct EE/CA activity in accordance with EPA 540-R-93-057, "Guidance on Conducting Non-Time Critical Removal Actions Under CERCLA," dated August 1993. EE/CA's are required for non-time critical removal actions.

The purpose of the Engineering Evaluation and Cost Analysis (EE/CA) is to allow public participation in the removal decision process, if time permits, and give consideration to alternatives to land disposal. The goal of an EE/CA is to identify the objectives of the removal action and to analyze various alternatives.

4. Public Participation Support

The contractor shall perform public participation activities in accordance with EPA OSWER Directive 9360-05, "Public Participation Guidance for On-Scene Coordinators: Community Relations and the Administrative Record," dated June 1992, and "Community Relations in Superfund: A Handbook," dated January 1992; and provide technical support to EPA in the development, planning, and implementation of community relations and public support activities.

5. Site Discovery Program

The contractor shall support EPA's determination of whether sites require additional site assessment activities by collecting, recording, and analyzing detailed information about the site; and perform site discovery activity in accordance with EPA OSWER Directive 9200.4-05, "Pre-CERCLIS Screening Guidance," dated September 30, 1996. The purpose of the Site Discovery Program is to determine whether sites require additional site assessment activities.

6. Human Health/Ecological Risk Assessment

The contractor shall perform human health and ecological risk assessments in accordance with relevant guidance. Toxicity values can be sought using the Integrated Risk Information System (IRIS), Health Effects Summary Tables, and other sources. Risk assessment may include, but is not limited to data collection and evaluation, exposure assessment, toxicity assessment, and risk characterization.

7. Administrative Records Support

The contractor shall provide technical support to EPA for compiling information for inclusion in the Administrative Record, as defined in Section 113(k) of CERCLA. As Administrative Record included records, data, and guidance that EPA used to determine the federal response action.

8. Equipment Maintenance

The contractor shall provide support for equipment maintenance of

government owned property or equipment, which is not government furnished property (GFP). The equipment shall be calibrated and maintained in accordance with manufacturer's instructions.

9. Regional Response Center (RRC) Support

The contractor shall provide support to the RRC as described under Section A, "Response Activities," of this PWS.

10. Regional Response Team (RRT) Support

The contractor shall provide technical support to the RRT. The RRT is comprised of federal and state entities, as well as representatives of the response community, local governmental agencies, and interested members of the public.

11. Enforcement Support

The contractor shall provide EPA with technical support for government enforcement at sites The primary goal of EPA's enforcement program is to identify PRPs and to obtain voluntary settlement or, if necessary, to compel PRPs to implement site cleanups. Once the PRP has agreed to take response actions, the goal of the enforcement program is to ensure that the assessment or cleanup activities are performed in accordance with applicable statute(s), the NCP, and any other relevant guidance.

12. Cost Recovery

The contractor shall provide technical and administrative support to EPA in collecting and securing evidence to aid EPA in its cost recovery efforts. This may include compiling cost documentation packages and gathering information, which may be used to establish liability and support EPA's response decisions.

The contractor shall collect and organize data in defense of claims, such as claims for reimbursement under CERCLA and other applicable environmental statutes. This service will be in support of preparation by EPA for civil and administrative settlements, including pre-trial and auxiliary services, leading to formal negotiations/meetings with private parties, and trial.

The contractor shall analyze government furnished documents (e.g., provide support for data analysis of the overall cost recovery program). Government furnished documentation may include a description of work performed, site specific cost

summaries, tracking of oversight costs, billings and payments received, statutes of limitations, and status of past removals and remedial actions.

If EPA is unable to provide access to documents needed in the performance of cost recovery activities, the contractor shall obtain specific cost information from firms whose EPA contracts have expired.

The contractor shall copy, organize, summarize, maintain, and track evidentiary materials, which are stored in a non-site specific manner to facilitate review of liability determinations.

The contractor shall have a document storage technology, which reflects EPA's technology.

13. General Technical Support

The contractor shall provide information, analysis, options, and recommendations for implementing emerging technologies and maintaining program currency.

The contractor shall provide information and options, which will enable EPA to draft specifications for EPA program activities. The specifications are used in connection with the provision of technical and cleanup support.

The contractor shall provide information for EPA's review and approval. EPA will make the final determination of the acceptability of the information the contractor submits. Examples of technical specifications include data for developing site safety plans for response personnel and the public, information on local contingency planning, methods of hazard mitigation, containment, countermeasures, on-site treatment systems, removal and disposal options, and personnel and equipment requirements.

E. DATA MANAGEMENT SUPPORT

The contractor shall provide data management support; utilize hardware and software to provide information technology support in the form of web applications; Geographical Information Systems (GIS); Personal Data Assistant (PDA) application development; maintenance of data applications utilized for inspections, investigations response, and contingency planning; and be used routinely to enter, track, or retrieve information and data developed during the performance of the contract.

F. TRAINING

Training formats may include classroom training, exercises, field training, response/practice drills, and simulations. Work may be required beyond the contractor's normal work week, and evenings and weekends may be necessary to accommodate the schedules of volunteer fire departments and emergency response personnel. Training may require frequent travel, including occasional travel outside the primary regional area.

The requesting agency is required to provide suitable class room space. Class room space varies from community college class rooms and laboratories to training in fire bays. The contractor shall adapt to any physical limitation of the provided classroom space. Class size will range from 12-35 persons, but 40 hours Hazardous Waste Operations and Emergency Response (HAZWOPER) classes may be limited to 20 persons. If a minimum of 12 students do not attend, classes may be cancelled at the last moment. The contractor shall communicate directly with the requesting agency on class schedule, room arrangements, class agenda, etc.

1. Training Course Descriptions

Duration	Title
40 hours	HAZWOPER Operation Level Class
40 hours	HAZWOPER Technician Level Class
8 hours	Annual Refresher Classes
40 hours	Methamphetamine (METH) Class
24 hours	Hazard Categorization (HAZCAT) Class
16 hours	METH HAZCAT Class
16 hours	Air Sampling Class

2. General Training Requirements

The contractor shall provide technical support to EPA for training activities, both presentation and development; develop classes which incorporate new regulations and issues pertinent to the response community; accommodate specific training needs of the organizations to be trained; continually evaluate all training material, content, quality, and effectiveness; recommend to EPA the appropriate additions, deletions and modifications of training material; provide more than one class during the same time period, if required. provide adequate manpower, equipment and reference materials to class attendees; coordinate class schedules with the requesting agency and EPA as far in advance as possible; provide EPA with a proposed monthly training calendar; provide all course attendees with reference material, such as NIOSH pocket guides, Orange DOT guidebook, government regulations, and all other reference material used in the course as needed to be loaned to the student for the duration for the class. All reference material will be current; and provide student manuals for each student.

3. Training Equipment Requirements

The contractor shall provide current and operational equipment, which is in calibration, necessary to support the training courses; be responsible for disposing of any hazcat chemicals and waste chemicals/PPE in accordance with all Federal, state and local regulations; present course material to EPA for review and approval prior to delivery; and refer any questions relating to the interpretation of EPA policy, guidance, or regulation to EPA training staff.

III. DOCUMENTATION REQUIREMENTS

In the course of performing tasks identified in this Performance Work Statement (PWS), the contractor shall submit all analyses, options, recommendations, reports, training materials, and any other work products in draft form for review by the Contracting Officer (CO) or the Contracting Officer's Representative (COR) prior to use or distribution.

The contractor shall not publish, release, use, or disclose any work product generated under this PWS without EPA's written approval; interpret EPA policies or regulations when conducting any training, seminars, or presentations; and/or provide any legal advice or legal interpretations.

The Government will make all final regulatory, policy, and interpretative decisions resulting from contractor provided advice and assistance; and will also make all final decisions regarding compliance determinations, or the violations of an order, law, regulation, etc.

The contractor shall submit documents that demonstrate a good command and correct usage of the English language (e.g, discussion of facts flow in a coherent and organized manner); use proper grammar (noun and verb tense correspond, etc.); and are free of incomplete sentences and misspelled words.

For deliverables that contain recommendations, the contractor shall explain or rank policy; explain or rank alternative actions; describe procedures used to arrive at recommendations; summarize the substance of deliberation; report any dissenting views; and cite sources relied upon.

SPECIFIC TASKS LIST

This list is **not** intended to be all inclusive, but it is a historically based list of tasks which support the PWS requirements. For ease of organization, tasks are arranged by the activity where they have typically occurred first, for example, identification of local and elected officials could be performed as either a Response or Assessment activity. Therefore, since Response is the first activity in the PWS the task is listed under Response. This exhibit structure **does not preclude** using a task in any other contract activity.

PWS Activities:

A. RESPONSE
B. PREPAREDNESS AND PREVENTION
C. ASSESSMENT
D. TECHNICAL SUPPORT
E. DATA MANAGEMENT
F. TRAINING

A. RESPONSE

The contractor shall support EPA in the following tasks:

1. Identify local and elected officials.
2. Obtain site access documentation from affected parties.
3. Collect and document facts regarding the discharge/release or threat of discharge/release to include its source and cause.
4. Analyze the nature, amount, and location of discharged or released materials.
5. Analyze the probable direction and time of travel of discharged or released materials.
6. Analyze whether the discharge is a worst case discharge, in accordance with Sec. 300.324 of the NCP.
7. Identify the pathways to human and environmental exposure.
8. Analyze the potential risk to human health and the environment posed by the release of hazardous substances, contaminants or pollutants, and discharge of oil.
9. Identify the pathway and nexus to navigable waters.
10. Analyze the potential impact on sensitive areas, natural resources, and property.
11. Develop options to abate, prevent, minimize, stabilize, mitigate, contain, control, eliminate, or remove the release or threat of release.
12. Prepare a sampling plan which describes the number, type, and location of samples and the type of analyses.
13. Monitor work of other federal contractors.

14. Coordinate with and assist other federal contractors, as directed by EPA.
15. Recommend waste disposal options.
16. Review completeness of disposal documentation, such as manifests, waste profile data, and other information.
17. Provide site security to prevent unauthorized access of any persons or animals to preserve public safety.
18. Provide site communications, for example, radios, repeaters, commercially available radio systems, telephones, and pagers.
19. Monitor and measure environmental conditions on a real-time basis using qualitative and quantitative instrumentation.
20. Identify site characteristics, for example, populations, sensitive environments, site usage, hydrogeological and meteorological conditions, and other pertinent site conditions.
21. Identify pollutant dispersal pathways.
22. Identify the extent of contamination, for example, soil, water, air, groundwater, sediments, and lagoon sludge.
23. Identify and confirm locations of areas of oil deposition/collection.
24. Identify locations for optimal for oil recovery.
25. Identify and develop strategies to protect sensitive areas.
26. Monitor for health and safety compliance.
27. Review and recommend health and safety procedures for response activities, such as OSHA levels of protection associated with a site.
28. Develop site specific Health and Safety Plans (HSPs) for field activities which comply with OSHA and EPA requirements.
29. Develop and submit a site sampling and Quality Assurance Project Plan (QAPP) for field activities to ensure the usability of the data.
30. Conduct both on-site and/or off-site environmental sampling activities.
31. Provide analytical services to include the following: Contract Laboratory Program (CLP) (via sample coordinator); non-CLP (including EPA regional laboratory and regional analytical services contracts); field screening; and mobile laboratories
32. Perform air monitoring.
33. Perform analytical data validation.
34. Complete and maintain documentation of all contractor actions and costs.
35. Provide information to federal and state natural resource trustees to assist the trustees in the determination of actual or potential natural resource injuries. Documentation shall provide the following: the source and circumstances of the release; the identity of responsible parties; the response action taken; an accounting of contractor costs incurred in support of EPA response actions; and the impacts and potential impacts to the public health and welfare and the environment
36. Assist in search and rescue efforts.
37. Perform nuclear/biological/chemical sampling and analysis.
38. Decontaminate equipment and personnel. This includes not only the contractor's but also Government-owned and operated equipment that is used exclusively by the Government, as well as any shared equipment.

39. Evaluate appropriate decontamination techniques and recommend procedures for setup and implementation.
40. Provide for emergency transportation services.
41. Acquire specialized transportation during emergencies and time critical events.
42. Provide transportation of emergency equipment via air and/or land support during emergencies and time critical events.
43. Procure office facilities during emergencies and time critical events.
44. Report to and work within the incident command structure.
45. Provide minor containment, transport, and disposal actions (generally not exceeding 40 hours per assignment).
46. Provide temporary stabilization prior to the mobilization of other responders.
47. Coordinate with state and Federal Natural Resource Trustees.
48. Provide cost analysis/information for response alternatives.
49. Document site-specific contractor costs incurred for response actions.
50. Observe and document federal, state, and private actions taken to conduct a response action.
51. Obtain permits from federal, state, or local agencies, associated with the contractors' response activities.
52. Develop and/or evaluate plans for the remediation of habitats affected by the release of hazardous substances and/or other aspects of site remediation activities. EPA will evaluate recommendations of the contractor and any final plans will be prepared by EPA.

B. PREPAREDNESS AND PREVENTION

The contractor shall support EPA in the following tasks:

1. Conduct SPCC and/or FRP inspections and plan reviews and prepare reports to support enforcement case development.
2. Conduct economic benefit analyses and supplemental environmental project cost analyses utilizing EPA's applicable software (BEN and PROJECT) to support enforcement case development.
3. Collect and review available data and background information from a site or facility, and/or from local, state, or other federal agencies and prepare reports to support enforcement case development.
4. Review OPA information request responses and prepare reports to support OPA enforcement case development.
5. Maintain and update with information provided by EPA model enforcement documents.
6. Procure and place EPA prepared public notices in newspapers of general circulation for the purpose of notification of violators as to their status related to a facility, site, or release, after receiving pre-approval from the Task Monitor.

7. Assist EPA in searching and compiling information from databases to identify facilities not in compliance with oil spill prevention regulations or to identify dischargers of oil or Clean Water Act hazardous substances to U.S. waters.
8. Provide technical support activities to include providing information, analyses, options, and recommendations for implementing and maintaining OPA enforcement program currency.
9. Draft updates to the RCPs in accordance with the NCP.
10. Provide technical support in developing draft area contingency plans and/or revising state/local contingency plans. Plans shall incorporate Area Committee comments and changes.
11. Compile a list of response resources.
12. Survey, compile, and validate economically and environmentally sensitive area location information in accordance with COR provided criteria.
13. Review and analyze response technologies, including innovative and alternative technologies.
14. Design, analyze, and participate in drills and exercises using the appropriate guidelines, such as the National Strike Force Coordinating Center Pollution Response Emergency Preparedness Guidelines.
15. Provide threat assessment, hazard, risk, and vulnerability analyses for spills into the environment.
16. Perform plume modeling for releases into water and air.
17. Provide technical and logistical support in the development of site specific contingency plans for state or local response organizations.
18. Provide information to support websites, as appropriate for storage, or linkage to, contingency plans of other organizations.
19. Support state and local responders in planning for emergencies associated with weapons of mass destruction.
20. Provide logistical support for key federal partners during meetings and/or training exercises.
21. Research and analyze state-of-the-art response technology for application and utilization in a potential or actual terrorist threat or act.
22. Research and analyze available counter-terrorism training.
23. Conduct and participate in counter-terrorism drills, exercises, training, and document lessons learned.
24. Identify, review, and provide technical support to utilize existing preparedness and emergency response management systems and capabilities at the federal, regional, state, tribal, and local levels and offer options for utilization.
25. Provide technical support to the agency Counter-Terrorism Program Coordination Team as it defines and implements EPA's regional counter-terrorism program.
26. Provide technical support to utilize existing preparedness and emergency response program infrastructures and capabilities at the federal, regional, state, tribal, and local levels.

27. Provide preparedness, on-scene coordination, and technical/training expertise to newly created interagency mechanisms focused on counter-terrorism efforts.
28. Provide technical support to evaluate and research state-of-the-art technology, as it relates to the counter-terrorism response activities.
29. Coordinate national response system activities, including drills, which may involve government/private parties and U.S./Mexico and U.S./Canada border cities (if appropriate and authorized).
30. Generate Geographical Information System (GIS) documentation.
31. Generate bilingual documentation.
32. Provide translation services.
33. Conduct outreach activities for regulated facilities, federal, state, tribal, and local agencies, and the public about the requirements associated with the Chemical Emergency Preparedness and Prevention program.
34. Provide training, as authorized by EPCRA, for federal, state, tribal, and local response personnel, such as preparedness exercises, earthquake planning and preparedness, and other contingency plans.
35. Provide technical support/review in support of activities related to FRPs and regional interagency planning committees.
36. Provide technical support to ensure the enforcement of EPCRA.
37. Provide technical support for local, regional, national, and international preparedness planning.
38. Analyze spill history data and provide support in conducting EPCRA inspections for use in EPCRA enforcement case support.
39. Provide technical information directed at the regulated community to regulated facilities, federal, state, tribal, and local agencies, and the public.
40. Conduct reviews of facility Risk Management Plans (RMPs) and General Duty Inspection reports to assess compliance and identify deficiencies (e.g., internal inconsistencies in data submitted, potential problems based on facility accident histories, unusual data, and failure to list appropriate hazards under the prevention program).
41. Complete a RMP audit checklist and provide a draft report, referencing violations in regard to the CAA Section 112(r) and 40 CFR Part 68 and options for corrective actions at the facility. EPA will make all determinations regarding violations and corrective actions.
42. Conduct RMP/General Duty field inspections to include an on-site analysis and documentation of processes and storage areas, employee interviews, manager and supervisor interviews, training and maintenance records, operating procedures of engineering processes, and release prevention measures and hazards.
43. Provide safety plans for site visits.
44. Interview facility personnel regarding background information, facility processes, and standard operating procedures.
45. Review and document observations and conclusions of on-site facility operations to include the following:
    - employee awareness of chemical and process hazards

- process characteristics
- emergency planning and preparedness
- hazard evaluation and release detection techniques
- operations and emergency response training
- facility/corporate management structure
- preventive maintenance and inspection programs
- community notification mechanisms and techniques
- on-site physical security

44. Assist in performing chemical safety audits as defined in EPA 550-B99-008, "EPA Guidance for Auditing Risk Management Plans/Programs under Clean Air Act Section 112(r)," and compile information and report findings to EPA.
45. Provide the necessary safety and monitoring equipment to ensure safe site visits in conjunction with audits and other activities.
46. Provide safety plans for site visits for the purpose of conducting accident investigations.
47. Investigate and compile information on major chemical accidents to include the following:
    - provide information to document violations of law(s) and recommend actions to correct the violations
    - examine facility records
    - analyze equipment design, drawings, specifications, and records
    - record and analyze the engineering basis for chemical process safety systems
    - document evidence of the cause(s)
    - assess safety and accident prevention systems
    - record the equipment involved in the accident
    - provide options for corrective measures
48. Draft accident investigation reports to include the following:
    - description of the accident
    - description of the response to the accident
    - further planned activities
    - laboratory test results
    - discussion of the probable root cause(s) of and contributing factors to the accident
    - observations and findings
    - recommendations for enhancing chemical safety, emergency preparedness, and prevention of chemical accidents, both facility-specific and industry-wide.
49. Assist in targeting facilities for inspection, which may include gathering prior spill history of the facility; conducting aerial reconnaissance; drive by windshield surveys; and/or interviews of government personnel, industry representatives, and/or private citizens; database searches; or any other acceptable means of obtaining relevant information about regulated facilities.
50. Conduct an on-site inspection of the facility to determine if the facility is in compliance with the OPP Regulation at 40 CFR §112. The inspection shall also include a review and evaluation of the facility's SPCC plan. Such inspections may be preplanned, or

instituted upon the discovery of a potential violation. The inspectors shall use an SPCC Plan Review and Inspection Checklist provided by or approved by EPA. All inspections shall be conducted in general accordance with EPA guidance, "Conducting Environmental Compliance Inspections, Inspector's Manual", 7th ed., 1996, which can be downloaded at the following website: http://www.epa.gov/r10earth/offices/oea/ieu/manual/ceci.pdf. Online compliance inspection training is available at http://www.epa.gov/r10earth/offices/oea/ieu/manual/title.htm.

51. Prepare a brief narrative report covering each facility inspection performed which highlights any apparent violations and supporting evidence. All inspection reports should include supporting photographs and a completed SPCC Plan Review and Inspection Checklist. Copies of field notes and other supporting documentation should be submitted to EPA.
52. Provide technical support for the preparation of a draft Notice of Violation, Notice of Inspection Findings, or Notice of Warning for violations detected during a facility inspection.
53. Provide testimony regarding inspection findings during SPCC pre-hearing conferences, during SPCC hearings, and during court actions.
54. Document cases and provide testimony during hearings and court proceedings for oil spill prevention and release violations.
55. Conduct amendment inspections when a facility is required to submit its SPCC Plan to EPA for review because of continuing pollution problems (see 40 CFR §112.4). Review the submitted SPCC plan and prepare a report which includes recommendations for amending the SPCC plan to prevent further discharges. EPA will review and make final decisions regarding those recommendations.
56. Provide storage space for plans submitted by facilities.
57. Provide support for screening facilities for planning and compliance with OPA. This shall include providing technical support in the determination of a facility's designation as substantial harm or a significant or substantial harm facility (see 40 CFR §112.20).
58. Review FRPs to verify that all of the response plan elements have been addressed. The contractor shall use a checklist provided by or approved by EPA for reviewing FRPs. This review shall, at a minimum, verify if the plan is in accordance with the NCP; if the plan identifies a qualified individual having full authority to implement removal actions; if the plan identifies and ensures the availability of resources to remove a worst case discharge; if the plan describes training, unannounced drills, and response actions of persons at the facility; if the plan has been updated; and if the plan has been resubmitted for each significant change.
59. Provide technical support in planning and participating in announced or unannounced inspections, drills, and/or simulations at oil storage facilities. Conduct an on-site inspection of the facility to determine if the facility is in compliance with the OPP Regulation at 40 CFR §112.20. Such inspections may be preplanned, or instituted upon the discovery of a potential violation. The inspectors shall use an Facility Response Plan Review and Inspection Checklist provided by or approved by EPA. All inspections shall

be conducted in general accordance with EPA guidance, "Conducting Environmental Compliance Inspections, Inspector's Manual," 7th ed., 1996, which can be downloaded at the following website: http://www.epa.gov/r10earth/offices/oea/ieu/manual/ceci.pdf. Online compliance inspection training is available at the following website: http://www.epa.gov/r10earth/offices/oea/ieu/manual/title.htm.

