SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR-OA-15-00163
PAGE 1 OF 4

2. CONTRACT NO.
3. AWARD/ EFFECTIVE DATE
4. ORDER NUMBER: EP-16-H-000137
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Tricia Lynn
b. TELEPHONE NUMBER (No collect calls): 202-564-2615
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8(A)
NAICS: 519130
SIZE STANDARD: 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [ ] SEE SCHEDULE
12. DISCOUNT TERMS
[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING
14. METHOD OF SOLICITATION [ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE:

Ray Flores, COR
William Jefferson Clinton Building
1200 Pennsylvania Avenue NW
Email: flores.ray@epa.gov
Phone: 202.564.0288
Washington DC 20460

16. ADMINISTERED BY CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a. CONTRACTOR/ OFFEROR CODE: 827749289 FACILITY CODE:

BULLETIN INTELLIGENCE LLC
Attn: Ex. 6 Personal Privacy
11190 SUNRISE VALLEY DR STE 20
RESTON VA 201913615

TELEPHONE NO. 7034836131

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE: RTP FMC

RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
Durham NC 27711

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 827749289 Delivery: 03/01/2016				
0001	News analysis and brief service in accordance with the attached statement of work.				207,597.00
	Accounting Info: 15-16-B-11H-201B53-2504-1611H61008-001 BFY: 15 EFY: 16 Fund: B Budget Org: 11H Program (PRC): 201B53 Budget (BOC): 2504 DCN - Line ID: Continued ...				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $207,597.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.
[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: OFFER

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*
30c. DATE SIGNED
31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Stefan Martiyan
31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	1611H61008-001 Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 15-16-B-11J-301ME9-2504-1611H61008-002 BFY: 15 EFY: 16 Fund: B Budget Org: 11J Program (PRC): 301ME9 Budget (BOC): 2504 DCN - Line ID: 1611H61008-002 Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 15-16-B-11H-401MJ1-2504-1611H61008-003 BFY: 15 EFY: 16 Fund: B Budget Org: 11H Program (PRC): 401MJ1 Budget (BOC): 2504 DCN - Line ID: 1611H61008-003 Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 15-16-B-11H-ZZZME8-2504-1611H61008-004 BFY: 15 EFY: 16 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1611H61008-004 Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 15-16-C-11H-101FK6XR1-2504-1611H61008-005 BFY: 15 EFY: 16 Fund: C Budget Org: 11H Program (PRC): 101FK6XR1 Budget (BOC): 2504 DCN - Line ID: 1611H61008-005 Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

[ ] RECEIVED [ ] INSPECTED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
[ ] PARTIAL [ ] FINAL			[ ] COMPLETE [ ] PARTIAL [ ] FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

NAME OF OFFEROR OR CONTRACTOR
BULLETIN INTELLIGENCE LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 15-16-B-11H-401CD6-2504-1611H61008-006 BFY: 15 EFY: 16 Fund: B Budget Org: 11H Program (PRC): 401CD6 Budget (BOC): 2504 DCN - Line ID: 1611H61008-006 Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 15-16-B-11H-102A59-2504-1611H61008-007 BFY: 15 EFY: 16 Fund: B Budget Org: 11H Program (PRC): 102A59 Budget (BOC): 2504 DCN - Line ID: 1611H61008-007 Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 16-17-B-11H-ZZZME8-2504-1611H61008-008 BFY: 16 EFY: 17 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1611H61008-008 Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 16-17-B-11-402MG9-2504-1611H61008-009 BFY: 16 EFY: 17 Fund: B Budget Org: 11 Program (PRC): 402MG9 Budget (BOC): 2504 DCN - Line ID: 1611H61008-009 Funding Flag: Partial Funded: PBI / Ex. 4 Period of Performance: 03/01/2016 to 02/28/2017				
0002	Option Period 1. News analysis and brief service in accordance with the attached statement of work. Amount: PBI / Ex. 4 (Option Line Item) 03/01/2017				PBI / Ex. 4
0003	Option Period 2. News analysis and brief service in accordance with the attached statement of work. Amount: PBI / Ex. 4 (Option Line Item) 03/01/2018				PBI / Ex. 4
0004	Option Period 3. News analysis and brief service in accordance with the attached statement of work. Amount: PBI / Ex. 4 (Option Line Item) 03/01/2019				PBI / Ex. 4
	Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EP-16-H-000137	4	4

NAME OF OFFEROR OR CONTRACTOR
BULLETIN INTELLIGENCE LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	Option Period 4. News analysis and brief service in accordance with the attached statement of work. Amount: PBI / Ex. 4 (Option Line Item) 03/01/2020 The total amount of award: PBI / Ex. 4 The obligation for this award is shown in box 26.				PBI / Ex. 4

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR-OA-17-00132
PAGE 1 OF 23

2. CONTRACT NO.
3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER: EP-18-H-000021
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL
a. NAME: Donna Dews
b. TELEPHONE NUMBER (No collect calls): 202-564-6752
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY — CODE: HPOD
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS: ☒ UNRESTRICTED OR ☐ SET ASIDE % FOR
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ (NAI)
NAICS 5418
SIZE STANDARD 5[illegible]

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE
12. DISCOUNT TERMS
☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING
14. METHOD OF SOLICITATION: ☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE: HPOD
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

16. ADMINISTERED BY — CODE: HPOD
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a. CONTRACTOR/OFFEROR — CODE: 076234313 — FACILITY CODE:
FINFRC CORP
[illegible] Julia Cotton
[illegible]
[illegible] VA 22209
TELEPHONE NO. 571-9[illegible]

18a. PAYMENT WILL BE MADE BY — CODE: RTP FMC
RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
Durham NC 27711

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 076234313 Initial fee of console customization & Build out based one issues and subjects described in proposal : PBI / Ex. 4 Twice daily clip package & breaking news alerts based on clip volume described in proposal PBI / Ex. 4 Analyst Support and access based on clip volume - PBI / Ex. 4 Console Maintenance for EPA data based on clip volume - PBI / Ex. 4 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule
26. TOTAL AWARD AMOUNT (For Govt. Use Only): $120,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH ☐ HEREIN IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR
[signature]
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
[signature]

30b. NAME AND TITLE OF SIGNER (Type or print): JOSEPH POUNDER, PRESIDENT
30c. DATE SIGNED: 12/7/17
31b. NAME OF CONTRACTING OFFICER (Type or print): [illegible]
31c. DATE SIGNED: 12/7/17

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Max Expire Date: 12/06/2018 Period of Performance: 12/07/2017 to 12/06/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funding Flag: Complete Funded: PBI / Ex. 4				
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Funding Flag: Complete Funded: PBI / Ex. 4 Continued ...				

32a QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c DATE	32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33 SHIP NUMBER	34 VOUCHER NUMBER	35 AMOUNT VERIFIED CORRECT FOR	36 PAYMENT	37 CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38 S/R ACCOUNT NUMBER	39 S/R VOUCHER NUMBER	40 PAID BY		

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a RECEIVED BY (Print)
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c DATE	42b RECEIVED AT (Location)
		42c DATE REC'D (YY/MM/DD) / 42d TOTAL CONTAINERS

SOLICITATION/CONTRACT/ORDER FC JMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR-OA-17-00132
PAGE 1 OF 23

2. CONTRACT NO.
3. AWARD/ EFFECTIVE DATE
4. ORDER NUMBER: EP-18-H-000025
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Donna Dews
b. TELEPHONE NUMBER (No collect calls): 202-564-6752
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8(A)
NAICS: 541820
SIZE STANDARD: $15.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [ ] SEE SCHEDULE
12. DISCOUNT TERMS
[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING
14. METHOD OF SOLICITATION [ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

16. ADMINISTERED BY CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a. CONTRACTOR/ OFFEROR CODE: 076234313 FACILITY CODE:

DEFINERS CORP
Attn: Julia Cotrone
1500 Wilson Blvd
#5
Arlington VA 22209

TELEPHONE NO. 5712905461

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE: RTP FMC

RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
Durham NC 27711

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 076234313 Initial fee of console customization & Build out based one issues and subjects described in proposal : PBI / Ex. 4 Twice daily clip packages & breaking news alerts based on clip volume described in proposal _ PBI / Ex. 4 Analyst Support and access based on clip volume - PBI / Ex. 4 Console Maintenance for EPA data based on clip volume - PBI / Ex. 4 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $120,000.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.
[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*
30c. DATE SIGNED
31b. NAME OF CONTRACTING OFFICER *(Type or print)*: ELAINE SCOTT
31c. DATE SIGNED: 12/7/17

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Max Expire Date: 12/06/2018 Period of Performance: 12/07/2017 to 12/06/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-202BD4-2504-1711H71040-004 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 202BD4 Budget (BOC): 2504 DCN - Line ID: 1711H71040-004 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0004	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-301ME9-2504-1711H71040-005 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 301ME9 Budget (BOC): 2504 DCN - Line ID: 1711H71040-005 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0005	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-303D99-2504-1711H71040-006 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 303D99 Budget (BOC): 2504 DCN - Line ID: 1711H71040-006 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0006	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-401CD6-2504-1711H71040-007 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 401CD6 Budget (BOC): 2504 DCN - Line ID: 1711H71040-007 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0007	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				PBI / Ex. 4

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: 17-18-B-11-501E44-2504-1711H71040-008 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 501E44 Budget (BOC): 2504 DCN - Line ID: 1711H71040-008 Funding Flag: Complete Funded: PBI / Ex. 4				
0008	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-ZZZHF8-2504-1711H71040-009 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): ZZZHF8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-009 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0009	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-C-11-101FK6XR1-2504-1711H71040-010 BFY: 17 EFY: 18 Fund: C Budget Org: 11 Program (PRC): 101FK6XR1 Budget (BOC): 2504 DCN - Line ID: 1711H71040-010 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0010	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-T-11-501E52-2504-1711H71040-002 BFY: 17 Fund: T Budget Org: 11 Program (PRC): 501E52 Budget (BOC): 2504 DCN - Line ID: 1711H71040-002 Funding Flag: Complete Funded: PBI / Ex. 4 The total amount of award: $120,000.00. The obligation for this award is shown in box 26.				PBI / Ex. 4

SECTION I - Commercial Clauses - Sam template....6
I-1 Clauses....6
I-2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)....6
I-3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015)....9
I-4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)....9
I-5 FAR 52.222-3 CONVICT LABOR. (JUN 2003)....14
I-6 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)....14
I-7 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)....15
I-8 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)....19
I-9 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)....20
I-10 FAR 52.233-1 DISPUTES. (MAY 2014)....20
I-11 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)....22
I-12 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)....22
I-13 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION....22

SECTION I - Commercial Clauses - Sam template

I-1 Clauses

I-2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation-(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from-

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct*. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall-

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall-

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall-

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including-

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(*1*) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(*2*) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(*3*) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(*4*) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts*. (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015)

(a) *Definitions. Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* The Offeror represents that-

(1) It ___ is, ___ is not an inverted domestic corporation; and

(2) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(End of provision)

I-4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the

performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment-* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for

any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through *https://www.acquisition.gov*.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-5 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-6 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including

action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-7 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this

classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

I-8 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the

prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of clause)

I-9 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

I-10 FAR 52.233-1 DISPUTES. (MAY 2014)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(d)(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

I-11 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

I-12 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

I-13 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

Media Support/News analysis service

Solicitation Number: 68HE0H18B0002
Agency: Environmental Protection Agency
Office: Office of Acquisition Management (OAM)
Location: EPA/Headquarters (HPOD & SRRPOD)

Original Synopsis
Nov 29, 2017
10:20 am

Return To Opportunities List

Solicitation Number:
68HE0H18B0002

Notice Type:
Special Notice

Synopsis:
Added: Nov 29, 2017 10:20 am
Sole Source Notification for News analysis and brief service focusing on EPA work and other topics of interest to EPA. The intended awardee is Definers Corp, 1500 Wilson Blvd #5, Arlington, VA 22209-2458 - Phone# 571-290-5461

Additional Info:
Click here to see more information about this opportunity on FedConnect

Contracting Office Address:
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington
DC
20460
USA

Point of Contact(s):
Dews, Donna

Return To Opportunities List

GENERAL INFORMATION

Notice Type:
Special Notice

Posted Date:
November 29, 2017

Response Date:
-

Archiving Policy:
Automatic, on specified date

Archive Date:
December 11, 2017

Original Set Aside:
N/A

Set Aside:
N/A

Classification Code:
76 -- Books, maps & other publications

NAICS Code:
541 -- Professional, Scientific, and Technical Services/541820 -- Public Relations Agencies

Dews, Donna

From: EAS.System@epamail.epa.gov
Sent: Wednesday, November 29, 2017 2:03 PM
To: Dews, Donna
Subject: EAS System Notification

A new acknowledgement has arrived regarding the solicitation 68HE0H18B0002. To view the message, login to EAS at https://eas.epa.gov/.

This message is automatically sent to you as a courtesy from FedConnect.

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 11 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 05/01/2017

2. CONTRACT NO. (If any):

3. ORDER NO.: EP-17-H-000163

4. REQUISITION/REFERENCE NO.: PR-ORD-17-01186

5. ISSUING OFFICE (Address correspondence to):
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

6. SHIP TO:
a. NAME OF CONSIGNEE: HPOD
b. STREET ADDRESS: US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20460

7. TO: TODD GRAHAM
a. NAME OF CONTRACTOR: CISION US, INC.
b. COMPANY NAME:
c. STREET ADDRESS: 130 E. RANDOLPH ST.
7TH FLOOR
d. CITY: CHICAGO
e. STATE: IL
f. ZIP CODE: 60601

f. SHIP VIA:

8. TYPE OF ORDER:
[X] a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

[ ] b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE:

11. BUSINESS CLASSIFICATION (Check appropriate box(es)):
[ ] a. SMALL [ ] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED [ ] e. HUBZone
[ ] f. SERVICE-DISABLED VETERAN-OWNED [ ] g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM [ ] h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF:
a. INSPECTION: Destination
b. ACCEPTANCE: Destination

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date):

16. DISCOUNT TERMS:

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 005191895 POC: Nancy Grantham EMAIL: grantham.nancy@epa.gov PHONE: (617) 918-1101 Continued ...					

18. SHIPPING POINT:

19. GROSS SHIPPING WEIGHT:

20. INVOICE NO.:

17(h) TOTAL (Cont. pages)

21. MAIL INVOICE TO:
a. NAME: RTP Finance Center
b. STREET ADDRESS (or P.O. Box): US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
c. CITY: Durham
d. STATE: NC
e. ZIP CODE: 27711

SEE BILLING INSTRUCTIONS ON REVERSE

PBI / Ex. 4

17(i) GRAND TOTAL

PBI / Ex. 4

22. UNITED STATES OF AMERICA BY (Signature): 05/01/2017 J Gosnell ELECTRONIC SIGNATURE

23. NAME (Typed): Jody Gosnell
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER	CONTRACT NO.	ORDER NO.
05/01/2017		EP-17-H-000163

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Accounting Info: 17-18-C-26R5000-401FK9XR6-2532-26A4C-1726R5C706-001 BFY: 17 EFY: 18 Fund: C Budget Org: 26R5000 Program (PRC): 401FK9XR6 Budget (BOC): 2532 Cost: 26A4C DCN - Line ID: 1726R5C706-001 Period of Performance: 05/01/2017 to 04/30/2018					
0001	Base Year - Fixed Price - Incrementally funded PBI / Ex. 4 for software/license and related services for access to the Cision Portal and in accordance with the contractor's quote dated May 1, 2017. The terms and conditions of this order are attached hereto. Should any conflicts, inconsistencies, or discrepancies arise between the contractor's quote and the purchase order document, the purchase order document shall take precedence. The period of performance for the Base Year is May 1, 2017 - April 30, 2018.					
0002	Option Year One - Fixed Price - $184,975.00 for software/license and related services for access to the Cision Portal and in accordance with the contractor's quote dated May 1, 2017. The terms and conditions of this order are attached hereto. Should any conflicts, inconsistencies, or discrepancies arise between the contractor's quote and the purchase order document, the purchase order document shall take precedence. The period of performance is from May 1, 2018 - April 30, 2019. (Option Line Item) 04/20/2018 Continued ...				PBI / Ex. 4	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) PBI / Ex. 4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
05/01/2017		EP-17-H-000163

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0003	Option Year Two - Fixed Price - PBI / Ex. 4 for software/license and related services for access to the Cision Portal and in accordance with the contractor's quote dated May 1, 2017. The terms and conditions of this order are attached hereto. Should any conflicts, inconsistencies, or discrepancies arise between the contractor's quote and the purchase order document, the purchase order document shall take precedence. The period of performance is from May 1, 2019 - April 30, 2020. (Option Line Item) 04/20/2019				PBI / Ex. 4	
0004	Option Year Three - Fixed Price - PBI / Ex. 4 for software/license and related services for access to the Cision Portal and in accordance with the contractor's quote dated May 1, 2017. The terms and conditions of this order are attached hereto. Should any conflicts, inconsistencies, or discrepancies arise between the contractor's quote and the purchase order document, the purchase order document shall take precedence. The period of performance is from May 1, 2019 - April 30, 2020. (Option Line Item) 04/20/2019				PBI / Ex. 4	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) PBI / Ex. 4

Print Close Help

Transaction Information

Award Type:	Purchase Order	**Prepared Date:**	05/01/2017 20:30:53	**Prepared User:**	GOSNELL.JODY@EPAMAIL.EPA.GOV
Award Status:	Final	**Last Modified Date:**	05/01/2017 21:45:29	**Last Modified User:**	GOSNELL.JODY@EPAMAIL.EPA.GOV

Document Information

	Agency	*Procurement Identifier*	*Modification No*	*Trans No*
Award ID:	6800	EP17H000163	0	0

Referenced IDV ID:

Reason For Modification:

Solicitation ID:

	Agency Identifier	*Main Account*	*Sub Account*	*Initiative*
Treasury Account Symbol:	68	0107		Select One

Dates

Date Signed:	05/01/2017
Effective Date:	05/01/2017
Completion Date:	04/30/2018
Est. Ultimate Completion Date:	04/30/2018

Amounts

Action Obligation:	PBI / Ex. 4
Base And Exercised Options Value:	
Base And All Options Value:	
Fee Paid for Use of Indefinite Delivery Vehicle:	

Purchaser Information

Contracting Office Agency ID:	6800	**Contracting Office Agency Name:**	ENVIRONMENTAL PROTECTION AGENCY
Contracting Office ID:	68HE0H	**Contracting Office Name:**	HQ PROC OPS DIVISION (HPOD)
Funding Agency ID:	6800	**Funding Agency Name:**	ENVIRONMENTAL PROTECTION AGENCY
Funding Office ID:	68N000	**Funding Office Name:**	OFC RESEARCH DEV (ORD) (FUNDING)
Foreign Funding:	Not Applicable		

Contractor Information

SAM Exception: Review Exception

DUNS No:	005191895	**Street:**	130 E RANDOLPH ST 7TH FL
Vendor Name:	CISION US, INC.	**Street2:**	
DBAN:		**City:**	CHICAGO
		State:	IL **Zip:** 606016164
		Country:	UNITED STATES
		Phone:	(301) 683-6055
		Fax No:	
		Congressional District:	ILLINOIS 07

Business Category Show Details

Organization Type	CORPORATE NOT TAX	**Business Types**	Corporate Entity, Not Tax Exempt
Number of Employees	1385	**Organization Factors**	For Profit Organization
State of Incorporation	DE		Foreign Owned and Located
Country of Incorporation	USA		
Annual Revenue	PBI / Ex. 4		

Contract Data

Type of Contract:	Firm Fixed Price
Multiyear Contract:	Select One
Major Program:	
National Interest Action:	None
Cost Or Pricing Data:	Select One
Purchase Card Used As Payment Method:	No
Undefinitized Action:	No
Performance Based Service Acquisition:	Not Applicable
** FY 2004 and prior; 80% or more specified as performance requirement*	
** FY 2005 and later; 50% or more specified as performance requirement*	
Contingency Humanitarian Peacekeeping Operation:	Not Applicable
Contract Financing:	Select One
Cost Accounting Standards Clause:	Select One
Consolidated Contract:	Not Consolidated
Number Of Actions:	

1

Legislative Mandates

Clinger-Cohen Act:	No
Service Contract Act:	No
Walsh-Healey Act:	No
Davis Bacon Act:	No
Interagency Contracting Authority:	Not Applicable
Other Interagency Contracting Statutory Authority: *(1000 characters)*	

Principal Place of Performance

	State	Location	Country
Principal Place Of Performance Code:	DC		USA
Principal Place Of Performance County Name:	DISTRICT OF COLUMBIA		
Principal Place Of Performance City Name:	WASHINGTON		
Congressional District Place Of Performance:	00		
Place Of Performance Zip Code(+4):	20460 - 0001		

Product Or Service Information

Product/Service Code:	7030	**Description:** INFORMATION TECHNOLOGY SOFTWARE
Principal NAICS Code:	519130	**Description:** INTERNET PUBLISHING AND BROADCASTING AND
Bundled Contract:	Not Bundled	
DOD Acquisition Program:		
Country of Product or Service Origin:	USA UNITED STATES	
Place of Manufacture:	Mfg in U.S.	
Domestic or Foreign Entity:	Foreign-Owned Business Incorporated in the U.S.	
Recovered Materials/Sustainability:	No Clauses Included and No Sustainability Included	OMB Policy on Sustainable Acquisition
InfoTech Commercial Item Category:	Select One	
Claimant Program Code:		**Description:**
Sea Transportation:	Select One	
GFP Provided Under This Action:	Transaction does not use GFP	
Use Of EPA Designated Products:	Not Required	
Description Of Requirement: *(4000 characters)*	[illegible]	

Competition Information

Extent Competed For Referenced IDV:	
Extent Competed:	Not Competed
Solicitation Procedures:	Only One Source
Type Of Set Aside:	No set aside used
Evaluated Preference:	No Preference used
SBIR/STTR:	Select One
Fair Opportunity/Limited Sources:	Select One
Other Than Full And Open Competition:	Only One Source-Other (FAR 6.302-1 Other)
Local Area Set Aside:	No
FedBizOpps:	No
A76 Action:	No
Commercial Item Acquisition Procedures:	Commercial Item
Number Of Offers Received:	1
Small Business Competitiveness Demonstration Program:	
Commercial Item Test Program:	No
Preference Programs / Other Data	
Contracting Officer's Business Size Selection:	Other than Small Business
Subcontract Plan:	Plan Not Required
Price Evaluation Percent Difference:	%

FAR 52.212-4 Contract Terms and Conditions -- Commercial Items (May 2015)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Nov 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

_X_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

_X_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

_X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

_X_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Oct 2015) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

_X_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

_X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

_X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

_X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

_X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

_X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

_X_ (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

_X_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

_X_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) __X__ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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 include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

FAR 52.252-2 Clauses Incorporated by Reference (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://farsite.hill.af.mil/_____

_____

EPAAR 1552.211-79 Compliance with EPA Policies for Information Resources Management (JAN 2012)

(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 on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) Section 508 requirements (accessibility). Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at www.epa.gov/accessibility.

(d) 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/policies/index.html".

EPAAR 1552.232-74 Payments—Simplified Acquisition Procedures Financing (JUN 2006)

Simplified acquisition procedures financing in the form of interim payment(s) will be provided under this commercial item order in accordance with the payment schedule below. If both advance and interim payments are to be made, the payment schedule shown below will specify the type of payment provided for each line item.

The Government shall pay the contractor as follows upon the submission of invoices or vouchers approved by the project officer: monthly in arrears

[71 FR 32284, June 5, 2006]

EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74); 2013 Continuing Appropriations Resolution (Pub.L. 112-175); Consolidated and Further Continuing

Appropriations Act, 2013 (Pub.L. 113-6); Continuing Appropriations Act, 2014 (Pub.L. 113-46), and subsequent relevant appropriations acts, the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the contracting officer may render the contractor ineligible for FY 2012, 2013, 2014 or subsequent FY contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

Dews, Donna

From: Dews, Donna
Sent: Thursday, December 14, 2017 2:02 PM
To: Stewart, Keith
Cc: Brown, Rayna; Gosnell, Jody; Plater, Lottie; Wilson, Jessica; Scott, Elaine
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002

Hi Keith/Rayna

See below.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Wednesday, December 06, 2017 9:40 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: RE: Response to Sole Source Notification: 68HE0H18B0002

Hello Donna,

Please see our statement below regarding the capabilities of TechMIS for our contract. Let me know if you need anything else.

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. Definers also offers War Room Services which allows them to function in real time to identify and react immediately to opportunities arising out of the news cycle and to flag potential challenges and crises before they escalate. Finally, Definers offers best practices from political and issue campaigns as well as private sector disputes. They have analysts from diverse backgrounds to cover a wide array of sectors. TechMIS albeit a new clips company does not reach the level of capable services we requires in this contract.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Dews, Donna
Sent: Tuesday, December 05, 2017 11:49 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

Hi Michael

See below.

Please send a kind note after reviewing their capability statement as to why you are doing a Sole Source for your Media Support and Analysis and copy me for our contract documentation records so we can avoid possible a protest.

You can use your description off of your JOFOC as a starting point to support your reasoning.

Also send a note to:

Personal Privacy / Ex. 6

I can forward the above individual emails (Ben and Armand) to see what they were requesting from you or you can just let them know this was just to inform them of your office's intent to sole source, since no capability statement was sent. It is up to you if you want to send them the finalized SOW.

Per our phone conversation yesterday and our request via email, please get a quote from Definer's and a Capability Statement. I do not believe the Cost Breakdown is adequate documentation for our records. A quote – defines the items being purchased, the price per item, terms and conditions and an expiration date and the period of performance, instead of 1 year define as 12 months.

Again, Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460

202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Burt Squires - TechMIS [mailto:burt.squires@techmis.com]
Sent: Wednesday, November 29, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Subject: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

TechMIS LLC is submitting the following response to solicitation 68HE0H18B0002 posted on the FBO as a Sole Source Notification on 11/29/17. We have the capability to perform all functions described in this solicitation in house.

PBI / Ex. 4

We request that the Government not award this contract without competition. PBI / Ex. 4

PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

Any and all questions about this response should be addressed to the following: Burt Squires, Vice President of TechMIS LLC at 12208 Woodlands Circle, Dade City, FL 33525. Mr. Squires has both signature and negotiation authority for this response. Mr. Squires can be contacted at 717-324-1342 or via email at burt.squires@techmis.com.