60. Prepare a brief narrative report covering each facility inspection performed which highlights any apparent violations and supporting evidence. All inspection reports shall include supporting photographs and a completed FRP Plan Review and Inspection Checklist. Copies of field notes and other supporting documentation should be submitted to EPA.
61. Provide technical support for the preparation of a draft Notice of Violation, Notice of Inspection Findings, or Notice of Warning for violations detected during a substantial harm facility inspection.
62. Provide testimony regarding inspection findings during pre-hearing conferences, during hearings, and during court actions.
63. Provide subject matter support for the development of databases to facilitate response plan review and outreach programs.
64. Provide support in communicating with facilities to provide technical assistance and compliance assistance.
65. Participate in community outreach activities such as table top exercises or workshops with industry and community representatives.
66. Prepare fact sheets, brochures, or manuals on a range of subjects related to compliance EPA must review and approve all fact sheets, brochures, or manuals prior to finalization and distribution to the public and/or regulated community.
67. Provide support in preparing general SPCC, FRP, or specific industry sector mailings.
68. Provide support with obtaining facilities suitable for workshops, meetings, or other appropriate outreach activities.
69. Provide support with regional community outreach activities.
70. Analyze facility reports.
71. Develop summary reports of evaluated facilities.
72. Perform facility inspections to verify accuracy of facility evaluation reports.
73. Monitor reporting of continuous releases.
74. Communicate with facilities to provide technical assistance and compliance assistance.
75. Preparing publications relating to compliance such as fact sheets, brochures, or manuals. (EPA must review and approve all publications prior to finalization and distribution to the public or regulated community).

C. ASSESSMENT

The contractor shall support the EPA in the following tasks:

1. Locate and review existing site, facility, and/or release data.
2. Conduct off-site perimeter visual observation of the site.

3. Conduct site visits to identify all potential hazards. Document site conditions with written and visual documentation.
4. Conduct waste profile analyses.
5. Assess potential impact to endangered species, historical sites, and other cultural resources.
6. Conduct file reviews, for example, federal, state, and local agency records, to obtain background information to analyze releases of hazardous substances, pollutants, contaminants, or oil.
7. Collect or review data such as site management practices, information from generators, photographs, historical photographic analyses, literature searches, and personal interviews.
8. Identify active or historical facility processes or operations that may contribute to the release or threat of release of hazardous substances, pollutants, contaminants, or discharge of oil.
9. Collect, analyze, and validate data in accordance with EPA standard methods for sample collection and analysis.
10. Review and interpret environmental data.
11. Identify and address data gaps required to meet EPA assessment objectives, for example, background levels, applicable or relevant and appropriate requirements (ARARs), groundwater information.
12. Install monitoring wells and/or piezometers.
13. Conduct geophysical surveys/investigations.
14. Dispose of investigation derived wastes in accordance with EPA OSWER Directive 9345.3-02, "Managing IDW for Site Inspections."
15. Determine pathway-specific receptors and surrounding population density.
16. Locate other environmentally sensitive receptors, for example, wetlands and endangered species.
17. Provide recommendations and options regarding the following:
    - identify releases that pose no significant threat to public health or the environment
    - whether an immediate threat to public health or the environment exists
    - potential need for a removal action
    - further investigation
    - no further action
    - state referral
    - referral to other federal agencies
    - referral to other EPA programs
    - facility actions
    - other actions
18. Collect or develop data to evaluate the release pursuant to the HRS.
19. Collect additional sampling data to adequately develop the HRS package.
20. Collect data required to better characterize the release for more effective and rapid initiation of the remedial investigation/feasibility Study (RI/FS) or response .

21. Generate preliminary HRS score.
22. Analyze site risks regarding whether site contaminants pose a current or potential risk to human health and the environment in the absence of any response action to include the following:
    - contaminant identification
    - exposure assessment
    - toxicity assessment
    - risk characterization
    - provide information necessary to determine whether or not a response is necessary at the site, provide justification for any response action proposed, and explain what exposure pathways need to be addressed
22. Provide a hazard ranking system screening in accordance with EPA OSWER Directive 9345.1-07, "The Hazard Ranking System (HRS) Guidance Manual," dated November 1992, using the PREScore software.
23. Report the draft score to the EPA prior to proceeding with the formal HRS package.
24. Prepare a draft HRS package according to EPA guidance to include the following: site summary, PREScore HRS score sheets, documentation record, figures, maps, and references.
25. Prepare full HRS documentation packages for review and approval by EPA.
26. Upon receipt of EPA's comments, revise and submit a formal HRS package.
27. Update or revise the preliminary HRS Score.
28. Identify data gaps.
29. Perform desktop data collection and evaluation to support the revised score.
30. Perform analytical sampling.
31. Conduct site visits and inspections as necessary to identify, evaluate, and delineate habitat types including wetlands.
32. Collect, review, and/or analyze topographic, photographic, and available relevant data from scientific publications, federal, state and local agencies, and academic institutions to provide support in the identification of physical and biological factors to be considered in the determination of areas and resources (physical and biological) that have potentially been affected by the release of hazardous substances.
33. Evaluate site data, media, habitats, and ecological relationships to identify, analyze, and document pathways of contaminant migration and concentration. This may include the use of computerized information systems and models.
34. Collect, preserve, identify, and prepare terrestrial and/or aquatic biological specimens for population and community analysis. Evaluation of gross pathology and individual organs and/or cells on a histological or sub-cellular basis for any pathological changes resulting from the release of hazardous substances, oil, or petroleum products.
35. Design, perform, and analyze both field and laboratory bioassay/toxicity tests on plant, invertebrate and vertebrate species.

D. TECHNICAL SUPPORT

The contractor shall support EPA in the following tasks:

1. Locate and review files of waste generator(s), site owner(s), site operator(s), and other documents relating to past operator(s), for example, deeds, court transcripts.
2. Interview site owner(s),operator(s), state/local officials, residents, and other interested parties.
3. Provide a written record of PRP identification efforts to assist EPA in determining cost liability.
4. Identify PRPs.
5. Analyze the accuracy, timeliness, and completeness of PRP reports.
6. Document PRP activities and provide negotiation support.
7. Verify PRP compliance with enforcement orders.
8. Analyze PRP documents and actions for compliance with enforcement actions.
9. Conduct deed and title searches.
10. Provide appraisals of real property.
11. Provide financial analysis and corporate research.
12. Develop public information summaries for internet distribution.
13. Disseminate EPA-approved information to the public.
14. Provide expert testimony.
15. Provide health indication sampling and analysis.
16. Provide engineering design products and services.
17. Collect and compile data from spill reports, pollution reports (POLREPS) and spill notification phone lines.
18. Provide COR-approved information to the state, local, or natural resource trustee agencies.
19. Input data from spill reports.
20. Provide information for Freedom of Information Act (FOIA) request responses and to evaluate facilities' release history for inclusion in COR specified internet websites.
21. Maintain an electronic emergency information system that contains all contingency plans, databases, and geographic information necessary to support emergency operations. This system must be accessible from field locations via the internet.
22. Provide technical support to EPA for the identification of PRPs associated with a site, facility, and/or release.
23. Provide technical and administrative support to EPA for notification of PRPs as to their status related to a site, facility, and/or release.
24. Provide technical support to EPA in connection with proceedings against owners or operators of facilities operating in violation of reporting requirements and uncontrolled hazardous substances present. Such technical support will include providing background technical information to EPA in obtaining an injunction against continued use of the site, an order to undertake remedial action, or recovery of cost incurred by the government in undertaking such action.
25. Provide technical support to EPA in enforcement case development support including well drilling and sampling, field sampling, geophysical surveys, well inventories and

other support to provide evidence to support EPA litigation or negotiation with PRPs. Work may be undertaken to fill a variety of data gaps related to extent of contamination and damages or to augment enforcement investigation efforts.

26. Provide technical and administrative support to EPA in the development of an enforcement plan.
27. Collect and review available data and background information about a site, facility, or release. This shall include information about the nature of the waste present, waste management at the site, environmental data, and health data. Collection of data also includes photographic and cartographic documentation of site conditions.
28. Analyze and document the extent of an incident, the potential hazards, type of resources needed, and the actions of the PRPs to respond.
29. Draft lessons learned reports.
30. Design, develop, prepare, analyze, and report observations of planning, training, and drills/exercises to provide options for preparedness and operational readiness of the RRT and the response community within the region.
31. Analyze responses to discharges of oil and releases of hazardous substances, pollutants or contaminants, assess equipment availability, readiness, and coordination among RRT member agencies, and other public and private agencies.
32. Document and analyze plans and planning efforts for the Regional Contingency Plan, Area Plans, and special subject plans.
33. Provide logistical support for scheduled RRT meetings.
34. Select and reserve meeting space.
35. Arrange site tours and meetings.
36. Develop visual aids to include computer driven presentations.
37. Document technical meeting minutes.
38. Provide a technical summary of the meeting.
39. Attend scheduled RRT meetings.
40. Develop and update the RRT mailing list, an RRT e-mail list, and an e-mail group distribution capability to send EPA approved and EPA-authorized notices.
41. Accompany the EPA during on-site facility surveys and inspections at sites, facilities or releases where hazardous waste contaminants or pollutants are managed, treated, stored or disposed.
42. Record and document compliance with applicable or relevant and appropriate federal and state requirements related to environmental statutes such as the Resource Conservation and Recovery Act or the Clean Water Act (CWA).
43. Compile multi-media checklists to be used at sites, facilities, or releases. During the performance of multi-media surveys and inspections the contractor may have access to CBI. The contractor shall treat all CBI in accordance with the CBI clauses in the contract.
44. Perform literature surveys including the use of the Alternative Treatment Technology Information Center (ATTIC), the Superfund Innovative Technology Evaluation (SITE) Program, the Record of Decision Systems (RODS) database, and the Risk Reduction

Engineering Laboratory (RREL) Treatability Database. Access to be provided by EPA, if necessary.

45. Prepare project planning documents to include the following: work plan, field operations plan, health and safety plan, and/or quality assurance project plan specifically for treatability study efforts.
46. Perform laboratory, bench, and/or pilot-scale testing of established, emerging, and/or innovative technologies.
47. Evaluate the effectiveness and compliance of the tested or proposed technologies with federal and state requirements. EPA will review all evaluations and make any and all decisions or determinations regarding the proposed technologies.
48. Report the findings of the studies to EPA.
49. Oversee and review treatability studies being performed by PRPs.
50. Provide technical and administrative support in the preparation of a draft EE/CA approval memorandum. All final EE/CA approval memoranda will be prepared by EPA.
51. Provide technical and administrative support in preparing a draft EE/CA report, which shall include the following sections: site characterization, identification of removal action objectives, identification of ARARs, identification and initial screening of removal action alternatives, analysis of removal action alternatives, comparative analysis, and selection of the removal action. While the contractor will analyze the alternative removal actions, final decisions, determinations and judgements will be made by EPA.
52. Provide technical and administrative support for the preparation of a summary of the responses by interested parties.
53. Conduct community interviews to develop an understanding of local concerns and desired involvement as part of the development of the Community Relations Plan.
54. Prepare a community relations plan in accordance with Community Relations in Superfund: A Handbook, January 1992.
55. Provide data management for tracking community relations activities, including milestones in community relations plans.
56. Establish and update information repositories at or near the facility.
57. Prepare general or site specific fact sheets.
58. Provide support in planning and conducting public meetings and technical discussions involving PRPs and the public. This support will include the provision of audio-visual aids and reports as required by EPA.
59. Assist in planning and conducting public briefings, conferences, workshops, community conferences, and training workshops.
60. Write and/or place newspaper notices regarding the availability of site-related documents and public meetings.
61. Provide recording/transcript services for public meetings or for the administrative record.
62. Prepare studies and reports evaluating the effectiveness of community relations efforts and other topics of general interest, such as how incineration is perceived, and how to improve on communication regarding alternative and innovative technologies.

63. Provide for a complete and operating public information office at locations specified by task orders. Such a public information office shall be maintained and operated by the contractor to provide the public with access to EPA generated informational documents concerning sites.
64. Assemble EPA-provided records.
65. Organize, maintain, and duplicate materials.
66. Compile documents for the administrative record.
67. Publicize location of the repository in local newspapers.
68. Coordinate records compilation with state offices and federal facilities.
69. Organize and compile records for enforcement cases.
70. Operate government-owned equipment at the direction of the OSC, to include vehicles.
71. Maintain and calibrate government equipment in accordance with OSC and/or manufacturer's instructions, to include vehicles.
72. Pick up, transport, and deliver necessary government equipment to and from response sites, to include vehicles.
73. Decontaminate equipment operated by the government at a response site prior to its being transported away from that location.
74. Collect and summarize all incurred cost documentation in support of costs incurred, using existing cost documentation systems and adjust media storage to reflect EPA implementation of advances in automated methods.
75. Perform an audit of cost documentation based upon EPA provided guidance.
76. Produce a documentary audit trail to establish proof of costs incurred using existing systems and other documentation guidance.
77. Ensure that the cost document compilation is complete.
78. Provide technical support in developing proof to support allocation of non-site specific charges on a site specific basis.
79. Accumulate and verify all costs incurred in connection with a site or sites by reconciling all supporting documentation with data in agency financial and documentation systems.
80. Provide technical support in reviewing all cost documentation or accounting procedures for deficiencies and/or potential sources of challenge.
81. Maintain an organized cost package or cost document file that includes cost summaries for each cost element claimed together with organized supporting documentation.
82. Research state or other federal agency accounting procedures to the extent necessary to enable a complete audit of costs incurred by the state or other agency in connection with Superfund sites.
83. Review and analyze audits or technical reports for relevance to cost claims.
84. Provide technical support in the review of pertinent EPA files and documents necessary to substantiate a close-out memorandum. The close-out memorandum will be prepared by EPA, with technical support from the contractor, when appropriate.
85. Gather documents from EPA that authorized the work and documents that provide evidence that work was performed.
86. Provide support in collating, refiling, and organizing the above information as needed.

E. DATA MANAGEMENT

The contractor shall support EPA in the following tasks:

1. Keep informed of all current/new information technologies and provide analysis and evaluation of these technologies in support of emergency response activities which include prevention, preparedness, and response.
2. Provide data input/output services for digital and hard copy formats which meets user-defined Data Quality Objectives (DQO) and standards.
3. Identify and incorporate appropriate DQOs for software and application development/maintenance of such programs.
4. Develop data dictionary/meta data results for all applications and data collected.
5. Identify/develop data sort/report generation capabilities appropriate for all program support activities.
6. Provide data and report analysis for all data collected.
7. Provide analysis of data utilization.

F. TRAINING

The contractor shall support EPA in the following tasks:

1. Develop and provide training to federal, state, and local response organizations related to the activities described in this SOW.
2. Support EPA with schedule preparation and conducting training sessions.
3. Provide EPA specific classes such as EPCRA, CAMEO, and CAA 112(r) training, etc.
4. Provide industry standard classes such as 40 Hour HAZWOPER and 8 hour Annual Refresher training, etc.

STATUTORY and REGULATORY FRAMEWORK
SUPERFUND - GENERAL

This list is a representative sample and is not intended to be all inclusive.

I. Laws - Statutes

- Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund) (1980), (42 U.S.C. s/s 9601 et. seq.), as amended
- Superfund Amendments and Reauthorization Act (SARA) (1986)
- Community Environmental Response Facilitation Act (CERFA) (1992)
- Asset Conservation, Lender Liability, and Deposit Insurance Protection Act of 1996 (1996)
- The Small Business Liability Relief and Brownfields Revitalization Act (2002)
- Clean Water Act (CWA) (1972), (33 U.S.C. s/s 1251 et. seq.) - particularly Section 311
- Oil Pollution Act (OPA) (1990)
- Resource Conservation and Recovery Act (RCRA), particularly Subtitle I
- Emergency Preparedness and Community Right-to-Know Act (EPCRA)
- Robert T. Stafford Natural Disaster Act (Stafford Act), (42 USC 5121, et. seq.), as amended
- Homeland Security Act, Public Law 107-296
- Clean Air Act, (42 USC 85), as amended

II. Code of Federal Regulations (CFR)

- National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 CFR Part 300

III. Federal Registers (significant notices)

- 50 FR 47912; November 20, 1985 - NCP Final Rule (revisions added by CERCLA)
- 55 FR 8666; March 8, 1990 - NCP Final Rule (revisions added by SARA)
- 59 FR 47384; September 15, 1994 - NCP Final Rule (revisions added by OPA)

IV. Presidential Decision Directives (PDD)

- PDD - 39, U.S. Policy on Counter terrorism, June 21, 1995
- PDD - 62, Protection Against Unconventional Threats to the Homeland and Americans Overseas, 22 May 1998
- PDD - 63, Critical Infrastructure Protection, 22 May 1998

V. Federal Response Plan (FRP), 9230.1-PL, Supersedes FEMA 229 (April 1999), January 2003

VI. Policies and Guidance

- CERCLA/Superfund Orientation Manual, EPA Document Number: 542-R-92-005, URL: http://www.epa.gov/superfund/action/guidance/remedy/remedies/principles.htm

Other References and Resources

- Superfund Home Page, URL: http://www.epa.gov/superfund
- Superfund 20th Anniversary Report, URL: http://www.epa.gov/superfund/action/20years/index.htm

DISCOVERY & NOTIFICATION

I. Laws - Statutes

- Section 103 of CERCLA as amended
- Section 304 of the Emergency Planning and Community Right-to-Know Act (EPCRA) (1986)
- Section 311 of CWA, as amended by the OPA

II. CFR

- 40 CFR Part 302 - Designation, Reportable Quantities, and Notification
- 40 CFR Part 355 - Emergency Planning and Notification
- 40 CFR Part 110 - Discharge of Oil
- 40 CFR 300.405 - Discovery and Notification (Hazardous Substances)
- 40 CFR 300.300 - Phase 1 - Discovery or notification (Oil)

III. Federal Registers (significant notices)

- 46 FR 22144 - April 15, 1981 - Hazardous Substances Notification of Treatment, Storage, and Disposal Facilities
- 50 FR 13456 - April 4, 1985 - Release Notification Requirements for CERCLA
- 52 FR 13378 - April 22, 1987 - Release Notification Requirements for EPCRA
- 55 FR 45039 - August 25, 1993 - Oil Discharge Regulations
- 61 FR 7421 - February 28, 1996 - Oil discharge Regulations

IV. Other Resources

- Emergency Response Program Reporting Triggers URL: http://www.epa.gov/superfund/programs/er/triggers/index.htm.

REMOVAL PROCESS

I. Laws - Statutes

- Sections 101 and 104 of CERCLA (definition of and authority for removal response)
- Section 113 of CERCLA (documentation requirements)
- Section 311 of the CWA, as amended by the OPA

II. CFR

- 40 CFR 300.410 - Removal Site Evaluation (Hazardous Substances)
- 40 CFR 300.415 - Removal Action (Hazardous Substances)
- 40 CRF Part 300 Subpart D - Operational Response Phases for Oil Removal

III. Federal Registers (significant notices)

- 55 FR 8666: March 8, 1990 - NCP Final Rule (revisions added by SARA)
- 59 FR 47384: September 15, 1994 - NCP Final Rule (revisions added by OPA)

VI. Policies and Guidance

- Superfund Removal Procedures OSWER, Directive Number: 9360.0-03B
- Guidance on Conducting Non-Time Critical Removal Actions Under CERCLA, Document Number: EPA 540-R-93-057, OSWER Directive Number: 9360.0-32
- Guide to Developing Action Memorandums, OSWER Directive Number: 9360.3-01FS
- Model Program for Removal Site File Management, OSWER Directive Number: 9360.2-01
- Superfund Fact Sheet: The Removal Program, OSWER Directive Number: 9320.0-05FSg
- Consideration of ARARs during Removal Actions, OSWER Directive Number: 9360.3-02 FS

IV. Other Resources

- Superfund Office of Emergency and Remedial Response, http://www.epa.gov/superfund/partners/oerr/index.htm

COMMUNITY INVOLVEMENT

I. Laws - Statutes

- Section 113 of CERCLA

II. CFR

- 40 CFR 300.415(n) - Community Relations in Removal Actions
- 40 CFR 300.430(c) - Community Relations in Remedial Actions
- 40 CFR 300.430(e)(2)(iv) - Technical Assistance for Communities
- 40CFR 300.800 - Administrative Record

III. Federal Registers (significant notices)

- 55 FR 8666; March 8, 1990 - NCP Final Rule (revisions added by SARA)

IV. Policies and Guidance

- Superfund Community Involvement Handbook, Document Number: 540-K-01-003
- Superfund Removal Procedures: Public Participation Guidance for On-Scene Coordinators: Community Relations and the AR, OSWER Directive Number 9360.3-05
- Risk Assessment Guidance for Superfund: Volume 1, Human Health Evaluation Manual, Part A: Community involvement in Superfund Risk Assessments, Document Number: EPA 540-R-98-042
- Superfund Technical Assistance Grants, OSWER Directive Number: 9230.1-05FSA

V. Other Resources

- Superfund Community Involvement Home Page URL: http://www.epa.gov/superfund/action/community/index.htm

Human Health/Ecological Risk Assessment

For Baseline Human Health Risk Assessments:

Risk Assessment Guidance for Superfund (RAGS), Volume I: Human Health Evaluation Manual: Part A, Baseline Risk Assessment. Interim Final. December 1989. EPA 540/1-89/002. NTIS PB90-155581.
Supplement to Part A: Community Involvement in Superfund Risk Assessments. March, 1999. EPA 540-R-98-042. OSWER Directive 9285.7-01E-P. NTIS PB99-963303.
Part B, Development of Risk-Based Preliminary Remediation Goals. December, 1991. EPA 540/R-92/003. OSWER Directive 9285.7-01B. NTIS PB92-963333.

Part C, Risk Evaluation of Remedial Alternatives. December 1991. EPA/540/R-92/004. OSWER Directive 9285.7-01C. NTIS PB92-963334.
Part D, Standardized Planning, Reporting and Review of Superfund Risk Assessments. January 1998. EPA 540-R-97-033. OSWER Directive 9285.7-01D. NTIS PB97-963305.

Risk Assessment Guidance for Superfund, Volume III - Part A, Process for Conducting Probabilistic Risk Assessment. December, 2001. EPA 540-R-02-002. OSWER Directive 9285.7-45. NTIS PB2002 963302.

Supplemental Guidance to RAGS: Calculating the Concentration Term. June 22, 1992. OSWER Directive 9285.7-08I.

Standard Default Exposure Factors. Interim Final. OSWER Directive 9285.6-03. March 25, 1991.

Final Guidance Data Useability in Risk Assessment (Part A). April 1992. OSWER Directive 9285.7-09A. NTIS PB92-963356.

Guidance for Data Useability in Risk Assessment (Part B). May 1992. OSWER Directive 9285.7-09B. NTIS PB92-963362.

Dermal Exposure Assessment: Principles and Applications. January 1992. EPA 600/8-91/011B.

Exposure Factors Handbook, Volume 1. 1997. EPA/600/P-95/002Fa.

Exposure Factors Handbook, Volume 2. 1997. EPA/600/P-95/002Fb.

Exposure Factors Handbook, Volume 3. 1997. EPA/600/P-95/002Fc.

Air/Superfund National Technical Guidance Study Series, Volumes I, II, III, and IV. 1989. EPA 450/1-89-001,002,003,004.

Final Soil Screening Guidance, May 17, 1996. Soil Screening Guidance User's Guide. Office of Solid Waste and Emergency Response. EPA/540/R-96/018.

Soil Screening Guidance: Technical Background Document. EPA 540/R-94/126.

EPA Risk Characterization Program. Memorandum from Administrator Carol Browner. Office of the Administrator, Washington, DC. March 21, 1995.

Provisional Guidance for Quantitative Risk Assessment of Polycyclic Aromatic Hydrocarbons. Office of Research and Development, Washington, DC. EPA/600/R-93/C89.

PCBs: Cancer Dose-Response Assessment and Application to Environmental Mixtures.

Office of Research and Development, Washington, DC. EPA/600/P-96/001A.

Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities. July 14, 1994. OSWER Directive 9355.4-12.

Calculating Upper Confidence Limits for Exposure Point Concentrations at Hazardous Waste Sites. December, 2002. OSWER Directive 9285.6-10.

For Baseline Ecological Risk Assessments:

Guidelines for Ecological Risk Assessment, Final. April 1998. EPA/630/R-95-002F.

Ecological Risk Assessment Guidance for Superfund, Process for Designing and Conducting Ecological Risk Assessments. June 1997. EPA/540-R-97-006. OSWER Directive 9285.7-006. NTIS PB97-963211.

Ecological Risk Assessment / Management Principles. October, 1999. OSWER Directive 9285.7-28P.

Ecological Assessment of Hazardous Waste Sites: A Field and Laboratory Reference Document. EPA 600/3-89/013. March 1989.

EcoUpdate: Intermittent Bulletins, Supplemental Guidance to RAGS, Vol. II. EPA Publications 9345.0-051.

ACRONYMS

ACP	Area Contingency Plan
ARARs	Applicable or Relevant and Appropriate Requirements
BA	Brownfields Assessment
CAA	Clean Air Act
CAMEO	Computer-Aided Management for Emergency Officials
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CERCLIS	Comprehensive, Environmental Response, Compensation & Liability System
CFR	Code of Federal Regulations
CLP	Contract Laboratory Program
CO	Contracting Officer
COR	Contracting Officer's Representative
CRP	Community Relations Plan
CSA	Chemical Safety Audit
CT	Counter Terrorism
CWA	Clean Water Act
DIMP	Data Information Management Plan
ECP	Electronic Contingency Plan
EE/CA	Engineering Evaluation/Cost Analysis
EOC	Emergency Operation Center
EPA	Environmental Protection Agency
EPCRA	Emergency Preparedness and Community Right to Know Act
ERNS	Emergency Response Notification System
ERRS	Emergency and Rapid Response Services
ESI	Expanded Site Inspection
ESI/RI	Expanded Site Inspection and Remedial Investigation
FEMA	Federal Emergency Management Agency
FOIA	Freedom of Information Act
FREP	Federal Radiological Emergency Plans
FRP	Federal Response Plan
GFP	Government Furnished Property
GIS	Geographical Information System
HASP	Health and Safety Plan
HRS	Hazard Ranking System
HAZWOPER	Hazardous Waste Operations and Emergency Response
IA	Integrated Assessment
ICP	Integrated Contingency Plan
ICS	Incident Command System

IRIS	Integrated Risk Information System
JIC	Joint Information Center
LDP	Locational Data Policy
MOU	Memorandum of Understanding
NBCR	Nuclear, Biological, Chemical, Radiological
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NPFC	National Pollution Fund Center
NPL	National Priorities List
NRT-1	National Response Team Hazardous Materials Emergency Planning Guide, March 1987
NRT-1A	National Response Team Criteria For Review Of Hazardous Materials Emergency Plans, May 1988
OEI	Office of Environmental Information
OPA	Oil Pollution Act
OPP	Oil Pollution Prevention
OSC	On-Scene Coordinator
OSHA	Office of Safety and Health Administration
OSWER	Office of Solid Waste and Emergency Response
POLREP(s)	Pollution Report(s)
PA	Preliminary Assessment
PA/SI	Combined Preliminary Assessment and Site Inspection
PDA	Personal Data Assistant
PDD	Presidential Decision Document
PPE	Personal Protection Equipment
PRP	Potentially Responsible Party
QA	Quality Assurance
QAPP	Quality Assurance Project Plan
QC	Quality Control
RA	Removal Assessment
RCP	Regional Contingency Plan
RCRA	Resource Conservation and Recovery Act
RI	Remedial Investigation
RI/FS	Remedial Investigation/Feasibility Study
RPM	Remedial Project Manager
RQ	Reportable Quantity
RRC	Regional Response Center
RRT	Regional Response Team
SARA	Superfund Amendments and Re-authorization Act
SI	Site Inspection
SIP	Site Inspection Prioritization
SPCC	Spill Prevention Controls and Countermeasures

SR	Site Reassessment
START	Superfund Technical Assessment & Response Team
USCG	United States Coast Guard
WMD	Weapons of Mass Destruction

PERSONAL PROTECTIVE EQUIPMENT TYPES BY LEVELS

Personal Protection Equipment requirements are determined by the NIOSH/OSHA USCG/and the EPA Occupational-Safety and Health Guidance Manual for Hazardous Waste Site Activities issued in October 1985. Additional guidance is given in EPA Standard Operating Safety Guides, Publication 9285.1-03, dated June 1992. These guidance documents, or their updated versions, will be the final determination for personal protection guidance in this contract. All equipment associated with a particular level of protection, or modified level of protection, is to supplied by the contractor for each site. Details of the appropriate level of protection will be covered in the HASP.

In an explosive atmosphere, intrinsically safe equipment is a requirement. Optional equipment must be available, depending upon site exigencies.

1. LEVEL A[1,2]

Pressure-demand, 4500 psi self contained breathing apparatus (MSHA/NIOSH approved)
Fully encapsulating chemical-resistant suit
Coveralls*
Underwear, long cotton underwear*
Gloves (outer), chemical-resistant
Gloves (inner), chemical-resistant
Boots, chemical-resistant, steel toe and shank. (Depending on suit boot, worn over or under suit boot)
Hard hat* (under suit)
2-way radio communications (intrinsically safe)
Disposable protective suit,
disposable gloves, and
disposable boots* (Worn over fully encapsulating suit)

2. LEVEL B

Pressure-demand, self-contained breathing apparatus (MSHA/NIOSH approved)
Chemical-resistant clothing (overalls and long sleeve jacket; coveralls; hooded, one or two-piece chemical-splash suit; disposable chemical-resistant coveralls)
Coveralls*
Gloves (outer) chemical-resistant
Gloves (inner) chemical-resistant
Boots (outer) chemical-resistant, steel toe and shank
Boots (outer) chemical-resistant (disposable)*
Hard hat (face shield*)
2-way radio communication (intrinsically safe)

---

[1] Must also meet the NFPA Standard 1991 as amended in 1994 (and as subsequently updated).

[2] Note: Offeror shall maintain an adequate supply of Level A protective gear for both industrial chemical and chemical and biological warfare agent responses.

3. LEVEL C

Full-face, air purifying respirator (MSHA/NIOSH) approved)
Chemical-resistant clothing (one piece coverall; hooded, two piece chemical splash suit; chemical resistant hood and apron; disposable chemical resistant coveralls)
Coveralls*
Gloves (outer) chemical-resistant
Gloves (inner) chemical-resistant
Boots, steel toe and shank, chemical-resistant
Boots (outer) chemical-resistant (disposable)*
Hard hat (face shield*)
Escape mask*
2-way radio communications (intrinsically safe)

4. LEVEL D

Coveralls
Gloves
Boots/shoes, safety or chemical-resistant steel toe and shank
Boots (outer) chemical-resistant disposable*
Safety glasses or chemical splash goggles*
Hard hat (face shield)*
Escape mask*

* Optional at the discretion of the OSC or RPM.

EPA Regional Offices

EPA has ten regional offices, each of which is responsible for several states and territories. Each Regional Office is responsible within its states for the execution of the Agency's programs.

Region 1	Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, and Connecticut
Region 2	New York, New Jersey, Puerto Rico, and Virgin Islands
Region 3	Pennsylvania, West Virginia, Virginia, Maryland, Delaware, and District of Columbia
Region 4	Kentucy, Tennessee, North Carolina, South Carolina, Georgia, Alabama, Mississippi, and Florida
Region 5	Minnesota, Wisconsin, Michigan, Illinois, Indiana, and Ohio
Region 6	Texas, Oklahoma, New Mexico, Arkansas, and Louisiana
Region 7	Iowa, Nebraska, Kansas, and Missouri
Region 8	Colorado, Montana, North Dakota, South Dakota, Wyoming, and Utah
Region 9	California, Nevada, Arizona, Hawaii, Guam, Trust Territories, American Samoa, and Northern Mariana Islands
Region 10	Washington, Oregon, Idaho, and Alaska

EPA Crossover and Backup Regional Network

Every Region has established a Memorandum of Understanding with its backup Regions for the purposes of providing and receiving cross-regional support during significant incidents that may exhaust the personnel or resources of one Region. Each EPA Region should have access to, and the ability to accommodate, a primary and a secondary backup Region, as well as other Regions' and National assets, as needed.

The EPA Core Emergency Response program includes the following standard for backup Regions:

Region	Primary Backup Region	Secondary Backup Region
1	2	8
2	1	6
3	4 and 5	-
4	3 and 5	-
5	3, 4 and 6	7
6	7	5 and 2
7	5	6
8	9	10 and 1
9	8	10
10	9	8

Notes:

Regions 1 and 2 have an agreement for mutual primary support.
Regions 1 and 8 have an agreement for mutual secondary support.
Regions 2 and 6 have an agreement for mutual secondary support.
Regions 3, 4 and 5 have a 3-way agreement for primary support.
Regions 5, 6, and 7 have a 3-way agreement for primary and secondary support.
Regions 8, 9, and 10 have a 3-way agreement for primary and secondary support.

ATTACHMENT 2

SITE SPECIFIC INVOICING INSTRUCTIONS SF1034/1035

SITE SPECIFIC INVOICING REQUIREMENTS

September 8, 1998 (12:14PM)

This is not considered to be contradictory or in place of other contract clauses. Changes to the required format of the s/s attachment may be necessary to assist the Environmental Protection Agency's cost recovery efforts. The EPA will notify the contractor of any format changes as they become necessary.

The Contractor shall provide an invoice/voucher that identifies the costs incurred at each site and/or operable-unit with an EPA site/spill identifier (SSID). These invoices may be for : Current expenses, reclaim for suspended costs, indirect cost adjustments, or audit adjustments. Invoices/vouchers for reclaiming suspended costs shall be submitted on a separate voucher. The voucher number shall be the original claim voucher number when suspensions are made. The letter "R" must be added to the end of the voucher number; ie **123R1,** *(if it requires more than one reclaim, invoices are to be numbered:123R2, 123R3 etc.).* All indirect cost adjustments due to EPA approved indirect rate adjustments must be submitted to EPA on a separate invoice (claim or credit as the adjusted rate requires). The invoice number should end with letter "Z", ie **117Z**. Likewise, adjustments due to audit reports and a contracting officer letter referring to the subject audit report/s, must be submitted to EPA on a separate invoice (claim or credit as the audit report requires). The invoice number should end with the letter "X", ie **146X**. For example:

Voucher purpose	***Original voucher***	***Reclaim suspended costs***	***Indirect cost rate adjustments***	***Audit adjustments***
Voucher number	***123***	***123R1, 123R2..***	***117Z***	***146X***

Invoices shall also include the following information:

1. A cost element summary that summarizes all the costs invoiced for the billing period by cost element such as labor, travel, equipment, other direct, subcontractor and overhead or indirect costs, as identified elsewhere in the contract.

2. A site specific detail attachment (***S/S Attachment***) to the invoice. All invoiced costs are separated into the following categories:

♦
Sites with an EPA SSID, e.g. "01X3," one line per site should be used;
[*See description at item 2 page 3*].

♦
All other sites without an EPA SSID, e.g. "ZZ," one line per site should be used;

♦
Superfund non-site-specific costs for the whole contract and project support costs incurred on each multi-site task order, one line per task order;

♦
Non-Superfund costs, as applicable, one line item.

The required format of the invoice s/s attachment is provided in Exhibit I. The sum of the detailed costs on the s/s attachment must equal the total amount invoiced as shown on the cost element summary. Contractors responsible for contracts that involve task orders may submit a separate page for each task order [applying the same format] if so directed by the EPA Project Officer. The contractor shall use the invoice **s/s attachment** to record current monthly charges, indirect rate/audit adjustments, and adjustments for previously invoiced costs.

Contractors shall submit the invoices/vouchers in compliance with the contract "Submission of Invoices Clause" to the Research Triangle Park-Financial Management Center (RTP-FMC).

At fiscal year-end, contractors shall also allocate their non-site-specific costs through the annual allocation process as described in **Attachment 5** within the Contract.

Questions regarding site specific invoicing requirements should be directed to the Chief, Contract Payment Section, RTP-FMC at (919)541-2304. Questions regarding Annual Allocation should be directed to the **Chief, Program and Cost Accounting Branch, Financial Management Division at (202)564-4925.**

EXPLANATION OF EXHIBIT I
SITE SPECIFIC DETAIL ATTACHMENT

The contractor shall report the total invoiced costs on the invoice s/s attachment broken down by the five categories of site/non-site charges: ***Sites with an EPA SSID; all other sites without an EPA SSID; Superfund non-site costs; non-Superfund costs, and previous invoice site corrections.*** For each site/non-site charge incurred during the billing period, the contractor shall provide the following information:

Column No.
Column Title

1
(Optional) Technical Direction Document (TDDs) or Task Order (TO) - The full TO number is provided by the applicable EPA

contract manager, e.g., the Task Manager. If the contractor is providing a separate page for each TO, the TO number may be placed in the upper left corner. Otherwise the TO or TDD numbers must be placed in this column.

2
Region/SSID- This four-digit code, e.g., ***01X3*** or ***A1X3***, consists of:
a.
The first digit will always be a ***"0" ZERO.*** Unless the region exceeds the use of two-digit sites; then the first digit will be an ***alpha, e.g., "A", "B".***
Thus the SSID will be ***A1X3;***
b.
The second digit is the regional identifier, e.g., one (1) for Region I, two (2) for Region II, etc. and zero (0) for Region X,
c.
The third and fourth digits, representing the sites, are the last two digits of the four- digit SSID ***(see 2.a)***.
Example, if Region I sites ***did not exceed*** *two digits, the Region/SSID will be* ***01X3****; however, if Region I sites* ***exceeded*** *the two digits, the Region/SSID will be* ***A1X3****.*

3
Action Code - Starting with FY96 funding, a two-digit action code must be used to represent different remedial, removal, and enforcement actions as provided by the Project Officer, via the TO or the TDD.

However, for FY95 funding and before, the one-digit activity code may be used. ***(Note- For FY***

1995 and prior, it was called 'activity' code; from FY 1996 and forward, it will be called 'action' code.)

4
Operable Unit - If an EPA SSID has been separated into operable units

or sub-sites for cost recovery purposes and have not been assigned their own SSID, the costs should be included on the invoice by operable unit name and any numeric designation of two digits. The operable unit number must be provided by the EPA contract manager, e.g., Task Manager, Project Officer, etc. These operable unit costs should be subtotaled by the "parent" SSID for internal tracking purposes by EPA.

5
Site Name or Non-site Description - The name of
the site, up to 28
characters. *When the site name exceeds 28 characters, use the first 28.*
***NOTE*:** For non-site-specific activities, use this column to briefly describe
the non-site activity.

6
Action Sequence Number(Cost Organization Code)- The four-digit
code used to represent the activities performed will be provided by the
Task Manager/Project Officer on the TO or TDD. This code is required for

all Superfund costs (site-specific and non-site-specific).

7
IFMS line Reference - Column shall be left blank. The IFMS line
reference will be inserted by an EPA invoice Approving Official ***(PO)***.
This three-digit line reference is found on the Invoice Approval Form
(2550- 19T).

8
Invoice Number/Legend - For corrections, insert the invoice number

referencing the original charge for which the correction is being made. An invoice legend must be included at the bottom of the attachment, or on a separate enclosure to the S/S Attachment. The invoice legend shall describe the reason for the correction as it relates to a previously invoiced and paid amount. If more than one correction is made, explanation must be given for each by referencing the invoice number. The net amount for all corrections in column nine (9) must always be zero "00."

9
<u>Current/Adjustment Amount</u> - The amount to be charged or credited to the SSID, Operable Unit, pre-SSID, or non-site-specific account. If there are operable units within a site, list the cost of each Operable Unit and provide a subtotal for each SSID. SSID's must be sorted by region and site within each region.

10
<u>Cumulative Charge</u> - Show the cumulative charge for each Operable Unit, SSID or Pre-SSID.

Incurred and claimed charges should be listed and subtotaled on the **S/S Attachment** by row sequential order.

<u>Row</u>
<u>Row Title</u>

1
Previous invoice site corrections; ***This is not for reclaiming previously suspended costs, nor intended for any indirect cost or audit adjustments.*** Only corrections or adjustments of site costs charged to previous invoices shall be listed in ***Row 1.*** The subtotal for all

corrections or adjustments in this row should equal zero. Every line item correction or adjustment must reference an original invoice number where the charge first appeared and a reason for the adjustment.

2
Sites W/SSID; Costs for sites with an EPA SSID. The SSID is provided by the EPA contract manager, e.g., Task Manager or Project Officer (PO).

3
Sites W/O SSID; Costs associated with Superfund site-specific work where no SSID has been established "ZZ" accounts. Once the SSID is established, all "ZZ" costs associated with that site should be reclassified (adjusted from the "ZZ" to the appropriate site within 30 days of establishing the SSID). Thus, the contractor must, immediately, submit a letter to the Project Officer (PO) with an S/S Attachment. Only section one (1)-- ***Previous Invoice Site Correction--*** must be completed. Consequently, the PO approves the reclassification letter and sends it to RTP-Financial Management Center for cost redistribution.

4
***Non-site Superfund*;** Superfund non-site-specific costs, along with base and award fees, as described below.

Contract-wide Program Management - Technical and Administrative;
For those contracts requiring separate identification of technical and administrative program management *such as* ARCS. the respective amounts should be delineated in compliance with instructions provided either by the contract or TO. The requirement for separation of program management is defined in "Administrative Guidance under ARCS" and is available from the ***Regional/Remedial Service Center,***
Superfund/RCRA Regional Procurement Operations Division, Office of Acquisition Management (OAM) at **(202) 564-4712.**

For contractors not subject to the technical/administrative differentiation requirements, contract -wide program management should be listed under "Contract-wide Program Management- Administrative."

Task Order Project Support; this line(s) shall include non-site-specific project support and management incurred with individual multi-site TOs. The contractor should note that these costs should also be allocated to the sites under each respective TO as part of the annual allocation process. For further Guidance on annual allocation, contact the ***Program and Cost Accounting Branch*** at **(202) 564-4925.**

Other Non-Site-specific Activities;
If the contractors engage in activities apart from program management as described above, which cannot be
related to specific sites, each of these activities must be described under the column six ***(Site Name/Non-site description).*** The purpose of breaking out non-site activities from program support is to assist the contractor and EPA in preparing the Annual Allocation report at the end of the year. All non-site activities must be determined to be either site-support or program-wide for cost recovery through the Annual Allocation process. Please note that, like Contract-wide non-site activities, these are also allocated to sites through the Annual Allocation process. See the Annual allocation contract clause and guidance for further details or contact the ***Chief, Program and Cost Accounting Branch at (202)564-4925.***

Base and Award Fees; Base and Award Fees ***which are not*** site-specific should be listed in this Superfund Non-site Section.

5
Non-superfund; All non-Superfund costs invoiced should be reported on the s/s attachment by appropriation such as Oil, RCRA, etc. These

costs must be sorted by TDD/TO within each appropriation; as directed by the project officer.