Regards,

Steven Mains, PhD	Burton J. Squires	Harvey Glasgow
CEO & Managing Partner	Vice President & Partner	Controller, FSO & Partner

Dews, Donna

From:	Burt Squires - TechMIS <burt.squires@techmis.com>
Sent:	Wednesday, November 29, 2017 11:48 AM
To:	Dews, Donna
Subject:	Response to Sole Source Notification: 68HE0H18B0002
Attachments:	EPA Media Support - News Analysis Service (68HE0H18B0002).pdf
Importance:	High

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

TechMIS LLC is submitting the following response to solicitation 68HE0H18B0002 posted on the FBO as a Sole Source Notification on 11/29/17. We have the capability to perform all functions described in this solicitation in house.

PBI / Ex. 4

We request that the Government not award this contract without competition. PBI / Ex. 4

PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

Any and all questions about this response should be addressed to the following: Burt Squires, Vice President of TechMIS LLC at 12208 Woodlands Circle, Dade City, FL 33525. Mr. Squires has both signature and negotiation authority for this response. Mr. Squires can be contacted at 717-324-1342 or via email at burt.squires@techmis.com.

Regards,

Steven Mains, PhD	Burton J. Squires	Harvey Glasgow
CEO & Managing Partner	Vice President & Partner	Controller, FSO & Partner

TechMIS LLC

Response to:

Media Support/News Analysis Service
U.S. Environmental Protection Agency (EPA)

Response to Sole Source Notification: 68HE0H18B0002

29 November 2017

Submitted by:

TechMIS LLC
12208 Woodlands Circle
Dade City, FL 33525
Phone: 813-494-6050
Fax: 813-793-4885

For info: steven.mains@techmis.com or burt.squires@techmis.com or harvey.glasgow@techmis.com

DUNS 135665169 (Service Disabled Veteran Owned Small Business)
CAGE Code: 3L8X7
Taxpayer Identification Number (TIN): 59-3671822

Authorized to Negotiate and Sign:

Dr. Steven Mains	Burt Squires	Harvey Glasgow
CEO, TechMIS LLC	Vice President, TechMIS LLC	Controller, FSO, TechMIS LLC
steven.mains@techmis.com	burt.squires@techmis.com	harvey.glasgow@techmis.com
Phone: 757-814-3598	Phone: 717-324-1342	Phone: 813-494-6050

This response includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this response. However, if a contract is awarded to this offeror as a result of - or in connection with - the submission of these data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. The data subject to this restriction are contained in all sheets of the response.

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

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Table of Contents

Executive Summary 4
TechMIS Overview 4
SAM Registration 5
TechMIS Reps and Certs & NAICS/PCS codes 5

PBI / Ex. 4

Executive Summary

TechMIS has extensive in-house capability and significant experience providing News Briefing support to top-tier U.S. Government customers.

PBI / Ex. 4

TechMIS Overview

Company Information: Technology - Management & Innovative Solutions, LLC 12208 Woodlands Circle Dade City, FL 33525 www.techmis.com Year Incorporated: 2000 CEO & Managing Partner: Steven Mains, PhD (757) 814-3598 Office (813) 793-4885 Fax steven.mains@techmis.com	Technical Contacts: Burt Squires Vice President (717) 324-1342 burt.squires@techmis.com Harvey Glasgow Controller, FSO (813) 494-6050 harvey.glasgow@techmis.com
Business Size/Status: Certified by the Small Business Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB) Average Revenues for the past 5 years: $6M.	Identifying Information DUNS Number: 135665169 Cage Code: 3L8X7 Tax Id Number: 59-3671822 Company Structure: Corporation Registered in SAM.gov (as a SDVOSB)

PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
THE ADMINISTRATOR

MEMORANDUM

SUBJECT: Request for Sole Source Purchase Award

FROM: Nancy Grantham, Acting Principal Deputy Associate Administrator
Office of Public Affairs

TO: Jessica Wilson, Contracting Officer
Headquarters Procurement Operations Division, PCSC/OAM (3803r)

DATE: December 7, 2017

This letter serves to justify the sole source purchase of services from Definers for media clip and war rooms media services.

Definers offers intensive, near live-time "war room" coverage of media stories for specific topics, events or announcements. They also provide access to a searchable database of EPA topics and issues while compiling news articles delivered by email daily.

The vendor has a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. It allows organizations to have a holistic view of what is occurring in the public domain with regards to their organization and relevant sectors, both domestically and globally.

This service is vital to EPA's Office of Public Affairs to fully monitor and respond quickly to breaking media coverage. This service also directly supports the Administrator and other senior EPA officials by providing them with timely updates on media stories. I believe it is of the best value to the agency to pursue this contract.

Internet Address (URL) • http://www.epa.gov
Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Postconsumer, Process Chlorine Free Recycled Paper

definers

Definers Corp.
1500 Wilson Blvd.
5th Floor
Arlington, VA 22209 US

ADDRESS
United States Environmental
Protection Agency
Office of Public Affairs
Mail Code: 1701A
1200 Pennsylvania Avenue, NW
Washington, DC 20004

ESTIMATE 1001

DATE 12/07/2017

EXPIRATION DATE 12/31/2017

DATE	ACTIVITY	AMOUNT
01/01/2018	Initial fee of console customization and build out based one issues and subjects described in proposal	2,500.00
01/01/2018	Twice daily clip packages & breaking news alerts based on clip volume described in proposal (Email and Console Distribution) - $5,000 Monthly for twelve months 01/01/2018 - 12/31/2018	60,000.00
01/01/2018	Analyst support and access based on clip volume - $2,500 Monthly for twelve months 01/01/2018 - 12/31/2018	30,000.00
01/01/2018	Console maintenance for EPA data based on clip volume - $2,500 Monthly for eleven months 02/01/2018 - 12/31/2018	27,500.00

TOTAL **$120,000.00**

Accepted By

Accepted Date

FedConnect

Videos | Help

Opportunity: Media Support/News analysis service

Description

Sole Source Notification for News analysis and brief service focusing on EPA work and other topics of interest to EPA. The intended awardee is Definers Corp, 1500 Wilson Blvd #5, Arlington, VA 22209-2458 - Phone# 571-290-5461

Overview

Reference number:	68HE0H18B0002
Issue date:	11/29/2017
Response due:	
Set Aside:	N/A
NAICS:	541820-Public Relations Agencies
PSC / FSC:	7630
Agency:	EPA

Contracting office:

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Place of Performance:

Contact:	Donna Dews
Phone:	
Fax:	
Email:	Dews.Donna@epa.gov

Vendors conference:

Location:

What do I do now?

This is the opportunity summary page. To the left you will see a description and an overview of this opportunity. To the right you will see a list of the attached documentation. To view any of the attachments, simply click the attachment name.

Registered Users
To register interest in this opportunity or to electronically respond, you must first sign in. Click the Sign In button below.

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Non Registered Users
You can view this or any other public opportunity. However, registered users have numerous added benefits including the ability to submit questions to the agency, receive emails concerning updates and amendments, create and manage a response team and submit responses directly through this site.

Becoming a registered user is fast, free and takes only a few minutes. To get started, click the Register Now button below.

Register Now

Return to Public Opportunity List

Documentation

- 68HE0H18B0002
  - Special Notice
    - Overview

Details:

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Details:

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Justification for Other than Full and Open Competition (JOFOC)

Authority: 41 U.S.C. 253(c) , FAR PART 6.3

1. **Agency:** U.S. Environmental Protection Agency
   Contracting Activity: Office of Acquisition Management – Headquarters Procurement Operations Division
   Contractor: Definers Corp

2. **Nature and/or description of the action:**

   EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

3. **Description of the Supplies or Services:**

   This is a sole source procurement subscription for a media support service. The service provides EPA with: 1) Intensive, near live-time "war room" coverage of media stories for specific topics, events or announcements; 2) access to a searchable database of past media content on EPA issues and topics; 3) a twice-daily compilation of news articles delivered once each business day by e-mail; and 4) high profile, breaking news stories during the day, delivered by e-mail. This service is vital to support the ability of EPA's Office of Public Affairs to fully monitor and respond quickly to breaking media coverage, which in turn supports EPA's ability to accurately provide information to the public on environmental and regulatory matters. This service also directly supports the Administrator and other senior EPA officials by providing them with timely updates on media stories.

Period of performance: One year from date of contract award

DUNS: 076234313

Proposed Source: Definers Corp.

Contacts:
Joe Pounder, President

Personal Privacy / Ex. 6

Personal Privacy / Ex. 6

4. **Authority:** [Check appropriate exception.]

[X] Only One Responsible Source
Authority: 41 U.S.C. 253 (c) (1)
FAR Cite: FAR 6.302-1

5. **Describe how the contractor's unique qualifications or the nature of the acquisition requires use of the authority cited:**

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. It allows organizations to have a holistic view of what is occurring in the public domain with regards to their organization and relevant sectors, both domestically and globally.

Through the Console, Definers is able to revolutionize the utilization of media clips by implementing:

- Proprietary advanced search functions
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Ability to pre-load a customized Console with the issues, public figures, and news data relevant to customers, populated in real time
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to the customer's areas of interests, which allow for quick sorting and tracking of customized data streams.
- Delivered through a proprietary web interface which allows for email distribution as well.

6. **Describe the efforts made to ensure that offers are solicited from as many potential sources as practicable:**

A JOFOC and RFI notice will be posted on FedBizOpps (synopsized) and FedConnect for five calendar days.

7. **The contracting officer determines that the anticipated cost to the Government will be fair and reasonable due to the vendor's published rates, or other available price information.**

Yes, the CO has determined the cost to be fair and reasonable based on information received from the contractor.

8. **Description of the market research conducted (see FAR Part 10). If no market research was conducted, state the reasons:**

Leading providers Cision (www.cision.com), Bulletin Intelligence (www.bulletinintelligence.com), and Critical Mention (www.criticalmention.com) do not provide the combined services sought by EPA's Office of Public Affairs.

9. **Other facts supporting the use of other than full and open competition.**

Definers Corp. states that no other service gives their clients the high level and comprehensive search functions that it offers through its customized Console. Clients have the ability to tailor their tags and tailor who from their teams sees those tags. The storage and search functions of the Console are something no other clip service provides because they do not have the Definers proprietary Console.

Approvals –

1) **Project Officer's Certification**
I certify that the facts and representations stated in this justification are complete and accurate which form the basis to award this requirement.

[signature]	TRICIA S. Lynn
Signature of Technical Officer	**Printed name of Technical Officer**

Technical Officer's phone number & E-mail address:
202.564.2615 / lynn.tricia@epa.gov

Date: 11/29/2017

2) Contracting Officer's Certification

I certify that this justification is accurate and complete to the best of my knowledge and belief.

Jody Gosnell

Signature of Contracting Officer

Jody Gosnell

Printed name of Contracting Officer

Contracting Officer's phone number and E-mail address: gosnell.jody@epa.gov
202-564-4353

Date: 11/29/17

definers
PUBLIC AFFAIRS

To: Interested Parties
From: Joe Pounder, President, Definers Public Affairs
Julia Cotrone, Special Assistant, Definers Public Affairs
Will Schenkel, VP, Definers Public Affairs
Date: December 7th, 2017
Subject: EPA Media Support Proposal

---

1) Overall Scope:

Definers Public Affairs can provide the EPA's Office of Public Affairs (OPA) with comprehensive media monitoring services and analysis focused on alerting the team to developing news stories, building compendiums twice a day on issues you have identified. With analysts on the ground in Washington D.C. and the Bay Area, Definers Public Affairs is able to provide comprehensive media monitoring of coherent information on environmental issues, and EPA actions and policies around the clock.

2) *Media Monitoring Scope:*

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are enclosed.

The monitoring will focus on stories about Administrator Pruitt and the EPA outlined in the proposal section below. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.
To achieve this Definers will provide the EPA 4 basic services:

- **2A)** delivery, via email, of a twice-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis
- **2B)** delivery, via email and in near-real-time, of media stories involving events, announcements and issues directly relevant to the EPA, with trend analysis included;
- **2C)** delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor.
- **2D)** delivery, via searchable database, of stories gathered under the other assigned tasks as of contract start date.

3) **Proposal:**

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on alerting your team to news stories as they break and develop from English-language sources.

3A) This monitoring would include all print and online sources, national and local TV, and key influencers on social media relating to:

- Administrator
- Brownfields/Superfund/Other cleanups
- Environmental Justice
- Environmental activists
- EPA
- International environmental agreements and disputes
- Toxics/TSCA
- Tribal environmental issues

The following subjects will also be monitored & alerted when directly mentioning or relevant the Administrator or the EPA:

- Budget
- Climate Change
- Emergency Response
- Energy
- Enforcement
- Grants
- Hazardous waste
- Pesticides
- Research and Development
- Rules/Regulations/Policy
- Trash/recycling/composting/solid waste

3B) The monitoring program for the subjects outlined above would incorporate two tracks:

i. **On a daily basis**, stories would be compiled into **morning and evening matrices** of issues identified by your team. The matrix will include a brief summary and analysis as to the coverage. Throughout the day, Definers will alert major stories that our analysts deem pertinent to your strategic objectives, and follow them as they develop, circulate, and gain traction.

ii. **In a breaking news situation,** Definers media analysts will work hand-in-hand with your team to monitor for news stories and how they spread throughout the media. Our analysts will provide a quick analysis when needed that identifies what environmental companies are saying, whether stories are positive/negative, and whether or not they incorporate your company's perspective. This quick analysis will help your team more effectively respond to developing news.

3C) Through Definers Console-based war room system the EPA team can be automatically notified via e-mail of news alerts and they can also login and go through the alerts in one convenient location. The Console

includes a robust search function that will enable your team to quickly find and filter the stories alerted by Definers.

The EPA will have the ability to use the Definers Console for:

- Proprietary advanced search functions within the clips
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of your customized data streams.
- Delivered through our proprietary web interface which allows for email distribution as well.

3D) In order to achieve these task Definers will obtain/maintain subscriptions or licenses for:

- Nexis Lexis
- TV Eyes
- SnapStream
- AP
- Agri-Pulse
- Argus Media
- Axios
- Bloomberg
- Bloomberg BNA
- Boston Globe
- Breitbart
- Business Insider
- CNN
- Chicago Tribune
- Christian Science Monitor
- CQ Roll Call
- The Daily Caller
- E&E News
- Financial Times
- Forbes
- Fox News
- The Guardian
- The Hill
- Think Progress
- Hot Air
- Huffington Post
- Independent Journal Review
- LA Times
- Morning Consult
- Mother Jones
- New Republic
- NPR

- NTK Network
- NY Times
- The Oklahoman
- PJ Media
- Politico Pro
- Politico
- Reuters
- Scientific American
- Tulsa World
- USA Today
- Youtube
- Wall Street Journal
- Washington Examiner
- Washington Post
- Washington Times

3E) *Once contracted EPA will have unlimited access to Definers account managers & to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.*

4) <u>Definers Estimated Cost:</u>

To accomplish your objectives, we anticipate a cost of **$120,000 over 12 months.** A monthly cost of **$10,000** for the Console and Support –see below:

Monthly Cost Breakdown:
$7,500 = Unlimited access to custom built and proprietary Definers Console with breaking news and clip package distribution
$2,500 = One month of analyst support and access based on clip volume (outlined in section 3)

Sample Matrix/Compendium

EPA Clips
May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", Iowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside $12 Million For Buyouts In Coming Months", Washington Post, 5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!'", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over $4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

TV/Radio
5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social
@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

@RepStefanik: "Sent a letter to the EPA expressing my concerns over the dismissal of members of the Board of Scientific Counselors… It's critical that the EPA continues to use the highest quality research when making policy decisions."

@Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"

@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n…"

@AGRutledge: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working. arkansasag.gov/media-center/n..."

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules
Reuters
By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are

necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.
"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done,'" Ebell said.
In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.
"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.
A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency
Fox & Friends
May 17, 2017
http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning. Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

Steve: That crosses both Democrat and Republican administrations.

Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country. the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

Administrator Pruitt: Possibly, yes. And that's why it's so important to focus the core of the mission on those areas. This president is a doer, an action oriented leader. the past administration talked a lot. this administration is actually taking steps to do things to clean up the environment. We're focusing on those areas you mentioned.

Brian: super fund sites that need to be cleaned up. What's your first target?

Administrator Pruitt: We are very focused on Westlake. I was in East Chicago about three weeks ago. a site that has lead as well.

Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house. this is what the American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership. and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

Administrator Pruitt: Clean up these sites. set a goal and say 1322 sites unacceptable. 27 years to make a decision is unacceptable. Let's get St. Louis cleaned up.

Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.

Scott, Elaine

From: Quarles, Michael
Sent: Tuesday, January 09, 2018 11:22 AM
To: Scott, Elaine
Subject: Fwd: Updated Docs for PR-OA-17-00132 NEWS SVC
Attachments: SOW.Final.11.08.17.docx; ATT00001.htm

Eval in SOW

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 1104A
(202) 343-9970

Begin forwarded message:

> **From:** "Lynn, Tricia" <lynn.tricia@epa.gov>
> **Date:** November 13, 2017 at 11:47:59 AM EST
> **To:** "Dews, Donna" <Dews.Donna@epa.gov>, "Quarles, Michael" <Quarles.Michael@epa.gov>, "Gosnell, Jody" <Gosnell.Jody@epa.gov>
> **Cc:** "Grantham, Nancy" <Grantham.Nancy@epa.gov>
> **Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC**
>
> Hi all—
>
> Here's the SOW with the instructions, evaluation, and IGCE included at the end. I'm still waiting for a bit of information from Definers to complete the JOFOC, but I'll send it as soon as I have it.
>
> Thanks everyone!
>
> --Tricia
>
> **From:** Dews, Donna
> **Sent:** Thursday, November 02, 2017 11:48 AM
> **To:** Quarles, Michael <Quarles.Michael@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
> **Cc:** Gosnell, Jody <Gosnell.Jody@epa.gov>
> **Subject:** RE: Updated Docs for PR-OA-17-00132 NEWS SVC
>
> Michael

Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Thursday, November 02, 2017 11:44 AM
To: Grantham, Nancy <Grantham.Nancy@epa.gov>; Dews, Donna <Dews.Donna@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Hello,

I will be attaching this document in lieu of FITARA. Thank you.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Grantham, Nancy
Sent: Thursday, November 02, 2017 9:31 AM
To: Dews, Donna <Dews.Donna@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Thanks .. I think Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Thanks all

Nancy Grantham
Office of Public Affairs

US Environmental Protection Agency
202-564-6879 (desk)
Personal Phone / Ex. 6 (mobile)

From: Dews, Donna
Sent: Thursday, November 02, 2017 9:30 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: Updated Docs for PR-OA-17-00132 NEWS SVC

Hi All

I appreciate everyone coming out so we can continue to progress toward this solicitation. Per our meeting Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5 Please let Jody or I know if you need further information or any questions for JOFOC or any of these other attachments. Again Thanks.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

Statement of Work

Media Support Contract

U.S. Environmental Protection Agency

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

definers

Definers Corp.
1500 Wilson Blvd.
5th Floor
Arlington, VA 22209 US

ADDRESS
United States Environmental
Protection Agency
Office of Public Affairs
Mail Code: 1701A
1200 Pennsylvania Avenue, NW
Washington, DC 20004

ESTIMATE 1001

DATE 12/07/2017

EXPIRATION DATE 12/31/2017

DATE	ACTIVITY	AMOUNT
01/01/2018	Initial fee of console customization and build out based one issues and subjects described in proposal	2,500.00
01/01/2018	Twice daily clip packages & breaking news alerts based on clip volume described in proposal (Email and Console Distribution) - $5,000 Monthly for twelve months 01/01/2018 - 12/31/2018	60,000.00
01/01/2018	Analyst support and access based on clip volume - $2,500 Monthly for twelve months 01/01/2018 - 12/31/2018	30,000.00
01/01/2018	Console maintenance for EPA data based on clip volume - $2,500 Monthly for eleven months 02/01/2018 - 12/31/2018	27,500.00

TOTAL **$120,000.00**

Accepted By

Accepted Date

Statement of Work

Media Support Contract

U.S. Environmental Protection Agency

Background and Purpose:

EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

Scope of Work

EPA requires four basic services:

- delivery, via email and in near-real-time, of media stories involving relevant events, announcements and issues, with trend analysis included;
- delivery, via email, of a once-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis;
- delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor
- delivery, via searchable database, of all past media stories gathered under the other assigned tasks

The selected vendor shall be responsible for obtaining the necessary licenses (via Factiva, Lexis Nexis or similar service) to provide this service to OPA.

Accompanying these deliverables, selected vendor shall provide exceptional customer service, including 24/7 access by EPA to contractor's account managers, analysts, and senior managers, to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.

Deliverables shall:

- include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc.;

- reflect understanding of EPA's mission and interests;
- characterize, when requested, the coverage such that EPA officials can quickly get a sense of how widely various story elements were run and what the general tone is; and
- provide links within the coverage to the original full-text versions and to streaming video of important television as originally broadcast.

All content is to be provided as described within the task descriptions, with the exception of the observed legal holidays below:

- New Year's Day
- Martin Luther King's Birthday Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day (two days: Thanksgiving Day and the day after Thanksgiving)
- Christmas day (two days: These days will vary based on which day of the week Christmas falls and will be worked out between EPA and the contractor.)
- Inauguration Day (when applicable)

At a minimum, the following outlets shall be included in the contractor's search for media clips:

AP
Agri-Pulse
Argus Media
Axios
Bloomberg
Bloomberg BNA
Boston Globe
Breitbart
Business Insider
CNN
Chicago Tribune
Christian Science Monitor
The Daily Caller
E&E News
Financial Times
Forbes
Fox News
The Guardian
The Hill
Hot Air
Independent Journal Review
LA Times
Morning Consult
NPR
NTK Network
NY Times
The Oklahoman
PJ Media
Politico
Reuters
Scientific American
Tulsa World
USA Today
Wall Street Journal
Washington Examiner
Washington Post
Washington Times
Google News Keywords– EPA, Environmental Protection Agency, Scott Pruitt

Tasks and Deliverables:

For Tasks 1 & 2, the contractor shall seek to provide news stories relevant to EPA's mission, and, at a minimum, shall include the following topic areas:

a. Administrator
b. Brownfields/Superfund/Other cleanups
c. Budget
d. Climate Change
e. Emergency Response
f. Energy
g. Enforcement
h. Environmental Justice
i. EPA
j. Grants
k. Hazardous waste
l. International environmental agreements and disputes
m. Pesticides
n. Research and Development
o. Rules/Regulations/Policy
p. Toxics/TSCA
q. Trash/recycling/composting/solid waste
r. Tribal environmental issues

EPA may modify this topic area list by contacting the contractor as new or additional areas of focus arise.

Task 1 – Deliver, via email, Near Live-Time Coverage of Relevant Individual Media Stories

Deliverables:

The contractor shall deliver comprehensive, near live-time media coverage for high-priority events, announcements or issues. Delivery is to be made in individual emails which also include the name of the media outlet, the full text of the story, a link to the original source, and a brief (1-2 sentences) characterization of the tone of the story, all in an easily-readable, Section 508-compliant format. This "war room" type coverage will include rapid delivery of media stories. Delivery will be to a select list of approximately 30 OPA staff, as provided by OPA. Delivery shall be throughout the day as news stories are published and within 30 minutes of the time of publication. This deliverable shall be available seven days per week, from 8 AM to 11 PM Eastern Time, excluding holidays as defined in this statement of work. Note that, while emails shall typically be delivered with one story per email, multiple entries may be combined in a single email at the contractor's discretion. In either case, however, the email shall be sent within 30 minutes of all articles' publication.

Name	Due	Acceptance Criteria
Near Live-Time Coverage of Relevant Individual Media Stories	Due five days per week, excluding holidays, from 8 AM – 11 PM Eastern Time on a rolling basis, throughout the day as news stories are published. All stories shall be sent to the OPA listserv within 30 minutes of publication.	- Individual or combined story entries are delivered to appropriate recipients via email. - Selected articles demonstrate an understanding of which issues are important to OPA - Each email includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the story's tone. - Emails are in an easily-readable, Section 508-compliant format. - Updates to the recipient listserv are made within one (1) business day.

Task 2 – Deliver, via E-Mail, Daily Compiled News Coverage of EPA and Environmental Issues, Including Trend Analysis

Deliverables

On Monday through Friday, excluding defined holidays, the contractor shall provide an e-mail compendium of news coverage relevant to EPA and environmental issues. These compendia are due twice daily at 8:00 AM and 3:00 PM Eastern Time. These deliveries shall consist of media stories from print, television and radio outlets. For print stories, the contractor shall provide the article title, full story content, and a link to the original full-text versions. Television and radio stories shall include a title, link, and brief summary of the content.

The compendia shall include all Task 1 and Task 3 materials. The contractor will not be required to deliver any e-mails for this task on Saturdays, Sundays or observed holidays as defined in this statement of work. However, the first Monday and/or post-holiday e-mail

delivery under this task shall also include content published since the preceding e-mail delivery on Friday or the day before the holiday, and shall include relevant content from all weekend and/or observed holiday days.

In addition to news clips, the compendia shall also include a trend analysis, to include key metrics such as:

- total volume of media reports;
- average favorability – percent favorable, neutral, and unfavorable;
- leading story focus;
- leading messages;
- leading spokespeople on key messages; and
- leading media type on key messages.

The above represents OPA's best idea of the trend analysis, but specifics will be worked out with the contractor after contract award.

These compendia, including trend analysis, will go to a listserv, maintained by the contractor, of approximately 600 people. Formatting of the compendia is at the discretion of the contractor, but they must be easy to read with a reasonable type and font size, and must be Section 508 compliant.

Name	Due	Acceptance Criteria
Compiled News Coverage of EPA and Environmental Issues	Due no later than 8:00 AM and again at 3:00 PM Eastern Time, Monday through Friday. Note that Monday 8:00 AM edition and any edition following a holiday will include relevant stories published during the time of the weekend and/or holiday.	- Compendia arrive on time and to all recipients on vendor-maintained listserv. - Compendia use reasonable font and type size, and are Section 508 compliant. - Compendia include relevant articles gleaned from the OPA-provided list of key words. - Each compendium includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the story's tone for each story included.

		- Compendia include a trend analysis - Key word updates are incorporated no later than four (4) business hours from the time vendor is informed by OPA of change. - Updates to listserv are made within one (1) business day of time vendor is informed by OPA of changes.

Task 3 - Deliver, via E-mail, Near Live-Time Coverage of High-Priority News Stories

Deliverables

In addition to the daily individual and compiled news coverage in Tasks 1 and 2, the contractor shall provide OPA staff with news stories on breaking news and high priority issues. This content will be limited to high priority issues and/or media outlets as determined on an ongoing basis through discussion between OPA and the contractor. This content is to be delivered on a rolling basis throughout the day as it is published, and within 30 minutes of publication, seven days per week from 8 AM – 11 PM. Emails shall be delivered to an OPA-provided list of approximately 30 individuals, and the list shall be maintained and updated as needed by the contractor.

Emails shall include the name of the media outlet, the full text of the story, a link to the original source, and a brief (1-2 sentences) characterization of the tone of the story, all in an easily-readable, Section 508-compliant format. Note that, while emails shall typically be delivered with one story per email, multiple entries may be combined in a single email at the contractor's discretion. In either case, however, the email must be sent within 30 minutes of all articles' publication.

Name	Due	Acceptance Criteria
Near Live-Time Coverage of High Priority New Stories	Due seven days per week, excluding holidays, from 8 AM – 11 PM Eastern Time on a rolling basis, throughout the day as news stories are	- Individual or combined story entries are delivered to appropriate recipients via email within 30 minutes of article publication.

	published. All stories shall be sent to the OPA listserv within 30 minutes of publication.	- Selected articles reflect both an understanding of which issues are of high priority to OPA, and also the topics determined through discussions between OPA and the vendor. - Each email includes the name of the media outlet. the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the tone of the story in an easily-readable, Section 508- compliant format. - Updates to the list of recipients are made within one (1) business day.

Supporting Information

The Period of Performance shall be for one year from date of contract award.

definers
PUBLIC AFFAIRS

To: Interested Parties
From: Joe Pounder, President, Definers Public Affairs
Julia Cotrone, Special Assistant, Definers Public Affairs
Will Schenkel, VP, Definers Public Affairs
Date: December 7th, 2017
Subject: EPA Media Support Proposal

---

1) Overall Scope:

Definers Public Affairs can provide the EPA's Office of Public Affairs (OPA) with comprehensive media monitoring services and analysis focused on alerting the team to developing news stories, building compendiums twice a day on issues you have identified. With analysts on the ground in Washington D.C. and the Bay Area, Definers Public Affairs is able to provide comprehensive media monitoring of coherent information on environmental issues, and EPA actions and policies around the clock.

2) Media Monitoring Scope:

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are enclosed.

The monitoring will focus on stories about Administrator Pruitt and the EPA outlined in the proposal section below. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.
To achieve this Definers will provide the EPA 4 basic services:

- **2A)** delivery, via email, of a twice-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis
- **2B)** delivery, via email and in near-real-time, of media stories involving events, announcements and issues directly relevant to the EPA, with trend analysis included;
- **2C)** delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor.
- **2D)** delivery, via searchable database, of stories gathered under the other assigned tasks as of contract start date.

3) **Proposal:**

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on alerting your team to news stories as they break and develop from English-language sources.

3A) This monitoring would include all print and online sources, national and local TV, and key influencers on social media relating to:

- Administrator
- Brownfields/Superfund/Other cleanups
- Environmental Justice
- Environmental activists
- EPA
- International environmental agreements and disputes
- Toxics/TSCA
- Tribal environmental issues

The following subjects will also be monitored & alerted when directly mentioning or relevant the Administrator or the EPA:

- Budget
- Climate Change
- Emergency Response
- Energy
- Enforcement
- Grants
- Hazardous waste
- Pesticides
- Research and Development
- Rules/Regulations/Policy
- Trash/recycling/composting/solid waste

3B) The monitoring program for the subjects outlined above would incorporate two tracks:

i. **On a daily basis**, stories would be compiled into **morning and evening matrices** of issues identified by your team. The matrix will include a brief summary and analysis as to the coverage. Throughout the day, Definers will alert major stories that our analysts deem pertinent to your strategic objectives, and follow them as they develop, circulate, and gain traction.

ii. **In a breaking news situation,** Definers media analysts will work hand-in-hand with your team to monitor for news stories and how they spread throughout the media. Our analysts will provide a quick analysis when needed that identifies what environmental companies are saying, whether stories are positive/negative, and whether or not they incorporate your company's perspective. This quick analysis will help your team more effectively respond to developing news.

3C) Through Definers Console-based war room system the EPA team can be automatically notified via e-mail of news alerts and they can also login and go through the alerts in one convenient location. The Console

includes a robust search function that will enable your team to quickly find and filter the stories alerted by Definers.

The EPA will have the ability to use the Definers Console for:

- Proprietary advanced search functions within the clips
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of your customized data streams.
- Delivered through our proprietary web interface which allows for email distribution as well.

3D) In order to achieve these task Definers will obtain/maintain subscriptions or licenses for:

- Nexis Lexis
- TV Eyes
- SnapStream
- AP
- Agri-Pulse
- Argus Media
- Axios
- Bloomberg
- Bloomberg BNA
- Boston Globe
- Breitbart
- Business Insider
- CNN
- Chicago Tribune
- Christian Science Monitor
- CQ Roll Call
- The Daily Caller
- E&E News
- Financial Times
- Forbes
- Fox News
- The Guardian
- The Hill
- Think Progress
- Hot Air
- Huffington Post
- Independent Journal Review
- LA Times
- Morning Consult
- Mother Jones
- New Republic
- NPR

- NTK Network
- NY Times
- The Oklahoman
- PJ Media
- Politico Pro
- Politico
- Reuters
- Scientific American
- Tulsa World
- USA Today
- Youtube
- Wall Street Journal
- Washington Examiner
- Washington Post
- Washington Times

3E) Once contracted EPA will have unlimited access to Definers account managers & to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.

4) **Definers Estimated Cost:**

To accomplish your objectives, we anticipate a cost of **$120,000 over 12 months.** A monthly cost of **$10,000** for the Console and Support –see below:

Monthly Cost Breakdown:
$7,500 = Unlimited access to custom built and proprietary Definers Console with breaking news and clip package distribution
$2,500 = One month of analyst support and access based on clip volume (outlined in section 3)

Sample Matrix/Compendium

EPA Clips
May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", Iowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside $12 Million For Buyouts In Coming Months", Washington Post, 5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!'", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over $4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

TV/Radio
5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social
@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

@RepStefanik: "Sent a letter to the EPA expressing my concerns over the dismissal of members of the Board of Scientific Counselors… It's critical that the EPA continues to use the highest quality research when making policy decisions."

@Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"

@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n…"

@AGRutledge: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working. arkansasag.gov/media-center/n..."

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules
Reuters
By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are

necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.
"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done,'" Ebell said.
In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.
"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.
A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency
Fox & Friends
May 17, 2017
http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning. Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

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Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country. the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

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Brian: super fund sites that need to be cleaned up. What's your first target?

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Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house. this is what the American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership. and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

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Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.

definers PUBLIC AFFAIRS

To: Interested Parties
From: Joe Pounder, President, Definers Public Affairs
Julia Cotrone, Special Assistant, Definers Public Affairs
Will Schenkel, War Room Director, Definers Public Affairs
Date: December 6th, 2017
Subject: EPA Media Support Proposal

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1) Overall Scope:

Definers Public Affairs can provide the EPA's Office of Public Affairs (OPA) with comprehensive media monitoring services and analysis focused on alerting the team to developing news stories, building compendiums twice a day on issues you have identified. With analysts on the ground in Washington D.C. and the Bay Area, Definers Public Affairs is able to provide comprehensive media monitoring of coherent information on environmental issues, and EPA actions and policies around the clock.

2) Media Monitoring Scope:

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are enclosed.

The monitoring will focus on stories about Administrator Pruitt and the EPA outlined in the proposal section below. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.
To achieve this Definers will provide the EPA 4 basic services:

- **2A)** delivery, via email, of a twice-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis; as well as a weekly analysis that comprises the top coverage, response from environmentalists, and analysis of trends from the past week, as well as the week ahead.
- **2B)** delivery, via email and in near-real-time, of media stories involving relevant events, announcements and issues, with trend analysis included;
- **2C)** delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor

- **2D)** delivery, via searchable database, of all past media stories gathered under the other assigned tasks

3) **Proposal:**

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on alerting your team to news stories as they break and develop from English-language sources.

3A) This monitoring would include print and online sources, national and local TV, and key influencers on social media relating to the EPA's:

- Administrator
- Air
- Brownfields/Superfund/Other cleanups
- Budget
- Climate Change
- Emergency Response
- Energy
- Enforcement
- Environmental Justice
- Environmental activists
- EPA
- Grants
- Hazardous waste
- International environmental agreements and disputes
- Pesticides
- Research and Development
- Rules/Regulations/Policy
- Toxics/TSCA
- Trash/recycling/composting/solid waste
- Tribal environmental issues
- Water

3B) The monitoring program for the subjects outlined above would incorporate two tracks:

i. **On a daily basis**, stories would be compiled into **morning and evening matrices** of issues identified by your team. The matrix will include a brief summary and analysis as to the coverage. Throughout the day, Definers will alert major stories that our analysts deem pertinent to your strategic objectives, and follow them as they develop, circulate, and gain traction. Definers will also provide *a weekly analysis that comprises the top coverage, response from environmentalists, and analysis of trends from the past week, as well as the week ahead.*

ii. **In a breaking news situation,** Definers media analysts will work hand-in-hand with your team to monitor for news stories and how they spread throughout the media. Our analysts will provide a quick analysis when needed that identifies what environmental companies are saying, whether stories are positive/negative, and whether or not they incorporate your company's perspective. This quick analysis will help your team more

effectively respond to developing news.

3C) Through Definers Console-based war room system the EPA team can be automatically notified via e-mail of news alerts and they can also login and go through the alerts in one convenient location. The Console includes a robust search function that will enable your team to quickly find and filter the stories alerted by Definers.

The EPA will have the ability to use the Definers Console for:

- Proprietary advanced search functions within the clips
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Ability to pre-load your customized Console with the issues, public figures, and news data relevant to you populated in real time
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of your customized data streams.
- Delivered through our proprietary web interface which allows for email distribution as well.

3D) In order to achieve these task Definers will obtain/maintain subscriptions or licenses for:

- Nexis Lexis
- TV Eyes
- SnapStream
- AP
- Agri-Pulse
- Argus Media
- Axios
- Bloomberg
- Bloomberg BNA
- Boston Globe
- Breitbart
- Business Insider
- CNN
- Chicago Tribune
- Christian Science Monitor
- CQ Roll Call
- The Daily Caller
- E&E News
- Financial Times
- Forbes
- Fox News
- The Guardian
- The Hill
- Think Progress
- Hot Air
- Huffington Post

- Independent Journal Review
- LA Times
- Morning Consult
- Mother Jones
- New Republic
- NPR
- NTK Network
- NY Times
- The Oklahoman
- PJ Media
- Politico Pro
- Politico
- Reuters
- Scientific American
- Tulsa World
- USA Today
- Youtube
- Wall Street Journal
- Washington Examiner
- Washington Post
- Washington Times

3E) *Once contracted EPA will have 24/7 access to Definers account managers, analysts, and senior managers, to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.*

4) <u>Definers Estimated Cost:</u>

To accomplish your objectives, we anticipate a cost of **$240,000 over 12 months.**

Monthly Cost Breakdown:
$12,500 = 24/7 access to custom built and proprietary Definers Console (outlined in section 3C)
$5,000 = Scope of clips package as defined by agency (outlined in section 3A, 3B and 3D)
$2,500 = 24/7 access to staff (Outlined in section 3E)

Sample Matrix/Compendium

EPA Clips
May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", Iowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside $12 Million For Buyouts In Coming Months", Washington Post, 5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!'", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

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Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

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TV/Radio
5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social
@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

@RepStefanik: "Sent a letter to the EPA expressing my concerns over the dismissal of members of the Board of Scientific Counselors… It's critical that the EPA continues to use the highest quality research when making policy decisions."

@Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"

@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n…"

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Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules
Reuters
By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

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Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

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Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

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necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

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A White House official did not respond to a request for comment.

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Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

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Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

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Brian: it will be one of the big top topics.

Brian: Great to see you.

definers
PUBLIC AFFAIRS

To: Interested Parties
From: Joe Pounder, President, America Rising Corp.
Date: May 22, 2017
Subject: Media Monitoring Services In 2017-2018

Project Scope:

Provide comprehensive media monitoring of news about Administrator Scott Pruitt and specifically about the Environmental Protection Agency (EPA).

Media Monitoring:

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include print and online sources, national and local TV, and social media. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are below.

The monitoring will focus on stories about Administrator Pruitt and the EPA and not stories about environmental policy in general. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.

In the next three months, Definers will be rolling out for its monitoring clients a new Console that will make all news clips alerted available via login in addition to email notifications. The Console has a powerful search function that will allow users to easily find the clips they need for ongoing projects.

Timeline:

Definers can begin providing immediate support upon execution of an agreement.

Budget:

To accomplish this level of monitoring support, Definers proposes a retainer **of $10,000 per month** for a term of one-year.

Sample Matrix/Compendium

EPA Clips

May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

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Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

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TV/Radio

5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

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By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.
"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done,'" Ebell said.
In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.
"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.
A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency
Fox & Friends
May 17, 2017
http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning. Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

Steve: That crosses both Democrat and Republican administrations.

Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country. the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

Administrator Pruitt: Possibly, yes. And that's why it's so important to focus the core of the mission on those areas. This president is a doer, an action oriented leader. the past administration talked a lot. this administration is actually taking steps to do things to clean up the environment. We're focusing on those areas you mentioned.

Brian: super fund sites that need to be cleaned up. What's your first target?

Administrator Pruitt: We are very focused on Westlake. I was in East Chicago about three weeks ago. a site that has lead as well.

Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house. this is what the American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership. and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

Administrator Pruitt: Clean up these sites. set a goal and say 1322 sites unacceptable. 27 years to make a decision is unacceptable. Let's get St. Louis cleaned up.

Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.

Scott, Elaine

From: Quarles, Michael
Sent: Tuesday, January 09, 2018 11:12 AM
To: Scott, Elaine
Subject: Fwd: Updated Docs for PR-OA-17-00132 NEWS SVC
Attachments: Definers Cost Breakdown/Letter; ATT00001.htm

Quote

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 1104A
(202) 343-9970

Begin forwarded message:

From: "Lynn, Tricia" <lynn.tricia@epa.gov>
Date: November 16, 2017 at 1:37:52 PM EST
To: "Dews, Donna" <Dews.Donna@epa.gov>, "Quarles, Michael" <Quarles.Michael@epa.gov>, "Gosnell, Jody" <Gosnell.Jody@epa.gov>
Cc: "Grantham, Nancy" <Grantham.Nancy@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Donna—

I apologize...I thought you just needed that so I could put it in the IGCE. Please see the attached email, wherein Definers quotes a price.

That said, Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Thanks!

--Tricia

From: Dews, Donna
Sent: Thursday, November 16, 2017 1:28 PM
To: Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>; Gosnell, Jody <Gosnell.Jody@epa.gov>
Cc: Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC
Importance: High

Hi All

I am still reviewing documents submitted (JOFOC and SOW) but we still need that Quote from the contractor (Definers). If you sent and I missed, I apologize. Again Thanks.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Lynn, Tricia
Sent: Monday, November 13, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>; Gosnell, Jody <Gosnell.Jody@epa.gov>
Cc: Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Hi all—

Here's the SOW with the instructions, evaluation, and IGCE included at the end. I'm still waiting for a bit of information from Definers to complete the JOFOC, but I'll send it as soon as I have it.

Thanks everyone!

--Tricia

From: Dews, Donna
Sent: Thursday, November 02, 2017 11:48 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Michael

Thank you.

Donna Dews
Contract Specialist

US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Thursday, November 02, 2017 11:44 AM
To: Grantham, Nancy <Grantham.Nancy@epa.gov>; Dews, Donna <Dews.Donna@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Hello,

I will be attaching this document in lieu of FITARA. Thank you.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Grantham, Nancy
Sent: Thursday, November 02, 2017 9:31 AM
To: Dews, Donna <Dews.Donna@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Thanks .. I think Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Thanks all

Nancy Grantham
Office of Public Affairs
US Environmental Protection Agency
202-564-6879 (desk)
Personal Phone / Ex. 6 **mobile)**

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Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: Updated Docs for PR-OA-17-00132 NEWS SVC

Hi All

I appreciate everyone coming out so we can continue to progress toward this solicitation. Per our meeting Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5 Please let Jody or I know if you need further information or any questions for JOFOC or any of these other attachments. Again Thanks.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

Scott, Elaine

From: Julia Cotrone <jcotrone@definerscorp.com>
Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

-Advanced search functions
-Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
-Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
-Human analysis
-Coverage throughout the day
-Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
-Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,
Julia Cotrone
Special Assistant
Definers Public Affairs

Cost Breakdown
7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency

-News Alerts throughout the day from online, print, and TV sources
-Matrices
-Relevant breaking news

--

Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

Scott, Elaine

From: Quarles, Michael
Sent: Tuesday, January 09, 2018 11:22 AM
To: Scott, Elaine
Subject: Fwd: Updated Docs for PR-OA-17-00132 NEWS SVC
Attachments: SOW.Final.11.08.17.docx; ATT00001.htm

Eval in SOW

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 1104A
(202) 343-9970

Begin forwarded message:

> **From:** "Lynn, Tricia" <lynn.tricia@epa.gov>
> **Date:** November 13, 2017 at 11:47:59 AM EST
> **To:** "Dews, Donna" <Dews.Donna@epa.gov>, "Quarles, Michael" <Quarles.Michael@epa.gov>, "Gosnell, Jody" <Gosnell.Jody@epa.gov>
> **Cc:** "Grantham, Nancy" <Grantham.Nancy@epa.gov>
> **Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC**
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> Hi all—
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> Here's the SOW with the instructions, evaluation, and IGCE included at the end. I'm still waiting for a bit of information from Definers to complete the JOFOC, but I'll send it as soon as I have it.
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> Thanks everyone!
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> --Tricia
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> **Sent:** Thursday, November 02, 2017 11:48 AM
> **To:** Quarles, Michael <Quarles.Michael@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
> **Cc:** Gosnell, Jody <Gosnell.Jody@epa.gov>
> **Subject:** RE: Updated Docs for PR-OA-17-00132 NEWS SVC
>
> Michael

Thank you.

Donna Dews
Contract Specialist
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Washington, DC 20460
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Dews.donna@epa.gov

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Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Thanks .. I think **Deliberative Process / Ex. 5**

Deliberative Process / Ex. 5

Thanks all

Nancy Grantham
Office of Public Affairs

US Environmental Protection Agency
202-564-6879 (desk)
Personal Phone / Ex. 6 mobile)

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Subject: Updated Docs for PR-OA-17-00132 NEWS SVC

Hi All

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Deliberative Process / Ex. 5

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Deliberative Process / Ex. 5

Thanks all

Nancy Grantham
Office of Public Affairs

US Environmental Protection Agency
202-564-6879 (desk)
Personal Phone / Ex. 6 (mobile)

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Deliberative Process / Ex. 5

Deliberative Process / Ex. 5 Please let Jody or I know if you need further information or any questions for JOFOC or any of these other attachments. Again Thanks.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

REQUISITION

PROC ENT REQUEST NO.
PR-OA-17-00132

REQUISITION DATE
07/07/2017

1. NAME, PHONE NUMBER, AND ROUTING SYMBOL OF PERSON TO CONTACT
George Hull/202-564-0790

3. ORIGINATING OFFICE DATA
HPOD

4. ADDITIONAL INFORMATION (Suggested supply sources, security data, etc.)

2. TYPE OF REQUEST (Check one)
A. [X] NEW REQUEST
B. [ ] CHANGE TO PENDING PR NO.
C. [ ] MODIFICATION TO CONTRACT OR ORDER NO.

5. APPROVALS

APPROVING OFFICIALS (A)	ROUTING SYMBOL (B)	DATE (C)	INTERNAL ROUTING INITIALS (D)	INTERNAL ROUTING ROUTING SYMBOL (E)
(1) AUTHORIZED REQUISITIONER Javier Araujo	OA	07/21/2017		
(2) Financial Interface	COTS	07/21/2017		
(3) Mardiko Ellison	OA	07/21/2017		
(4) George Hull	OA	07/21/2017		

6. CONSIGNEE AND DESTINATION
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

7. DATE(S) REQUIRED

8. GOVERNMENT FURNISHED PROPERTY
[ ] YES [X] NO (If "yes," see par. 8 of instructions on next page.)

9. DESCRIPTION OF ITEMS OR SERVICES

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST UNIT (E)	ESTIMATED COST AMOUNT (F)
	Brand Name: N Rec Proc Method: SOLE SOURCE FOB: Destination Period of Performance: 07/07/2017 to 07/07/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funded: PBI / Ex. 4				PBI / Ex. 4
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Continued ...				PBI / Ex. 4
				TOTAL ESTIMATED COST	$120,000.00

10. ACCOUNTING DATA
See Schedule

INSTRUCTIONS FOR PREPARATION OF PROCUREMENT REQUEST (PR)

GENERAL - Leave upper right hand corner blank. These spaces are for procurement office use. Complete all applicable blanks.

ITEM 1 - NAME, PHONE NUMBER AND ROUTING SYMBOL of person to contact concerning this request.

ITEM 2 - TYPE OF REQUEST

A. Check "New Request" if this is an initial request.

B. If this is a change to a pending PR, check and enter PR number assigned by procurement office.

C. If PR is for modifying an existing order or contract, check box, and enter order or contract number assigned by procurement office.

ITEM 3 - ORIGINATING OFFICE DATA. Enter any internal data needed by the office preparing the PR, such as internal PR number, project or task number etc.

ITEM 4 - ADDITIONAL INFORMATION. Use this space to indicate suggested sources of supply, any applicable security classification, or for other instructions or data.

If the items or services are proposed to be obtained from only one source of supply, furnish a "sole source" justification with the PR.

ITEM 5 - APPROVALS.

COL.A_APPROVING OFFFICIALS. Enter typed name and title for approving officials as indicated below:

(1) Authorized Requisitioner. Signature of person authorized to approve request for procurement action.

(2) - (4) For use as may be required by local instructions.

COL.B_ROUTING SYMBOL. Self-explanatory
COL.C_DATE. Give date of approval.
COL.D AND COL.E_INTERNAL ROUTING. Use these blocks only if internal review and intermediate approvals are required by approving officials.

ITEM 6 - CONSIGNEE AND DESTINATION Enter the name of the consignee and address location where requested items are to be delivered or services are to be performed.

If shipments are to be made to more than one destination, enter words "Multiple Destinations" in this block, and attach a list of the consignee address where shipments are to be made.

ITEM 7 - DATE(S) REQUIRED. Enter the date(s) that re-requested items are required. Do not use "as soon as possible" or similar terms. When the requested items and/or services are required sooner than the normal procurement lead-time would permit, a written justification should be attached to the PR. The justification should state why expedited handling is necessary and the probable results if the indicated delivery date(s) is not met.

ITEM 8 - GOVERNMENT FURNISHED PROPERTY. If "Yes" is checked, describe each item to be furnished by the Government and state its acquisition cost (estimated if unattainable), and state the use to be made of the item(s) by the contractor.

ITEM 9 - DESCRIPTION OF ITEMS OR SERVICES

COL.A__ITEM NO. Enter item numbers in numerical sequence.

COL.B__ITEM OR SERVICE. Identify applicable specifications, drawings, and purchase descriptions, and attach a copy of each. Provide Federal Stock Numbers if known and manufacturer's part number, if applicable.

If a brand name or equal product, state the commercial brand name and model, and set forth those characteristics essential to Government needs.

Furnish any special shipping and routing instructions, and any preservation, packaging, packing, and marking instructions.

Furnish any other instructions, such as inspection and testing requirements

COL.C_QUANTITY. Enter the quantity of each item requested.

COL.D_UNIT. The measure such as "each", or "set"

COL.E_ESTIMATED UNIT COST. Use the most current price available, i.e., the reasonable "going market price," as may be obtainable from commercial catalogs, price lists, bulletins, reports, trade journals and the like.

If the requested item or service has been previously procured, and no other more current pricing data is available, use last known purchase price.

COL.F_ESTIMATED TOTAL COST. Enter the total estimated cost for each item and grand total cost for all items.

ITEM 10 - ACCOUNTING DATA. Enter the appropriations(s) under which funds have been made available, and any other accounting data required.

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	(D)	ESTIMATED COST UNIT PRICE (E)	ESTIMATED COST AMOUNT (F)
	Funded: PBI / Ex. 4				
0003	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-202BD4-2504-1711H71040-004 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 202BD4 Budget (BOC): 2504 DCN - Line ID: 1711H71040-004 Funded: PBI / Ex. 4				PBI / Ex. 4
0004	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-301ME9-2504-1711H71040-005 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 301ME9 Budget (BOC): 2504 DCN - Line ID: 1711H71040-005 Funded: PBI / Ex. 4				PBI / Ex. 4
0005	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-303D99-2504-1711H71040-006 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 303D99 Budget (BOC): 2504 DCN - Line ID: 1711H71040-006 Funded: PBI / Ex. 4				PBI / Ex. 4
0006	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-401CD6-2504-1711H71040-007 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 401CD6 Budget (BOC): 2504 DCN - Line ID: 1711H71040-007 Funded: PBI / Ex. 4				PBI / Ex. 4
0007	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-501E44-2504-1711H71040-008 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 501E44 Budget (BOC): 2504 DCN - Line ID: 1711H71040-008 Continued ...				PBI / Ex. 4

ITEM NO. (A)	ITEM OR SERVICE (Includ... ...ecifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST UNIT PRICE (E)	ESTIMATED COST AMOUNT (F)
	Funded: PBI / Ex. 4				
0008	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-ZZZHF8-2504-1711H71040-009 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): ZZZHF8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-009 Funded: $5,000.00				PBI / Ex. 4
0009	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-C-11-101FK6XR1-2504-1711H71040-010 BFY: 17 EFY: 18 Fund: C Budget Org: 11 Program (PRC): 101FK6XR1 Budget (BOC): 2504 DCN - Line ID: 1711H71040-010 Funded: PBI / Ex. 4				PBI / Ex. 4
0010	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-T-11-501E52-2504-1711H71040-002 BFY: 17 Fund: T Budget Org: 11 Program (PRC): 501E52 Budget (BOC): 2504 DCN - Line ID: 1711H71040-002 Funded: PBI / Ex. 4				PBI / Ex. 4

Deliberative Process / Ex. 5

INDEPENDENT GOVERNMENT COST ESTIMATE
Media Monitoring Services Support
July 7, 2017 - July 7, 2018

REQUISITION

PROCUREMENT REQUEST NO.
PR-OA-17-00132

REQUISITION DATE
07/07/2017

1. NAME, PHONE NUMBER, AND ROUTING SYMBOL OF PERSON TO CONTACT
George Hull/202-564-0790

3. ORIGINATING OFFICE DATA
HPOD

4. ADDITIONAL INFORMATION (Suggested supply sources, security data, etc.)

2. TYPE OF REQUEST (Check one)
A. [X] NEW REQUEST
B. [ ] CHANGE TO PENDING PR NO. _____
C. [ ] MODIFICATION TO CONTRACT OR ORDER NO. _____

5. APPROVALS

APPROVING OFFICIALS (A)	ROUTING SYMBOL (B)	DATE (C)	INTERNAL ROUTING INITIALS (D)	INTERNAL ROUTING ROUTING SYMBOL (E)
(1) AUTHORIZED REQUISITIONER Javier Araujo	OA	07/21/2017		
(2) Financial Interface	COTS	07/21/2017		
(3) Mardiko Ellison	OA	07/21/2017		
(4) George Hull	OA	07/21/2017		

6. CONSIGNEE AND DESTINATION
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

7. DATE(S) REQUIRED

8. GOVERNMENT FURNISHED PROPERTY
[ ] YES [X] NO (If "yes," see par. 8 of instructions on next page.)

9. DESCRIPTION OF ITEMS OR SERVICES

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST UNIT (E)	ESTIMATED COST AMOUNT (F)
	Brand Name: N Rec Proc Method: SOLE SOURCE FOB: Destination Period of Performance: 07/07/2017 to 07/07/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funded: PBI / Ex. 4				PBI / Ex. 4
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Continued ...				PBI / Ex. 4
				TOTAL ESTIMATED COST	$120,000.00

10. ACCOUNTING DATA
See Schedule

INSTRUCTIONS FOR PREPARATION OF PROCUREMENT REQUEST (PR)

GENERAL - Leave upper right hand corner blank. These spaces are for procurement office use. Complete all applicable blanks.