6
Total Invoice Amount; This amount is the total of the costs listed in column 9, "Current/Adjustment Amount," e.g., the total charges for this billing period. This must equal the total amount on the invoice cost element summary. There should be no total for the cumulative charge column.

NOTES TO SITE ATTACHMENT:

♦
Provide one line per site or activity, sorted alpha/numerically and by Region.

♦
Page Formatting:
Upper Left Corner - Contract Number, Delivery Order Number (if applicable), Invoice Number, and TO (optional).
Upper Right Corner - Contractor Name and Invoice Period of Performance.
Bottom Left Corner - Invoice Legend for previous invoice adjustments. This information may be provided as an enclosure to the s/s attachment if it could not be provided on the bottom left corner.
Bottom Right Corner - Page number for the attachments, e.g., Page 1 of 7, 2 of 7, etc.

EXHIBIT I
SITE SPECIFIC DETAIL ATTACHMENT

CONTRACT #: 68-W1-1234
INVOICE #: 151
DELIVERY ORDER #:_____
CONTRACTOR NAME: ABC COMPANY
WORK ASSIGNMENT#_____
INVOICE PERIOD OF PERFORMANCE: 03/27/97-04/27/97

Sort by Region and by site

	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
Cost Categories	(Optional) TDD/WA #	Regional SSID (4 posi)	Action Code (2 Pos)	Operable Unit (2 Pos)	Site Name Non-Site Description	Action Seq. # (Cost Org.Code) (4 pos)	IFMS line Reference (3 Pos)	Invoice # legend	Current/ adjustment Amount	Cumulative Charge
1. PREVIOUS INVOICE SITE CORRECTIONS										
								SUBTOTAL		
2. SITES WITH SSID										
SUB TOTAL								SUBTOTAL		

	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
3. SITES WITHOUT SSID										
SUB TOTAL								SUBTOTAL		
4. NON-SITE SUPERFUND A) CONTRACT WIDE PROGRAM MANAGEMENT -- MOBILIZATION (RACs) -- TECHNICAL -- ADMINISTRATIVE -- EQUIPMENT (RACs) B) WA PROJECT SUPPORT C) OTHER NON-SITE SPECIF ACTIVITIES: -- SITE SUPPORT --PROGRAM SUPPORT D) BASE FEE E) AWARD FEE SUB TOTAL								SUBTOTAL		
TOTAL SUPERFUND										
5. NON-SUPERFUND A) Oil Spill Activities							ADD			
6. TOTAL INVOICE AMOUNT								TOTAL		

INVOICE LEGEND:

123- Error in charging work assignment and site number

ATTACHMENT 3

EMERGENCY RESPONSE EQUIPMENT

The following list is a compilation of potential equipment that regions may own. This list of equipment was developed by the EPA Counter Terrorism (CT) Technical Group, which consists of On-Scene Coordinator (OSC) representatives. The list consists of nationally consistent equipment deemed necessary for OSCs to do their job. EPA has concluded that this type of equipment is necessary to successful performance of emergency response as described in the START III SOW. The following list is not comprehensive and may be modified as equipment technology or needs change. The purpose of this list is to allow potential contractors to see what equipment EPA uses, and to see what equipment contractors will be expected to know how to operate, maintain, calibrate, decontaminate, etc. as required under the SOW relating to equipment. These equipment items are available to both EPA and current START Contractor personnel for purchase under Blanket Purchase Agreements (BPAs) at the following website: http://www.epa.gov/oamsrpod/ersc/bpa/index.htm. As new contracts are awarded, those contractors will be authorized to order equipment from these BPAs for their own use.

This list is not Government Furnished Property (GFP). If GFP is made available, it will be listed here. If GFP is made available the contractor will be required to comply with all clauses relating to GFP found in section G, H, and I pursuant to FAR Part 45. If GFP is made available EPA will make a central tracking system avaible.

The complete list of Emergency Response Equipment is located at http://www.epa.gov/oamsrpod/ersc/start/eoe.pdf.

ATTACHMENT 4

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 djustment. 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.

ATTACHMENT 5

REPORTS OF WORK

REPORTS OF WORK
SUPERFUND TECHNICAL ASSESSMENT & RESPONSE TEAM III (START III)

The Contractor shall furnish copies of routine reports to the designated addressees. Each report shall cite the contract number and identify the U.S. Environmental Protection Agency as the sponsoring agency.

Title of Report	Quantity Required	Recipient(s)
Monthly Progress Report	2	Project Officer, Contracting Officer
Cost Tracking Report	2	Project Officer, OSC
Emergency Response Equipment Report	2	Project Officer, Regional Removal Manager
Incident Command System Report	2	Project Officer, Regional Removal Manager
ANNUAL ALLOCATION OF NON-SITE COSTS REPORT	2	Project Officer, OSC
Acquisition of Environmentally Preferable Products	4	Contracting Officer, Project Officer, Regional Environmental Preference Coordinator, National Environmental Preference Coordinator
Other Regional Reports		

A.
MONTHLY PROGRESS REPORT - INDEFINITE DELIVERY/INDEFINITE QUANTITY FIXED RATE SERVICES CONTRACT

The contractor shall furnish the below listed copies of a combined monthly technical and financial progress report briefly stating the progress made, including the percentage of the work ordered and completed during the reporting period. Specific discussions shall include difficulties encountered and remedial action taken during the reporting period and anticipated activity during the subsequent reporting period.

The report shall include the following financial information for each task order:

(1) Task order number, date and title;

(2) EPA client organization;

(3) Period of performance, including explanations for any extensions that may be needed;

(4) Number of hours, loaded rate applied, and corresponding total dollar amount expended for each employee (by name) within all labor categories employed during the reporting period;

(5) Cumulative number of hours and corresponding dollar amounts expended to date by labor category;

(6) Cumulative listing of all invoices submitted including invoice number, date submitted, period of invoice, total amount of invoice, and amount paid;

(7) Any accumulated charges that have not been invoiced and reasons why they have not been billed;

(8) Estimated costs and labor hours to be expended during the next reporting period.

(c) The reports shall be submitted to the following addresses on or before the _____ of each month following the first complete calendar month of the contract. Distribute reports as follows:

Number of Copies
Addressees

1
Project Officer
1
Contracting Officer

NOTE: This report is only required for months during which activity has occurred under this contract. If no delivery/task orders are active during a month, a report is not required for that month.

B.
REPORTING REQUIREMENT FOR RCMS OR EQUIVALENT COST TRACKING SYSTEM

Cost reports should be provided monthly. The reporting system should be capable of providing daily and weekly reports, if needed.

The reports should provide the following information:

Total hours and costs for the period and cumulative to date.

The costs should be broken down by element.

		Current Period	Cumulative To-Date Current Contract Year	Cumulative To-Date Total Contract
Direct Labor (List Specific Categories)	Hours Per Labor Category	Cost	Cost	Cost
Team Subcontractors (List Specific Categories)	Hours Per labor Category	Cost	Cost	Cost
Pool Subcontractors		Cost	Cost	Cost

ODC's: Analytical Services Travel Supplies Equipment Direct Materials G&A/Material Handling	Rate	Cost Cost Cost Cost Cost Cost	Cost Cost Cost Cost Cost Cost	Cost Cost Cost Cost Cost Cost
Total		$	$	$

This information should also be available for each site.

The system should also be able to provide cost data by Performance Work Statement (PWS) task/function. However, the detail by element will not be necessary for that report. The report costs by function will show hours and costs, fee will be shown separately.

C.
REPORTING REQUIREMENT FOR EMERGENCY RESPONSE EQUIPMENT (If Applicable)

The contractor shall provide an inventory of Standardized Emergency Response Equipment as of September 30th and due on November 15th of each contract year (See Attachment 3 for a Emergency Response Equipment list). This report should include all equipment to which the contractor has access. The report should indicate whether the contractor (1) Owns the equipment (2) Rents or leases the equipment (3) Has guaranteed access to the equipment. The contractor should also indicate access to any other equipment they have access to that may be relevant to emergency response but is not listed in Attachment 3. This inventory should be distributed to the Regional Removal Manager, Project Officer, and APAR.

D.
INCIDENT COMMAND SYSTEM (ICS) REPORT

The contractor shall provide an annual ICS Report to the Project Officer and Regional Removal Manager as of September 30th and due on November 15th of each contract year. This report should include all efforts made by the contractor to maintain the training requirements as specified in the PWS (Attachment 1).

E.
ANNUAL ALLOCATION OF NON-SITE COSTS REPORT

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, the contractor shall provide the Program Costing Staff (PCS) of the Office of Financial Management,EPA the total amount of all paid invoices for the annual allocation period. PCS will

reconcile this amount and confirm the total amount paid. Once the contractor receives confirmation of the reconcilation amount, the contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the reconciled invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report.

(c) PCS will review the draft report and notify the contractor either verbally or in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report in EXCEL or Lotus 1-2-3 via email to appropriate staff within PCS. The reports shall be sent to:

Director, Program Costing Staff
Environmental Protection Agency
Office of Financial Management (2733R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, the contractor will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 2003 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the appropriate staff within the Program Costing Staff, OFM before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

1) Provide Invoice listing to EPA in order for EPA to reconcile the paid amounts,

2) Identify costs charged to sites with SSIDs and without SSIDs,

3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and

4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, multi-site project management, if applicable) - Payments made to the contractor for the specific management and administration of the contract or mult-site work assignment as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over $5,000.00 and a useful life of greater than one year.

Start-up Costs (mobilization) - costs incurred generally in the first year and associated with efforts benefitting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Director, Program Costing Staff, OFM, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of $5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.

- Start-up costs, if applicable, shall be amortized over the life of the contract.

- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Director, Program Costing Staff,OFM.

Annual Allocation Report

Required:

- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal

year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Director, Program Costing Staff, OFM at (202) 564-7654 or Tina Van Pelt at (202) 564-4984 or email at vanpelt.tina@epa.gov. A website: http://www.epa.gov/ocfo/finstatement/finstatement.htm contains the annual allocation instructions with the Lotus spreadsheet templates.

In the future, after 2004, the annual allocation submissions may be required through a website instead of in spreadsheet format.

Reporting Requirement for Acquisition and Use of Environmentally Preferable Products and Services (EP-S 97-1) (May 1999)

F.
The Contractor shall submit a report, no longer than ten (10) pages in length, detailing the environmentally preferable activities accomplished or purchases made within the 12-month period from 1 October___ to 30 September___. The format described in **Attachment 11** shall be used in completing this annual report. The contractor shall submit the report to the Regional Contracting Officer, Project Officer, Regional Environmental Preference Coordinator, and National Environmental Preference Coordinator, before November 15th of each year. The contractor's environmentally preferable practices will be evaluated as part of the award term determination in accordance with the PWS and Section H clauses entitled "Award Term Incentive Guidance."

The addresses to submit the information are as follows:

Project Officer

To Be Determined At Time of Award

Regional Environmental Preference Coordinator

To Be Determined At Time of Award

National Environmental Preference Coordinator

To Be Determined At Time of Award

G. Other Required Reports

Any other required reports will be added as needed to meet regional specific needs.

ATTACHMENT 6

QUALITY ASSURANCE PROJECT PLAN

R1 QA REQUIREMENTS (REFERENCE CLAUSE E.1)

ANSI/ASQ E4 - 2004, Quality Systems for Environmental Data and Technology Programs - Requirements with Guidance for Use, American National Standard, February 2004.

EPA QA/R-2, EPA Requirements for Quality Management Plans, March 2001, or most recent revision.
http://www.epa.gov/quality/qa_docs.html

EPA QA/R-5, EPA Requirements for Quality Assurance Project, March 2001 or most recent revision.
http://www.epa.gov/quality/qa_docs.html

Region I, EPA- New England Compendium of Quality Assurance Project Plan Requirements and Guidance, October 1, 1999 or most recent revision.
http://epa.gov/ne/measure/qappcompendium.pdf

Region I, EPA-New England Quality Assurance Project Plan Manual, September 1998,
or most recent revision.

EPA Region I Performance Evaluation Program Guidance, July 1996, or most recent revision.

Region I, EPA-New England Data Validation Functional Guidelines for Evaluating
Environmental Analysis, December 1996, or most recent revision.
http://epa.gov/ne/oeme/index.html

QUALITY ASSURANCE/QUALITY CONTROL GUIDANCE FOR REMOVAL ACTIVITIES, INTERIM FINAL, OSWER DIRECTIVE 9360.4-01 (APRIL 1990)
This document can be obtained at the following address:
http://www.epa.gov/cgi-bin/claritgw?op-Display&document=clserv:OSWER:1427;&rank=4&template=epa

The three Technical Information Bulletins (TIB) which provide updates to this guidance can be obtained at:
http://www.epa.gov/oam/srpod/index.htm#solam

ATTACHMENT 7

AWARD TERM INCENTIVE PLAN

AWARD TERM INCENTIVE PLAN

I. INTRODUCTION: This plan covers the administration of the award term provisions of the START contract.

a. PERFORMANCE STANDARDS

The contractor must perform all activities stated in the PWS in accordance with the guidance listed in all PWS Exhibits, as well as all other applicable guidance. The contractor must meet the schedule outlined in the approved Task Order (TO), Technical Direction (TD), or Technical Direction Document (TDD). The contractor must not exceed the dollar amount specified in the approved TO, TD, or TDD.

b. ACCEPTABLE QUALITY LEVEL (AQL)

The contractor performs all activities stated in the PWS in accordance with the guidance listed in all PWS Exhibits, as well as all other applicable guidance and the TO, TD, or TDD.

c. MONITORING METHOD

EPA will evaluate the contractor's performance on a monthly basis as part of the invoice/status report approval process. EPA will also evaluate the contractor's performance during the annual past performance review and may periodically perform additional review of selected requirements.

d. INCENTIVES/DISINCENTIVES

Should the contractor fail to meet one or more of the performance standards more than one time, this repeated failure to adequately perform will be noted on the contractor's performance rating.

Should the contractor fail to meet the AQLs, EPA may require the contractor to correct the deficiencies, as provided in FAR 52.246-6 (MAY 2001) Inspection - Time & Material and Labor-Hour.

Excellence in performance as it relates to overall quality, timeliness and cost effectiveness of work is expected in order to earn an award term extension of performance. Additional factors to be weighed in deciding whether an award term extension is earned are as follows: contractor continues to train and be certified in ICS; 2) contractor ownership or at least guarantee of independent (non-government) access to standardized emergency response equipment; 3) demonstration of commitment to "environmentally preferable" business practices, including "green procurement;" 4) and for large business prime contractors, meeting socioeconomic subcontractor goals as stated in the contractor's submitted Subcontracting Plan.

The determination to grant an award term extension is at the sole discretion of EPA and is not subject to the Disputes Act.

<u>OBJECTIVE OF THE AWARD TERM:</u>

The award term incentive affords the contractor an opportunity to earn additional award terms commensurate with the achievement of consistently good performance in pursuit of contractual objectives and goals.

The decision to extend the period of performance under this contract is dependent upon government need, AND the contractor's performance over the prior years of performance. The Award Term decision is based upon an evaluation by program and contracting personnel regarding the contractor's performance. The purpose of the Award Term incentive is to motivate the contractor to provide excellence in the performance of activities related both collectively and individually on all Task Orders issued under this contract.

The Award Term evaluation and decision, as determined by the Award Term Determination Official (ATDO), shall be based upon completed Task Orders which are fixed-rate. The Performance Evaluation Board (PEB) will make a recommendation to extend the period of performance. The PEB will consist of the following individuals: **Chief of the Contracts Management Section, Regional Removal Manager, Project Officer, and Contracting Officer.** During the base period and **Award Term I**, the decision to extend the period of performance based upon an Award Term decision will be made not less than 2 months prior to the date of the next Award Term. The contract evaluation periods are as follows:

Contract Period of Performance		Contract Evaluation Period
Base	**Months 1-36**	**For the first evaluation period, the award term evaluation will be arrived at by averaging all Task Order performance ratings.** **Award Term decision to be finalized not later than the end of Month 34. Notification of intent to extend the period of performance to be issued by end of Month 34 (60 days in advance).**
Award Term I	**Months 37-60**	**Second Evaluation Period: Award Term decision to be finalized not later than the end of month 58. Notification of intent to extend the period of performance to be issued by end of Month 58 (60 days in advance).**
Award Term II	**Months 61-84**	**No Award Term Evaluations or decisions will be made during this Award Term. Standard annual and end-of-contract performance evaluations will be performed.**

II. PERFORMANCE EVALUATION CATEGORIES, CRITERIA, AND RATING GUIDELINES

In order to evaluate the contractor's performance at the completion of all Task Orders, evaluation categories and a set of evaluation criteria have been developed. This section highlights these components of the plan by defining each performance evaluation category and describing rating guidelines for scoring work performed under each of the criteria.

Performance Evaluation Category:

The Government shall conduct an overall evaluation of the contractor's performance of Task Orders during each evaluation period as set forth in this plan.

Rating Guidelines:

Rating guidelines for each of the performance evaluation criteria are provided in Exhibit C. These guidelines are provided to establish a uniform system of evaluating performance for each of the evaluation criteria.

III. EVALUATION REQUIREMENTS

The applicable evaluation requirements are attached as indicated below:

Requirement	Exhibit
Adjectival Ratings	A
Evaluation Criteria for Task Orders	B
Rating Guidelines for Performance Evaluation Criteria	C
Task Order Evaluation	D

Exhibit A

ADJECTIVAL RATINGS

Adjectival Ratings shall be broken down into the six (6) categories shown below. These ratings are similar to the NIH Past Performance rating system.

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

A decision to extend the period of performance under this contract will be made only upon the contractor achieving the appropriate award term rating during an evaluation period as set forth below. For each evaluation period, the overall rating will be a composite of the individual scores for the elements. The contractor is required to score an overall rating of "Good" or above. If the contractor achieves the above rating, the Government may unilaterally extend the period of performance.

Exhibit B

EVALUATION CRITERIA

NOTE: These categories of evaluation criteria are similar to those used on the Past Performance Questionnaire used during the solicitation phase for the award of this contract.

1. QUALITY OF SERVICES DELIVERED:

a. The contractor's performance in complying with contract requirements, quality achieved, and overall technical expertise demonstrated.

b. Extent to which the contractor's reports and documentation were accurate, complete and submitted in a timely manner.

c. The contractor's key personnel (technical expertise, management capabilities).

d. The contractor's key personnel response to technical direction by government.

2. EFFECTIVENESS OF MANAGEMENT:

Extent to which the contractor was able to solve contract performance problems, including subcontractor performance problems, without extensive guidance from government.

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

Extent to which the contractor displayed initiative in meeting requirements.

4. TIMELINESS OF PERFORMANCE:

Extent to which the contractor met project schedules.

5. COST CONTROL:

a. Extent to which the contractor displayed initiative in controlling overall Task Order costs.

b. Extent to which the contractor was able to track costs and provide accurate, complete and timely tracking reports.

c. Extent to which the contractor's billings were current, accurate and complete.

6. BUSINESS PRACTICES:

Extent to which the contractor coordinated and cooperated with the government.

7. CUSTOMER SATISFACTION:

Extent to which the contractor satisfied overall performance requirements.

8. EMERGENCY RESPONSE:

Extent to which the contractor fulfilled requirements during emergency responses.

Exhibit C

Rating Guidelines For Performance Evaluation Criteria

On the Task Order Evaluation, each OSC will assign each category listed in Exhibit B one of the following ratings:

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

The following criteria will be used as guidance in completing these evaluations.

A. UNSATISFACTORY

QUALITY OF SERVICES DELIVERED: Non-conformance is jeopardizing the achievement of contract requirements despite major Agency involvements.

EFFECTIVENESS OF MANAGEMENT: Ineffective management and inability to solve contract performance problems is jeopardizing the achievement of contract requirements despite major Agency involvement.

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor’s complete lack in displaying initiative in meeting requirements is jeopardizing the achievement of contract requirements despite major Agency involvement.

TIMELINESS OF PERFORMANCE: Delays are jeopardizing performance of contract requirements despite major Agency involvement.

COST CONTROL: Inability to manage cost issues is jeopardizing performance of contract requirements despite major Agency involvement.

BUSINESS PRACTICES: Response to inquiries, technical/service/administrative issues is not effective.

CUSTOMER SATISFACTION: Overall performance of the contractor is jeopardizing the achievement of contract requirements despite major Agency involvement.

EMERGENCY RESPONSE: Performance of the contractor during emergency responses is jeopardizing the achievement of contract requirements despite major Agency involvement.

B. POOR

QUALITY OF SERVICES DELIVERED: Overall compliance requires major Agency involvement to ensure achievement of contract requirements.

EFFECTIVENESS OF MANAGEMENT: Effective management and ability to solve contract performance problems requires major Agency involvement to ensure achievement of contract requirements.

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor’s display of initiative in meeting requirements requires major Agency involvement.

TIMELINESS OF PERFORMANCE: Delays require major Agency involvement to ensure achievement of contract requirements.

COST CONTROL: Ability to manage cost issues requires major Agency involvement to ensure achievement of contract requirements.

BUSINESS PRACTICES: Response to inquires, technical/service/administrative issues is marginally effective.

CUSTOMER SATISFACTION: Overall performance of the contractor requires major Agency involvement to ensure achievement of contract requirements.

EMERGENCY RESPONSE: Performance of the contractor during emergency responses requires major Agency involvement to ensure achievement of contract requirements.

C. FAIR

QUALITY OF SERVICES DELIVERED: Overall compliance requires minor Agency involvement to ensure achievement of contract requirements.

EFFECTIVENESS OF MANAGEMENT: Effective management and ability to solve contract performance problems requires minor Agency involvement to ensure achievement of contract requirements.

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor’s display of initiative in meeting requirements requires minor Agency involvement.