ITEM 1 - NAME, PHONE NUMBER AND ROUTING SYMBOL of person to contact concerning this request.

ITEM 2 - TYPE OF REQUEST

A. Check "New Request" if this is an initial request.

B. If this is a change to a pending PR, check and enter PR number assigned by procurement office.

C. If PR is for modifying an existing order or contract, check box, and enter order or contract number assigned by procurement office.

ITEM 3 - ORIGINATING OFFICE DATA. Enter any internal data needed by the office preparing the PR, such as internal PR number, project or task number etc.

ITEM 4 - ADDITIONAL INFORMATION. Use this space to indicate suggested sources of supply, any applicable security classification, or for other instructions or data.

If the items or services are proposed to be obtained from only one source of supply, furnish a "sole source" justification with the PR.

ITEM 5 - APPROVALS.
COL.A_APPROVING OFFFICIALS. Enter typed name and title for approving officials as indicated below:

(1) Authorized Requisitioner. Signature of person authorized to approve request for procurement action.

(2) - (4) For use as may be required by local instructions.

COL.B_ROUTING SYMBOL. Self-explanatory
COL.C_DATE. Give date of approval.
COL.D AND COL.E_INTERNAL ROUTING. Use these blocks only if internal review and intermediate approvals are required by approving officials.

ITEM 6 - CONSIGNEE AND DESTINATION Enter the name of the consignee and address location where requested items are to be delivered or services are to be performed.

If shipments are to be made to more than one destination, enter words "Multiple Destinations" in this block, and attach a list of the consignee address where shipments are to be made.

ITEM 7 - DATE(S) REQUIRED. Enter the date(s) that re-requested items are required. Do not use "as soon as possible" or similar terms. When the requested items and/or services are required sooner than the normal procurement lead-time would permit, a written justification should be attached to the PR. The justification should state why expedited handling is necessary and the probable results if the indicated delivery date(s) is not met.

ITEM 8 - GOVERNMENT FURNISHED PROPERTY. If "Yes" is checked, describe each item to be furnished by the Government and state its acquisition cost (estimated if unattainable), and state the use to be made of the item(s) by the contractor.

ITEM 9 - DESCRIPTION OF ITEMS OR SERVICES

COL.A__ITEM NO. Enter item numbers in numerical sequence.

COL.B__ITEM OR SERVICE. Identify applicable specifications, drawings, and purchase descriptions, and attach a copy of each. Provide Federal Stock Numbers if known and manufacturer's part number, if applicable.

If a brand name or equal product, state the commercial brand name and model, and set forth those characteristics essential to Government needs.

Furnish any special shipping and routing instructions, and any preservation, packaging, packing, and marking instructions.

Furnish any other instructions, such as inspection and testing requirements

COL.C_QUANTITY. Enter the quantity of each item requested.

COL.D_UNIT. The measure such as "each", or "set"

COL.E_ESTIMATED UNIT COST. Use the most current price available, i.e., the reasonable "going market price," as may be obtainable from commercial catalogs, price lists, bulletins, reports, trade journals and the like.

If the requested item or service has been previously procured, and no other more current pricing data is available, use last known purchase price.

COL.F_ESTIMATED TOTAL COST. Enter the total estimated cost for each item and grand total cost for all items.

ITEM 10 - ACCOUNTING DATA. Enter the appropriations(s) under which funds have been made available, and any other accounting data required.

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0006	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-401CD6-2504-1711H71040-007 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 401CD6 Budget (BOC): 2504 DCN - Line ID: 1711H71040-007 Funded: PBI / Ex. 4				PBI / Ex. 4
0007	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-501E44-2504-1711H71040-008 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 501E44 Budget (BOC): 2504 DCN - Line ID: 1711H71040-008 Continued ...				PBI / Ex. 4

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST UNIT PRICE (E)	ESTIMATED COST AMOUNT (F)
	PBI / Ex. 4				
0008	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-ZZZHF8-2504-1711H71040-009 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): ZZZHF8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-009 PBI / Ex. 4				PBI / Ex. 4
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To: Interested Parties
From: Joe Pounder, President, America Rising Corp.
Date: May 22, 2017
Subject: Media Monitoring Services In 2017-2018

Project Scope:

Provide comprehensive media monitoring of news about Administrator Scott Pruitt and specifically about the Environmental Protection Agency (EPA).

Media Monitoring:

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include print and online sources, national and local TV, and social media. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are below.

The monitoring will focus on stories about Administrator Pruitt and the EPA and not stories about environmental policy in general. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.

In the next three months, Definers will be rolling out for its monitoring clients a new Console that will make all news clips alerted available via login in addition to email notifications. The Console has a powerful search function that will allow users to easily find the clips they need for ongoing projects.

Timeline:

Definers can begin providing immediate support upon execution of an agreement.

Budget:

To accomplish this level of monitoring support, Definers proposes a retainer **of $10,000 per month** for a term of one-year.

Sample Matrix/Compendium

EPA Clips
May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", Iowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside $12 Million For Buyouts In Coming Months", Washington Post,

5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!'", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over $4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

TV/Radio

5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social

@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

@RepStefanik: "Sent a letter to the EPA expressing my concerns over the dismissal of members of

the Board of Scientific Counselors… It's critical that the EPA continues to use the highest quality research when making policy decisions."

@Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"

@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n…"

@AGRutledge: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working. arkansasag.gov/media-center/n…"

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules
Reuters
By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.
"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done,'" Ebell said.
In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.
"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.
A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency
Fox & Friends
May 17, 2017
http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning. Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

Steve: That crosses both Democrat and Republican administrations.

Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country. the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

Administrator Pruitt: Possibly, yes. And that's why it's so important to focus the core of the mission on those areas. This president is a doer, an action oriented leader. the past administration talked a lot. this administration is actually taking steps to do things to clean up the environment. We're focusing on those areas you mentioned.

Brian: super fund sites that need to be cleaned up. What's your first target?

Administrator Pruitt: We are very focused on Westlake. I was in East Chicago about three weeks ago. a site that has lead as well.

Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house. this is what the American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership. and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

Administrator Pruitt: Clean up these sites. set a goal and say 1322 sites unacceptable. 27 years to make a decision is unacceptable. Let's get St. Louis cleaned up.

Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR-OA-17-00132
PAGE 1 OF 23

2. CONTRACT NO.
3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER: EP-18-H-000021
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: NAME: Darron Dows
8. TELEPHONE NUMBER (No collect calls): 202-564-6792
9. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: CODE HPOD
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS: ☒ UNRESTRICTED OR ☐ SET ASIDE % FOR
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)
NAICS 5418.
SIZE STANDARD $15.

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE
12. DISCOUNT TERMS
☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFH 700)
13b. RATING
14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO: CODE HPOD
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

16. ADMINISTERED BY: CODE HPOD
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a. CONTRACTOR/OFFEROR: CODE 176234313 FACILITY CODE
DIGITAL CORP
PBI / Ex. 4
[illegible] VA 22189
TELEPHONE NO. 571 9[illegible]4[illegible]

18a. PAYMENT WILL BE MADE BY: CODE RTP FM
RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
Durham NC 27711

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 176234313 Initial fee of console customization & build out based one issues and subjects described in proposal. : PBI / Ex. 4 Twice daily clip packages & breaking news alerts based on clip volume described in proposal PBI / Ex. 4 Analyst Support and access based on clip volume - PBI / Ex. 4 Console Maintenance for EPA data based on clip volume PBI / Ex. 4 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule
26. TOTAL AWARD AMOUNT (For Govt. Use Only): $120,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print): JOSEPH POUNDER, PRESIDENT
30c. DATE SIGNED: 12/7/17
31b. NAME OF CONTRACTING OFFICER (Type or print): [illegible] OTT
31c. DATE SIGNED: 12/7/17

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Max Expire Date: 12/06/2018 Period of Performance: 12/07/2017 to 12/06/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funding Flag: Complete Funded: PBI / Ex. 4				
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Funding Flag: Complete Funded: PBI / Ex. 4 Continued ...				

32a QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c DATE	32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33 SHIP NUMBER	34 VOUCHER NUMBER	35 AMOUNT VERIFIED CORRECT FOR	36 PAYMENT	37 CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38 S/R ACCOUNT NUMBER	39 S/R VOUCHER NUMBER	40 PAID BY		

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a RECEIVED BY (Print)
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c DATE	42b RECEIVED AT (Location)
		42c DATE REC'D (YY/MM/DD) / 42d TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2-2012) BACK

SOLICITATION/CONTRACT/ORDER FC JMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR-OA-17-00132

PAGE 1 OF 23

2. CONTRACT NO:

3. AWARD/ EFFECTIVE DATE:

4. ORDER NUMBER: EP-18-H-000025

5. SOLICITATION NUMBER:

6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Donna Dews

b. TELEPHONE NUMBER (No collect calls): 202-564-6752

8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS: [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8(A)

NAICS: 541820

SIZE STANDARD: $15.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [ ] SEE SCHEDULE

12. DISCOUNT TERMS:

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION: [ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

16. ADMINISTERED BY CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a. CONTRACTOR/ OFFEROR CODE: 076234313 FACILITY CODE:

DEFINERS CORP
Attn: (b)(4)
1500 Wilson Blvd
#5
Arlington VA 22209

TELEPHONE NO. 5712905461

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE: RTP FMC

RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
Durham NC 27711

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 076234313 Initial fee of console customization & Build out based one issues and subjects described in proposal : (b)(4) Twice daily clip packages & breaking news alerts based on clip volume described in proposal _ (b)(4) (b)(4) Analyst Support and access based on clip volume - (b)(4) (b)(4) Console Maintenance for EPA data based on clip volume - (b)(4) (b)(4) *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $120,000.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: ELAINE SCOTT

31c. DATE SIGNED: 12/7/17

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Max Expire Date: 12/06/2018 Period of Performance: 12/07/2017 to 12/06/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-202BD4-2504-1711H71040-004 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 202BD4 Budget (BOC): 2504 DCN - Line ID: 1711H71040-004 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0004	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-301ME9-2504-1711H71040-005 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 301ME9 Budget (BOC): 2504 DCN - Line ID: 1711H71040-005 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0005	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-303D99-2504-1711H71040-006 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 303D99 Budget (BOC): 2504 DCN - Line ID: 1711H71040-006 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0006	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-401CD6-2504-1711H71040-007 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 401CD6 Budget (BOC): 2504 DCN - Line ID: 1711H71040-007 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0007	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				PBI / Ex. 4

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: 17-18-B-11-501E44-2504-1711H71040-008 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 501E44 Budget (BOC): 2504 DCN - Line ID: 1711H71040-008 Funding Flag: Complete Funded: PBI / Ex. 4				
0008	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-ZZZHF8-2504-1711H71040-009 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): ZZZHF8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-009 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0009	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-C-11-101FK6XR1-2504-1711H71040-010 BFY: 17 EFY: 18 Fund: C Budget Org: 11 Program (PRC): 101FK6XR1 Budget (BOC): 2504 DCN - Line ID: 1711H71040-010 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0010	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-T-11-501E52-2504-1711H71040-002 BFY: 17 Fund: T Budget Org: 11 Program (PRC): 501E52 Budget (BOC): 2504 DCN - Line ID: 1711H71040-002 Funding Flag: Complete Funded: PBI / Ex. 4 The total amount of award: $120,000.00. The obligation for this award is shown in box 26.				PBI / Ex. 4

SECTION I - Commercial Clauses - Sam template....6
I-1 Clauses....6
I-2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)....6
I-3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015)....9
I-4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)....9
I-5 FAR 52.222-3 CONVICT LABOR. (JUN 2003)....14
I-6 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)....14
I-7 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)....15
I-8 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)....19
I-9 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)....20
I-10 FAR 52.233-1 DISPUTES. (MAY 2014)....20
I-11 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)....22
I-12 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)....22
I-13 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION....22

SECTION I - Commercial Clauses - Sam template

I-1 Clauses

I-2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation-(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from-

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.* (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall-

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall-

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall-

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including-

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(*1*) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(*2*) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(*3*) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(*4*) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts*. (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015)

(a) *Definitions. Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* The Offeror represents that-

(1) It ___ is, ___ is not an inverted domestic corporation; and

(2) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(End of provision)

I-4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the

performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment-* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for

any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through *https://www.acquisition.gov*.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-5 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-6 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including

action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-7 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this

classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

I-8 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the

prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of clause)

I-9 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

I-10 FAR 52.233-1 DISPUTES. (MAY 2014)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(d)(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

I-11 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

I-12 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

I-13 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 7

2. AMENDMENT/MODIFICATION NO. P00001

3. EFFECTIVE DATE 12/19/2017

4. REQUISITION/PURCHASE REQ NO. PR-OA-17-00132

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

DEFINERS CORP
Attn: (b)(4)
1500 Wilson Blvd
#5
Arlington VA 22209

CODE 076234313 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-18-H-000025

10B. DATED (SEE ITEM 13) 12/07/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _ is extended, _ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Decrease: -$120,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification: FAR 52.212-4 (l) Termination for the Government's Convenience (Full Termination)

E. IMPORTANT: Contractor ☒ is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 076234313

The purpose of this unilateral modification is as follows:

(1) Unilaterally execute a full termination for convenience in accordance with the Federal Acquisition Regulation (FAR) 52.212-4 (l);
(2) Serves as a Notice of Termination to the Contractor effective December 19, 2017;
(3) De-obligate $120,000.00 from this order;
(4) Convey the extent of this full termination for convenience is for all services and contract line item numbers (CLINs) under this order and hereby terminating this firm-fixed-priced order in its entirety;
(5) Change the total obligation amount from $120,000.00 to $0.00;

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Rayna Brown

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 12/19/2017

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(6) Change the total firm-fixed-price from $120,000.00 to $0.00; (7) Change the Administrative Contracting Officer; and (8) Instruct the Contractor to acknowledge receipt of this modification and termination by completing, signing, dating and returning this modification. Other Authorities for this Standard Form (SF) 30 Block 13: Administrative change as item (7) is considered an administrative changes that does not affect the substantive rights of the parties and item (8) is associated with an acknowledgement of this action. This order is hereby terminated and cancelled in its entirety. The Contractor hereby acknowledges receipt of this termination by signing below and shall immediately proceed with the following obligations pursuant to the Federal Acquisition Regulation (FAR) 52.212-4 Contract Terms and Conditions¿Commercial Items clause (1) Termination for the Government's convenience: JOSEPH POUNDER, PRESIDENT Print Name & Title of Authorized Representative Signature 12/19/17 Date All other terms and conditions remains unchanged and in full force and effect. Max Expire Date: 12/19/2017 LIST OF CHANGES: Reason for Modification: Terminate for Convenience (complete or partial) Period Of Performance End Date changed from 06-DEC-18 to 19-DEC-17 Total Amount for this Modification: -$120,000.00 New Total Amount for this Version: $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Award: $0.00 Obligated Amount for this Modification: -$120,000.00 New Total Obligated Amount for this Award: $0.00 Contracting Officer changed from Jessica Wilson to Rayna Brown Administrative Contracting Officer changed from Elaine Scott to Rayna Brown Maximum Potential Expiration Date changed to: 12/19/2017 CHANGES FOR LINE ITEM NUMBER: 1 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Total Amount changed from $20,000.00 to $0.00 Obligated Amount for this modification: -$20,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $20,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11H-ZZZME8-2504-1711H71040-001 Amount changed from $20,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 2 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. ~~Total Amount changed from $15,000.00 to $0.00~~ Obligated Amount for this modification: -$15,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-101A46-2504-1711H71040-003 Amount changed from $15,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 3 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-202BD4-2504-1711H71040-004 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 4 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-301ME9-2504-1711H71040-005 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-303D99-2504-1711H71040-006 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-401CD6-2504-1711H71040-007 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 7 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $12,000.00 to $0.00 Obligated Amount for this modification: -$12,000.00				
	CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $12,000.00 to $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR ACCOUNTING CODE: 17-18-B-11-501E44-2504-1711H71040-008 Amount changed from $12,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 8 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-ZZZHF8-2504-1711H71040-009 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 9 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-C-11-101FK6XR1-2504-1711H71040-010 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 10 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-18-H-000025/P00001	PAGE 7	OF 7

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount changed from $3,000.00 to $0.00 Obligated Amount for this modification: -$3,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $3,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-T-11-501E52-2504-1711H71040-002 Amount changed from $3,000.00 to $0.00 Percent changed from 100 to 0 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 FOB: Destination Period of Performance: 12/07/2017 to 12/19/2017				

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

To: Dews, Donna[Dews.Donna@epa.gov]
From: Scott, Elaine
Sent: Tue 1/9/2018 7:35:10 PM
Subject: RE: Response to Sole Source Notification: 68HE0H18B0002

Thanks Donna.

From: Dews, Donna
Sent: Tuesday, January 09, 2018 2:10 PM
To: Scott, Elaine <Scott.Elaine@epa.gov>
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002

fyi

From: Dews, Donna
Sent: Wednesday, December 06, 2017 9:50 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: RE: Response to Sole Source Notification: 68HE0H18B0002

Good morning Michael

Thank you.

Have a Great Day!!!!

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Wednesday, December 06, 2017 9:40 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: RE: Response to Sole Source Notification: 68HE0H18B0002

Hello Donna,

Please see our statement below regarding the capabilities of TechMIS for our contract. Let me know if you need anything else.

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. Definers also offers War Room Services which allows them to function in real time to identify and react immediately to opportunities arising out of the news cycle and to flag potential challenges and crises before they escalate. Finally, Definers offers best practices from political and issue campaigns as well as private sector disputes. They have analysts from diverse backgrounds to cover a wide array of sectors. TechMIS albeit a new clips company does not reach the level of capable services we requires in this contract.

Have a great day,

Michael G. Quarles

Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Dews, Donna
Sent: Tuesday, December 05, 2017 11:49 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

Hi Michael

See below.

Please send a kind note after reviewing their capability statement as to why you are doing a Sole Source for your Media Support and Analysis and copy me for our contract documentation records so we can avoid possible a protest.

You can use your description off of your JOFOC as a starting point to support your reasoning.

Also send a note to:

Personal Privacy / Ex. 6

I can forward the above individual emails (Ben and Armand) to see what they were requesting from you or you can just let them know this was just to inform them of your office's intent to sole source, since no capability statement was sent. It is up to you if you want to send them the finalized SOW.

Per our phone conversation yesterday and our request via email, please get a quote from Definer's and a Capability Statement. I do not believe the Cost Breakdown is adequate documentation for our records. A quote – defines the items being purchased, the price per item, terms and conditions and an expiration date and the period of performance, instead of 1 year define as 12 months.

Again, Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Burt Squires - TechMIS [mailto:burt.squires@techmis.com]
Sent: Wednesday, November 29, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>

Subject: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

TechMIS LLC is submitting the following response to solicitation 68HE0H18B0002 posted on the FBO as a Sole Source Notification on 11/29/17. We have the capability to perform all functions described in this solicitation in house.

PBI / Ex. 4

We request that the Government not award this contract without competition. PBI / Ex. 4

PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

Any and all questions about this response should be addressed to the following: Burt Squires, Vice President of TechMIS LLC at 12208 Woodlands Circle, Dade City, FL 33525. Mr. Squires has both signature and negotiation authority for this response. Mr. Squires can be contacted at 717-324-1342 or via email at burt.squires@techmis.com.

Regards,

Steven Mains, PhD
CEO & Managing Partner

Burton J. Squires
Vice President & Partner

Harvey Glasgow
Controller, FSO & Partner

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 7

2. AMENDMENT/MODIFICATION NO. P00001

3. EFFECTIVE DATE 12/19/2017

4. REQUISITION/PURCHASE REQ. NO. PR-OA-17-00132

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

DEFINERS CORP
Attn: Ex. 6 Personal Privacy
1500 Wilson Blvd
#5
Arlington VA 22209

CODE 076234313 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-18-H-000025

10B. DATED (SEE ITEM 13) 12/07/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -$120,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification: FAR 52.212-4 (l) Termination for the Government's convenience (Full Termination)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 076234313
The purpose of this unilateral modification is as follows:

(1) Unilaterally execute a full termination for convenience in accordance with the Federal Acquisition Regulation (FAR) 52.212-4 (l);
(2) Serves as a Notice of Termination to the Contractor effective December 19, 2017;
(3) De-obligate $120,000.00 from this order;
(4) Convey the extent of this full termination for convenience is for all services and contract line item numbers (CLINs) under this order and hereby terminating this firm-fixed-priced order in its entirety;
(5) Change the total obligation amount from $120,000.00 to $0.00;

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rayna Brown

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 12/19/2017

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(6) Change the total firm-fixed-price from $120,000.00 to $0.00; (7) Change the Administrative Contracting Officer; and (8) Instruct the Contractor to acknowledge receipt of this modification and termination by completing, signing, dating and returning this modification. Other Authorities for this Standard Form (SF) 30 Block 13: Administrative change as item (7) is considered an administrative changes that does not affect the substantive rights of the parties and item (8) is associated with an acknowledgement of this action. This order is hereby terminated and cancelled in its entirety. The Contractor hereby acknowledges receipt of this termination by signing below and shall immediately proceed with the following obligations pursuant to the Federal Acquisition Regulation (FAR) 52.212-4 Contract Terms and Conditions¿Commercial Items clause (1) Termination for the Government's convenience: JOSEPH POUNDER, PRESIDENT Print Name & Title of Authorized Representative Signature 12/19/17 Date All other terms and conditions remains unchanged and in full force and effect. Max Expire Date: 12/19/2017 LIST OF CHANGES: Reason for Modification: Terminate for Convenience (complete or partial) Period Of Performance End Date changed from 06-DEC-18 to 19-DEC-17 Total Amount for this Modification: -$120,000.00 New Total Amount for this Version: $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Award: $0.00 Obligated Amount for this Modification: -$120,000.00 New Total Obligated Amount for this Award: $0.00 Contracting Officer changed from Jessica Wilson to Rayna Brown Administrative Contracting Officer changed from Elaine Scott to Rayna Brown Maximum Potential Expiration Date changed to: 12/19/2017 CHANGES FOR LINE ITEM NUMBER: 1 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Total Amount changed from $20,000.00 to $0.00 Obligated Amount for this modification: -$20,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $20,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11H-ZZZME8-2504-1711H71040-001 Amount changed from $20,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 2 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-101A46-2504-1711H71040-003 Amount changed from $15,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 3 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-202BD4-2504-1711H71040-004 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 4 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-301ME9-2504-1711H71040-005 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-303D99-2504-1711H71040-006 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-401CD6-2504-1711H71040-007 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 7 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $12,000.00 to $0.00 Obligated Amount for this modification: -$12,000.00				
	CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $12,000.00 to $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR ACCOUNTING CODE: 17-18-B-11-501E44-2504-1711H71040-008 Amount changed from $12,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 8 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-ZZZHF8-2504-1711H71040-009 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 9 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-C-11-101FK6XR1-2504-1711H71040-010 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 10 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-18-H-000025/P00001	PAGE 7	OF 7

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount changed from $3,000.00 to $0.00 Obligated Amount for this modification: -$3,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $3,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-T-11-501E52-2504-1711H71040-002 Amount changed from $3,000.00 to $0.00 Percent changed from 100 to 0 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 FOB: Destination Period of Performance: 12/07/2017 to 12/19/2017				

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 7 PAGES

2. AMENDMENT/MODIFICATION NO. P00001

3. EFFECTIVE DATE 12/19/2017

4. REQUISITION/PURCHASE REQ. NO. PR-OA-17-00132

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

DEFINERS CORP
Attn: Julia Cotrone
1500 Wilson Blvd
#5
Arlington VA 22209

CODE 076234313 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-18-H-000025

10B. DATED (SEE ITEM 13) 12/07/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -$120,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification: FAR 52.212-4 (l) Termination for the Government's convenience (Full Termination)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 076234313
The purpose of this unilateral modification is as follows:

(1) Unilaterally execute a full termination for convenience in accordance with the Federal Acquisition Regulation (FAR) 52.212-4 (l);
(2) Serves as a Notice of Termination to the Contractor effective December 19, 2017;
(3) De-obligate $120,000.00 from this order;
(4) Convey the extent of this full termination for convenience is for all services and contract line item numbers (CLINs) under this order and hereby terminating this firm-fixed-priced order in its entirety;
(5) Change the total obligation amount from $120,000.00 to $0.00;
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rayna Brown