TIMELINESS OF PERFORMANCE: Delays require minor Agency involvement to ensure achievement of contract requirements.

COST CONTROL: Ability to manage cost issues requires minor Agency involvement to ensure achievement of contract requirements.

BUSINESS PRACTICES: Response to inquiries, technical/service/administrative issue is somewhat effective.

CUSTOMER SATISFACTION: Overall performance requires minor Agency involvement to ensure achievement of contract requirements.

EMERGENCY RESPONSE: Performance during emergency responses requires minor Agency involvement to ensure achievement of contract requirements.

D. GOOD

QUALITY OF SERVICES DELIVERED: Overall compliance requires no Agency involvement to ensure achievement of contract requirements.

EFFECTIVENESS OF MANAGEMENT: Effective management and ability to solve contract performance problems requires no Agency involvement to ensure achievement of contract requirements.

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor’s display of initiative in meeting requirements requires no Agency involvement.

TIMELINESS OF PERFORMANCE: Delays require no Agency involvement to ensure achievement of contract requirements.

COST CONTROL: Management of cost issues requires no Agency involvement to ensure achievement of contract requirements.

BUSINESS PRACTICES: Response to inquires, technical/service/administrative issues is usually effective.

CUSTOMER SATISFACTION: Overall performance requires no Agency involvement to ensure achievement of contract requirements.

EMERGENCY RESPONSE: Performance during emergency responses required no Agency involvement to ensure achievement of contract requirements.

E. EXCELLENT

QUALITY OF SERVICES DELIVERED: There are no quality problems and quality slightly exceeds the contract requirements.

EFFECTIVENESS OF MANAGEMENT: The contractor’s ability to effectively manage the contract and ability to solve contract performance problems slightly exceeds contract requirements.

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor’s display of initiative in meeting requirements slightly exceeds contract requirements.

TIMELINESS OF PERFORMANCE: There are no unexcused delays and performance slightly exceeds contract requirements.

COST CONTROL: There are no unresolved cost management issues and performance in this area slightly exceeds contract requirements.

BUSINESS PRACTICES: Response to inquires, technical/service/administrative issues is effective and performance in this area slightly exceeds contract requirements.

CUSTOMER SATISFACTION: Overall performance slightly exceeds contract requirements.

EMERGENCY RESPONSE: Performance during emergency responses slightly exceeds contract requirements.

F. OUTSTANDING (all categories)

The contractor demonstrates an outstanding performance level in all of the categories that justifies adding a point to the score. (It is expected that this rating will be used in those rare circumstances when contractor performance clearly and greatly exceeds the performance levels required by the contract.)

Exhibit 4

TASK ORDER EVALUATION

Contractor/Name and Address (City and State):

Task Order Number:

Task Order Amount:

Period of Performance: From _____ To _____.

Brief Description of Work:

Location of Work: _____.

Names and telephone numbers of Contractor personnel responsible for managing the contract:

1. QUALITY OF SERVICES DELIVERED:

a. Rate the contractor's performance in complying with contract requirements, quality achieved, and overall technical expertise demonstrated.

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

Remarks:

b. Rate the contractor's performance in submitting reports and documentation that are accurate, complete and submitted in a timely manner.

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

Remarks:

c. Rate the contractor’s key personnel (technical expertise, management capabilities).

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

Remarks:

d. Rate the contractor’s key personnel response to technical direction by government.

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

Remarks:

2. EFFECTIVENESS OF MANAGEMENT:

Rate the contractor’s ablity to solve contract performance problems, including subcontractor performance problems, without extensive guidance from government.

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

Remarks:

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

Rate the contractor’s display of initiative in meeting requirements.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,

3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

4. TIMELINESS OF PERFORMANCE:

Rate the contractor's ability to meet project schedules.

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

Remarks:

5. COST CONTROL:

a. Rate the contractor's display of initiative in controlling overall Task Order costs.

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

Remarks:

b. Rate the contractor's ablity to track costs and provide accurate, complete and timely tracking reports.

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

Remarks:

c. Rate the contractor’s performance in submitting billings that were current, accurate and complete.

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

Remarks:

6. BUSINESS PRACTICES:

Rate the contractor’s ability in coordinating and cooperating with the government.

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

Remarks:

7. CUSTOMER SATISFACTION:

Rate the contractor’s overall performance.

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

Remarks:

8. EMERGENCY RESPONSE

Rate the contractor’s performance during Emergency Response situations.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,

3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

ATTACHMENT 8

MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLAN

1. PURPOSE

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

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from

time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

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

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

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Technical Direction Document (TDD), or Task Order (TO) 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 TDD/TO certification within 20 days of receipt of the work from EPA.

NOTE: TDD/TO 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 TDD/TO 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 TDD/TO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

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

I. 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. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 9

RESPONSE AND KEY PERSONNEL QUALIFICATIONS

RESPONSE QUALIFICATIONS

The contractor shall develop a Readiness Plan detailing the organizational, operational, and technical strategy for response to CERCLA, OPA, Stafford Act and counter-terrorism emergencies on a 24-hour basis. The Readiness Plan shall incorporate approaches to response showing how the contractor is organized to ensure that the appropriate numbers of equipment, personnel, and resources are mobilized for each type of response. These approaches should take into account incident size and severity, from small incidents to incidents of national significance. The response tier approach to be deployed for a particular incident shall be determined by the tasking OSC. The Readiness Plan shall include provision for an on-call response system to quickly deploy personnel and equipment to respond to each approach of an incident or release. The Readiness Plan shall address contractor's plan for transportation/mobilization of personnel, equipment and resources to incidents throughout the region.

The contractor shall designate a Readiness Coordinator who will be responsible for the implementation of the Readiness Plan and will ensure all aspects of emergency readiness for this contract. The contractor shall also designate a Core Readiness Team with personnel capable of responding, within the tiered approach, to typical regional based responses as well as responses requiring national deployment of major response resources. When tasked to respond to emergencies as described above, responders shall be assembled from members of the Core Readiness Team and shall consist of a Team Leader and team members in numbers consistent with the level of tiered response deployed. Each member of the Core Readiness Team is expected to maintain a state of readiness should full deployment be required. The Readiness Plan shall also address how the contractor plans to maintain readiness among adjunct and non-Readiness Team workforce who might respond during a large scale incident.

The contractor shall maintain Level A emergency response capabilities, within the Core Readiness Team, that meet the requirements of the PWS (Attachment 1). EPA intends to utilize these capabilities to respond to incidents that require Level A personnel protective equipment (PPE). Level A emergency responses may involve industrial chemicals and/or incidents involving materials associated with terrorist activities, including the following:

- Biological warfare agents;
- Radiological materials;
- Chemical warfare agents (i.e. nerve agents, blister agents, blood agents, choking agents, etc.); and
- Other industrial chemicals that might be used as weapons.

The contractor shall provide a Level A team or teams, from its pool of Core Readiness Team members with appropriate equipment necessary to perform Level A response operations safely and in a timely manner. Level A teams shall respond, fully equipped, to an incident within specified minimum response times, with sufficient PPE and supplies to support Level A operations during the initial 12 hours of a response. The contractor shall have a Health and Safety Program sufficient to support Level A operations and written standard operating procedures (SOP) necessary to ensure that worker safety is not jeopardized. All Level A operations, medical monitoring, SOPs and training of personnel must be conducted in accordance with OSHA 1910.120. Basic hazardous materials training for response personnel shall be consistent with EPA Environmental Response Team training courses, specifically, Hazardous Materials Incident Response Operations (165.5), Emergency Response to Hazardous Materials Incidents (165.15), Air Monitoring for Hazardous Materials

(165.4), and Response Readiness Training. The contractor shall be able to conduct Level A entries independently and jointly with qualified EPA personnel, other EPA contractors, other federal agencies and any agents of EPA based on site conditions. The contractor may be tasked to participate in tactical exercises with EPA in order to develop a working team relationship. Exercises will include the use of contractor and government provided equipment. The contractor's Readiness Plan shall address the development, implementation, and maintenance of level A capabilities described herein.

Basic radiation training for response personnel shall include basic and advanced levels (16 hours). The training requirements listed below describe the national minimum standards that the training must address. The basic radiation training course should provide a fundamental understanding of the nature of ionizing radiation; the biological effects of ionizing radiation; protective measures that can be taken to minimize exposure to ionizing radiation; the contents of NRC Guide 8.13, "Instruction Concerning Prenatal Radiation Exposure;" and the elements of a Radiation Safety and Health Protection Program (the contractor's).

Advanced Radiation training for response personnel shall provide a fundamental understanding of operating principles of radiation detectors, procedures and techniques that have been established for using radiation detection equipment to conduct radiation surveys safely ("Hands-on" familiarization with survey equipment, which are identified in this section and in the National Emergency Response/Counter Terrorism Equipment Priorities List, as well as materials and references referred to in the Health and Safety section of the PWS must be included in the training), limitations of survey instruments, procedures for conducting personnel radiation surveys, Emergency Response surveillance procedures, Federal Radiological Response Plans, procedures for securing expert radiation safety or health physics assistance, work practices and supervisory techniques that can be used to ensure that worker exposure is As Low As Reasonably Achievable (ALARA), and collecting and doing field analysis on an air sample or swipe.

A four hour annual radiation refresher training is required for emergency response personnel. The health physicist will provide the refresher training. Participants must attain a score of 80 percent or higher on the associated examination.

PERSONNEL

GENERAL CORE READINESS TEAM PROFICIENCY REQUIREMENTS:

1. ICS level 300 training and the ability to function in an National Incident Management System/Incident Command System (NIMS/ICS) structure in those functions that are consistent with the START PWS. Ability to manage START resources within each of the ICS functional areas. Typical areas where START ER personnel or resources may be required are documentation unit, division/group supervisor, strike team leaders, and technical specialists. Additional ICS position specific training may be required, as determined.
2. Demonstrate knowledge of and competence in the donning and doffing of the various levels of PPE (Levels A through D). Demonstrate knowledge of the appropriate methods for inspection of PPE including Level A fully encapsulating suit, SCBA, and air purifying respirators.
3. Proficiency in multi-media (air, soil, water, chip/wipe, container) sampling procedures during emergency responses.

4. Demonstrated knowledge of decontamination procedures associated with hazardous materials, chemical, nuclear and biological agents. Demonstrated knowledge of emergency decon and extraction procedures, evaluation of decon efficacy and decontamination of field sampling equipment.
5. Ability to perform standard documentation activities during emergency response using digital and conventional 35 mm cameras, handheld GPS, handheld computers/PDAs, video camera equipment. Ability to draw site sketch/map from field observations, knowledge of chain-of-custody and evidence protection protocols.
6. Proficiency in the operation, maintenance, and calibration of state-of-the-art portable field instrumentation (OVA, spectrometer, flash point test kit, pH meter, and other field test kits) to analyze soil, water, waste, sediments, and air samples collected from uncontrolled hazardous waste sites or spills/releases of oil or hazardous substances.
7. Proficient in the operation, calibration and maintenance of the equipment listed on the National Emergency Response/Counter Terrorism Equipment Priorities List (http://www.epa.gov/oamsrpod/ersc/bpa/crosswalk.pdf). Proficient in the interpretation of data output, and knowledge on the limitations, of field analytical equipment/field test kits, and standard and state-of-the-art field monitoring instruments including the equipment listed on the National Emergency Response/Counter Terrorism Equipment Priorities List.
8. Knowledge of Weapons of Mass Destruction (WMD) agents associated with WMD events and other high hazard responses. Have the capability to identify agents of concerns in WMD events. Knowledge of appropriate decontamination procedures in WMD events.
9. Ability to use monitoring and sampling specific to NBC agents (e.g., nerve and blister agent detection kits, Environics M90 choking and blister detector, biological indicator tools, biological multi-media sampling, Gamma Spectrometer, Summa canisters, portable GC/MS, and portable IR).
10. Proficiency with EPA's Quality Assurance program as it applies to field sampling activities.
11. Proficiency in the operation, maintenance, repair, and calibration of standard and state-of-the-art air sampling and air monitoring instrumentation during responses to uncontrolled hazardous waste sites and or spills/releases of oil or hazardous substances.
12. Proficiency with the operational check-out and radiation surveillance procedures associated with various radiological monitoring equipment, including the following: sodium-iodide based micro-R meters, GM pancake detectors, ion chambers; gas-proportional detectors, particulate air samplers, field-based multi-channel analyzers, real-time alarming rate dosimeters. Proficient in the interpretation of radiological data collected in support of emergency response incidents.
13. Experience should include direct on-scene response to investigate spills and releases of hazardous substances and oil, and emergency response to a variety of releases and incidents.

CORE READINESS TEAM LEADERS:

Physical/Life Scientists/Environmental Engineers

1. BS degree and at least five (5) years experience in conducting emergency and environmental response activities. Demonstrated experience in leading and/or managing a team of responders.

2. Knowledge of air sampling protocols for organic and inorganic compounds using EPA's compendium of air sampling methods and with NIOSH methods for air sampling.
3. Proficiency in the design and development of air sampling and air monitoring plans for emergency responses and removal actions.
4. Proficiency in the use of air dispersion and emission rate models (*HPAC, CATS-JACE, CAMEO, ALOHA)* of potential or on-going releases.
5. Proficiency in conducting health risk assessments related to emergency response incidents.
6. Experience in recommending designs for review by EPA, and conducting EPA approved health and safety monitoring, evaluations, inspections, and plan development, which are required under 29 CFR 1910.120 or other federal regulations that are applicable under the Oil Pollution Act.
7. Proficiency in providing personal air monitoring and/or air sampling on-site as per 29 CFR 1910 (1910.120 and 1910.100, etc).
8. Proficiency in providing personnel with individual PPE as required to conduct field activities at uncontrolled hazardous waste sites and spills/releases of oil and hazardous substances as outlined in the EPA Standard Operating Safety Guides Exhibit 5.5 for Levels of Protection A, B, C, and D, and OSWER Publication number 9285.1-03, available at http://www.ert.org/media_resrcs/media_resrcs.asp.
9. Proficiency in the preparation of written Health and Safety Plans and other associated reports.
10. Proficiency in the operation, procedures, and maintenance of sampling equipment to collect soil, water, waste, sediments, and air samples from uncontrolled hazardous waste sites or spills/releases of oil or hazardous substances.
11. Successful completion of training courses specific to multi-media sampling for hazardous substances.
12. Proficiency in multi-media sampling protocols at emergency response incidents. Sample collection methodology should follow EPA's *Environmental Investigations Standard Operating Procedures and Quality Assurance Manual (May 1996)* or other EPA accepted sampling methodology guidelines.
13. Proficiency in multi-media sampling for radiological analyses and interpretation of data.
14. Capability to respond to WMD events and other high hazard responses, collecting appropriate chemical, biological, and radiological multi-media samples, and the ability to collect samples as evidence to support law enforcement purposes.
15. Proficiency in the interpretation of sampling data and the preparation of technical reports.

READINESS COORDINATOR REQUIREMENTS:

Ensures that contractor responders are equipped and trained in an appropriate manner to provide effective and safe response to emergency situations. Ensures response personnel are properly trained in the operation of monitoring, sampling, and PPE. In addition to the core Emergency Response team, maintains a pool of field ready personnel capable of performing basic field activities in support of emergency, disaster and WMD responses. Responsible for the development of a Readiness Plan, Field Communications Plan, Data Management Plan and Equipment Management Plan.

1. Minimum of five (5) years experience on emergency response teams, leadership of such teams, and a BS degree in Science or Engineering.
2. Managerial and/or technical experience in response to releases of hazardous substances and oil.

3. Experience in the management of training, resource, equipment and personnel in an emergency response/readiness environment.
4. Experience in developing plans and SOPs to maintain response readiness.

ADJUNCT TEAM MEMBER REQUIREMENTS:

The following personnel are expected to supplement the activities of the Emergency Readiness team, when required. These personnel, while not expected to respond to most of the typical regional responses, shall maintain readiness to deploy rapidly. In general, these personnel are expected to have ICS level 200 training and the ability to function in a National Incident Management System/Incident Command System (NIMS/ICS) structure in those functions that are consistent with the START PWS. Adjunct team members are expected to maintain readiness; however, it is not expected that response activities will occupy the majority of their time.

FIELD CHEMIST

1. BS degree in Chemistry and at least five (5) years experience in the application of chemistry principles at hazardous waste sites and/or spills of oil or hazardous substances.
2. Proficiency in the use and preparation of standards and reagents for Hazardous Categorization Analysis (HAZCAT).
3. Knowledge of chemical compatibilities/incompatibilities.
4. Proficiency in identifying appropriate EPA test methods (*SW-846: Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, CLP-Contracting Laboratory Program)* for laboratory analyses and field screening analyses of collected samples.
5. Proficiency in the operation and maintenance of mobile laboratories and/or field analytical capabilities for multi-media organic and inorganic chemical analyses in the field.
6. Proficiency in interpreting field data and the preparation of technical reports.
7. Proficiency in interpreting field data for the purposes of characterization of wastes and determination of appropriate disposal options.
8. Knowledge of Lab Packing.
9. Demonstrated knowledge of the collection, preparation, transport and analytical methodology required by laboratories such as CDC, Battelle, Fort Detrick, Argonne National Lab, and State Health Labs, for acceptance NBC agent analysis.

INDUSTRIAL HYGIENIST

Oversees the contractor's health and safety program under the auspices of the contract. Assures the contractor's compliance with OSHA requirements, including but not limited to, 29 CFR §1910.120. Establishes and approves health and safety SOPs for emergency response activities. Reviews and approves site specific health and safety plans.

1. BA/BS degree Industrial Hygiene, Industrial Health and Safety, or Environmental Engineering/Science.
2. Certified Industrial Hygienist (CIH) with minimum five (5) years Industrial Hygiene experience.
3. Experience providing health and safety training, preparation and review of health and safety plans, conducting safety audits and managing projects.

4. Experience providing safety oversight and audits on field projects, including releases of hazardous substances and oil; emergency, disaster and WMD response; and removal and remedial projects.
5. Demonstrable experience in biosafety, radioactive materials management, field sampling and analysis, decontamination and/or mitigation methods, emergency preparedness, radiation dose assessment and management, and/or toxicology.
6. Demonstrable expertise and experience with OSHA, NIOSH and ACGIH regulations and sampling techniques.

HEALTH PHYSICIST

Provides direction in the external and internal radiation monitoring program for personnel and be involved with radiological environmental monitoring. Evaluates new counting equipment and Health Physics training. Establishes radiological controls for work in handling radiological materials during emergency responses.

1. BS degree in Health Physics, or physical, chemical or biological sciences; MS in Health Physics and/or current certification from the American Board of Health Physicists (ABHP).
2. Demonstrated experience in a broad based radiation safety program in an academic setting.
3. Demonstrated experience in the development, administration and delivery of radiation safety training programs.
4. Demonstrated experience in instrumentation calibration and the performance and evaluation of field surveys.
5. Knowledge of health physics and radiation monitoring programs, procedures, equipment, and experience in methods and procedures used in monitoring for internal and external radiation exposures.
6. Demonstrated familiarity with devices, instruments and practices used to monitor gamma, beta and neutron exposures and exposures to radionuclides.

GIS/MAPPING SPECIALIST

1. Minimum of two (2) years experience using ESRI software to create and produce a variety of custom presentation maps.
2. Demonstrated knowledge of symbology, definition queries and annotation. Working knowledge of GIS including map projections and coordinate systems. Working knowledge of AutoCAD and/or Microstation.
3. Ability to produce maps using environmental data during fast paced, emergency situations. Ability to integrate data gathered from field portable instrumentation, computing devices and laboratory analytical data into maps and drawings suitable for briefing Agency management or for public information.

DATABASE/INFORMATION SPECIALIST

1. Demonstrated ability to manage and manipulate large environmental databases and import data into other management tools.
2. Proficient in the use of MS Office software such as Access and Excel.
3. Experience utilizing relational databases such as Oracle.
4. Experience in basic practices, methods and techniques used in data management, computer and database structures applicable to data management, and basic understanding of the data requirements for a large environmental/engineering project and related processes applicable to indexing and maintaining databases of project documents.

GENERAL CONTRACT KEY PERSONNEL QUALIFICATIONS

The following personnel are identified as key personnel to meet the general requirements of the contract:

PROGRAM MANAGER

Responsible for all activities of the company under the auspices of the contract. Primary technical and managerial contact.

1. Requires ten (10) years experience in field related activities, including but not limited to, collection of samples, air monitoring, site investigations, documentation of site conditions, QA sampling plan preparation, and on-site management of field activities.
2. Requires a minimum of a Bachelor's degree.
3. Good oral and written communication skills are essential.

INDUSTRIAL HYGIENIST

Oversees the contractor's health and safety program under the auspices of the contract. Assures the contractor's compliance with OSHA requirements, including by not limited to, 29 CFR §1910.120. Establishes and approves health and safety SOPs for emergency response activities. Reviews and approves site specific health and safety plans.

1. BA/BS degree in Industrial Hygiene, Industrial Health and Safety, or Environmental Engineering/Science, or similar degree.
2. Certified Industrial Hygienist (CIH) with a minimum of five (5) years Industrial Hygiene experience.
3. Experience providing health and safety training, preparation and review of health and safety plans, conducting safety audits and managing projects.
4. Experience providing safety oversight and audits on field projects including releases of hazardous substances and oil; emergency, disaster and WMD response; and removal and remedial projects.
5. Demonstrable experience in biosafety, radioactive materials management, field sampling and analysis, decontamination and/or mitigation methods, emergency preparedness, radiation dose assessment and management, and/or toxicology.
6. Demonstrable expertise and experience with OSHA, NIOSH and ACGIH regulations and sampling techniques.

INFORMATION TECHNOLOGY MANAGER

Maintains knowledge of developments in the areas of systems, software and hardware to assure new developments within the information field are incorporated, as needed, in current and future systems. Directs and assists

in the analysis, design, and/or development and implementation of complex systems or applications which consider or employ specialized technologies or system configurations such as remote sensing, monitoring systems integration, data logging, and electronic file archiving.

1. BS degree in Math, Computer Science, Engineering, Business and/or IT Project Management.
2. Five (5) years experience with IT and software project management.
3. Demonstrated knowledge in the area of technology critical in the integration and development of systems to include GIS applications; Emergency Management Information Systems; and key EPA software such as, Oracle, Lotus Notes, Arc Info/View, MS databases, Web based applications, and EPA developed emergency response information systems.
4. Experience developing Web based systems using methodologies, including HTML, JavaScript, Java and JSP, SQL Server, and Oracle; software such as Lotus Notes, ArcInfo/View, MS databases and web based applications.
5. Experience leading systems engineers, analysts and programmers to successful task completion.

TOXICOLOGIST/RISK ASSESSOR

1. BS degree in Toxicology and at least five (5) years experience in preparing technical reviews of toxicological problems at CERCLA and/or RCRA sites.
2. Demonstrated understanding of federal environmental regulations (RCRA, CERCLA, CWA, TSCA, SDWA).
3. Demonstrated experience developing ecological and human health risk assessment relevant to EPA guidance (i.e. RAGS Part D and ERAGS).
4. Applied statistical literacy (i.e. statistics as they relate to environmental investigations, risk assessment, toxicology/dose-response, and epidemiology).
5. Certification by the American Board of Toxicology.

Hazard Ranking System (HRS) Specialist

1. BS degree in Chemistry, Science or related field.
2. Familiarity with the HRS and experience in performing site assessments in support of the National Priorities List (NPL).
3. Experience in preparing HRS documentation records and HRS scoring.
4. Familiarity with EPA guidance concerning NPL listing issues and proficient in utilizing EPA scoring software.

Hazardous Waste Specialist

1. Requires five (5) years of experience in coordinating the handling, treatment and disposal issues for hazardous wastes.

2. Experience with hazardous categorization techniques, waste classification and profiling.
3. Experience in the development of waste treatment and disposal options and cost estimates.
4. Familiar with treatment, recycling, recovery, and disposal methods and requirements.
5. Ability to keep abreast of pertinent regulations.

Biologist

1. Requires five (5) years experience in field biology, wildlife biology, aquatic biology, or environmental impacts assessment or combination thereof.
2. Demonstrated experience in dealing with the biological aspects of spills, releases and discharges of oil or hazardous substances into the environment.
3. Working knowledge of the natural resource laws that include, but are not limited to, the Federal Endangered Species Act (ESA).

Geologist

1. BS degree in Geology and at least five (5) years experience in the application of geological principles at hazardous waste sites and/or spills of oil or hazardous substances.
2. Proficiency in the utilization of geologic data bases and aerial photography to evaluate current and previous operating conditions at uncontrolled hazardous waste sites and spills/releases of oil or hazardous substances.
3. Proficiency in conducting surface geophysical surveys.
4. Knowledge of X-Ray fluorescence surveys.
5. Knowledge of soil gas surveys.
6. Knowledge of karst geology.
7. Experience in determining the movement of a wide range of volatile organic compounds and other contaminants in the vadose zone and ground water, as well as a demonstrated background in the application of geology to ground water flow. Capability to model chemical transport of contaminants in the vadose zone and saturated zone.
8. Capability to provide groundwater support for oil spills that are regulated under OPA. Groundwater support to include the evaluation of appropriate recovery and treatment techniques as related to oil spill control.
9. Proficiency in the conduct of aquatic extent of contamination surveys, utilizing sonar, magnetometer, or remote operated vehicle.
10. Maintains state certification for each of the five states in Region 6.

Hydrogeologist

1. BS degree in Geology or related science field and a minimum of five (5) years related experience.
2. Experience conducting remedial investigations involving both soil and groundwater.
3. Familiar with soil and groundwater sampling and groundwater data compilation.
4. Experience conducting field inspections.
5. Demonstrated ability to log soils and install monitoring wells, working knowledge of drilling and sampling methods.
6. Experience with the CERCLA and/or RCRA regulatory process.
7. Demonstrated ability to conduct hazardous waste site investigations and perform environmental field work & data collection.
8. Demonstrated ability to perform geologic and chemical data interpretation and sampling plan development.
9. Proficiency in groundwater modeling, natural attenuation analysis, and risk assessments.

Spill Prevention Control and Countermeasures/Facility Response Plan (SPCC/FRP) Coordinator

1. BS degree in physical science or engineering and a minimum of five (5) years related experience. Oil field background an essential activity.
2. Expertise in review of SPCC and FRP plans. Expertise in the conduct of SPCC and FRP inspections.
3. Experience with the regulatory requirements of the CWA, CERCLA and the NCP.
4. Familiarity with the planning and delivery of compliance assistance and outreach activities such as workshops, seminars and conferences.
5. Thorough knowledge of scheduling, logistics and report generation for the SPCC program.
6. Understanding of all safety protocols for field inspections related to oil field activities.

ATTACHMENT 10

HEALTH AND SAFETY PLAN

ATTACHMENT 11

ENVIRONMENTALLY PREFERABLE PRACTICES

ENVIRONMENTALLY PREFERABLE PRACTICES

1. Guidance on "green" buildings construction as well as operations and maintenance can be obtained at the following addresses: http://www.epa.gov/greenbuilding/

and http://www.wbdg.org

2. Guidance on making both your business and your vehicle fleets "greener" is attached in Exhibit 1 of this attachment.

3. Guidance on utilizing "green" accommodations while on travel status can be obtained at the following address: http://www.epa.gov/opptintr/greenmeetings/current_init.htm#STANDARDS

4. Guidance on planning "green" meetings can be obtained at the following address: http://www.epa.gov/oppt/greenmeetings/tool.htm

5. Guidance on pollution prevention in the workplace can be obtained at the following address: http://www.epa.gov/p2/aboutp2/business.htm

6. Guidance on improving the environmental performance of your business by developing an environmental management system can be obtained at the following address: www.epa.gov/ems

Information on how to get public recognition for meeting your business's EMS targets and having an exemplary EMS can be obtained at: www.epa.gov/performancetrack/

7. Guidance on electronics procurement, reuse, and recycling can be obtained at the following addresses: www.federalelectronicschallenge.net

http://www.epa.gov/wastewise/pubs/wwupda14.pdf and http://www.epa.gov/reg3wcmd/pdf/pcrecycling601.pdf

8. Guidance on doing Environmentally Preferable Purchasing can be reached at the following address: http://www.epa.gov/epp/ and, more specifically, http://www.epa.gov/oppt/epp/products.htm

Guidance on complying with the :buy recycled" Comprehensive Procurements Guidelines or CPG for Federal Facilities and any entity (e.g. federal contractors) which uses Federal Funds to purchase the designated products can be found at www.epa.gov/cpg. A list of products which must be purchased with recycled content in order to comply with the CPG, along with a list of product vendors can be found at http://www.epa.gov/cpg/database.htm.

9. Information on how to get technical assistance for and public recognition of your businesses's efforts to reduce your energy use and waste generation can be obtained at the following addresses:

www.epa.gov/energystar

www.epa.gov/wastewise

PREPARING THE ANNUAL REPORT

For all of those items checked on the cover page of the report, please provide statistics and details on a separate page (not to exceed 10 pages total). For example, 500 hotel reservations were made over the past period of performance and a total of 300 of those reservations were made at four (4) hotels that are involved in environmentally conscious programs.

For all of those items not checked on the cover page, please provide a justification.

Please address any steps your company has taken in the last year to improve its environmental performance. For example, a recent membership in an environmentally conscious group, any environmental awards, etc.

The contractor shall use the following page as the cover page of their report.

ENVIRONMENTAL REPORT

_____(contractor's name) has utilized environmentally preferable practices from 1 October ____ to 30 September ____ as follows (check all that apply):

_____ Utilized environmentally conscious hotels. Reservations at these hotels have been made after confirming that the hotel is involved in an environmentally-conscious program, which may include those programs listed at the address referenced at number 3 above, and/or, meets a majority of the items listed in any of the environmentally conscious guidelines/checklists provided by those programs.

_____ Utilized methods to ensure the buildings are energy and water efficient and offer employees good indoor environmental quality by utilizing information listed on the website referenced in number 1 above.

_____ Utilized methods to ensure that office products/machines purchased for use under this contract are environmentally preferable. See EPA's Green Criteria for Office Supplies to see how we define "green" for various office supplies by going to www.epasupplies.com, then clicking on EPA Overview, Green Office Supplies at EPA.

_____ Utilized methods to ensure that environmentally preferable products and services are procured. Guidance can be found at the websites listed in number 8 above.

_____ Utilized methods to "green" fleet acquisition and maintenance. See Exhibit 1.

_____ Utilized methods to ensure that unusable computer equipment is recycled in an environmentally responsible manner. See number 7 above.

_____ Utilized methods to reduce the amount of pollution emitted by the organization. See the website referenced in number 5 above.

_____ Other actions

_____ List all citations, warnings, judgements, fines issued by any Federal, State, or local authority for violations of any environmental law, regulation, ordinance, or code and briefly describe what action your company has taken or plans to take to come into compliance.

EXHIBIT 1

QUICK TIPS ON HOW TO GREEN

FLEET ACQUISITION AND MAINTENANCE

FLEET ACQUISITION TIPS

★ Review the Federal Express/Environmental Defense partnership which has resulted in the development of a hybrid delivery truck. 20 prototypes will be on the street this fall, and 100 for 2004. They are looking for other partners to test these trucks out.

Contact: Tom Murray or Bashar Zeitoon, Environmental Defense

Email: tmurray@environmentaldefense.org, bzeitoon@environmentaldefense.org

Website:

<http://www.environmentaldefense.org/system/templates/page/subissue.cfm?subissue=18>

★ Join the Hybrid Truck Users Forum (HTUF). This group, coordinated by CalStart, and funded largely by DOE, is a collective group of fleet managers from the private and public sector working together to create hybrid trucks that meet their performance and cost demands and reduce impact on the environment.

Website:<http://www.calstart.org/programs/htuf/index.php?p=programs.>

★ Learn about the use of hybrid vehicles in fleets. The Center for a New American Dream, in conjunction with U.S. Communities/National Association of Counties, is developing a national solicitation for the cooperative purchase of hybrid electric sedans and SUV's in public (local and state government) fleets. The Center also will be investigating applications for HEV's in private fleets. Website features a growing body of information on HEV's.

Contact: Naomi Friedman

Phone:301-891-3683

Email: naomi@newdream.org

Website: <www.newdream.org>

★ Look at Greenseal's Green Fleets Manual for a comprehensive set of tips to consider. Contact: Mark Petruzzi

Phone: 202-872-6400

Email:mpetruzzi@greenseal.org

Website:<www.greenseal.org>

★ Join EPA's SmartWay Transport Partnership and get free technical assistance and national recognition for employing more fuel efficient, cleaner vehicles and transportation practices.

Contact: Cheryl Bynum at EPA

Phone: 734-214-4844

Email: Bynum.cheryl@epa.gov

Website: <www.epa.gov/smartway/transport>

★ Seek out fleet vehicles which do not contain mercury or work with vehicle manufacturers who have a mercury recycling program in place at the end of the vehicle's life. (Add to your Statement of Work for Fleet purchases).

Website: <http://www.informinc.org/p020306h.k.carbid10-01.pdf> to see the State of Minnesota's contract in which this was done.

★ Seek out fleet vehicles which have low PVC content. (Add to your Statement of Work for Fleet purchases).

Website: <http://www.informinc.org/p020306h.k.carbid10-01.pdf> to see the State of Minnesota's contract in which this was done.

★ For fleets that operate locally, look into electric vehicles or alternative fueled vehicles such as CNG or LNG.

Contact: Shabnam Fardanesh, Regulatory Manager, EPAct Federal Fleet Activities,

Office of FreedomCAR and Vehicle Technologies, DOE.

Phone:(202) 586-7011

Email: shabnam.fardanesh@ee.doe.gov

Website: <www.ott.doe.gov/epact/fed_fleet_prog.shtml>

★ Contact DOE's CleanCities Program to find out more about building Alternative Fueled Vehicles (AFV) fleets and fuel infrastructure.

Contact: Shelley Launey, Clean Cities Program Director

Phone: (202) 586-1573

Email: shelley.launey@ee.doe.gov

Website: http://www.ccities.doe.gov/

FLEET MAINTENANCE TIPS

★ Look at Greenseal's Green Fleet Maintenance Standard for fleet maintenance tips.

Contact: Mark Petruzzi

Phone: 202-872-6400

Email:mpetruzzi@greenseal.org

Website: <http://www.greenseal.org/standards/fleetvehiclemaint.htm>

★ Use rerefined oil in your trucks per the RCRA Section 6002 requirements for federal agencies and their contractors.

Contact: Sue Nogas, EPA's Comprehensive Procurement Guidelines Program

Phone: 703-308-0199

Email: nogas.sue@epa.gov

Website: <http://www.ergweb2.com/cpg/user/cpg_search.cfm> to find vendors who sell rerefined oil.

★ Use retread tires on your trucks per the RCRA Section 6002 requirements for federal agencies and their contractors.

Contact: Sue Nogas, EPA's Comprehensive Procurement Guidelines Program

Phone: 703-308-0199

Email: nogas.sue@epa.gov

Website: <http://www.ergweb2.com/cpg/user/cpg_search.cfm> to find vendors who sell retread tires.

★ Buy engine coolant containing recycled content and recycle your engine coolant per the RCRA Section 6002 requirements for federal agencies and their contractors.

Contact: Sue Nogas, EPA's Comprehensive Procurement Guidelines Program

Phone: 703-308-0199

Email: nogas.sue@epa.gov

Website: <http://www.epa.gov/cpg>

★ Recycle all solvents, aqueous parts washers, used oil (preferably to a re-refiner), and shop rags.

Contact: Used oil -- Michael Svizzero, EPA, (703)308-0046, Solvents and rags -- Kathy Blanton, EPA, (703) 605-0761

Phone: See above

Email: svizzero.michael@epa.gov, blanton.kathy@epa.gov

★ Use Best Practices to Reduce Pollution and Save Money. EPA Region 9 published a series of fact sheets and a video on Best Environmental Practices for Fleet Maintenance entitled "The Pollution Prevention Toolkit". Best practices include: Aqueous Parts Cleaning, Oil Life Extension, Reuseable Oil Filters, Floor Cleanup, Oil/Water Separator Operation and Maintenance, and antifreeze recycling. Fact sheets and a video can be obtained by calling (800) 490-9198 and asking for "The Pollution Prevention Toolkit: Best Environmental Practices for Fleet Maintenance" EPA publication number EPA-909-E-99-002 for the fact sheets and EPA-909-V-99-002 for the accompanying video.

Contact: Leif Magnuson

Phone Number: (415) 972-3286

Email: magnuson.leif@epa.gov

Website: www.epa.gov/region09/p2/autofleet

ALTERNATIVE FUELS TIPS

★ For relevant truck categories, set a goal to get a certain percentage of your fleet to run on alternative fuel sources (CNG, Ethanol, Hybrids, etc.).

Contact: Shab Fardanesh, Regulatory Manager, EPAct Federal Fleet Activities,

Office of FreedomCAR and Vehicle Technologies, DOE.

Phone: 202-586-7011

Email: Shabnam.Fardanesh@EE.DOE.GOV

Website: <www.ott.doe.gov/epact/fed_fleet_prog.shtml>

★ Use low sulfur diesel in relevant vehicles.

Contact: Jane Armstrong

Phone: 734-214-4471

Email: armstrong.jane@epa.gov

★ Use bio-diesel as a replacement or partial replacement for diesel per the Farm Bill Section 9002 requirements for federal agencies and their contractors.

Contact: Dana Arnold

Phone: 202-564-9319

Email: arnold.dana@epa.gov

ATTACHMENT 12

SUBCONTRACTING PLAN

ATTACHMENT 13

INSTRUCTIONS FOR PREPARATION OF TECHNICAL AND COST PROPOSAL

As stated in FAR clause 52.215-1(f)(4), "The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

TECHNICAL PROPOSAL INSTRUCTIONS

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions:

The offeror shall include a table of contents and a brief executive summary describing the highlights of the proposal. Technical proposals must be submitted in an original and __ copies. Offerors shall submit their proposals in a format which follows the topics identified in the Technical Evaluation Criteria (see clause *M.X "Evaluation Factors for Award"*). Offerors are strongly encouraged to prepare their proposals as succinctly as possible. Offerors should include in their proposals the information necessary to evaluate the proposals based on the evaluation factors set forth in Section M. Although there will not be a page limitation on the technical proposal, offerors are advised that the quality of the information provided is more important than the quantity. Elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are neither necessary nor desired. Clarity, brevity, and logical organization shall be emphasized during proposal preparation.

The proposal should be prepared on standard 8.5" x 11" paper, single spaced, with foldouts as required. If foldout pages are used, they should not exceed 11" x 17". The offeror should utilize "two-sided" printing to the greatest extent possible. Pages must be numbered consecutively. Type size shall not be less than 10 CPI or 10 point and shall not be printed reduced in size.

A. TECHNICAL ABILITY

The offeror shall demonstrate how it will meet the requirements of the following tasks as described in the Performance Work Statement (PWS):

1. RESPONSE ACTIVITIES (PWS TASK A)

a. General Requirements

The offeror shall demonstrate its ability to maintain a 24 hour, seven days a week, year round response; provide support during

spills/releases, and periods of multiple emergencies, disasters, and terrorist acts; and, fulfill their responsibilities on a regional, cross regional, national, and international basis. This includes support under the Federal Response Plan (FRP) and National Contingency Plan (NCP).

The offeror shall demonstrate its ability to monitor and oversee response activities, workers, and public safety; be knowledgeable about the Incident Command System (ICS) and assist federal, state, and local responding agencies with the implementation of ICS; and, adhere to appropriate safety procedures and be able to advise the On Scene Coordinator (OSC) on Health and Safety matters

The offeror shall demonstrate its ability to provide sampling, analytical, field detection/monitoring and Quality Assurance/Quality Control (QA/QC) support, in accordance with applicable methods, procedures and guidelines; provide technical advice, findings, facts, recommendations, suggest technical options, and review technical submissions, including work plans for EPA and other Federal, state, and local officials as directed; assist with the coordination and communication between Federal, state, and local responding agencies, and the public; and demonstrate an ability to become proficient in Removal Cost Management System (RCMS), EPA form 1900-55, and National Pollution Fund Center Forms

b. Emergency Response Activities

The offeror shall demonstrate its ability to assist in helping state and local responders plan for and respond to emergencies and maintain response capability to respond to discharges or threatened discharges, as defined in Subparts D and E of the NCP.

The offeror shall demonstrate its ability to provide the appropriate level of PPE and decontamination methods; provide expert guidance and recommendations on Nuclear, Radiological, Chemical, and Biological (NRCB) response equipment, technologies and protocols; and; assist with coordinating with key Federal partners.

The offeror shall demonstrate its ability to provide technical support in conjunction with other Federal, state, or local agencies in the planning and preparedness for natural and man-made disaster response under the FRP or other federally adopted national response plans and provide technical support in performing Federal Disaster Assistance surveys of damage caused by natural disasters or assessment of damages to public water or sewage treatment facilities or related environmental problems.

c. Emergency Containment/Removal Response Activities

The offeror shall demonstrate its ability to provide technical advice, findings, facts, recommendations, and options to the Contracting Officer Representative (COR), provide technical support to achieve the

cleanup or removal of released hazardous substances from the environment; provide support in responding to the release or threat of release of oil or petroleum products; be familiar with oil containment and recovery techniques for inland and coastal waterways; be familiar with Area Plans/Subarea Plans, including sensitive areas; and, oversee proper placement and deployment of containment boom, skimming and recovery operations.

The offeror shall demonstrate its ability to provide appropriate technical information that details strategies to mitigate the threat to human health and the environment from hazardous substances; provide technical support in monitoring on-site activities by Federal , state, local agencies, and contractor(s); and, provide cost oversight during fund lead removal actions.

The offeror shall demonstrate its knowledge of CERCLA§107, Potentially Responsible Parties (PRP) and Clean Water Act (CWA) (See Exhibit B of the PWS); provide technical and administrative support for identification and notification of PRP related to a release on a site or facility (See Exhibit A of PWS); assist in preparing PRP objectives for site cleanup and work requirements (See Exhibit A of PWS); and, review PRP work plans, monitor work to ensure that the assessment or cleanup activities are performed correctly and in accordance with applicable statute(s), the NCP, agency goals, and any other relevant law or regulations (See Exhibit B).

d. Minor Containment

The offeror shall demonstrate its ability to contain and stabilize minor releases of oil or hazardous substances, such as leaking containers (55 gallon drums, barrels, and smaller containers), oil discharged to waterways, or spills to soil. Other minor containment efforts may include deploying sorbent booms in water bodies, building small dams to interrupt the flow of contaminants, or emergency pumping over packing, hand bailing or hand excavation; identify and provide advice that a minor containment will either entirely address/complete the response or will provide necessary short-term stabilization until other responders arrive.

The offeror shall develop a Readiness Plan in accordance with Attachment 9 to the solicitation entitled "RESPONSE AND KEY PERSONNEL QUALIFICATIONS." As part of the Readiness Plan, the offeror shall demonstrate how it will maintain Level A emergency response capabilities as described in Attachment 9 to the solicitation entitled "RESPONSE AND KEY PERSONNEL QUALIFICATIONS," within the Core Readiness Team, that meet the requirements of the PWS.

2. PREPAREDNESS AND PREVENTION ACTIVITIES (PWS TASK B)

a. General

The offeror shall demonstrate its ability to provide support with audits or inspections to identify and document violations of environmental laws or non-compliance with regulations and assess physical security conditions for all field activities.

b. Contingency & Risk Management Planning

The offeror shall demonstrate its ability to provide technical support with reviewing and analyzing Federal, state, local, and regional response contingency plans regarding applicable laws and regulations.