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 12/19/2017

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(6) Change the total firm-fixed-price from $120,000.00 to $0.00; (7) Change the Administrative Contracting Officer; and (8) Instruct the Contractor to acknowledge receipt of this modification and termination by completing, signing, dating and returning this modification. Other Authorities for this Standard Form (SF) 30 Block 13: Administrative change as item (7) is considered an administrative changes that does not affect the substantive rights of the parties and item (8) is associated with an acknowledgement of this action. This order is hereby terminated and cancelled in its entirety. The Contractor hereby acknowledges receipt of this termination by signing below and shall immediately proceed with the following obligations pursuant to the Federal Acquisition Regulation (FAR) 52.212-4 Contract Terms and Conditions¿Commercial Items clause (1) Termination for the Government's convenience: JOSEPH POUNDER, PRESIDENT Print Name & Title of Authorized Representative Signature 12/19/17 Date All other terms and conditions remains unchanged and in full force and effect. Max Expire Date: 12/19/2017 LIST OF CHANGES: Reason for Modification: Terminate for Convenience (complete or partial) Period Of Performance End Date changed from 06-DEC-18 to 19-DEC-17 Total Amount for this Modification: -$120,000.00 New Total Amount for this Version: $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Award: $0.00 Obligated Amount for this Modification: -$120,000.00 New Total Obligated Amount for this Award: $0.00 Contracting Officer changed from Jessica Wilson to Rayna Brown Administrative Contracting Officer changed from Elaine Scott to Rayna Brown Maximum Potential Expiration Date changed to: 12/19/2017 CHANGES FOR LINE ITEM NUMBER: 1 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Total Amount changed from $20,000.00 to $0.00 Obligated Amount for this modification: -$20,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $20,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11H-ZZZME8-2504-1711H71040-001 Amount changed from $20,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 2 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. ~~Total Amount changed from $15,000.00 to $0.00~~ Obligated Amount for this modification: -$15,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-101A46-2504-1711H71040-003 Amount changed from $15,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 3 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-202BD4-2504-1711H71040-004 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 4 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-301ME9-2504-1711H71040-005 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-303D99-2504-1711H71040-006 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-401CD6-2504-1711H71040-007 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 7 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $12,000.00 to $0.00 Obligated Amount for this modification: -$12,000.00				
	CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $12,000.00 to $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR ACCOUNTING CODE: 17-18-B-11-501E44-2504-1711H71040-008 Amount changed from $12,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 8 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-ZZZHF8-2504-1711H71040-009 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 9 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-C-11-101FK6XR1-2504-1711H71040-010 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 10 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-18-H-000025/P00001	PAGE 7	OF 7

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount changed from $3,000.00 to $0.00 Obligated Amount for this modification: -$3,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $3,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-T-11-501E52-2504-1711H71040-002 Amount changed from $3,000.00 to $0.00 Percent changed from 100 to 0 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 FOB: Destination Period of Performance: 12/07/2017 to 12/19/2017				

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00001	12/19/2017	PR-OA-17-00132	

6. ISSUED BY CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

DEFINERS CORP
Attn: Ex. 6 Personal Privacy
1500 Wilson Blvd
#5
Arlington VA 22209

CODE 076234313 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-18-H-000025

10B. DATED (SEE ITEM 13) 12/07/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

Net Decrease: -$120,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification: FAR 52.212-4 (l) Termination for the Government's convenience (Full Termination)

E. IMPORTANT: Contractor X is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 076234313
The purpose of this unilateral modification is as follows:

(1) Unilaterally execute a full termination for convenience in accordance with the Federal Acquisition Regulation (FAR) 52.212-4 (l);
(2) Serves as a Notice of Termination to the Contractor effective December 19, 2017;
(3) De-obligate $120,000.00 from this order;
(4) Convey the extent of this full termination for convenience is for all services and contract line item numbers (CLINs) under this order and hereby terminating this firm-fixed-priced order in its entirety;
(5) Change the total obligation amount from $120,000.00 to $0.00;
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Rayna Brown	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 12/19/2017

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(6) Change the total firm-fixed-price from $120,000.00 to $0.00; (7) Change the Administrative Contracting Officer; and (8) Instruct the Contractor to acknowledge receipt of this modification and termination by completing, signing, dating and returning this modification. Other Authorities for this Standard Form (SF) 30 Block 13: Administrative change as item (7) is considered an administrative changes that does not affect the substantive rights of the parties and item (8) is associated with an acknowledgement of this action. This order is hereby terminated and cancelled in its entirety. The Contractor hereby acknowledges receipt of this termination by signing below and shall immediately proceed with the following obligations pursuant to the Federal Acquisition Regulation (FAR) 52.212-4 Contract Terms and Conditions¿Commercial Items clause (l) Termination for the Government's convenience: _____ Print Name & Title of Authorized Representative _____ Signature _____ Date All other terms and conditions remains unchanged and in full force and effect. Max Expire Date: 12/19/2017 LIST OF CHANGES: Reason for Modification: Terminate for Convenience (complete or partial) Period Of Performance End Date changed from 06-DEC-18 to 19-DEC-17 Total Amount for this Modification: -$120,000.00 New Total Amount for this Version: $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Award: $0.00 Obligated Amount for this Modification: -$120,000.00 New Total Obligated Amount for this Award: $0.00 Contracting Officer changed from Jessica Wilson to Rayna Brown Administrative Contracting Officer changed from Elaine Scott to Rayna Brown Maximum Potential Expiration Date changed to: 12/19/2017 CHANGES FOR LINE ITEM NUMBER: 1 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Total Amount changed from $20,000.00 to $0.00 Obligated Amount for this modification: -$20,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $20,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11H-ZZZME8-2504-1711H71040-001 Amount changed from $20,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 2 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-101A46-2504-1711H71040-003 Amount changed from $15,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 3 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-202BD4-2504-1711H71040-004 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 4 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-301ME9-2504-1711H71040-005 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-303D99-2504-1711H71040-006 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-401CD6-2504-1711H71040-007 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 7 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $12,000.00 to $0.00 Obligated Amount for this modification: -$12,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $12,000.00 to $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR ACCOUNTING CODE: 17-18-B-11-501E44-2504-1711H71040-008 Amount changed from $12,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 8 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-ZZZHF8-2504-1711H71040-009 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 9 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-C-11-101FK6XR1-2504-1711H71040-010 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 10 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount changed from $3,000.00 to $0.00 Obligated Amount for this modification: -$3,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $3,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-T-11-501E52-2504-1711H71040-002 Amount changed from $3,000.00 to $0.00 Percent changed from 100 to 0 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 FOB: Destination Period of Performance: 12/07/2017 to 12/19/2017				

To: Dews, Donna[Dews.Donna@epa.gov]
From: Wilson, Jessica
Sent: Thur 12/7/2017 5:23:02 PM
Subject: RE: FW: Definers Cost Breakdown/Letter

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:
-Advanced search functions
-Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
-Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
-Human analysis
-Coverage throughout the day
-Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
-Delivered through web interface and/or email per user preferences
While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,
Julia Cotrone

Jessica V. Wilson
Contracting Officer

U.S. Environmental Protection Agency
OARM/OAM/HPOD/PCSC
Ronald Reagan Building #61178
1200 Pennsylvania Ave. NW Mail Code: 3803R
Washington, DC 20460
Phone: 202-564-2504
E-mail: wilson.jessica@epa.gov

From: Dews, Donna
Sent: Thursday, December 07, 2017 10:44 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: RE: FW: Definers Cost Breakdown/Letter

Michael

Deliberative Process / Ex. 5

Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Thursday, December 07, 2017 10:39 AM
To: Wilson, Jessica <Wilson.Jessica@epa.gov>
Cc: Dews, Donna <Dews.Donna@epa.gov>
Subject: FW: FW: Definers Cost Breakdown/Letter

Here is what have to date.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 4:47 PM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Subject: Re: FW: Definers Cost Breakdown/Letter

Hi Michael,

Here is a updated proposal as we discussed. When I sent Donna the last proposal she asked for detailed cost breakdown which I will need to do for this before I send over. I will send to her before I leave tonight but wanted to make sure I got this in your hands first. Feel free to call my cell if you have any questions: Personal Phone / Ex. 6

On Wed, Dec 6, 2017 at 3:36 PM, Julia Cotrone <jcotrone@definerscorp.com> wrote:
Hi Michael,

I sent over the following doc to Donna earlier. You will notice the cost increased relevant to updated EPA SOW. Please let me know if thats an issue or feel free to give me a call if you see any problems.

Thanks!

On Wed, Dec 6, 2017 at 7:49 AM, Quarles, Michael <Quarles.Michael@epa.gov> wrote:
Hello Julia,

Thank you for cost breakdown letter. Unfortunately, our procurement process requires an actual price quote. Are you able to provide a contractual price quote with cost breakout for the services below. As you know we are trying to implement your service asap, so your speedy response is greatly appreciated.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency

1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

-Advanced search functions
-Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
-Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
-Human analysis
-Coverage throughout the day
-Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
-Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,
Julia Cotrone
Special Assistant
Definers Public Affairs

Cost Breakdown
7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency

-News Alerts throughout the day from online, print, and TV sources
-Matrices
-Relevant breaking news

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Julia Cotrone
O: 571.290.5461 | C Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

To: Quarles, Michael[Quarles.Michael@epa.gov]
Cc: Dews, Donna[Dews.Donna@epa.gov]
From: Wilson, Jessica
Sent: Thur 12/7/2017 4:55:10 PM
Subject: FW: Documents Needed
EPA - Quote 1001.pdf
Definers EPA Proposal 127.docx

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Jessica V. Wilson
Contracting Officer

U.S. Environmental Protection Agency
OARM/OAM/HPOD/PCSC
Ronald Reagan Building #61178
1200 Pennsylvania Ave. NW Mail Code: 3803R
Washington, DC 20460
Phone: 202-564-2504
E-mail: wilson.jessica@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Thursday, December 07, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>; Scott Cotter <scotter@definerscorp.com>
Subject: Re: Documents Needed

Hi Donna,

Attached is adjusted work plan as well as a 12 month quote. Please give me a call if you have any questions!

On Wed, Dec 6, 2017 at 3:52 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Julia

Yes the cost estimate should be in a separate document, Also a quote. A quote has a quote number, Item line of the description of services, Quantity for each item, period performance for example 12/7/17 to 12/6/18 and an expiration date and the terms and conditions (i.e. good for 30 days or 60 days).

Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto: **Personal Email / Ex. 6**
Sent: Wednesday, December 06, 2017 3:33 PM

To: Dews, Donna <Dews.Donna@epa.gov>
Cc: Personal Email / Ex. 6 Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

Hi Donna,

Page 4 of the document outlines to cost breakdown - let me know if you would prefer it in a separate document

1) **Definers Estimated Cost:**

To accomplish your objectives, we anticipate a cost of **$240,000 over 12 months.**

Monthly Cost Breakdown:
$12,500 = 24/7 access to custom built and proprietary Definers Console (outlined in section 3C)
$5,000 = Scope of clips package as defined by agency (outlined in section 3A, 3B and 3D)
$2,500 = 24/7 access to staff (Outlined in section 3E)

Thanks!

On Wed, Dec 6, 2017 at 3:25 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Julia C.

All I need now is the cost estimate. I do not have a template for the quote. Thanks so much!!!

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto: Personal Email / Ex. 6
Sent: Wednesday, December 06, 2017 3:11 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: Personal Email / Ex. 6 ; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

attached - please call my cell if you need any clarification or more detail.

Thanks!

On Tue, Dec 5, 2017 at 4:42 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Ms. Cotrone,

Thank you for taking our call earlier on the urgent turnaround request. The U.S. Environmental Protection Agency requests a revised work proposal and cost estimate to the revised statement of work in the attached. In the essence of time please forward the request no later than 3:00pm on Wednesday December 6, if not sooner.

Thank you

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

definers
PUBLIC AFFAIRS

To: Interested Parties
From: Joe Pounder, President, Definers Public Affairs
Julia Cotrone, Special Assistant, Definers Public Affairs
Will Schenkel, VP, Definers Public Affairs
Date: December 7th, 2017
Subject: EPA Media Support Proposal

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1) **Overall Scope:**

Definers Public Affairs can provide the EPA's Office of Public Affairs (OPA) with comprehensive media monitoring services and analysis focused on alerting the team to developing news stories, building compendiums twice a day on issues you have identified. With analysts on the ground in Washington D.C. and the Bay Area, Definers Public Affairs is able to provide comprehensive media monitoring of coherent information on environmental issues, and EPA actions and policies around the clock.

2) ***Media Monitoring Scope:***

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are enclosed.

The monitoring will focus on stories about Administrator Pruitt and the EPA outlined in the proposal section below. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.
To achieve this Definers will provide the EPA 4 basic services:

- **2A)** delivery, via email, of a twice-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis
- **2B)** delivery, via email and in near-real-time, of media stories involving events, announcements and issues directly relevant to the EPA, with trend analysis included;
- **2C)** delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor.
- **2D)** delivery, via searchable database, of stories gathered under the other assigned tasks as of contract start date.

3) **Proposal:**

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on alerting your team to news stories as they break and develop from English-language sources.

3A) This monitoring would include all print and online sources, national and local TV, and key influencers on social media relating to:

- Administrator
- Brownfields/Superfund/Other cleanups
- Environmental Justice
- Environmental activists
- EPA
- International environmental agreements and disputes
- Toxics/TSCA
- Tribal environmental issues

The following subjects will also be monitored & alerted when directly mentioning or relevant the Administrator or the EPA:

- Budget
- Climate Change
- Emergency Response
- Energy
- Enforcement
- Grants
- Hazardous waste
- Pesticides
- Research and Development
- Rules/Regulations/Policy
- Trash/recycling/composting/solid waste

3B) The monitoring program for the subjects outlined above would incorporate two tracks:

i. **On a daily basis**, stories would be compiled into **morning and evening matrices** of issues identified by your team. The matrix will include a brief summary and analysis as to the coverage. Throughout the day, Definers will alert major stories that our analysts deem pertinent to your strategic objectives, and follow them as they develop, circulate, and gain traction.

ii. **In a breaking news situation,** Definers media analysts will work hand-in-hand with your team to monitor for news stories and how they spread throughout the media. Our analysts will provide a quick analysis when needed that identifies what environmental companies are saying, whether stories are positive/negative, and whether or not they incorporate your company's perspective. This quick analysis will help your team more effectively respond to developing news.

3C) Through Definers Console-based war room system the EPA team can be automatically notified via e-mail of news alerts and they can also login and go through the alerts in one convenient location. The Console includes a robust search function that will enable your team to quickly find and filter the stories alerted by Definers.

The EPA will have the ability to use the Definers Console for:

- Proprietary advanced search functions within the clips
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of your customized data streams.
- Delivered through our proprietary web interface which allows for email distribution as well.

3D) In order to achieve these task Definers will obtain/maintain subscriptions or licenses for:

- Nexis Lexis
- TV Eyes
- SnapStream
- AP
- Agri-Pulse
- Argus Media
- Axios
- Bloomberg
- Bloomberg BNA
- Boston Globe
- Breitbart
- Business Insider
- CNN
- Chicago Tribune
- Christian Science Monitor
- CQ Roll Call
- The Daily Caller
- E&E News
- Financial Times
- Forbes
- Fox News
- The Guardian
- The Hill
- Think Progress
- Hot Air
- Huffington Post
- Independent Journal Review
- LA Times
- Morning Consult
- Mother Jones
- New Republic
- NPR
- NTK Network
- NY Times

- The Oklahoman
- PJ Media
- Politico Pro
- Politico
- Reuters
- Scientific American
- Tulsa World
- USA Today
- Youtube
- Wall Street Journal
- Washington Examiner
- Washington Post
- Washington Times

3E) *Once contracted EPA will have unlimited access to Definers account managers & to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.*

4) <u>Definers Estimated Cost:</u>

To accomplish your objectives, we anticipate a cost of **$120,000 over 12 months.** A monthly cost of **$10,000** for the Console and Support –see below:

Monthly Cost Breakdown:
$7,500 = Unlimited access to custom built and proprietary Definers Console with breaking news and clip package distribution
$2,500 = One month of analyst support and access based on clip volume (outlined in section 3)

Sample Matrix/Compendium

EPA Clips
May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", Iowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside $12 Million For Buyouts In Coming Months", Washington Post, 5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!'", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI

Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over $4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

TV/Radio
5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social
@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

@RepStefanik: "Sent a letter to the EPA expressing my concerns over the dismissal of members of the Board of Scientific Counselors… It's critical that the EPA continues to use the highest quality research when making policy decisions."

@Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"

@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n…"

@AGRutledge: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working. arkansasag.gov/media-center/n…"

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules
Reuters
By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It’s the first wave of things that are necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.
"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done,'" Ebell said.
In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.
"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.
A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency
Fox & Friends
May 17, 2017
http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning. Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

Steve: That crosses both Democrat and Republican administrations.

Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country. the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

Administrator Pruitt: Possibly, yes. And that's why it's so important to focus the core of the mission on those areas. This president is a doer, an action oriented leader. the past administration talked a lot. this administration is actually taking steps to do things to clean up the environment. We're focusing on those areas you mentioned.

Brian: super fund sites that need to be cleaned up. What's your first target?

Administrator Pruitt: We are very focused on Westlake. I was in East Chicago about three weeks ago. a site that has lead as well.

Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house. this is what the

American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership. and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

Administrator Pruitt: Clean up these sites. set a goal and say 1322 sites unacceptable. 27 years to make a decision is unacceptable. Let's get St. Louis cleaned up.

Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.

To: Julia Cotrone[jcotrone@definerscorp.com]; Dews, Donna[Dews.Donna@epa.gov]
Cc: jpounder@definerscorp.com[jpounder@definerscorp.com]; Gosnell, Jody[Gosnell.Jody@epa.gov]; Scott Cotter[scotter@definerscorp.com]
From: Wilson, Jessica
Sent: Thur 12/7/2017 4:52:43 PM
Subject: RE: Documents Needed

Thank you kindly!

Jessica V. Wilson
Contracting Officer

U.S. Environmental Protection Agency
OARM/OAM/HPOD/PCSC
Ronald Reagan Building #61178
1200 Pennsylvania Ave. NW Mail Code: 3803R
Washington, DC 20460
Phone: 202-564-2504
E-mail: wilson.jessica@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Thursday, December 07, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>; Scott Cotter <scotter@definerscorp.com>
Subject: Re: Documents Needed

Hi Donna,

Attached is adjusted work plan as well as a 12 month quote. Please give me a call if you have any questions!

On Wed, Dec 6, 2017 at 3:52 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Julia

Yes the cost estimate should be in a separate document, Also a quote. A quote has a quote number, Item line of the description of services, Quantity for each item, period performance for example 12/7/17 to 12/6/18 and an expiration date and the terms and conditions (i.e. good for 30 days or 60 days).

Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:33 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

Hi Donna,

Page 4 of the document outlines to cost breakdown - let me know if you would prefer it in a separate document

1) **Definers Estimated Cost:**

To accomplish your objectives, we anticipate a cost of **$240,000 over 12 months.**

Monthly Cost Breakdown:
$12,500 = 24/7 access to custom built and proprietary Definers Console (outlined in section 3C)
$5,000 = Scope of clips package as defined by agency (outlined in section 3A, 3B and 3D)
$2,500 = 24/7 access to staff (Outlined in section 3E)

Thanks!

On Wed, Dec 6, 2017 at 3:25 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
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All I need now is the cost estimate. I do not have a template for the quote. Thanks so much!!!

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:11 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

attached - please call my cell if you need any clarification or more detail.

Thanks!

On Tue, Dec 5, 2017 at 4:42 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Ms. Cotrone,

Thank you for taking our call earlier on the urgent turnaround request. The U.S. Environmental Protection Agency requests a revised work proposal and cost estimate to the revised statement of work in the attached. In the essence of time please forward the request no later than 3:00pm on Wednesday December 6, if not sooner.

Thank you

Donna Dews
Contract Specialist

US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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To: Dews, Donna[Dews.Donna@epa.gov]
Cc: jpounder@definerscorp.com[jpounder@definerscorp.com]; Gosnell, Jody[Gosnell.Jody@epa.gov]; Wilson, Jessica[Wilson.Jessica@epa.gov]; Scott Cotter[scotter@definerscorp.com]
From: Julia Cotrone
Sent: Thur 12/7/2017 4:48:12 PM
Subject: Re: Documents Needed
EPA - Quote 1001.pdf
Definers EPA Proposal 127.docx

Hi Donna,
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Thank you.

Donna Dews

Contract Specialist

US Environmental Protection Agency

Office of Acquisition Management

HPOD/Program Contract Service Center

Washington, DC 20460

202-564-6752 (DIRECT)

Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:33 PM

To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
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Thanks!

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All I need now is the cost estimate. I do not have a template for the quote. Thanks so much!!!

Donna Dews

Contract Specialist

US Environmental Protection Agency

Office of Acquisition Management

HPOD/Program Contract Service Center

Washington, DC 20460

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Dews.donna@epa.gov

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Sent: Wednesday, December 06, 2017 3:11 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
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Thank you

Donna Dews

Contract Specialist

US Environmental Protection Agency

Office of Acquisition Management

HPOD/Program Contract Service Center

Washington, DC 20460

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

To: Wilson, Jessica[Wilson.Jessica@epa.gov]
Cc: Dews, Donna[Dews.Donna@epa.gov]
From: Quarles, Michael
Sent: Thur 12/7/2017 3:39:25 PM
Subject: FW: FW: Definers Cost Breakdown/Letter
Definers EPA Proposal clipped.docx

Here is what have to date.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto: Personal Email / Ex. 6
Sent: Wednesday, December 06, 2017 4:47 PM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Subject: Re: FW: Definers Cost Breakdown/Letter

Hi Michael,

Here is a updated proposal as we discussed. When I sent Donna the last proposal she asked for detailed cost breakdown which I will need to do for this before I send over. I will send to her before I leave tonight but wanted to make sure I got this in your hands first. Feel free to call my cell if you have any questions: Personal Phone / Ex. 6

On Wed, Dec 6, 2017 at 3:36 PM, Julia Cotrone < Personal Email / Ex. 6 wrote:
Hi Michael,

I sent over the following doc to Donna earlier. You will notice the cost increased relevant to updated EPA SOW. Please let me know if thats an issue or feel free to give me a call if you see any problems.

Thanks!

On Wed, Dec 6, 2017 at 7:49 AM, Quarles, Michael <Quarles.Michael@epa.gov> wrote:
Hello Julia,

Thank you for cost breakdown letter. Unfortunately, our procurement process requires an actual price quote. Are you able to provide a contractual price quote with cost breakout for the services below. As you know we are trying to implement your service asap, so your speedy response is greatly appreciated.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto: Personal Email / Ex. 6

Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

-Advanced search functions
-Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
-Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
-Human analysis
-Coverage throughout the day
-Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
-Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,
Julia Cotrone
Special Assistant
Definers Public Affairs

Cost Breakdown
7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency

-News Alerts throughout the day from online, print, and TV sources
-Matrices
-Relevant breaking news

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

To: Interested Parties
From: Joe Pounder, President, Definers Public Affairs
Julia Cotrone, Special Assistant, Definers Public Affairs
Will Schenkel, VP, Definers Public Affairs
Date: December 6th, 2017
Subject: EPA Media Support Proposal

---

1) **Overall Scope:**

Definers Public Affairs can provide the EPA's Office of Public Affairs (OPA) with comprehensive media monitoring services and analysis focused on alerting the team to developing news stories, building compendiums twice a day on issues you have identified. With analysts on the ground in Washington D.C. and the Bay Area, Definers Public Affairs is able to provide comprehensive media monitoring of coherent information on environmental issues, and EPA actions and policies around the clock.

2) ***Media Monitoring Scope:***

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are enclosed.

The monitoring will focus on stories about Administrator Pruitt and the EPA outlined in the proposal section below. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.
To achieve this Definers will provide the EPA 4 basic services:

- **2A)** delivery, via email, of a twice-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis
- **2B)** delivery, via email and in near-real-time, of media stories involving events, announcements and issues directly relevant to the EPA, with trend analysis included;
- **2C)** delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor.
- **2D)** delivery, via searchable database, of stories gathered under the other assigned tasks as of contract start date.

3) **Proposal:**

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on alerting your team to news stories as they break and develop from English-language sources.

3A) This monitoring would include all print and online sources, national and local TV, and key influencers on social media relating to:

- Administrator
- Brownfields/Superfund/Other cleanups
- Environmental Justice
- Environmental activists
- EPA
- International environmental agreements and disputes
- Toxics/TSCA
- Tribal environmental issues

The following subjects will also be monitored & alerted when directly mentioning or relevant the Administrator or the EPA:

- Budget
- Climate Change
- Emergency Response
- Energy
- Enforcement
- Grants
- Hazardous waste
- Pesticides
- Research and Development
- Rules/Regulations/Policy
- Trash/recycling/composting/solid waste

3B) The monitoring program for the subjects outlined above would incorporate two tracks:

i. **On a daily basis**, stories would be compiled into **morning and evening matrices** of issues identified by your team. The matrix will include a brief summary and analysis as to the coverage. Throughout the day, Definers will alert major stories that our analysts deem pertinent to your strategic objectives, and follow them as they develop, circulate, and gain traction.

ii. **In a breaking news situation,** Definers media analysts will work hand-in-hand with your team to monitor for news stories and how they spread throughout the media. Our analysts will provide a quick analysis when needed that identifies what environmental companies are saying, whether stories are positive/negative, and whether or not they incorporate your company's perspective. This quick analysis will help your team more effectively respond to developing news.

3C) Through Definers Console-based war room system the EPA team can be automatically notified via e-mail of news alerts and they can also login and go through the alerts in one convenient location. The Console includes a robust search function that will enable your team to quickly find and filter the stories alerted by Definers.

The EPA will have the ability to use the Definers Console for:

- Proprietary advanced search functions within the clips
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of your customized data streams.
- Delivered through our proprietary web interface which allows for email distribution as well.

3D) In order to achieve these task Definers will obtain/maintain subscriptions or licenses for:

- Nexis Lexis
- TV Eyes
- SnapStream
- AP
- Agri-Pulse
- Argus Media
- Axios
- Bloomberg
- Bloomberg BNA
- Boston Globe
- Breitbart
- Business Insider
- CNN
- Chicago Tribune
- Christian Science Monitor
- CQ Roll Call
- The Daily Caller
- E&E News
- Financial Times
- Forbes
- Fox News
- The Guardian
- The Hill
- Think Progress
- Hot Air
- Huffington Post
- Independent Journal Review
- LA Times
- Morning Consult
- Mother Jones
- New Republic
- NPR
- NTK Network
- NY Times

- The Oklahoman
- PJ Media
- Politico Pro
- Politico
- Reuters
- Scientific American
- Tulsa World
- USA Today
- Youtube
- Wall Street Journal
- Washington Examiner
- Washington Post
- Washington Times

3E) *Once contracted EPA will have unlimited access to Definers account managers & to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.*

4) <u>Definers Estimated Cost:</u>

To accomplish your objectives, we anticipate a cost of **$120,000 over 12 months.**

Monthly Cost Breakdown:
$7,500 = 24/7 access to custom built and proprietary Definers Console (outlined in section 3C)
$2,500 = Scope of clips package as defined by agency (outlined in section 3A, 3B and 3D)

<u>Sample Matrix/Compendium</u>

EPA Clips
May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", Iowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside $12 Million For Buyouts In Coming Months", Washington Post, 5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!'", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over $4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

TV/Radio
5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social
@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

@RepStefanik: "Sent a letter to the EPA expressing my concerns over the dismissal of members of the Board of Scientific Counselors… It's critical that the EPA continues to use the highest quality research when making policy decisions."

@Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"

@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n…"

@AGRutledge: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working. arkansasag.gov/media-center/n…"

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules
Reuters

By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.
"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done,'" Ebell said.
In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.
"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.
A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency
Fox & Friends
May 17, 2017
http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning. Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

Steve: That crosses both Democrat and Republican administrations.

Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country. the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

Administrator Pruitt: Possibly, yes. And that's why it's so important to focus the core of the mission on those areas. This president is a doer, an action oriented leader. the past administration talked a lot. this administration is actually taking steps to do things to clean up the environment. We're focusing on those areas you mentioned.

Brian: super fund sites that need to be cleaned up. What's your first target?

Administrator Pruitt: We are very focused on Westlake. I was in East Chicago about three weeks ago. a site that has lead as well.

Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house. this is what the

American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership. and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

Administrator Pruitt: Clean up these sites. set a goal and say 1322 sites unacceptable. 27 years to make a decision is unacceptable. Let's get St. Louis cleaned up.

Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.

To: Dews, Donna[Dews.Donna@epa.gov]
Cc: jpounder@definerscorp.com[jpounder@definerscorp.com]; Gosnell, Jody[Gosnell.Jody@epa.gov]; Wilson, Jessica[Wilson.Jessica@epa.gov]
From: Julia Cotrone
Sent: Wed 12/6/2017 8:33:18 PM
Subject: Re: Documents Needed

Hi Donna,
Page 4 of the document outlines to cost breakdown - let me know if you would prefer it in a separate document

1) **Definers Estimated Cost:**

To accomplish your objectives, we anticipate a cost of **$240,000 over 12 months.**

Monthly Cost Breakdown:
$12,500 = 24/7 access to custom built and proprietary Definers Console (outlined in section 3C)
$5,000 = Scope of clips package as defined by agency (outlined in section 3A, 3B and 3D)
$2,500 = 24/7 access to staff (Outlined in section 3E)

Thanks!
On Wed, Dec 6, 2017 at 3:25 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:

Hi Julia C.

All I need now is the cost estimate. I do not have a template for the quote. Thanks so much!!!

Donna Dews

Contract Specialist

US Environmental Protection Agency

Office of Acquisition Management

HPOD/Program Contract Service Center

Washington, DC 20460

202-564-6752 (DIRECT)

Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:11 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

attached - please call my cell if you need any clarification or more detail.

Thanks!

On Tue, Dec 5, 2017 at 4:42 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:

Hi Ms. Cotrone,

Thank you for taking our call earlier on the urgent turnaround request. The U.S. Environmental Protection Agency requests a revised work proposal and cost estimate to the revised statement of work in the attached. In the essence of time please forward the request no later than 3:00pm on Wednesday December 6, if not sooner.

Thank you

Donna Dews

Contract Specialist

US Environmental Protection Agency

Office of Acquisition Management

HPOD/Program Contract Service Center

Washington, DC 20460

202-564-6752 (DIRECT)

Dews.donna@epa.gov

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

--
Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

definers
PUBLIC AFFAIRS

To: Interested Parties
From: Joe Pounder, President, Definers Public Affairs
Julia Cotrone, Special Assistant, Definers Public Affairs
Will Schenkel, War Room Director, Definers Public Affairs
Date: December 6th, 2017
Subject: EPA Media Support Proposal

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1) **Overall Scope:**

Definers Public Affairs can provide the EPA's Office of Public Affairs (OPA) with comprehensive media monitoring services and analysis focused on alerting the team to developing news stories, building compendiums twice a day on issues you have identified. With analysts on the ground in Washington D.C. and the Bay Area, Definers Public Affairs is able to provide comprehensive media monitoring of coherent information on environmental issues, and EPA actions and policies around the clock.

2) ***Media Monitoring Scope:***

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are enclosed.

The monitoring will focus on stories about Administrator Pruitt and the EPA outlined in the proposal section below. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.
To achieve this Definers will provide the EPA 4 basic services:

- **2A)** delivery, via email, of a twice-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis; as well as a weekly analysis that comprises the top coverage, response from environmentalists, and analysis of trends from the past week, as well as the week ahead.
- **2B)** delivery, via email and in near-real-time, of media stories involving relevant events, announcements and issues, with trend analysis included;
- **2C)** delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor

- **2D)** delivery, via searchable database, of all past media stories gathered under the other assigned tasks

3) <u>Proposal:</u>

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on alerting your team to news stories as they break and develop from English-language sources.

3A) This monitoring would include print and online sources, national and local TV, and key influencers on social media relating to the EPA's:

- Administrator
- Air
- Brownfields/Superfund/Other cleanups
- Budget
- Climate Change
- Emergency Response
- Energy
- Enforcement
- Environmental Justice
- Environmental activists
- EPA
- Grants
- Hazardous waste
- International environmental agreements and disputes
- Pesticides
- Research and Development
- Rules/Regulations/Policy
- Toxics/TSCA
- Trash/recycling/composting/solid waste
- Tribal environmental issues
- Water

3B) The monitoring program for the subjects outlined above would incorporate two tracks:

i. **On a daily basis**, stories would be compiled into **morning and evening matrices** of issues identified by your team. The matrix will include a brief summary and analysis as to the coverage. Throughout the day, Definers will alert major stories that our analysts deem pertinent to your strategic objectives, and follow them as they develop, circulate, and gain traction. Definers will also provide *a weekly analysis that comprises the top coverage, response from environmentalists, and analysis of trends from the past week, as well as the week ahead.*

ii. **In a breaking news situation,** Definers media analysts will work hand-in-hand with your team to monitor for news stories and how they spread throughout the media. Our analysts will provide a quick analysis when needed that identifies what environmental companies are saying, whether stories are positive/negative, and whether or not they incorporate your company's perspective. This quick analysis will help your team more effectively respond to developing news.

3C) Through Definers Console-based war room system the EPA team can be automatically notified via e-mail of news alerts and they can also login and go through the alerts in one convenient location. The Console includes a robust search function that will enable your team to quickly find and filter the stories alerted by Definers.

The EPA will have the ability to use the Definers Console for:

- Proprietary advanced search functions within the clips
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Ability to pre-load your customized Console with the issues, public figures, and news data relevant to you populated in real time
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of your customized data streams.
- Delivered through our proprietary web interface which allows for email distribution as well.

3D) In order to achieve these task Definers will obtain/maintain subscriptions or licenses for:

- Nexis Lexis
- TV Eyes
- SnapStream
- AP
- Agri-Pulse
- Argus Media
- Axios
- Bloomberg
- Bloomberg BNA
- Boston Globe
- Breitbart
- Business Insider
- CNN
- Chicago Tribune
- Christian Science Monitor
- CQ Roll Call
- The Daily Caller
- E&E News
- Financial Times
- Forbes
- Fox News
- The Guardian
- The Hill
- Think Progress
- Hot Air
- Huffington Post
- Independent Journal Review
- LA Times

- Morning Consult
- Mother Jones
- New Republic
- NPR
- NTK Network
- NY Times
- The Oklahoman
- PJ Media
- Politico Pro
- Politico
- Reuters
- Scientific American
- Tulsa World
- USA Today
- Youtube
- Wall Street Journal
- Washington Examiner
- Washington Post
- Washington Times

3E) *Once contracted EPA will have 24/7 access to Definers account managers, analysts, and senior managers, to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.*

4) <u>Definers Estimated Cost:</u>

To accomplish your objectives, we anticipate a cost of **$240,000 over 12 months.**

Monthly Cost Breakdown:
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$2,500 = 24/7 access to staff (Outlined in section 3E)

Sample Matrix/Compendium

EPA Clips
May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", Iowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside $12 Million For Buyouts In Coming Months", Washington Post, 5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!'", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI

Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over $4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

TV/Radio
5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social
@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

@RepStefanik: "Sent a letter to the EPA expressing my concerns over the dismissal of members of the Board of Scientific Counselors… It's critical that the EPA continues to use the highest quality research when making policy decisions."

@Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"

@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n…"

@AGRutledge: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working. arkansasag.gov/media-center/n…"

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules
Reuters
By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

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Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

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Brian: it will be one of the big top topics.

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To: Dews, Donna[Dews.Donna@epa.gov]
Cc: Gosnell, Jody[Gosnell.Jody@epa.gov]; Lynn, Tricia[lynn.tricia@epa.gov]; Brown, Rayna[brown.rayna@epa.gov]; Stewart, Keith[Stewart.Keith@epa.gov]; Grantham, Nancy[Grantham.Nancy@epa.gov]
From: Quarles, Michael
Sent: Wed 12/6/2017 2:40:06 PM
Subject: RE: Response to Sole Source Notification: 68HE0H18B0002

Hello Donna,

Please see our statement below regarding the capabilities of TechMIS for our contract. Let me know if you need anything else.

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. Definers also offers War Room Services which allows them to function in real time to identify and react immediately to opportunities arising out of the news cycle and to flag potential challenges and crises before they escalate. Finally, Definers offers best practices from political and issue campaigns as well as private sector disputes. They have analysts from diverse backgrounds to cover a wide array of sectors. TechMIS albeit a new clips company does not reach the level of capable services we requires in this contract.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Dews, Donna
Sent: Tuesday, December 05, 2017 11:49 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

Hi Michael

See below.

Please send a kind note after reviewing their capability statement as to why you are doing a Sole Source for your Media Support and Analysis and copy me for our contract documentation records so we can avoid possible a protest.

You can use your description off of your JOFOC as a starting point to support your reasoning.

Also send a note to:

Personal Privacy / Ex. 6

I can forward the above individual emails (Ben and Armand) to see what they were requesting from you or you can just let them know this was just to inform them of your office's intent to sole source, since no capability statement was sent. It is up to you if you want to send them the finalized SOW.

Per our phone conversation yesterday and our request via email, please get a quote from Definer's and a Capability Statement. I do not believe the Cost Breakdown is adequate documentation for our records. A quote – defines the items being purchased, the price per item, terms and conditions and an expiration date and the period of performance, instead of 1 year define as 12

months.

Again, Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Burt Squires - TechMIS [mailto:burt.squires@techmis.com]
Sent: Wednesday, November 29, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Subject: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

TechMIS LLC is submitting the following response to solicitation 68HE0H18B0002 posted on the FBO as a Sole Source Notification on 11/29/17. We have the capability to perform all functions described in this solicitation in house.

PBI / Ex. 4

We request that the Government not award this contract without competition. PBI / Ex. 4

PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

Any and all questions about this response should be addressed to the following: Burt Squires, Vice President of TechMIS LLC at 12208 Woodlands Circle, Dade City, FL 33525. Mr. Squires has both signature and negotiation authority for this response. Mr. Squires can be contacted at 717-324-1342 or via email at burt.squires@techmis.com.

Regards,

Steven Mains, PhD
CEO & Managing Partner

Burton J. Squires
Vice President & Partner

Harvey Glasgow
Controller, FSO & Partner

Justification for Other than Full and Open Competition (JOFOC)

Authority: 41 U.S.C. 253(c) , FAR PART 6.3

1. **Agency:** U.S. Environmental Protection Agency
   Contracting Activity: Office of Acquisition Management – Headquarters Procurement Operations Division
   Contractor: Definers Corp

2. **Nature and/or description of the action:**

   EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

3. **Description of the Supplies or Services:**

   This is a sole source procurement subscription for a media support service. The service provides EPA with: 1) Intensive, near live-time "war room" coverage of media stories for specific topics, events or announcements; 2) access to a searchable database of past media content on EPA issues and topics; 3) a twice-daily compilation of news articles delivered once each business day by e-mail; and 4) high profile, breaking news stories during the day, delivered by e-mail. This service is vital to support the ability of EPA's Office of Public Affairs to fully monitor and respond quickly to breaking media coverage, which in turn supports EPA's ability to accurately provide information to the public on environmental and regulatory matters. This service also directly supports the Administrator and other senior EPA officials by providing them with timely updates on media stories.

   Period of performance: One year from date of contract award

   DUNS: 076234313

   Proposed Source: Definers Corp.

Contacts:
Joe Pounder, President
Tel: Personal Privacy / Ex. 6
Personal Privacy / Ex. 6

Personal Privacy / Ex. 6

4. **Authority:** [Check appropriate exception.]

[X] Only One Responsible Source
Authority: 41 U.S.C. 253 (c) (1)
FAR Cite: FAR 6.302-1

5. **Describe how the contractor's unique qualifications or the nature of the acquisition requires use of the authority cited:**

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. It allows organizations to have a holistic view of what is occurring in the public domain with regards to their organization and relevant sectors, both domestically and globally.

Through the Console, Definers is able to revolutionize the utilization of media clips by implementing:

- Proprietary advanced search functions
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Ability to pre-load a customized Console with the issues, public figures, and news data relevant to customers, populated in real time
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to the customer's areas of interests, which allow for quick sorting and tracking of customized data streams.
- Delivered through a proprietary web interface which allows for email distribution as well.

6. **Describe the efforts made to ensure that offers are solicited from as many potential sources as practicable:**

A JOFOC and RFI notice will be posted on FedBizOpps (synopsized) and FedConnect for five calendar days.

7. **The contracting officer determines that the anticipated cost to the Government will be fair and reasonable due to the vendor's published rates, or other available price information.**

Yes, the CO has determined the cost to be fair and reasonable based on information received from the contractor.

8. **Description of the market research conducted (see FAR Part 10). If no market research was conducted, state the reasons:**

Leading providers Cision (www.cision.com), Bulletin Intelligence (www.bulletinintelligence.com), and Critical Mention (www.criticalmention.com) do not provide the combined services sought by EPA's Office of Public Affairs.

9. **Other facts supporting the use of other than full and open competition.**

Definers Corp. states that no other service gives their clients the high level and comprehensive search functions that it offers through its customized Console. Clients have the ability to tailor their tags and tailor who from their teams sees those tags. The storage and search functions of the Console are something no other clip service provides because they do not have the Definers proprietary Console.

Approvals –

1) **Project Officer's Certification**
I certify that the facts and representations stated in this justification are complete and accurate which form the basis to award this requirement.

Signature of Technical Officer

TRICIA S. Lynn

Printed name of Technical Officer

Technical Officer's phone number & E-mail address:
202.564.2615 / lynn.tricia@epa.gov

Date: 11/29/2017

2) Contracting Officer's Certification

I certify that this justification is accurate and complete to the best of my knowledge and belief.

Jody Gosnell

Signature of Contracting Officer

Jody Gosnell

Printed name of Contracting Officer

Contracting Officer's phone number and E-mail address: gosnell.jody@epa.gov
202-564-4353

Date: 11/29/17

Statement of Work

Media Support Contract

U.S. Environmental Protection Agency

Background and Purpose:

EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

Scope of Work

EPA requires four basic services:

- delivery, via email and in near-real-time, of media stories involving relevant events, announcements and issues, with trend analysis included;
- delivery, via email, of a once-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis;
- delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor
- delivery, via searchable database, of all past media stories gathered under the other assigned tasks

The selected vendor shall be responsible for obtaining the necessary licenses (via Factiva, Lexis Nexis or similar service) to provide this service to OPA.

Accompanying these deliverables, selected vendor shall provide exceptional customer service, including 24/7 access by EPA to contractor's account managers, analysts, and senior managers, to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.

Deliverables shall:

- include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc.;

- reflect understanding of EPA's mission and interests;
- characterize, when requested, the coverage such that EPA officials can quickly get a sense of how widely various story elements were run and what the general tone is; and
- provide links within the coverage to the original full-text versions and to streaming video of important television as originally broadcast.

All content is to be provided as described within the task descriptions, with the exception of the observed legal holidays below:

- New Year's Day
- Martin Luther King's Birthday Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day (two days: Thanksgiving Day and the day after Thanksgiving)
- Christmas day (two days: These days will vary based on which day of the week Christmas falls and will be worked out between EPA and the contractor.)
- Inauguration Day (when applicable)

At a minimum, the following outlets shall be included in the contractor's search for media clips:

AP
Agri-Pulse
Argus Media
Axios
Bloomberg
Bloomberg BNA
Boston Globe
Breitbart
Business Insider
CNN
Chicago Tribune
Christian Science Monitor
The Daily Caller
E&E News
Financial Times
Forbes
Fox News
The Guardian
The Hill
Hot Air
Independent Journal Review
LA Times
Morning Consult
NPR
NTK Network
NY Times
The Oklahoman
PJ Media
Politico
Reuters
Scientific American
Tulsa World
USA Today
Wall Street Journal
Washington Examiner
Washington Post
Washington Times
Google News Keywords– EPA, Environmental Protection Agency, Scott Pruitt

Tasks and Deliverables:

For Tasks 1 & 2, the contractor shall seek to provide news stories relevant to EPA's mission, and, at a minimum, shall include the following topic areas:

a. Administrator
b. Air
c. Brownfields/Superfund/Other cleanups
d. Budget
e. Climate Change
f. Emergency Response
g. Energy
h. Enforcement
i. Environmental Justice
j. EPA
k. Grants
l. Hazardous waste
m. International environmental agreements and disputes
n. Pesticides
o. Research and Development
p. Rules/Regulations/Policy
q. Toxics/TSCA
r. Trash/recycling/composting/solid waste
s. Tribal environmental issues
t. Water

EPA may modify this topic area list by contacting the contractor as new or additional areas of focus arise.

Task 1 – Deliver, via email, Near Live-Time Coverage of Relevant Individual Media Stories

Deliverables:

The contractor shall deliver comprehensive, near live-time media coverage for high-priority events, announcements or issues. Delivery is to be made in individual emails which also include the name of the media outlet, the full text of the story, a link to the original source, and a brief (1-2 sentences) characterization of the tone of the story, all in an easily-readable, Section 508-compliant format. This "war room" type coverage will include rapid delivery of media stories. Delivery will be to a select list of approximately 30 OPA staff, as provided by OPA. Delivery shall be throughout the day as news stories are published and within 30 minutes of the time of publication. This deliverable shall be available seven days per week, from 8 AM to 11 PM Eastern Time, excluding holidays as defined in this statement of work. Note that, while emails shall typically be delivered with one story per email, multiple entries may be combined in a

single email at the contractor's discretion. In either case, however, the email shall be sent within 30 minutes of all articles' publication.

Name	Due	Acceptance Criteria
Near Live-Time Coverage of Relevant Individual Media Stories	Due seven days per week, excluding holidays, from 8 AM – 11 PM Eastern Time on a rolling basis, throughout the day as news stories are published. All stories shall be sent to the OPA listserv within 30 minutes of publication.	- Individual or combined story entries are delivered to appropriate recipients via email within 30 minutes of article publication. - Selected articles demonstrate an understanding of which issues are important to OPA - Each email includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the story's tone. - Emails are in an easily-readable, Section 508-compliant format. - Updates to the recipient listserv are made within one (1) business day.

Task 2 – Deliver, via E-Mail, Daily Compiled News Coverage of EPA and Environmental Issues, Including Trend Analysis

Deliverables

On Monday through Friday, excluding defined holidays, the contractor shall provide an e-mail compendium of news coverage relevant to EPA and environmental issues. These compendia are due twice daily at 8:00 AM and 3:00 PM Eastern Time. These deliveries shall consist of media stories from print, television and radio outlets. For print stories, the contractor shall provide the article title, full story content, and a link to the original full-text versions. Television and radio stories shall include a title, link, and brief summary of the content.

The compendia shall include all Task 1 and Task 3 materials. The contractor will not be required to deliver any e-mails for this task on Saturdays, Sundays or observed holidays as defined in this statement of work. However, the first Monday and/or post-holiday e-mail delivery under this task shall also include content published since the preceding e-mail delivery on Friday or the day before the holiday, and shall include relevant content from all weekend and/or observed holiday days.

In addition to news clips, the compendia shall also include a trend analysis, to include key metrics such as:

- total volume of media reports;
- average favorability – percent favorable, neutral, and unfavorable;
- leading story focus;
- leading messages;
- leading spokespeople on key messages; and
- leading media type on key messages.

The above represents OPA's best idea of the trend analysis, but specifics will be worked out with the contractor after contract award.

These compendia, including trend analysis, will go to a listserv, maintained by the contractor, of approximately 600 people. Formatting of the compendia is at the discretion of the contractor, but they must be easy to read with a reasonable type and font size, and must be Section 508 compliant.

Name	Due	Acceptance Criteria
Compiled News Coverage of EPA and Environmental Issues	Due no later than 8:00 AM and again at 3:00 PM Eastern Time, Monday through Friday. Note that Monday 8:00 AM edition and any edition following a holiday will include relevant stories published during the time of the weekend and/or holiday.	- Compendia arrive on time and to all recipients on vendor-maintained listserv. - Compendia use reasonable font and type size, and are Section 508 compliant. - Compendia include relevant articles gleaned from the OPA-provided list of key words. - Each compendium includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the story's tone

		for each story included. - Compendia include a trend analysis - Key word updates are incorporated no later than four (4) business hours from the time vendor is informed by OPA of change. - Updates to listserv are made within one (1) business day of time vendor is informed by OPA of changes.

Task 3 - Deliver, via E-mail, Near Live-Time Coverage of High-Priority News Stories

Deliverables

In addition to the daily individual and compiled news coverage in Tasks 1 and 2, the contractor shall provide OPA staff with news stories on breaking news and high priority issues. This content will be limited to high priority issues and/or media outlets as determined on an ongoing basis through discussion between OPA and the contractor. This content is to be delivered on a rolling basis throughout the day as it is published, and within 30 minutes of publication, seven days per week from 8 AM – 11 PM. Emails shall be delivered to an OPA-provided list of approximately 30 individuals, and the list shall be maintained and updated as needed by the contractor.

Emails shall include the name of the media outlet, the full text of the story, a link to the original source, and a brief (1-2 sentences) characterization of the tone of the story, all in an easily-readable, Section 508-compliant format. Note that, while emails shall typically be delivered with one story per email, multiple entries may be combined in a single email at the contractor's discretion. In either case, however, the email must be sent within 30 minutes of all articles' publication.

Name	Due	Acceptance Criteria
Near Live-Time Coverage of High Priority New Stories	Due seven days per week, excluding holidays, from 8 AM – 11 PM Eastern Time on a rolling basis, throughout the	- Individual or combined story entries are delivered to appropriate recipients via email within 30 minutes of

	day as news stories are published. All stories shall be sent to the OPA listserv within 30 minutes of publication.	article publication. - Selected articles reflect both an understanding of which issues are of high priority to OPA, and also the topics determined through discussions between OPA and the vendor. - Each email includes the name of the media outlet. the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the tone of the story in an easily-readable, Section 508- compliant format. - Updates to the list of recipients are made within one (1) business day.

Task 4 – Deliver and Maintain Searchable Database of Past Media Stories

Deliverables

The contractor shall host and provide access to a Section 508-compliant database of all media content collected in carrying out Tasks 1, 2 and 3 of this statement of work. This database shall be accessible to approximately 30 OPA staff and provide them with the ability to search media content by topic, title, media outlet, and reporter name. Access to the database shall be available 24 hours per day, seven days per week, including holidays, with exceptions for scheduled maintenance. Database shall be available within 24 hours of contract award.

Name	Due (if applicable)	Acceptance Criteria
Searchable Database of Past Media Stories	Database shall be live within 24 hours of contract award and shall be updated continuously. Database shall be made available on a 24/7 basis with the exception of scheduled	- Database is available within 24 hours of contract award. - Database is available on a 24/7, seven (7) days per week, including holidays, with the exception of scheduled

	maintenance.	maintenance. - Database includes all media content collected in carrying out Tasks 1, 2, & 3 of this statement of work, and also includes trend analyses from Task 2. - Database is searchable by topic, title, media outlet, and reporter name. - Database is updated continuously. - Database is Section 508 compliant.

Supporting Information

The Period of Performance shall be for one year from date of contract award.

Instructions to Offeror

Vendors shall submit a firm fixed price quote for the required services with a one (1) year base period. Price and technical quotes must be submitted as two distinct files, with the technical quote being no more than 15 pages, excluding past performance information, reésumés, and the requested sample work (see technical approach evaluation factor below). The technical quote must be submitted electronically with standard letter sizing (8½" x 11") and 1 inch margins, and must use a reasonable font and font size, such as Calibri 11.

The price quote must detail pricing for the base period, and must include any necessary licensing fees (Factiva, Lexis Nexis or similar) used to provide the deliverables included in the Statement of Work.

Quotes are due no later than .

Questions regarding this procurement are due no later than. Questions received after that point may not be answered. All questions and offers must be submitted via FedConnect. FedConnect is a web portal that connects agencies and contractors to streamline the process of doing business awith the federal government. There is no charge to use FedConnect. Contractors can register with FedConnect at www.fedconnect.net/FedConnect/. For assistance in registering, or for other FedConnect technical questions, contractors should call the FedConect Help Desk at (800) 899-6665 or email at support@fedconnect.net. Contractors not registered in FedConnect will not be able to respond to this posting.

The point of contact for this procurement is.

Evaluation Factors

The Government will award the Purchase Order based upon "Best Value" methodology using the following evaluation factors. For this requirement, all evaluation factors other than price, when combined, are significantly more important than price. The evaluation criteria, which are in descending order of importance, are as follows:

Factor 1 – Technical Approach: Offers will be evaluated on the extent to which they clearly describe an effective technical approach for accomplishing the tasks and requirements of the SOW, ensuring both quality of service and product and cost efficiencies. The offeror shall clearly describe the purpose, scope, and content of the proposed deliverables that will be produced in implementing the SOW. Additionally, offerors shall include a clear plan for the successful management of the contract. Finally, offerors shall include a comprehensive list of the publications that will be utilized in the performance of the work.

As part of the technical quote, OPA requests a sample of Tasks 1 and 2 (also excluded from the technical approach page limit). Task 1 shall be completed on the day before quotes are due. Task 2 shall be completed on the day quotes are due, no later than 8:00 AM. In

addition, OPA requests to see a live sample of the type of database required under Task 4. A link and any necessary login information should be provided with the quote.

Factor 2 – Past Performance: Offers will be evaluated on the quality of their past performance of projects of similar scope and size, complexity, and results to the requirements of this SOW. Offerors shall describe three (3) projects performed in the last five (5) years. For each reference, the offeror shall describe the scope and dollar value of the project, the offeror's approach to performing the work, the results of the project, the relevance of the work to the requirements of this RFQ, and the impact of the project on the customer's organization. The description shall include client references and contact information for each experience provided. References may be called to verify information.

Factor 3 – Staffing Approach: Offers will be evaluated on the quality, suitability, and probability of success of their proposed staffing plans. Offerors shall describe their staffing approach in the form of a staffing plan. The staffing plan shall include resumes for the personnel proposed for the purchase order. The plan shall describe the role and level of involvement of each proposed team member in implementing the SOW tasks. The plan shall describe the offeror's proposed procedure for replacing personnel when team vacancies occur. If key personnel are proposed, the plan shall identify the actual duration of their proposed assignment(s).