The contractor shall demonstrate its ability to perform activities in accordance with the guidelines for the Risk Management Program/General Duty Inspection activities required under Section 112(r) of the Clean Air Act (CAA) Amendments of 1990 and 40 CFR Part 68.

c. Preparedness and Prevention

The offeror shall demonstrate its ability to review Federal, state, local, and regional contingency and response plans prepared under the CAA, EPCRA, CERCLA, OPA, FRP, and NCP to ensure compliance with the requirements described in "National Response Team Criteria For Review of Hazardous Material Emergency Plan," dated May 1988, (NRT-1A) (www.nrt.org) and integrated contingency plan guidelines available from the regional office.

The offeror shall demonstrate its ability to provide technical support in counter terrorism planning and response efforts; perform tasks to increase awareness and preparedness among Federal, state, and local responders of the potential threat posed by nuclear, biological, incendiary, chemical, and explosive terrorism; participate in regional, cross regional, national, and international drills, exercises, and training; assist in the Crisis Management and Consequence Management phases of a terrorist incident response; and, develop programs and procedures to prevent and prepare for deliberate releases resulting from terrorist incidents in accordance with the following guidance documents:

- Presidential Decision Directives#39, #62, #63, and #67;(http://www.fas.org/irp/offdocs/pdd/index.html)
- U.S. Policy on Counter-terrorism, dated June 21, 1999 (www.cia.gov/resources.html)
- Title XIV of Public Law 104-201, The Defense Against Weapons of Mass Destruction Act, also know as Nunn-Lugar-Domenici;
- Other programs, such as the NCP and the FRP; and
- Any other applicable agency-related documents.

d. Chemical Safety

The offeror shall demonstrate its ability to provide technical support in the performance of voluntary chemical safety reviews as described in the PWS.

The offeror shall demonstrate its ability to provide technical support in order to investigate chemical accidents pursuant to agency regulations; have the capability of arriving on-site within 24 hours of notification; provide a summary report describing the accident, root cause determination, and recommendation for prevention; and, review safety and accident prevention systems and records of the equipment involved in accident(s).

e. Oil Spill Prevention and Preparedness

The offeror shall demonstrate its ability to provide technical support for Spill Prevention Controls and Countermeasures (SPCC) inspections as described in the PWS.

The offeror shall demonstrate its ability to provide technical support for substantial harm facility inspections and review of FRPs as described in the PWS.

The offeror shall demonstrate its ability to assist with informing regulated facilities, tribal, state, local agencies and the public about the requirements of various regulations and provide assistance to support regional initiatives when required; and, provide outreach support, which may include the following:

- communicating with facilities to provide technical assistance and compliance assistance;
- participating in community outreach activities such as table top exercises or workshops with industry and community representatives;
- preparing publications relating to compliance such as fact sheets, brochures, or manuals;
- distributing general SPCC, FRP, or specific industry sector mailings; and
- obtaining facilities suitable for workshops, meetings, or other appropriate outreach activities.

f. Continuous Release

The offeror shall demonstrate its ability to provide technical support for activities involving continuous release.

3. ASSESSMENT/INSPECTION ACTIVITIES (PWS TASK C)

A. ASSESSMENT ACTIVITIES

The offeror shall demonstrate its ability to perform pre-CERCLIS screening activities in accordance with EPA OSWER Directive 9200.4-05, "Pre-CERCLIS Screening Guidance," dated September 30, 1996.

The offeror shall demonstrate its ability to support a determination of whether sites require additional site assessment activities by collecting, recording, and analyzing detailed information about the site, and perform site discovery activity.

The offeror shall demonstrate its ability to provide technical support on removal assessment activities and perform removal assessment activities.

The offeror shall demonstrate its ability to provide technical support on Preliminary Assessment (PA) activities, including reviewing past and present facility waste handling practices and permit history; documenting the presence, quantity, type, or absence of uncontrolled or un-contained hazardous substance(s) on site; documenting releases to the environment; identifying pollution disposal pathways; determining pathway specific receptors and surrounding population density; and, locating other environmentally sensitive receptors (e.g., wetlands and endangered species).

The offeror shall demonstrate its ability to perform site assessment activities.

The offeror shall demonstrate its experience in performing any Brownfields Assessment (BA) activities in accordance with the following:

- "Integrating Brownfields and Traditional Site Assessment," #9230.0-81, EPA 540-F-96-028, January 1997;
- "Guidance for Performing Site Inspections Under CERCLA," EPA 540-R-92-021, September 1992;
- "Road Map to Understanding Innovative Technology Options for Brownfields Investigation and Cleanup," EPA 542-B-97-002;
- "Brownfields Quality Assurance" document (EPA 540-R-98-038);
- "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," ASTM, E 1527-94; and
- "Environmental Site Assessments: Phase II Environmental Site Assessment Process," ASTM, E 1903-97

B. SUPPORT ABILITY

The offeror shall demonstrate how it will meet the requirements of the following tasks as described in the PWS:

1. TECHNICAL SUPPORT ACTIVITIES (PWS TASK D)

a. Multi-media Surveys and Inspections

The offeror shall demonstrate its ability to provide technical support for multi-media surveys and inspections activities.

b. Engineering Evaluation and Cost Analysis

.

The offeror shall demonstrate its ability to conduct EE/CA activities.

c. Public Participation Support

The offeror shall demonstrate its ability to perform public participation activities and to provide technical support in the development, planning, and implementation of community relations and public support activities.

d. Human Health/Ecological Risk Assessment

The offeror shall demonstrate its ability to perform human health and ecological risk assessments.

e. Cost Recovery

The offeror shall demonstrate its ability to provide technical and administrative support in collecting and securing evidence to aid in cost recovery efforts, which may include compiling cost documentation packages and gathering information, which may be used to establish liability and support response decisions.

The offeror shall demonstrate its ability to collect and organize data in defense of claims, such as claims for reimbursement under applicable environmental statutes, in support of preparation for civil and administrative settlements, including pre-trial and auxiliary services, leading to formal negotiations/ meetings with private parties, and trial. The offeror shall demonstrate its ability to analyze government furnished documents (e.g., provide support for data analysis of the overall cost recovery program). Government furnished documentation may include a description of work performed, site specific cost summaries, tracking of oversight costs, billings and payments received, statutes of limitations, and status of past removals and remedial actions. The offeror shall demonstrate its ability to copy, organize, summarize, maintain, and track evidentiary materials, which are stored in a non-site specific manner to facilitate review of

liability determinations. The offeror shall demonstrate its ability to provide document storage technology.

f. General Technical Support

The offeror shall demonstrate its ability to provide information, analysis, options, and recommendations for implementing emerging technologies and maintaining program currency and provide information and options. The specifications are used in connection with the provision of technical and cleanup support.

2. DATA MANAGEMENT SUPPORT (PWS Task E)

The offeror shall demonstrate its ability to provide data management support and to utilize hardware and software to provide information technology support in the form of web applications, Geographical Information Systems (GIS); PDA application development; maintenance of data application(s) utilized for inspections, investigations response, and contingency planning.

3. TRAINING (PWS Task F)

a. General Training Requirements

The offeror shall demonstrate its ability to provide technical support for training activities, both presentation and development; develop classes to incorporate new regulations and issues pertinent to the response community; accommodate specific training needs of the organizations to be trained; continually evaluate all training material, content, quality, and effectiveness; recommend the appropriate additions, deletions and modifications of training material; provide more than one class during the same time period, if required; provide adequate manpower, equipment and reference materials to class attendees; coordinate class schedules as far in advance as possible; provide a proposed monthly training calendar; provide all course attendees with reference material, such as NIOSH pocket guides, Orange DOT guidebook, government regulations, and all other reference material used in the course as needed to be loaned to the student for the duration for the class. All reference material will be current; and, provide student manuals for each student.

b. Training Equipment Requirements

The offeror shall demonstrate its ability to provide all equipment necessary to support the training courses. All equipment must be current, in calibration, and operational; be responsible for disposing of any hazmat chemicals and waste chemicals/PPE in accordance with all Federal, state, and local regulations; present course material for review and approval prior to delivery; and, refer any questions relating

to the interpretation of policy, guidance, or regulation to training staff.

C. PAST PERFORMANCE INFORMATION (CO)

The Contracting Officer will perform the Past Performance evaluation of the offeror.

The offeror shall submit past performance information in accordance with the Section L Provision entitled "Past Performance Information (EPAAR 1552.215-75) (OCT 2000)."

D. PERSONNEL AND EQUIPMENT

1. PERSONNEL

- The offeror shall demonstrate its ability to provide personnel with the qualifications listed in Attachment 9 to the solicitation entitled "Response and Key Personnel Qualifications," and other labor categories which will be necessary to perform the PWS.

- The offeror shall demonstrate its ability to increase staffing to meet surge requirements; and its ability to obtain, maintain, and integrate specialized labor.

- The offeror shall demonstrate its ability to train and maintain a well-qualified staff, including its ability to meet the basic and advanced radiation training requirements in accordance with Attachment 9 to the solicitation entitled "RESPONSE AND KEY PERSONNEL QUALIFICATIONS."

- The offeror shall demonstrate its ability to provide a staffing and retention plan for all personnel which would address the offeror's ability to increase staffing..

- The offeror shall provide one page resumes for each person proposed to fill the positions listed in Attachment 9 to the solicitation entitled "RESPONSE AND KEY PERSONNEL QUALIFICATIONS."

2. EQUIPMENT

- A list of all technical equipment, vehicles, and facilities that the offeror currently has in its inventory or has the ability to obtain (i.e. leased, rented, or owned necessary to perform the contract.)

- The offeror’s plan and demonstrated ability to obtain technical equipment, vehicles, and facilities that are compatible with the list in Attachment 3 to the solicitation entitled “EMERGENCY RESPONSE EQUIPMENT,” which is necessary for contract performance and that the offeror currently does not have in its inventory.

- The offeror’s ability to operate, maintain, and calibrate equipment compatible to the list in Attachment 3 to the solicitation entitled “EMERGENCY RESPONSE EQUIPMENT.”

- The offeror’s plan for maintaining and calibrating technical equipment necessary for responding to emergency response actions.

E. CONTRACT MANAGEMENT ABILITY

The offeror shall demonstrate its ability to manage a large multi-disciplinary team over a large geographic area for multiple tasks; manage cost by order and by task; meet documentation requirements as required in Part II of the PWS entitled “Submitting Documentation;” manage high volume, small dollar technical direction or other tasking documents requiring quick turnaround; and, communicate effectively with customers. The offeror may demonstrate its ability to meet the requirements by explaining and demonstrating how similar requirements were satisfied and performed on similar requirements in the past.

F. SMALL DISADVANTAGED BUSINESS PARTICIPATION (CO)

The Contracting Officer will perform the evaluation of Small Disadvantges Business Utilization (SDB) participation.

Offerors shall clearly identify the extent of their commitment to utilize SDB concerns in the performance of the work under the contract. (This requirement only applies to large businesses)

- The offeror shall address the following areas in its proposal:

- The extent to which SDB concerns are specifically identified to participate in the performance of the contract

- The extent of commitment to use SDB concerns in the performance of the contract

- The complexity and variety of the work the SDB concerns are to perform under the contract

- The extent of participation of SDB concerns, at the prime contractor and subcontractor levels, in performance of the contract (in the authorized and applicable NAICS Major Groups) in terms of dollars and percentages of the total contract value.

COST OR PRICING PROPOSAL INSTRUCTIONS

These instructions are to assist you in submitting information required to evaluate the reasonableness and realism of your proposed cost. Offers should be sufficiently detailed to demonstrate their reasonableness. The burden of proof for credibility of proposed costs/prices rests with the Offeror.

Cost information for this procurement is limited to the contractor's direct labor rates, indirect rates, and other elements required by the Government to establish cost realism. All dollar amounts provided shall be rounded to the nearest dollar. All loaded labor rates shall be rounded to the nearest penny.

Cost proposal shall include a Table of Contents; summary descriptions of estimating, purchasing, and accounting systems; changes to estimating, accounting practices, or CAS Disclosure Statement. Cost or pricing information and supporting data shall include estimating methodology.

Offeror shall provide a summary description of its standard estimating system or methods which covers (separately) each major cost element. Also, identify any deviations from the standard estimating procedures in preparing this proposal. State whether you have Government approval of your system and if so, provide evidence of such approval.

Offeror shall provide a summary description of its purchasing systems or methods. Identify any deviations from your standard procedures in preparing this proposal and state whether you have Government approval of your system and if so, provide evidence of such approval.

Offeror shall state whether they have Government approval of their accounting system and if so, provide evidence of such approval. Also, identify any deviations from their standard procedures in preparing this proposal.

Offeror shall provide a comprehensive listing of professional and technical labor categories they intend to propose for work under this contract. Labor classification statements for each proposed category of labor, describing position qualifications shall be included (see Table 3 for suggested format).

To support reasonableness, describe the basis of estimate for the proposed direct and indirect rates and factors and provide support for all elements. This support should describe any assumptions and mathematical calculations used to develop the proposed rates. In addition, if your rates have been recently approved, include a copy of the rate agreement. Otherwise, please provide documentation that shows the pool and base information, by element for each of the proposed indirect rates. A description of the treatment of all

non-labor costs (subcontracts, materials, ODCs) with respect to applicable burdens, should also be provided.

All indirect rates and profit shall be included in the fixed labor rate proposed for each category. This includes all costs associated with program management activities and preparation of workplans for individual task orders.

To facilitate evaluation of the cost proposal, the offeror shall utilize the following matrix (or an equivalent) to illustrate the composition of the proposed fully burdened base hourly labor rates.

NOTE - - The rates developed in tables 1 and 2 will be utilized to populate the fixed rates in section B.1 and to complete the cost model (table 4).**

Offerer shall identify any proposed labor category that will be performed by a subcontractor. Subcontractors proposed as part of a team arrangement shall be billed at the rates specified for the prime contractor and not placed under ODC's. Only one rate will be utilized for a specified category whether it is performed by the prime or a team subcontractor.

The labor category is the offerors job disciplines they anticipate will be needed to perform the task listed in the PWS. Fully burdened hourly rates should be developed for both Level A and Non-Level A responses. The base rate is the current rate of individuals or the contractor's labor categories anticipated on performing under this contract. The burden rates should be based on the contractor's estimating/accounting system. Program management should include the contractor's cost to manage and administer the contract. For additional details of the cost elements to be included in program management **see Exhibit A**.

In addition to the costs listed above, the Level A fully burdened rate should include the contractor's cost of outfitting (Kappler Responder, SCBA, etc.) it's personnel for a Level A response.

Table 1 - - Non Level A Response, Fully Burdened Hourly Rate

LABOR CATEGORY	BASE RATE	BURDEN %	G&A %	PROFIT	PROGRAM MANAGEMENT	FULLY BURDENED HOURLY RATE

Table 2 - - Level A, Fully Burdened Hourly Rate

LABOR CATEGORY	BASE RATE	BURDEN %	G&A %	PROFIT	LEVEL A PROTECTIVE EQUIPMENT	PROGRAM MANAGEMENT	FULLY BURDENED HOURLY RATE

Table 3 - - Labor Classification Table

Note - - The following table is an example of labor classifications, job titles, experience, and job description. The offeror should provide th requested information in accordance with their accounting system.**

CATEGORY	TYPICAL JOB TITLES	MINIMUM EXPERIENCE	JOB DESCRIPTION/DUTIES
Principal Professionals	Readiness Coordinator Project Manager	5+ - BS In related field	Plans, conducts, and supervises projects of major significance, necessitating proven management skills and knowledge; supplies technical advice and counsel to other professionals; demonstrates ability to originate and apply new and/or unique methods, approaches, and procedures.

Senior Scientist	Biologist Chemist Environmental Geologist Health Physicist HRS Specialist Hydrogeologist Industrial Hygenist Health and Safety Specialist Inoganic Chemist Organic Chemist Toxicologist/ Risk Assessor Hazardous Waste Specialist Spill Prevention Control and Countermeasures/ Facility Response Plan Coordinator	5+ - BS/BA In related field	Estimates and schedules assignments to meet completion dates; and plans, conducts, and supervises assignments on a project-by-project basis while under general supervision of the program manager. Industrial Hygenist must hold professional certification (i.e. CIH).
Junior Scientist	Biologist Chemist Environmental Geologist	1+ - BS In related field	Entry-level professional classification; works under close supervision; performs a variety of routine tasks and studies following detailed instructions an established procedures.

Senior Engineer	**Chemical** **Civil** **Environmental** **Mine**	**5+ - BS In related field**	**Must hold P.E.or equivalent professional certification (i.e. CPA). Estimates and schedules assignments to meet completion dates; and plans, conducts, and supervises assignments on a project-by-project basis while under general supervision of the program manager.**
Junior Engineer	**Chemical** **Environmental**	**1+ - BS In related field**	**Entry-level professional classification; works under close supervision; performs a variety of routine tasks and studies following detailed instructions an established procedures.**

IT Professional	**Data Base Information Specialist Information Technology Manager**	**5+ BS and experience in SOW**	**Experienced in basis practices, methods and techniques used in data management; computer and database structures applicable to data management; basic understanding of the date requirements for a large environmental;/engineering project and related processes applicable to indexing and maintaining databases of project documents.**
IT Technician	**Draftsman** **CADD Operator** **Data Entry** **GIS/Mapping Specialist**	**2+ experience in SOW**	**Support the acquisition, compilation, and distribution of data and information. Work under close supervision of professional staff. Implement standard operating procedures as directed.**
Senior Technician	**Equipment Technician Environmental Tech Field Tech**	**5+ experience in SOW**	**Under minimal direction independently performs a variety of nonroutine and complex tasks and studies.**

Junior Technician	Field Tech Financial Aide/Accounting Specialist	1+ experience in SOW	Support the acquisition, compilation, and distribution of data and information. Works under close supervision of professional staff. Implement standard operating procedures as directed.
Administrative	Records Support	Entry Level High School Diploma	Provide routine clerical support for document and report production, correspondence and file maintenance; works under close supervision of the project and contract staff.

Table 4 - - Cost Model

For evaluation purposes 770,000 hours will be used to develop the Cost Model. These hours should be allocated among the proposed job categories. For evaluation purposes the offeror should allocate 50% (385,000 hours) of the total hours for Non Level A response and 50% (385,000 hours) for Level A response. The labor mix should be the offerors anticipated usage to complete the tasks listed in the PWS. These hours are for evaluation purposes only.

Labor Category	Fixed Rate	Total Hours	Total Price
Non-Level A Response			
CLIN 1001 (e.g. Senior Scientist)	$$	##	$$
CLIN 1002	$$	##	$$

“ ”			
Level A Response			
CLIN 1001A (e.g. Senior Scientist)	**$$**	**##**	**$$**
CLIN 1002A	**$$**	**##**	**$$**
“ ”			
Total Labor		**770,000**	
Travel			**$3,795,044**
ODCs (e.g. equipment, consumables)			**$7,350,726**
Specialized Labor			**$10,913,980**
G&A (If applicable)			
Subtotal (excluding increased capacity)			
Increased Capacity (50% of Subtotal)			
Total Costs (Ceiling)			

LABOR

1. The labor rates set forth in the schedule shall be inclusive of all expenses including report preparation, wages or salaries, labor costs, fringe benefits, overhead, program management, general and administrative expenses and profit. In addition to those cost elements listed above the Level A effort rate shall include all materials, protective gear, equipment, etc. necessary for Level A response.

2. If a labor rate has been established for a labor category set forth in the schedule for the contractor or subcontractor, but the contractor or

subcontractor decide to provide that labor category through a party subcontract, reimbursement for that labor category shall be reimbursed at cost (including any applicable indirect rates), but will not, in any event exceed the rate set forth in this contract for that labor category for the contractor or subcontractor, depending upon which entity (contractor or subcontractor) acquires the labor.

3. When an individual employee's normally assigned category of labor is higher than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the function that the employee is performing (e.g. Senior Scientist who is performing the duties of a Junior Technician shall be charged at the loaded labor rate for a Junior Technician during the period of time he/she is performing these duties).

4. When an individual employee's normally assigned category of labor is at a rate lower than the function he is performing during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid to that employee (e.g. Junior Technician performing the duties of a Senior Scientist shall be charged at the labor rate for a Senior Scientist only if the employee is paid by the contractor at the rate of a Senior Scientist). If the employee is not paid at the higher rate, the contractor shall only bill at the rate of the employee's normally assigned category of labor. The employee must meet the qualifications set forth in the contract for the labor category being performed.

5. In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe condition, or other conditions beyond either the control of the contractor or the control of the Government, as determined by the on-scene coordinator after consulting with the response manager, EPA will not pay the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site. The contractor shall not be reimbursed for standby.

TRAVEL/OTHER DIRECT COSTS/SPECIALIZED LABOR

1. The amounts specified in the schedule for travel, other direct costs, and specialized labor are estimates only. The estimated amount for travel, other direct costs, and specialized labor may be greater or less than the amounts specified as long as the maximum contract ceiling amount is not exceeded.

2. The travel, other direct costs, and specialized labor estimated contained in the schedule are based on the following types of items which are inherent to adequate contract performance:

Other direct costs such as consumables - - containers, sampling supplies, sorbents/solidifiers, bulk chemicals, disposable protective equipment, decontamination materials - - permits and fees, utilities, relocation of residences.

Specialized labor items are found in the Section B Clause entitled "Specialized Labor".

INCREASED CAPACITY POOL

In case of catastrophic event e.g., terrorist attack or man-made accident, which causes the contract to exceed the capacity of the contract, a cost pool enabling additional contract effort shall be available. Excess capacity will be 50% of the total labor, travel, ODC's, specialized labor, and G&A.