Factor 4 – Price - Offerors will be evaluated on the fairness and reasonableness of their proposed price, which will be compared against the proposed technical solution and the Government independent cost estimate.

The technical proposal will be reviewed, evaluated, and rated in accordance with the above 3 technical evaluation factors according to the following:

US Environmental Protection Agency ratings focus on the ability of the offeror to accomplish the goals outlined in the SOW as well as strengths and weaknesses demonstrated in the offeror's technical plan. Ratings will be assigned to each technical quote by the reviewer(s) based on the criteria above. In the case of more than one reviewer, the ratings will be assigned by consensus.

Adjectival Rating	**Description**
Exceptional	Greatly exceeds all minimum requirements of the criteria; has a high probability of success; contains no weaknesses or deficiencies.

Good	Exceeds all the minimum requirements of the criteria; has an above average probability of success; contains no significant weaknesses and only minor, correctable weaknesses exist.
Acceptable	Meets all the minimum requirements of the criteria; has an average probability of success; no significant weaknesses and any deficiencies can be readily corrected.
Marginal	Fails to meet one or more of the minimum requirements of the criteria; low probability of success; major weaknesses and/or significant number of deficiencies exist.
Unacceptable	Fails to meet any of the minimum requirements of the criteria; proposal needs major revisions; very low probability of success.

Price will not receive an adjectival rating; rather it will be used to determine a successful quote.

Independent Government Cost Estimate

EPA estimates that the cost for this service will be PBI / Ex. 4 for a total of $120,000 for the one-year life of the contract. Specifically:

PBI / Ex. 4

Definers Corp.
1500 Wilson Blvd.
5th Floor
Arlington, VA 22209 US

ADDRESS
United States Environmental
Protection Agency
Office of Public Affairs
Mail Code: 1701A
1200 Pennsylvania Avenue, NW
Washington, DC 20004

ESTIMATE 1001

DATE 12/07/2017

EXPIRATION DATE 12/31/2017

DATE	ACTIVITY	AMOUNT
12/07/2017	Initial fee of console customization and build out based one issues and subjects described in proposal	2,500.00
12/07/2017	Twice daily clip packages & breaking news alerts based on clip volume described in proposal (Email and Console Distribution) - $5,000 Monthly for twelve months 12/07/2017 - 12/06/2018	60,000.00
12/07/2017	Analyst support and access based on clip volume - $2,500 Monthly for twelve months 12/07/2017 - 12/06/2018	30,000.00
12/07/2017	Console maintenance for EPA data based on clip volume - $2,500 Monthly for eleven months 01/07/2018 - 12/06/2018	27,500.00

TOTAL **$120,000.00**

Accepted By

Accepted Date

REQUISITION

PROC ENT REQUEST NO.
PR-OA-17-00132

REQUISITION DATE
07/07/2017

1. NAME, PHONE NUMBER, AND ROUTING SYMBOL OF PERSON TO CONTACT
George Hull/202-564-0790

3. ORIGINATING OFFICE DATA
HPOD

4. ADDITIONAL INFORMATION (Suggested supply sources, security data, etc.)

2. TYPE OF REQUEST (Check one)
A. [X] NEW REQUEST
B. [ ] CHANGE TO PENDING PR NO.
C. [ ] MODIFICATION TO CONTRACT OR ORDER NO.

5. APPROVALS

APPROVING OFFICIALS (A)	ROUTING SYMBOL (B)	DATE (C)	INTERNAL ROUTING INITIALS (D)	INTERNAL ROUTING ROUTING SYMBOL (E)
(1) AUTHORIZED REQUISITIONER Javier Araujo	OA	07/21/2017		
(2) Financial Interface	COTS	07/21/2017		
(3) Mardiko Ellison	OA	07/21/2017		
(4) George Hull	OA	07/21/2017		

6. CONSIGNEE AND DESTINATION
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

7. DATE(S) REQUIRED

8. GOVERNMENT FURNISHED PROPERTY
[ ] YES [X] NO (If "yes," see par. 8 of instructions on next page.)

9. DESCRIPTION OF ITEMS OR SERVICES

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST UNIT (E)	ESTIMATED COST AMOUNT (F)
	Brand Name: N Rec Proc Method: SOLE SOURCE FOB: Destination Period of Performance: 07/07/2017 to 07/07/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funded: PBI / Ex. 4				PBI / Ex. 4
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Continued ...				PBI / Ex. 4

TOTAL ESTIMATED COST
$120,000.00

10. ACCOUNTING DATA
See Schedule

INSTRUC..ONS FOR PREPARATION OF PROCUREMENT REQUEST (PR)

GENERAL - Leave upper right hand corner blank. These spaces are for procurement office use. Complete all applicable blanks.

NAME, PHONE NUMBER AND ROUTING SYMBOL
of person to contact concerning this request.

ITEM 1 -

ITEM 2 - TYPE OF REQUEST
A. Check "New Request" if this is an initial request.

B. If this is a change to a pending PR, check and enter PR number assigned by procurement office.

C. If PR is for modifying an existing order or contract, check box, and enter order or contract number assigned by procurement office.

ITEM 3 - ORIGINATING OFFICE DATA. Enter any internal data needed by the office preparing the PR, such as internal PR number, project or task number etc.

ITEM 4 - ADDITIONAL INFORMATION. Use this space to indicate suggested sources of supply, any applicable security classification, or for other instructions or data.

If the items or services are proposed to be obtained from only one source of supply, furnish a "sole source" justification with the PR.

ITEM 5 - APPROVALS.
COL.A_APPROVING OFFFICIALS. Enter typed name and title for approving officials as indicated below:

(1) Authorized Requisitioner. Signature of person authorized to approve request for procurement action.

(2) - (4) For use as may be required by local instructions.

COL.B_ROUTING SYMBOL. Self-explanatory
COL.C_DATE. Give date of approval.
COL.D AND COL.E_INTERNAL ROUTING. Use these blocks only if internal review and intermediate approvals are required by approving officials.

ITEM 6 - CONSIGNEE AND DESTINATION Enter the name of the consignee and address location where requested items are to be delivered or services are to be performed.

If shipments are to be made to more than one destination, enter words "Multiple Destinations" in this block, and attach a list of the consignee address where shipments are to be made.

ITEM 7 - DATE(S) REQUIRED. Enter the date(s) that re-requested items are required. Do not use "as soon as possible" or similar terms. When the requested items and/or services are required sooner than the normal procurement lead-time would permit, a written justification should be attached to the PR. The justification should state why expedited handling is necessary and the probable results if the indicated delivery date(s) is not met.

ITEM 8 - GOVERNMENT FURNISHED PROPERTY. If "Yes" is checked, describe each item to be furnished by the Government and state its acquisition cost (estimated if unattainable), and state the use to be made of the item(s) by the contractor.

ITEM 9 - DESCRIPTION OF ITEMS OR SERVICES

COL.A__ITEM NO. Enter item numbers in numerical sequence.

COL.B__ITEM OR SERVICE. Identify applicable specifications, drawings, and purchase descriptions, and attach a copy of each. Provide Federal Stock Numbers if known and manufacturer's part number, if applicable.

If a brand name or equal product, state the commercial brand name and model, and set forth those characteristics essential to Government needs.

Furnish any special shipping and routing instructions, and any preservation, packaging, packing, and marking instructions.

Furnish any other instructions, such as inspection and testing requirements

COL.C_QUANTITY. Enter the quantity of each item requested.

COL.D_UNIT. The measure such as "each", or "set"

COL.E_ESTIMATED UNIT COST. Use the most current price available, i.e., the reasonable "going market price," as may be obtainable from commercial catalogs, price lists, bulletins, reports, trade journals and the like.

If the requested item or service has been previously procured, and no other more current pricing data is available, use last known purchase price.

COL.F_ESTIMATED TOTAL COST. Enter the total estimated cost for each item and grand total cost for all items.

ITEM 10 - ACCOUNTING DATA. Enter the appropriations(s) under which funds have been made available, and any other accounting data required.

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	(D)	ESTIMATED COST UNIT PRICE (E)	ESTIMATED COST AMOUNT (F)
	Funded: PBI / Ex. 4				
0003	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-202BD4-2504-1711H71040-004 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 202BD4 Budget (BOC): 2504 DCN - Line ID: 1711H71040-004 Funded: PBI / Ex. 4				PBI / Ex. 4
0004	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-301ME9-2504-1711H71040-005 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 301ME9 Budget (BOC): 2504 DCN - Line ID: 1711H71040-005 Funded: PBI / Ex. 4				PBI / Ex. 4
0005	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-303D99-2504-1711H71040-006 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 303D99 Budget (BOC): 2504 DCN - Line ID: 1711H71040-006 Funded: PBI / Ex. 4				PBI / Ex. 4
0006	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-401CD6-2504-1711H71040-007 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 401CD6 Budget (BOC): 2504 DCN - Line ID: 1711H71040-007 Funded: PBI / Ex. 4				PBI / Ex. 4
0007	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-501E44-2504-1711H71040-008 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 501E44 Budget (BOC): 2504 DCN - Line ID: 1711H71040-008 Continued ...				PBI / Ex. 4

ITEM NO. (A)	ITEM OR SERVICE (Includ... ...ecifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST UNIT PRICE (E)	ESTIMATED COST AMOUNT (F)
	Funded: PBI / Ex. 4				
0008	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-ZZZHF8-2504-1711H71040-009 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): ZZZHF8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-009 Funded: PBI / Ex. 4				PBI / Ex. 4
0009	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-C-11-101FK6XR1-2504-1711H71040-010 BFY: 17 EFY: 18 Fund: C Budget Org: 11 Program (PRC): 101FK6XR1 Budget (BOC): 2504 DCN - Line ID: 1711H71040-010 Funded: PBI / Ex. 4				PBI / Ex. 4
0010	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-T-11-501E52-2504-1711H71040-002 BFY: 17 Fund: T Budget Org: 11 Program (PRC): 501E52 Budget (BOC): 2504 DCN - Line ID: 1711H71040-002 Funded: PBI / Ex. 4				PBI / Ex. 4

Deliberative Process / Ex. 5

INDEPENDENT GOVERNMENT COST ESTIMATE
Media Monitoring Services Support

definers
PUBLIC AFFAIRS

To: Interested Parties
From: Joe Pounder, President, Definers Public Affairs
Julia Cotrone, Special Assistant, Definers Public Affairs
Will Schenkel, VP, Definers Public Affairs
Date: December 7th, 2017
Subject: EPA Media Support Proposal

---

1) Overall Scope:

Definers Public Affairs can provide the EPA's Office of Public Affairs (OPA) with comprehensive media monitoring services and analysis focused on alerting the team to developing news stories, building compendiums twice a day on issues you have identified. With analysts on the ground in Washington D.C. and the Bay Area, Definers Public Affairs is able to provide comprehensive media monitoring of coherent information on environmental issues, and EPA actions and policies around the clock.

2) *Media Monitoring Scope:*

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are enclosed.

The monitoring will focus on stories about Administrator Pruitt and the EPA outlined in the proposal section below. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.
To achieve this Definers will provide the EPA 4 basic services:

- **2A)** delivery, via email, of a twice-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis
- **2B)** delivery, via email and in near-real-time, of media stories involving events, announcements and issues directly relevant to the EPA, with trend analysis included;
- **2C)** delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor.
- **2D)** delivery, via searchable database, of stories gathered under the other assigned tasks as of contract start date.

3) **Proposal:**

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on alerting your team to news stories as they break and develop from English-language sources.

3A) This monitoring would include all print and online sources, national and local TV, and key influencers on social media relating to:

- Administrator
- Brownfields/Superfund/Other cleanups
- Environmental Justice
- Environmental activists
- EPA
- International environmental agreements and disputes
- Toxics/TSCA
- Tribal environmental issues

The following subjects will also be monitored & alerted when directly mentioning or relevant the Administrator or the EPA:

- Budget
- Climate Change
- Emergency Response
- Energy
- Enforcement
- Grants
- Hazardous waste
- Pesticides
- Research and Development
- Rules/Regulations/Policy
- Trash/recycling/composting/solid waste

3B) The monitoring program for the subjects outlined above would incorporate two tracks:

i. **On a daily basis**, stories would be compiled into **morning and evening matrices** of issues identified by your team. The matrix will include a brief summary and analysis as to the coverage. Throughout the day, Definers will alert major stories that our analysts deem pertinent to your strategic objectives, and follow them as they develop, circulate, and gain traction.

ii. **In a breaking news situation,** Definers media analysts will work hand-in-hand with your team to monitor for news stories and how they spread throughout the media. Our analysts will provide a quick analysis when needed that identifies what environmental companies are saying, whether stories are positive/negative, and whether or not they incorporate your company's perspective. This quick analysis will help your team more effectively respond to developing news.

3C) Through Definers Console-based war room system the EPA team can be automatically notified via e-mail of news alerts and they can also login and go through the alerts in one convenient location. The Console

includes a robust search function that will enable your team to quickly find and filter the stories alerted by Definers.

The EPA will have the ability to use the Definers Console for:

- Proprietary advanced search functions within the clips
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of your customized data streams.
- Delivered through our proprietary web interface which allows for email distribution as well.

3D) In order to achieve these task Definers will obtain/maintain subscriptions or licenses for:

- Nexis Lexis
- TV Eyes
- SnapStream
- AP
- Agri-Pulse
- Argus Media
- Axios
- Bloomberg
- Bloomberg BNA
- Boston Globe
- Breitbart
- Business Insider
- CNN
- Chicago Tribune
- Christian Science Monitor
- CQ Roll Call
- The Daily Caller
- E&E News
- Financial Times
- Forbes
- Fox News
- The Guardian
- The Hill
- Think Progress
- Hot Air
- Huffington Post
- Independent Journal Review
- LA Times
- Morning Consult
- Mother Jones
- New Republic
- NPR

- NTK Network
- NY Times
- The Oklahoman
- PJ Media
- Politico Pro
- Politico
- Reuters
- Scientific American
- Tulsa World
- USA Today
- Youtube
- Wall Street Journal
- Washington Examiner
- Washington Post
- Washington Times

3E) Once contracted EPA will have unlimited access to Definers account managers & to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.

4) **Definers Estimated Cost:**

To accomplish your objectives, we anticipate a cost of **$120,000 over 12 months.** A monthly cost of PBI / Ex. 4 for the Console and Support –see below:

Monthly Cost Breakdown:

PBI / Ex. 4 = Unlimited access to custom built and proprietary Definers Console with breaking news and clip package distribution

PBI / Ex. 4 = One month of analyst support and access based on clip volume (outlined in section 3)

Sample Matrix/Compendium

EPA Clips
May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", Iowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside $12 Million For Buyouts In Coming Months", Washington Post, 5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!'", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over $4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

TV/Radio
5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social
@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

@RepStefanik: "Sent a letter to the EPA expressing my concerns over the dismissal of members of the Board of Scientific Counselors… It's critical that the EPA continues to use the highest quality research when making policy decisions."

@Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"

@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n…"

@AGRutledge: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working. arkansasag.gov/media-center/n..."

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules
Reuters
By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are

necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.
"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done,'" Ebell said.
In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.
"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.
A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency
Fox & Friends
May 17, 2017
http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning. Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

Steve: That crosses both Democrat and Republican administrations.

Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country. the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

Administrator Pruitt: Possibly, yes. And that's why it's so important to focus the core of the mission on those areas. This president is a doer, an action oriented leader. the past administration talked a lot. this administration is actually taking steps to do things to clean up the environment. We're focusing on those areas you mentioned.

Brian: super fund sites that need to be cleaned up. What's your first target?

Administrator Pruitt: We are very focused on Westlake. I was in East Chicago about three weeks ago. a site that has lead as well.

Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house. this is what the American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership. and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

Administrator Pruitt: Clean up these sites. set a goal and say 1322 sites unacceptable. 27 years to make a decision is unacceptable. Let's get St. Louis cleaned up.

Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.

Scott, Elaine

From: Quarles, Michael
Sent: Tuesday, January 09, 2018 11:12 AM
To: Scott, Elaine
Subject: Fwd: Updated Docs for PR-OA-17-00132 NEWS SVC
Attachments: Definers Cost Breakdown/Letter; ATT00001.htm

Quote

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 1104A
(202) 343-9970

Begin forwarded message:

From: "Lynn, Tricia" <lynn.tricia@epa.gov>
Date: November 16, 2017 at 1:37:52 PM EST
To: "Dews, Donna" <Dews.Donna@epa.gov>, "Quarles, Michael" <Quarles.Michael@epa.gov>, "Gosnell, Jody" <Gosnell.Jody@epa.gov>
Cc: "Grantham, Nancy" <Grantham.Nancy@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Donna—

I apologize...I thought you just needed that so I could put it in the IGCE. Please see the attached email, wherein Definers quotes a price.

That said, Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Thanks!

--Tricia

From: Dews, Donna
Sent: Thursday, November 16, 2017 1:28 PM
To: Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>; Gosnell, Jody <Gosnell.Jody@epa.gov>
Cc: Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC
Importance: High

Hi All

I am still reviewing documents submitted (JOFOC and SOW) but we still need that Quote from the contractor (Definers). If you sent and I missed, I apologize. Again Thanks.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Lynn, Tricia
Sent: Monday, November 13, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>; Gosnell, Jody <Gosnell.Jody@epa.gov>
Cc: Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Hi all—

Here's the SOW with the instructions, evaluation, and IGCE included at the end. I'm still waiting for a bit of information from Definers to complete the JOFOC, but I'll send it as soon as I have it.

Thanks everyone!

--Tricia

From: Dews, Donna
Sent: Thursday, November 02, 2017 11:48 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Michael

Thank you.

Donna Dews
Contract Specialist

US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Thursday, November 02, 2017 11:44 AM
To: Grantham, Nancy <Grantham.Nancy@epa.gov>; Dews, Donna <Dews.Donna@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Hello,

I will be attaching this document in lieu of FITARA. Thank you.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Grantham, Nancy
Sent: Thursday, November 02, 2017 9:31 AM
To: Dews, Donna <Dews.Donna@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Thanks .. I think Deliberative Process / Ex. 5
Deliberative Process / Ex. 5

Thanks all

Nancy Grantham
Office of Public Affairs
US Environmental Protection Agency
202-564-6879 (desk)
Personal Phone / Ex. 6 **(mobile)**

From: Dews, Donna
Sent: Thursday, November 02, 2017 9:30 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: Updated Docs for PR-OA-17-00132 NEWS SVC

Hi All

I appreciate everyone coming out so we can continue to progress toward this solicitation. Per our meeting this week Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5 Please let Jody or I know if you need further information or any questions for JOFOC or any of these other attachments. Again Thanks.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

Scott, Elaine

From: Julia Cotrone <jcotrone@definerscorp.com>
Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

-Advanced search functions
-Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
-Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
-Human analysis
-Coverage throughout the day
-Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
-Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,
Julia Cotrone
Special Assistant
Definers Public Affairs

Cost Breakdown
7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency

-News Alerts throughout the day from online, print, and TV sources
-Matrices
-Relevant breaking news

--

Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

Statement of Work

Media Support Contract

U.S. Environmental Protection Agency

Background and Purpose:

EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

Scope of Work

EPA requires four basic services:

- delivery, via email and in near-real-time, of media stories involving relevant events, announcements and issues, with trend analysis included;
- delivery, via email, of a once-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis;
- delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor
- delivery, via searchable database, of all past media stories gathered under the other assigned tasks

The selected vendor shall be responsible for obtaining the necessary licenses (via Factiva, Lexis Nexis or similar service) to provide this service to OPA.

Accompanying these deliverables, selected vendor shall provide exceptional customer service, including 24/7 access by EPA to contractor's account managers, analysts, and senior managers, to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.

Deliverables shall:

- include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc.;

- reflect understanding of EPA's mission and interests;
- characterize, when requested, the coverage such that EPA officials can quickly get a sense of how widely various story elements were run and what the general tone is; and
- provide links within the coverage to the original full-text versions and to streaming video of important television as originally broadcast.

All content is to be provided as described within the task descriptions, with the exception of the observed legal holidays below:

- New Year's Day
- Martin Luther King's Birthday Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day (two days: Thanksgiving Day and the day after Thanksgiving)
- Christmas day (two days: These days will vary based on which day of the week Christmas falls and will be worked out between EPA and the contractor.)
- Inauguration Day (when applicable)

At a minimum, the following outlets shall be included in the contractor's search for media clips:

AP
Agri-Pulse
Argus Media
Axios
Bloomberg
Bloomberg BNA
Boston Globe
Breitbart
Business Insider
CNN
Chicago Tribune
Christian Science Monitor
The Daily Caller
E&E News
Financial Times
Forbes
Fox News
The Guardian
The Hill
Hot Air
Independent Journal Review
LA Times
Morning Consult
NPR
NTK Network
NY Times
The Oklahoman
PJ Media
Politico
Reuters
Scientific American
Tulsa World
USA Today
Wall Street Journal
Washington Examiner
Washington Post
Washington Times
Google News Keywords– EPA, Environmental Protection Agency, Scott Pruitt

Tasks and Deliverables:

For Tasks 1 & 2, the contractor shall seek to provide news stories relevant to EPA's mission, and, at a minimum, shall include the following topic areas:

a. Administrator
b. Brownfields/Superfund/Other cleanups
c. Budget
d. Climate Change
e. Emergency Response
f. Energy
g. Enforcement
h. Environmental Justice
i. EPA
j. Grants
k. Hazardous waste
l. International environmental agreements and disputes
m. Pesticides
n. Research and Development
o. Rules/Regulations/Policy
p. Toxics/TSCA
q. Trash/recycling/composting/solid waste
r. Tribal environmental issues

EPA may modify this topic area list by contacting the contractor as new or additional areas of focus arise.

Task 1 – Deliver, via email, Near Live-Time Coverage of Relevant Individual Media Stories

Deliverables:

The contractor shall deliver comprehensive, near live-time media coverage for high-priority events, announcements or issues. Delivery is to be made in individual emails which also include the name of the media outlet, the full text of the story, a link to the original source, and a brief (1-2 sentences) characterization of the tone of the story, all in an easily-readable, Section 508-compliant format. This "war room" type coverage will include rapid delivery of media stories. Delivery will be to a select list of approximately 30 OPA staff, as provided by OPA. Delivery shall be throughout the day as news stories are published and within 30 minutes of the time of publication. This deliverable shall be available seven days per week, from 8 AM to 11 PM Eastern Time, excluding holidays as defined in this statement of work. Note that, while emails shall typically be delivered with one story per email, multiple entries may be combined in a single email at the contractor's discretion. In either case, however, the email shall be sent within 30 minutes of all articles' publication.

Name	Due	Acceptance Criteria
Near Live-Time Coverage of Relevant Individual Media Stories	Due five days per week, excluding holidays, from 8 AM – 11 PM Eastern Time on a rolling basis, throughout the day as news stories are published. All stories shall be sent to the OPA listserv within 30 minutes of publication.	- Individual or combined story entries are delivered to appropriate recipients via email. - Selected articles demonstrate an understanding of which issues are important to OPA - Each email includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the story's tone. - Emails are in an easily-readable, Section 508-compliant format. - Updates to the recipient listserv are made within one (1) business day.

Task 2 – Deliver, via E-Mail, Daily Compiled News Coverage of EPA and Environmental Issues, Including Trend Analysis

Deliverables

On Monday through Friday, excluding defined holidays, the contractor shall provide an e-mail compendium of news coverage relevant to EPA and environmental issues. These compendia are due twice daily at 8:00 AM and 3:00 PM Eastern Time. These deliveries shall consist of media stories from print, television and radio outlets. For print stories, the contractor shall provide the article title, full story content, and a link to the original full-text versions. Television and radio stories shall include a title, link, and brief summary of the content.

The compendia shall include all Task 1 and Task 3 materials. The contractor will not be required to deliver any e-mails for this task on Saturdays, Sundays or observed holidays as defined in this statement of work. However, the first Monday and/or post-holiday e-mail

delivery under this task shall also include content published since the preceding e-mail delivery on Friday or the day before the holiday, and shall include relevant content from all weekend and/or observed holiday days.

In addition to news clips, the compendia shall also include a trend analysis, to include key metrics such as:

- total volume of media reports;
- average favorability – percent favorable, neutral, and unfavorable;
- leading story focus;
- leading messages;
- leading spokespeople on key messages; and
- leading media type on key messages.

The above represents OPA's best idea of the trend analysis, but specifics will be worked out with the contractor after contract award.

These compendia, including trend analysis, will go to a listserv, maintained by the contractor, of approximately 600 people. Formatting of the compendia is at the discretion of the contractor, but they must be easy to read with a reasonable type and font size, and must be Section 508 compliant.

Name	Due	Acceptance Criteria
Compiled News Coverage of EPA and Environmental Issues	Due no later than 8:00 AM and again at 3:00 PM Eastern Time, Monday through Friday. Note that Monday 8:00 AM edition and any edition following a holiday will include relevant stories published during the time of the weekend and/or holiday.	- Compendia arrive on time and to all recipients on vendor-maintained listserv. - Compendia use reasonable font and type size, and are Section 508 compliant. - Compendia include relevant articles gleaned from the OPA-provided list of key words. - Each compendium includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the story's tone for each story included.

		- Compendia include a trend analysis - Key word updates are incorporated no later than four (4) business hours from the time vendor is informed by OPA of change. - Updates to listserv are made within one (1) business day of time vendor is informed by OPA of changes.

Task 3 - Deliver, via E-mail, Near Live-Time Coverage of High-Priority News Stories

Deliverables

In addition to the daily individual and compiled news coverage in Tasks 1 and 2, the contractor shall provide OPA staff with news stories on breaking news and high priority issues. This content will be limited to high priority issues and/or media outlets as determined on an ongoing basis through discussion between OPA and the contractor. This content is to be delivered on a rolling basis throughout the day as it is published, and within 30 minutes of publication, seven days per week from 8 AM – 11 PM. Emails shall be delivered to an OPA-provided list of approximately 30 individuals, and the list shall be maintained and updated as needed by the contractor.

Emails shall include the name of the media outlet, the full text of the story, a link to the original source, and a brief (1-2 sentences) characterization of the tone of the story, all in an easily-readable, Section 508-compliant format. Note that, while emails shall typically be delivered with one story per email, multiple entries may be combined in a single email at the contractor's discretion. In either case, however, the email must be sent within 30 minutes of all articles' publication.

Name	Due	Acceptance Criteria
Near Live-Time Coverage of High Priority New Stories	Due seven days per week, excluding holidays, from 8 AM – 11 PM Eastern Time on a rolling basis, throughout the day as news stories are	- Individual or combined story entries are delivered to appropriate recipients via email within 30 minutes of article publication.

	published. All stories shall be sent to the OPA listserv within 30 minutes of publication.	- Selected articles reflect both an understanding of which issues are of high priority to OPA, and also the topics determined through discussions between OPA and the vendor. - Each email includes the name of the media outlet. the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the tone of the story in an easily-readable, Section 508- compliant format. - Updates to the list of recipients are made within one (1) business day.

Supporting Information

The Period of Performance shall be for one year from date of contract award.

Scott, Elaine

From: Quarles, Michael
Sent: Tuesday, January 09, 2018 11:22 AM
To: Scott, Elaine
Subject: Fwd: Updated Docs for PR-OA-17-00132 NEWS SVC
Attachments: SOW.Final.11.08.17.docx; ATT00001.htm

Eval in SOW

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 1104A
(202) 343-9970

Begin forwarded message:

> **From:** "Lynn, Tricia" <lynn.tricia@epa.gov>
> **Date:** November 13, 2017 at 11:47:59 AM EST
> **To:** "Dews, Donna" <Dews.Donna@epa.gov>, "Quarles, Michael" <Quarles.Michael@epa.gov>, "Gosnell, Jody" <Gosnell.Jody@epa.gov>
> **Cc:** "Grantham, Nancy" <Grantham.Nancy@epa.gov>
> **Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC**
>
> Hi all—
>
> Here's the SOW with the instructions, evaluation, and IGCE included at the end. I'm still waiting for a bit of information from Definers to complete the JOFOC, but I'll send it as soon as I have it.
>
> Thanks everyone!
>
> --Tricia
>
> **From:** Dews, Donna
> **Sent:** Thursday, November 02, 2017 11:48 AM
> **To:** Quarles, Michael <Quarles.Michael@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
> **Cc:** Gosnell, Jody <Gosnell.Jody@epa.gov>
> **Subject:** RE: Updated Docs for PR-OA-17-00132 NEWS SVC
>
> Michael

Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Thursday, November 02, 2017 11:44 AM
To: Grantham, Nancy <Grantham.Nancy@epa.gov>; Dews, Donna <Dews.Donna@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Hello,

I will be attaching this document in lieu of FITARA. Thank you.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Grantham, Nancy
Sent: Thursday, November 02, 2017 9:31 AM
To: Dews, Donna <Dews.Donna@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Thanks .. I think **Deliberative Process / Ex. 5**

Deliberative Process / Ex. 5

Thanks all

Nancy Grantham
Office of Public Affairs

US Environmental Protection Agency
202-564-6879 (desk)
Personal Phone / Ex. 6 mobile)

From: Dews, Donna
Sent: Thursday, November 02, 2017 9:30 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: Updated Docs for PR-OA-17-00132 NEWS SVC

Hi All

I appreciate everyone coming out so we can continue to progress toward this solicitation. Per our meeting this week Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5 Please let Jody or I know if you need further information or any questions for JOFOC or any of these other attachments. Again Thanks.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

Statement of Work

Media Support Contract

U.S. Environmental Protection Agency

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

definers

Definers Corp.
1500 Wilson Blvd.
5th Floor
Arlington, VA 22209 US

ADDRESS
United States Environmental
Protection Agency
Office of Public Affairs
Mail Code: 1701A
1200 Pennsylvania Avenue, NW
Washington, DC 20004

ESTIMATE 1001

DATE 12/07/2017

EXPIRATION DATE 12/31/2017

DATE	ACTIVITY	AMOUNT
01/01/2018	Initial fee of console customization and build out based one issues and subjects described in proposal	2,500.00
01/01/2018	Twice daily clip packages & breaking news alerts based on clip volume described in proposal (Email and Console Distribution) - $5,000 Monthly for twelve months 01/01/2018 - 12/31/2018	60,000.00
01/01/2018	Analyst support and access based on clip volume - $2,500 Monthly for twelve months 01/01/2018 - 12/31/2018	30,000.00
01/01/2018	Console maintenance for EPA data based on clip volume - $2,500 Monthly for eleven months 02/01/2018 - 12/31/2018	27,500.00

TOTAL **$120,000.00**

Accepted By

Accepted Date

Justification for Other than Full and Open Competition (JOFOC)

Authority: 41 U.S.C. 253(c) , FAR PART 6.3

1. **Agency:** U.S. Environmental Protection Agency
   Contracting Activity: Office of Acquisition Management – Headquarters Procurement Operations Division
   Contractor: Definers Corp

2. **Nature and/or description of the action:**

   EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

3. **Description of the Supplies or Services:**

   This is a sole source procurement subscription for a media support service. The service provides EPA with: 1) Intensive, near live-time "war room" coverage of media stories for specific topics, events or announcements; 2) access to a searchable database of past media content on EPA issues and topics; 3) a twice-daily compilation of news articles delivered once each business day by e-mail; and 4) high profile, breaking news stories during the day, delivered by e-mail. This service is vital to support the ability of EPA's Office of Public Affairs to fully monitor and respond quickly to breaking media coverage, which in turn supports EPA's ability to accurately provide information to the public on environmental and regulatory matters. This service also directly supports the Administrator and other senior EPA officials by providing them with timely updates on media stories.

- Period of performance: One year from date of contract award
- DUNS: 076234313
- Proposed Source: Definers Corp.

Contacts:
Joe Pounder, President

Personal Privacy / Ex. 6

Personal Privacy / Ex. 6

4. **Authority:** [Check appropriate exception.]

[X] Only One Responsible Source
Authority: 41 U.S.C. 253 (c) (1)
FAR Cite: FAR 6.302-1

5. **Describe how the contractor's unique qualifications or the nature of the acquisition requires use of the authority cited:**

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. It allows organizations to have a holistic view of what is occurring in the public domain with regards to their organization and relevant sectors, both domestically and globally.

Through the Console, Definers is able to revolutionize the utilization of media clips by implementing:

- Proprietary advanced search functions
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Ability to pre-load a customized Console with the issues, public figures, and news data relevant to customers, populated in real time
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to the customer's areas of interests, which allow for quick sorting and tracking of customized data streams.
- Delivered through a proprietary web interface which allows for email distribution as well.

6. **Describe the efforts made to ensure that offers are solicited from as many potential sources as practicable:**

A JOFOC and RFI notice will be posted on FedBizOpps (synopsized) and FedConnect for five calendar days.

7. **The contracting officer determines that the anticipated cost to the Government will be fair and reasonable due to the vendor's published rates, or other available price information.**

Yes, the CO has determined the cost to be fair and reasonable based on information received from the contractor.

8. **Description of the market research conducted (see FAR Part 10). If no market research was conducted, state the reasons:**

Leading providers Cision (www.cision.com), Bulletin Intelligence (www.bulletinintelligence.com), and Critical Mention (www.criticalmention.com) do not provide the combined services sought by EPA's Office of Public Affairs.

9. **Other facts supporting the use of other than full and open competition.**

Definers Corp. states that no other service gives their clients the high level and comprehensive search functions that it offers through its customized Console. Clients have the ability to tailor their tags and tailor who from their teams sees those tags. The storage and search functions of the Console are something no other clip service provides because they do not have the Definers proprietary Console.

Approvals –

1) **Project Officer's Certification**
I certify that the facts and representations stated in this justification are complete and accurate which form the basis to award this requirement.

	TRICIA S. LYNN
Signature of Technical Officer	**Printed name of Technical Officer**

Technical Officer's phone number & E-mail address:
202.564.2615 / lynn.tricia@epa.gov

Date: 11/29/2017

2) Contracting Officer's Certification

I certify that this justification is accurate and complete to the best of my knowledge and belief.

Jody Gosnell

Signature of Contracting Officer

Jody Gosnell

Printed name of Contracting Officer

Contracting Officer's phone number and E-mail address: gosnell.jody@epa.gov
202-564-4353

Date: 11/29/17

Dews, Donna

From: Dews, Donna
Sent: Thursday, December 14, 2017 2:02 PM
To: Stewart, Keith
Cc: Brown, Rayna; Gosnell, Jody; Plater, Lottie; Wilson, Jessica; Scott, Elaine
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002

Hi Keith/Rayna

See below.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Wednesday, December 06, 2017 9:40 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: RE: Response to Sole Source Notification: 68HE0H18B0002

Hello Donna,

Please see our statement below regarding the capabilities of TechMIS for our contract. Let me know if you need anything else.

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. Definers also offers War Room Services which allows them to function in real time to identify and react immediately to opportunities arising out of the news cycle and to flag potential challenges and crises before they escalate. Finally, Definers offers best practices from political and issue campaigns as well as private sector disputes. They have analysts from diverse backgrounds to cover a wide array of sectors. TechMIS albeit a new clips company does not reach the level of capable services we requires in this contract.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Dews, Donna
Sent: Tuesday, December 05, 2017 11:49 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

Hi Michael

See below.

Please send a kind note after reviewing their capability statement as to why you are doing a Sole Source for your Media Support and Analysis and copy me for our contract documentation records so we can avoid possible a protest.

You can use your description off of your JOFOC as a starting point to support your reasoning.

Also send a note to:

Personal Privacy / Ex. 6

I can forward the above individual emails (Ben and Armand) to see what they were requesting from you or you can just let them know this was just to inform them of your office's intent to sole source, since no capability statement was sent. It is up to you if you want to send them the finalized SOW.

Per our phone conversation yesterday and our request via email, please get a quote from Definer's and a Capability Statement. I do not believe the Cost Breakdown is adequate documentation for our records. A quote – defines the items being purchased, the price per item, terms and conditions and an expiration date and the period of performance, instead of 1 year define as 12 months.

Again, Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460

202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Burt Squires - TechMIS [mailto:burt.squires@techmis.com]
Sent: Wednesday, November 29, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Subject: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

TechMIS LLC is submitting the following response to solicitation 68HE0H18B0002 posted on the FBO as a Sole Source Notification on 11/29/17. We have the capability to perform all functions described in this solicitation in house.

PBI / Ex. 4

We request that the Government not award this contract without competition. PBI / Ex. 4

PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

Any and all questions about this response should be addressed to the following: Burt Squires, Vice President of TechMIS LLC at 12208 Woodlands Circle, Dade City, FL 33525. Mr. Squires has both signature and negotiation authority for this response. Mr. Squires can be contacted at 717-324-1342 or via email at burt.squires@techmis.com.

Regards,

Steven Mains, PhD	Burton J. Squires	Harvey Glasgow
CEO & Managing Partner	Vice President & Partner	Controller, FSO & Partner

Dews, Donna

From: Burt Squires - TechMIS <burt.squires@techmis.com>
Sent: Wednesday, November 29, 2017 11:48 AM
To: Dews, Donna
Subject: Response to Sole Source Notification: 68HE0H18B0002
Attachments: EPA Media Support - News Analysis Service (68HE0H18B0002).pdf

Importance: High

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

TechMIS LLC is submitting the following response to solicitation 68HE0H18B0002 posted on the FBO as a Sole Source Notification on 11/29/17. We have the capability to perform all functions described in this solicitation in house.

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Regards,

Steven Mains, PhD	Burton J. Squires	Harvey Glasgow
CEO & Managing Partner	Vice President & Partner	Controller, FSO & Partner

TechMIS LLC

Response to:

Media Support/News Analysis Service
U.S. Environmental Protection Agency (EPA)

Response to Sole Source Notification: 68HE0H18B0002

29 November 2017

Submitted by:

TechMIS LLC
12208 Woodlands Circle
Dade City, FL 33525
Phone: 813-494-6050
Fax: 813-793-4885

For info: steven.mains@techmis.com or burt.squires@techmis.com or harvey.glasgow@techmis.com

DUNS 135665169 (Service Disabled Veteran Owned Small Business)
CAGE Code: 3L8X7
Taxpayer Identification Number (TIN): 59-3671822

Authorized to Negotiate and Sign:

Dr. Steven Mains	Burt Squires	Harvey Glasgow
CEO, TechMIS LLC	Vice President, TechMIS LLC	Controller, FSO, TechMIS LLC
steven.mains@techmis.com	burt.squires@techmis.com	harvey.glasgow@techmis.com
Phone: 757-814-3598	Phone: 717-324-1342	Phone: 813-494-6050

This response includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this response. However, if a contract is awarded to this offeror as a result of - or in connection with - the submission of these data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. The data subject to this restriction are contained in all sheets of the response.

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

TechMIS LLC is submitting the following response to solicitation 68HE0H18B0002 posted on the FBO as a Sole Source Notification on 11/29/17. We have the capability to perform all functions described in this solicitation in house.

PBI / Ex. 4

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PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

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Regards,

Steven Mains, PhD	Burton J. Squires	Harvey Glasgow
CEO & Managing Partner	Vice President & Partner	Controller, FSO & Partner

Table of Contents

Executive Summary 4
TechMIS Overview 4
SAM Registration 5
TechMIS Reps and Certs & NAICS/PCS codes 5

PBI / Ex. 4

Executive Summary

TechMIS has extensive in-house capability and significant experience providing News Briefing support to top-tier U.S. Government customers.

PBI / Ex. 4

TechMIS Overview

Company Information: Technology - Management & Innovative Solutions, LLC 12208 Woodlands Circle Dade City, FL 33525 www.techmis.com Year Incorporated: 2000 CEO & Managing Partner: Steven Mains, PhD (757) 814-3598 Office (813) 793-4885 Fax steven.mains@techmis.com	Technical Contacts: Burt Squires Vice President (717) 324-1342 burt.squires@techmis.com Harvey Glasgow Controller, FSO (813) 494-6050 harvey.glasgow@techmis.com
Business Size/Status: Certified by the Small Business Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB) Average Revenues for the past 5 years: $6M.	Identifying Information DUNS Number: 135665169 Cage Code: 3L8X7 Tax Id Number: 59-3671822 Company Structure: Corporation Registered in SAM.gov (as a SDVOSB)

PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

Media Support/News analysis service

Solicitation Number: 68HE0H18B0002
Agency: Environmental Protection Agency
Office: Office of Acquisition Management (OAM)
Location: EPA/Headquarters (HPOD & SRRPOD)

Original Synopsis
Nov 29, 2017
10:20 am

Return To Opportunities List

Solicitation Number: 68HE0H18B0002

Notice Type: Special Notice

Synopsis:
Added: Nov 29, 2017 10:20 am
Sole Source Notification for News analysis and brief service focusing on EPA work and other topics of interest to EPA. The intended awardee is Definers Corp, 1500 Wilson Blvd #5, Arlington, VA 22209-2458 - Phone# 571-290-5461

Additional Info:
Click here to see more information about this opportunity on FedConnect

Contracting Office Address:
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington
DC
20460
USA

Point of Contact(s):
Dews, Donna

Return To Opportunities List

GENERAL INFORMATION

Notice Type:
Special Notice

Posted Date:
November 29, 2017

Response Date:
-

Archiving Policy:
Automatic, on specified date

Archive Date:
December 11, 2017

Original Set Aside:
N/A

Set Aside:
N/A

Classification Code:
76 -- Books, maps & other publications

NAICS Code:
541 -- Professional, Scientific, and Technical Services/541820 -- Public Relations Agencies

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR-OA-17-00132
PAGE 1 OF 23

2. CONTRACT NO.
3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER: EP-18-H-000021
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL
a. NAME: Donna Dews
b. TELEPHONE NUMBER (No collect calls): 202-564-6752
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: CODE HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS: [X] UNRESTRICTED OR [ ] SET ASIDE % FOR
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS
WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
EDWOSB
NAICS 5418
SIZE STANDARD

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
SEE SCHEDULE
12. DISCOUNT TERMS
[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING
14. METHOD OF SOLICITATION: [ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO: CODE HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

16. ADMINISTERED BY: CODE HPOD
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17. CONTRACTOR OFFEROR: CODE 076234313 FACILITY CODE
FINERY CORP
[illegible]
[illegible]
[illegible] VA 22205
TELEPHONE NO. 571 9[illegible]

18a. PAYMENT WILL BE MADE BY: CODE RTP FMC
RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
Durham NC 27711

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 076234313 Initial fee of console customization & Build out based one issues and subjects described in p PBI / Ex. 4 Twice daily clip packages & breaking news alerts based on clip volume described in proposal PBI / Ex. 4 Daily support and access based on clip volume - PBI / Ex. 4 Console Maintenance for EPA data based on clip volume - PBI / Ex. 4 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: Schedule
26. TOTAL AWARD AMOUNT (For Govt. Use Only): $120,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR: [signature]
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): [signature]

30b. NAME AND TITLE OF SIGNER (Type or print): JOSEPH POUNDER, PRESIDENT
30c. DATE SIGNED: 12/7/17
31b. NAME OF CONTRACTING OFFICER (Type or print): [illegible]
31c. DATE SIGNED: 12/7/17

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Max Expire Date: 12/06/2018 Period of Performance: 12/07/2017 to 12/06/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funding Flag: Complete Funded: PBI / Ex. 4				
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Funding Flag: Complete Funded: PBI / Ex. 4				
	Continued ...				

32a QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED _____

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c DATE	32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33 SHIP NUMBER	34 VOUCHER NUMBER	35 AMOUNT VERIFIED CORRECT FOR	36 PAYMENT	37 CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38 S/R ACCOUNT NUMBER	39 S/R VOUCHER NUMBER	40 PAID BY		

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a RECEIVED BY (Print)
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c DATE	42b RECEIVED AT (Location)
		42c DATE REC'D (YY/MM/DD) / 42d TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2-2012) BACK

SOLICITATION/CONTRACT/ORDER FC OMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR-OA-17-00132
PAGE 1 OF 23

2. CONTRACT NO.
3. AWARD/ EFFECTIVE DATE
4. ORDER NUMBER: EP-18-H-000025
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Donna Dews
b. TELEPHONE NUMBER (No collect calls): 202-564-6752
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS: [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8(A)
NAICS: 541820
SIZE STANDARD: $15.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [ ] SEE SCHEDULE
12. DISCOUNT TERMS
[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING
14. METHOD OF SOLICITATION [ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

16. ADMINISTERED BY CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a. CONTRACTOR/ OFFEROR CODE 076234313 FACILITY CODE

DEFINERS CORP
Attn: Julia Cotrone
1500 Wilson Blvd
#5
Arlington VA 22209

TELEPHONE NO. 5712905461

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE RTP FMC

RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
Durham NC 27711

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 076234313 Initial fee of console customization & Build out based one issues and subjects described in proposal : PBI / Ex. 4 Twice daily clip packages & breaking news alerts based on clip volume described in proposal _ PBI / Ex. 4 Analyst Support and access based on clip volume - PBI / Ex. 4 Console Maintenance for EPA data based on clip PBI / Ex. 4 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $120,000.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.
[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*
30c. DATE SIGNED
31b. NAME OF CONTRACTING OFFICER *(Type or print)*: ELAINE SCOTT
31c. DATE SIGNED: 12/7/17

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STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Max Expire Date: 12/06/2018 Period of Performance: 12/07/2017 to 12/06/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-202BD4-2504-1711H71040-004 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 202BD4 Budget (BOC): 2504 DCN - Line ID: 1711H71040-004 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0004	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-301ME9-2504-1711H71040-005 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 301ME9 Budget (BOC): 2504 DCN - Line ID: 1711H71040-005 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0005	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-303D99-2504-1711H71040-006 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 303D99 Budget (BOC): 2504 DCN - Line ID: 1711H71040-006 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0006	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-401CD6-2504-1711H71040-007 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 401CD6 Budget (BOC): 2504 DCN - Line ID: 1711H71040-007 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0007	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				PBI / Ex. 4

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: 17-18-B-11-501E44-2504-1711H71040-008 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 501E44 Budget (BOC): 2504 DCN - Line ID: 1711H71040-008 Funding Flag: Complete Funded: PBI / Ex. 4				
0008	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-ZZZHF8-2504-1711H71040-009 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): ZZZHF8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-009 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0009	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-C-11-101FK6XR1-2504-1711H71040-010 BFY: 17 EFY: 18 Fund: C Budget Org: 11 Program (PRC): 101FK6XR1 Budget (BOC): 2504 DCN - Line ID: 1711H71040-010 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0010	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-T-11-501E52-2504-1711H71040-002 BFY: 17 Fund: T Budget Org: 11 Program (PRC): 501E52 Budget (BOC): 2504 DCN - Line ID: 1711H71040-002 Funding Flag: Complete Funded: PBI / Ex. 4 The total amount of award: $120,000.00. The obligation for this award is shown in box 26.				PBI / Ex. 4

SECTION I - Commercial Clauses - Sam template....6
I-1 Clauses....6
I-2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)....6
I-3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015)....9
I-4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)....9
I-5 FAR 52.222-3 CONVICT LABOR. (JUN 2003)....14
I-6 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)....14
I-7 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)....15
I-8 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)....19
I-9 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)....20
I-10 FAR 52.233-1 DISPUTES. (MAY 2014)....20
I-11 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)....22
I-12 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)....22
I-13 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION....22

SECTION I - Commercial Clauses - Sam template

I-1 Clauses

I-2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation-(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from-

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct*. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall-

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall-

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall-

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including-

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(*1*) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(*2*) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(*3*) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(*4*) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts*. (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015)

(a) *Definitions. Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* The Offeror represents that-

(1) It ___ is, ___ is not an inverted domestic corporation; and

(2) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(End of provision)

I-4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the

performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment-* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for

any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through *https://www.acquisition.gov*.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-5 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-6 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including

action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-7 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this

classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

I-8 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the

prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of clause)

I-9 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

I-10 FAR 52.233-1 DISPUTES. (MAY 2014)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(d)(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

I-11 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

I-12 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

I-13 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1 REQUISITION NUMBER: PR-OA-17-00132
PAGE 1 OF 23

2 CONTRACT NO.:
3 AWARD/EFFECTIVE DATE:
4 ORDER NUMBER: EP-18-H-000025
5 SOLICITATION NUMBER:
6 SOLICITATION ISSUE DATE:

7 FOR SOLICITATION INFORMATION CALL: 8 NAME: Donna Dews
9 TELEPHONE NUMBER (No collect calls): 202-564-6752
10 OFFER DUE DATE/LOCAL TIME:

4 ISSUED BY CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10 THIS ACQUISITION IS: ☑ UNRESTRICTED OR ☐ SET ASIDE % FOR
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)
NAICS 541820
SIZE STANDARD $15.0

11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE
12 DISCOUNT TERMS
☐ 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b RATING
14 METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP

15 DELIVER TO CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

16 ADMINISTERED BY CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a CONTRACTOR/OFFEROR CODE 076234313 FACILITY CODE

FINERS CORP
ttn: Julia Cotrone
600 Wilson Blvd

lington VA 22209

ELEPHONE NO 5712905461

17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a PAYMENT WILL BE MADE BY CODE RTP FMC

RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
Durham NC 27711

18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	DUNS Number: 076234313 Initial fee of console customization & Build out based one issues and subjects described in proposal : PBI / Ex. 4 Twice daily clip packages & breaking news alerts based on clip volume described in proposal $5000.00/mth : : PBI / Ex. 4 Analyst Support and access based on clip volume - $2500/mthly: $30,000.00 Console Maintenance for EPA data based on clip volume - $2500/mth: PBI / Ex. 4 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25 ACCOUNTING AND APPROPRIATION DATA
See schedule

26 TOTAL AWARD AMOUNT (For Govt. Use Only) $120,000.00

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA ☐ ARE ☐ ARE NOT ATTACHED
27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29 AWARD OF CONTRACT DATED ____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS ____ OFFER

30a SIGNATURE OF OFFEROR/CONTRACTOR

31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b NAME AND TITLE OF SIGNER (Type or print): JOSEPH POUNDER, PRESIDENT
30c DATE SIGNED: 12/7/17

31b NAME OF CONTRACTING OFFICER (Type or print): ELAINE SCOTT
31c DATE SIGNED: 12/7/17

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Max Expire Date: 12/06/2018 Period of Performance: 12/07/2017 to 12/06/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
	Continued ...				

32a QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c DATE	32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33 SHIP NUMBER ☐ PARTIAL ☐ FINAL	34 VOUCHER NUMBER	35 AMOUNT VERIFIED CORRECT FOR	36 PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37 CHECK NUMBER
38 S/R ACCOUNT NUMBER	39 S/R VOUCHER NUMBER	40 PAID BY		

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a RECEIVED BY (Print)
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c DATE	42b RECEIVED AT (Location)
		42c DATE RECD (YY/MM/DD) / 42d TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EP-18-H-000025	3	23

NAME OF OFFEROR OR CONTRACTOR
DEFTNEPS CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-202BD4-2504-1711H71040-004 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 202BD4 Budget (BOC): 2504 DCN - Line ID: 1711H71040-004 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0004	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-301ME9-2504-1711H71040-005 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 301ME9 Budget (BOC): 2504 DCN - Line ID: 1711H71040-005 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0005	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-303D99-2504-1711H71040-006 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 303D99 Budget (BOC): 2504 DCN - Line ID: 1711H71040-006 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0006	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-401CD6-2504-1711H71040-007 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 401CD6 Budget (BOC): 2504 DCN - Line ID: 1711H71040-007 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0007	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				PBI / Ex. 4

SECTION I - Commercial Clauses - Sam template
I-1 Clauses 6
I-2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015) 6
I-3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015) 6
I-4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017) 9
I-5 FAR 52.222-3 CONVICT LABOR. (JUN 2003) 9
I-6 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015) 14
I-7 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017) 14
I-8 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013) 15
I-9 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013) 19
I-10 FAR 52.233-1 DISPUTES. (MAY 2014) 20
I-11 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) 20
I-12 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004) 22
I-13 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION 22

SECTION I - Commercial Clauses - Sam template

I-1 Clauses

I-2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation-(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from-

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.* (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall-

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall-

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall-

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including-

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(*1*) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(*2*) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(*3*) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(*4*) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015)

(a) *Definitions. Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* The Offeror represents that-

(1) It ___ is, ___ is not an inverted domestic corporation; and

(2) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(End of provision)

I-4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the

performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*- (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or sublime item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for

any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through *https://www.acquisition.gov*.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-5 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-6 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including

action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-7 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this

classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer–System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer–Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

I-8 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the

prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of clause)

I-9 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

I-10 FAR 52.233-1 DISPUTES. (MAY 2014)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(d)(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

I-11 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

I-12 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

I-13 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

To: Vaughn, Celia[Vaughn.Celia@epa.gov]; Dews, Donna[Dews.Donna@epa.gov]
Cc: Wilson, Jessica[Wilson.Jessica@epa.gov]; Plater, Lottie[Plater.Lottie@epa.gov]; Stewart, Keith[Stewart.Keith@epa.gov]
From: Scott, Elaine
Sent: Tue 2/6/2018 4:07