Table 5 - - Equipment Rates

In addition, offeror is required to propose usage rates for the following equipment. Rates developed here will be charged against CLIN 1001c ODC's:

ITEM	HOURLY RATE	DAILY RATE	WEEKLY RATE	MONTHLY RATE
PID/FID				
EPD Mk2, Dosimeter				
Model 192 MicroR Meter				
MIE Data Ram				
YSI 556				
PM-10 Heads				

THESE ARE JUST A FEW SAMPLE PIECES OF EQUIPMENT, ADDITIONAL EQUIPMENT WILL BE INCLUDED AS IDENTIFIED BY THE REGIONS PRIOR TO RFP BEING ISSUED. ITEMS THAT HAVE BEEN USED ON PREVIOUS CONTRACTS ARE ATTACHED FOR YOUR REVIEW WHEN DETERMINING WHAT EQUIPMENT WILL BE ADDED TO YOUR REGION SPECIFIC NEEDS.

Exibit A

GUIDANCE DOCUMENT FOR COSTS TO BE INCLUDED
IN THE FIXED LOADED RATES

This document serves as a guide to assist in determining the types of costs which EPA believes should be included in the fixed labor rates. The costs itemized below (formerly known as "program management" costs) should be included in the firm's overhead accounts, which, in turn, are made part of the fixed labor rate. In addition, to these costs, profit is also to be included in the fixed labor rate. As a general rule, "program management" costs can be defined as the technical, management, administrative, and clerical activities performed by management personnel and those support functions to be performed

by the corporate office which are allocable to office personnel. They are non-site specific in nature; their costs are necessary for managing the overall contract regardless of the amount of specific site work; their costs may be relevant to multiple task orders; they consist of staff time relative to placement and management of subcontracts; and they include creation, implementation, and monitoring of SOPs. The following examples represent activities that include components of both administrative and technical cleanup costs which are considered to be "program management" activities.

* mobilization

* personnel management

* proposal/workplan preparation

* preparation of monthly reports

* meetings concerning contract operations

* financial accounting activities

* invoicing/voucher preparation

* computer support

* updates to management, health & safety, and quality assurance/control plans

* routine communication/coordination between EPA and the contractor

* audit support

* subcontractor management activities (both team and other)

* maintenance of corporate conflict of interest plan and system support

* labor standards compliance (where applicable)

* clerical activity in support of administrative functions

* records retention and management activities

* close-out activities

* equipment/warehouse management (including cost of equipment maintenance/calibration and inventory)

* meetings concerning multiple task orders

* health and safety activities

* quality assurance/control

* training

* COI investigations (preliminary)

Some examples of the types of personnel who would be likely be involved in accomplishing these activities are: program manager, accountant, contract administrator, reports manager, subcontract manager, secretary/data entry clerk, QA officer, equipment manager, sample coordinator, analytical coordinator, and the health and safety officer.

It is EPA's goal to create a contract vehicle where all costs, inclusive of team subcontractor costs, are represented in specified fixed labor rate categories subject to an annual economic price adjustment. The exception, which is not to be included in the fixed rate is Other Direct Costs (ODCs). ODCs should be proposed, accumulated and billed in accordance with the offeror's accounting system. The offeror shall provide a list of the items that they charge as a direct charge on contracts.

Only one rate per labor classification will be included in the schedule, and will be applicable to both the prime and any of its team subcontractors. All other subcontractors will be charged under ODCs.

ATTACHMENT 14

TECHNICAL EVALUATION CRITERIA

Technical proposals will be evaluated using the following rating scheme:

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

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

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

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

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

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

Offerors will be evaluated on the following in descending order of importance (A-F CAN BE RE-ARRANGED/REMOVED):

A. TECHNICAL ABILITY

1. RESPONSE ACTIVITIES (PWS TASK A)

a. GENERAL REQUIREMENTS

The offeror will be evaluated on its demonstrated ability to maintain a 24 hour, seven days a week, year round response; and provide support during spills/releases, and periods of multiple emergencies, disasters, and terrorist acts , and fulfill their responsibilities on a regional, cross regional, national, and international basis. This includes support under the Federal Response Plan (FRP) and National Contingency Plan (NCP).

The offeror will be evaluated on its demonstrated ability to monitor and oversee response activities, workers, and public safety; be knowledgeable about the Incident Command System (ICS) and assist Federal, state, and local responding agencies with the implementation of ICS; and, adhere to appropriate safety procedures and to advise the On-Scene Coordinator (OSC) on Health and Safety matters

The offeror will be evaluated on its demonstrated ability to provide sampling, analytical, field detection/monitoring and Quality Assurance/Quality Control (QA/QC) support, in accordance with applicable methods, procedures and guidelines; provide technical advice, findings, facts, recommendations, suggest technical options, and review technical submissions, including work plans for EPA and other Federal, state, and local officials as directed; assist with the coordination and communication between Federal, state, and local responding agencies, and the public; and become proficient in Removal Cost Management System (RCMS), EPA form 1900-55, and National Pollution Fund Center Forms.

b. Emergency Response Activities

The offeror will be evaluated on its demonstrated ability to assist in helping state and local responders plan for and respond to emergencies and maintain response capability to respond to discharges or threatened discharges as defined in Subparts D and E of the NCP.

The offeror will be evaluated on its demonstrated ability to provide appropriate level of PPE and decontamination methods; provide expert guidance and recommendations on Nuclear, Biological, Chemical, Radiological (NRCB) response equipment, technologies and protocols; and, assist in coordinating with key federal partners.

The offeror will be evaluated on its demonstrated ability to provide technical support in conjunction with other Federal, state, or local agencies in the planning and preparedness for natural and man-made disaster response under the FRP or other federally adopted national response plans and provide technical support in performing Federal Disaster Assistance surveys of damage caused by natural disasters or assessment of damages to public water or sewage treatment facilities or related environmental problems

c. Emergency Containment/Removal Response Activities

The offeror will be evaluated on its demonstrated ability to provide technical advice, findings, facts, recommendations, and options to the Contracting Officer Representative (COR); provide technical support to achieve the cleanup or removal of released hazardous substances from the environment; provide support in responding to the release or threat of release of oil or petroleum products; be familiar with oil containment and recovery techniques for inland and coastal waterways; be familiar with Area Plans/Subarea Plans, including sensitive areas; and, oversee proper placement and deployment of containment boom, skimming and recovery operations.

The offeror will be evaluated on its demonstrated ability to provide appropriate technical information that details strategies to mitigate the threat to human health and the environment from hazardous substances; provide technical support in monitoring on-site activities by Federal , state, local agencies, and contractor(s); and, to provide cost oversight during fund lead removal actions.

The offeror will be evaluated on its demonstrated ability to be knowledgeable of CERCLA§107, Potentially Responsible Parties (PRP) and Clean Water Act (CWA) (See Exhibit B of the PWS); provide technical and administrative support to for identification and notification of PRP related to a release on a site or facility (See Exhibit A of PWS); assist in preparing PRP objectives for site cleanup and work requirements (See Exhibit A of PWS); and, review PRP work plans, monitor work to ensure that the assessment or cleanup activities are performed correctly and in accordance with applicable statute(s), the NCP, agency goals, and any other relevant law or regulations (See Exhibit B).

d. Minor Containment

The contractor will be evaluated on its demonstrated ability to contain and stabilize minor releases of oil or hazardous substances, such as leaking containers (55 gallon drums, barrels, and smaller containers), oil discharged to waterways, or spills to soil. Other minor containment efforts may include deploying sorbent booms in water bodies, building small dams to interrupt the flow of contaminants, or emergency pumping over packing, hand bailing or hand excavation; identify and provide advice that a minor containment will either entirely address/complete the response or will provide necessary short-term stabilization until other responders arrive.

The offeror will be evaluated on its Readiness Plan developed in accordance with Attachment 9 to the solicitation entitled “RESPONSE AND KEY PERSONNEL QUALIFICATIONS.” The offeror will be evaluated on how it will maintain Level A emergency response capabilities, as described in Attachment 9 to the solicitation entitled “RESPONSE AND KEY PERSONNEL QUALIFICATIONS,”

within the Core Readiness Team, that meet the requirements of the PWS.

2. PREPAREDNESS AND PREVENTION ACTIVITIES (PWS TASK B)

A. General

The offeror will be evaluated on its demonstrated ability to provide support with audits or inspections to identify and document violations of environmental laws or non-compliance with regulations and assess physical security conditions for all field activities.

B. Contingency & Risk Management Planning

The offeror will be evaluated on its demonstrated ability to provide technical support with reviewing and analyzing Federal, state, local, and regional response contingency plans regarding applicable laws and regulations.

The offeror will be evaluated on its demonstrated ability to perform activities in accordance with the guidelines for the Risk Management Program/General Duty Inspection activities required under Section 112(r) of the Clean Air Act (CAA) Amendments of 1990 and 40 CFR Part 68.

C. Preparedness and Prevention

The offeror will be evaluated on its demonstrated ability to review Federal, state, local, and regional contingency and response plans, prepared under the CAA, EPCRA, CERCLA, OPA, FRP, and NCP, to insure compliance with the requirements described in "National Response Team Criteria For Review of Hazardous Material Emergency Plan, dated May 1988, (NRT-1A) (www.nrt.org) and integrated contingency plan guidelines available from the regional office.

The offeror will be evaluated on its demonstrated ability to provide technical support in counter terrorism planning and response efforts; perform tasks to increase awareness and preparedness among Federal, state and local responders of the potential threat posed by nuclear, biological, incendiary, chemical, and explosive terrorism; participate in regional, cross-regional, national, and international drills, exercises, and training; assist in the Crisis Management and Consequence Management phases of a terrorist incident response; and, develop programs and procedures to prevent and prepare for deliberate releases resulting from terrorist incidents in accordance with the following guidance documents:

- Presidential Decision Directives#39, #62, #63, and #67;(http://www.fas.org/irp/offdocs/pdd/index.html)
- U.S. Policy on Counter-terrorism, dated June 21, 1999 (www.cia.gov/resources.html);
- Title XIV of Public Law 104-201, The Defense Against Weapons of Mass Destruction Act, also know as Nunn-Lugar-Domenici
- Other programs, such as the NCP and the FRP; and,
- Any other applicable agency-related documents.

d. Chemical Safety

The offeror will be evaluated on its demonstrated ability to provide technical support in the performance of voluntary chemical safety reviews as described in the PWS.

The offeror will be evaluated on its demonstrated ability to provide technical support in order to investigate chemical accidents pursuant to agency regulations; have the capability of arriving on-site within 24 hours of notification; provide a summary report describing the accident, root cause determination, and recommendation for prevention; and, review safety and accident prevention systems and records of the equipment involved in accident(s).

e. Oil Spill Prevention and Preparedness

The offeror will be evaluated on its demonstrated ability to provide technical support for SPCC inspections as described in the PWS.

The offeror will be evaluated on its demonstrated ability to provide technical support for substantial harm facility inspections and review of FRPs as described in the PWS.

The offeror will be evaluated on its demonstrated ability to assist with informing regulated facilities, tribal, state, local agencies and the public about the requirements of various regulations and provide assistance to support regional initiatives when required; and, provide outreach support, which may include the following:

- communicating with facilities to provide technical assistance and compliance assistance;
- participating in community outreach activities such as table top exercises or workshops with industry and community representatives;

- preparing publications relating to compliance such as fact sheets, brochures, or

  manuals.
- distributing general SPCC, FRP, or specific industry sector mailings; and,
- obtaining facilities suitable for workshops, meetings, or other appropriate outreach activities.

f. Continuous Release

The offeror will be evaluated on its demonstrated ability to provide technical support for activities involving continuous release.

3. ASSESSMENT/INSPECTION ACTIVITIES (PWS TASK C)

a. ASSESSMENT ACTIVITIES

The offerors will be evaluated on its demonstrated ability to preform pre-CERCLIS screening activities in accordance with EPA OSWER Directive 9200.4-05, "Pre-CERCLIS Screening Guidance," dated September 30, 1996.

The offeror will be evaluated on its demonstrated ability to support a determination of whether sites require additional site assessment activities by collecting, recording, and analyzing detailed information about the site, and perform site discovery activities.

The offeror will be evaluated on its demonstrated ability to provide technical support on removal assessment activities and perform removal assessment activities.

The offeror will be evaluated on its demonstrated ability to provide technical support on Preliminary Assessment (PA) activities, including reviewing past and present facility waste handling practices and permit history; documenting the presence, quantity, type, or absence of uncontrolled or un-contained hazardous substance(s) on-site; documenting releases to the environment; identifying pollution disposal pathways; determining pathway specific receptors and surrounding population density; and, locating other environmentally sensitive receptors (e.g., wetlands and endangered species).

The offeror will be evaluated on its demonstrated ability to perform site assessment activities.

The offeror will be evaluated on its experience in performing any Brownfields Assessment (PA) activities in accordance with the following:

- "Integrating Brownfields and Traditional Site Assessment," #9230.0-81, EPA 540-F-96-028, January 1997;
- "Guidance for Performing Site Inspections Under CERCLA," EPA 540-R-92-021, September 1992;
- "Road Map to Understanding Innovative Technology Options for Brownfields Investigation and Cleanup," EPA 542-B-97-002;
- "Brownfields Quality Assurance" document (EPA 540-R-98-038);
- "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," ASTM, E 1527-94; and
- "Environmental Site Assessments: Phase II Environmental Site Assessment Process," ASTM, E 1903-97

B. SUPPORT ABILITY

1. TECHNICAL SUPPORT ACTIVITIES (PWS TASK D)

a. Multi-media Surveys and Inspections

The offeror will be evaluated on its demonstrated ability to provide technical support for multi-media surveys and inspections activities.

b. Engineering Evaluation and Cost Analysis (EE/CA)

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The offeror will be evaluated on its demonstrated ability to conduct EE/CA activity.

c. Public Participation Support

The offeror will be evaluated on its demonstrated ability to perform public participation activities and to provide technical support in the development, planning, and implementation of community relations and public support activities.

d. Human Health/Ecological Risk Assessment

The offeror will be evaluated on its demonstrated ability to perform human health and ecological risk assessments.

e. Cost Recovery

The offeror will be evaluated on its demonstrated ability to provide technical and administrative support in collecting and securing evidence to aid in cost recovery efforts, which may include compiling cost documentation packages and gathering information, which may be used to establish liability and support any response decisions.

The offeror will be evaluated on its demonstrated ability to collect and organize data in defense of claims, such as claims for reimbursement under applicable environmental statutes, in support of preparation for civil and administrative settlements, including pre-trial and auxiliary services, leading to formal negotiations/meetings with private parties, and trial. The offeror will be evaluated on its demonstrated ability to analyze government furnished documents (e.g., provide support for data analysis of the overall cost recovery program). Government furnished documentation may include a description of work performed, site specific cost summaries, tracking of oversight costs, billings and payments received, statutes of limitations, and status of past removals and remedial actions. The offeror will be evaluated on its demonstrated ability to copy, organize, summarize, maintain, and track evidentiary materials, which are stored in a non-site specific manner to facilitate review of liability determinations. The offeror will be evaluated on its demonstrated ability to provide document storage technology.

f. General Technical Support

The offeror will be evaluated on its demonstrated ability to provide information, analysis, options, and recommendations for implementing emerging technologies and maintaining program currency and provide information and options. The specifications are used in connection with the provision of technical and cleanup support.

2. DATA MANAGEMENT SUPPORT (PWS TASK E)

The offeror will be evaluated on its demonstrated ability to provide data management support and to utilize hardware and software to provide information technology support in the form of web applications, Geographical Information Systems (GIS); PDA application development; maintenance data applications utilized for inspections, investigations response, and contingency planning.

3. TRAINING

a. General Training Requirements

The offeror will be evaluated on its demonstrated ability to provide technical support to EPA for training activities, both presentation and development; develop classes to incorporate new regulations and issues pertinent to the response community; accommodate specific training needs of the organizations to be trained; continually evaluate all training material, content, quality, and effectiveness; recommend to EPA the appropriate additions, deletions and modifications of training material; provide more than one class during the same time period, if required; provide adequate manpower, equipment and reference materials to class attendees; coordinate class schedules with the requesting agency and EPA as far in advance as possible; provide EPA with a proposed monthly training calendar; provide all course attendees with reference material, such as NIOSH pocket guides, Orange DOT guidebook, government regulations, and all other reference material used in the course, as needed to be loaned to the student for the duration of the class. All reference material will be current; and, provide student manuals for each student.

b. Training Equipment Requirements

The offeror will be evaluated on its demonstrated ability to provide all equipment necessary to support the training courses; provide all equipment that is current, in calibration, and operational; be responsible for disposing of any hazmat chemicals and waste chemicals/PPE in accordance with all Federal, state, and local regulations; present course material to EPA for review and approval prior to delivery; and, refer any questions relating to the interpretation of EPA policy, guidance, or regulation to EPA's training staff.

C. PAST PERFORMANCE INFORMATION

The Contracting Officer will evaluate the offeror's past performance information.

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

D. PERSONNEL AND EQUIPMENT

1) PERSONNEL

The offeror will be evaluated on its demonstrated ability to provide personnel with the qualifications listed in Attachment 9 to the solicitation entitled "RESPONSE AND KEY PERSONNEL QUALIFICATIONS," and other labor categories which will be necessary to perform the PWS; ability to increase staffing to meet surge requirements; ability to obtain, maintain, and integrate specialized labor; ability to train and maintain a well-qualified staff, including its ability to meet the basic and advanced radiation training requirements in accordance with

Attachment 9 to the solicitation entitled "RESPONSE AND KEY PERSONNEL QUALIFICATIONS;" and, ability to provide a staffing and retention plan for all personnel which would address the offeror's ability to increase staffing.

2) EQUIPMENT

The offeror will be evaluated on the list of all technical equipment, vehicles, and facilities that the offeror currently has in its inventory or has the ability to obtain (i.e. leased, rented, or owned necessary to perform the contract).

The offeror will be evaluated on its plan and demonstrated ability to obtain technical equipment, vehicles, and facilities that are compatible with the list in Attachment 3 to the solicitation entitled "EMERGENCY RESPONSE EQUIPMENT," which is necessary for contract performance and that the offeror currently does not have in its inventory.

The offeror will be evaluated on its demonstrated ability to operate, maintain, and calibrate equipment compatible to the list in Attachment 3 to the solicitation entitled "EMERGENCY RESPONSE EQUIPMENT."

The offeror will be evaluated on its plan for maintaining and calibrating technical equipment necessary for responding to emergency response actions.

E. CONTRACT MANAGEMENT ABILITY

The offeror will be evaluated on its demonstrated ability to manage a large multi- disciplinary team over a large geographic area for multiple tasks; manage cost by order and by task; meet documentation requirements as required in Part II of the PWS entitled " Submitting Documentation;" manage high volume, small dollar technical direction or other tasking documents requiring quick turnaround; and, communicate effectively with customers. The offeror may demonstrate its ability to meet the requirements by explaining and demonstrating how similar requirements were satisfied and performed in the past.

F. SMALL DISADVANTAGED BUSINESS PARTICIPATION

The Contracting Officer will evaluate the offeror's small disadvantaged business (SDB) participation.

The offeror will be evaluated on the extent of its commitment to use SDB concerns in the performance of the work under the contract, including the complexity and variety of the work the SDB concerns are identified to work and the value in terms of dollars and percentages of the total contract value at prime and subcontractor levels.

ATTACHMENT 15

CLIENT AUTHORIZATION LETTER

CLIENT AUTHORIZATION LETTER

Dear "Client":

We are currently responding to the United States Environmental Protection Agency (EPA) RFP No. PR-HQ-04-10525 for the procurement of "Superfund Technical Assessment and Response Team III START (Region 1)" The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The EPA requires offerors to inform references identified in proposals that the EPA may contact them about past performance.

If you are contacted by the EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to (offeror's point of contact).

Sincerely,

ATTACHMENT 16

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

Contractor/Name and Address (City and State):

Task Order Number:

Task Order Amount:

Period of Performance: From _____ To _____.

Brief Description of Work:

Location of Work: _____.

Names and telephone numbers of Contractor personnel responsible for managing the contract:

1. QUALITY OF SERVICES DELIVERED:

a. Rate the contractor's performance in complying with contract requirements, quality achieved, and overall technical expertise demonstrated.

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

Remarks:

b. Rate the contractor’s performance in submitting reports and documentation that are accurate, complete and submitted in a timely manner.

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

Remarks:

c. Rate the contractor’s key personnel (technical expertise, management capabilities).

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

Remarks:

d. Rate the contractor’s key personnel response to technical direction by government.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,

5 = Outstanding,

N/A = Not Applicable

Remarks:

2. EFFECTIVENESS OF MANAGEMENT:

Rate the contractor’s ablity to solve contract performance problems, including subcontractor performance problems, without extensive guidance from government.

0 = Unsatisfactory,

1 = Poor,

2 = Fair,

3 = Good,

4 = Excellent,

5 = Outstanding,

N/A = Not Applicable

Remarks:

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

Rate the contractor’s display of initiative in meeting requirements.

0 = Unsatisfactory,

1 = Poor,

2 = Fair,

3 = Good,

4 = Excellent,

5 = Outstanding,

N/A = Not Applicable

Remarks:

4. TIMELINESS OF PERFORMANCE:

Rate the contractor’s ability to meet project schedules.

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

Remarks:

5. COST CONTROL:

a. Rate the contractor’s display of initiative in controlling overall Task Order costs.

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

Remarks:

b. Rate the contractor’s ablity to track costs and provide accurate, complete and timely tracking reports.

0 = Unsatisfactory,

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

Remarks:

c. Rate the contractor’s performance in submitting billings that were current, accurate and complete.

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

Remarks:

6. BUSINESS PRACTICES:

Rate the contractor’s ability in coordinating and cooperating with the government.

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

Remarks:

7. CUSTOMER SATISFACTION:

Rate the contractor’s overall performance.

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

Remarks:

8. EMERGENCY RESPONSE

Rate the contractor’s performance during Emergency Response situations.

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

Remarks: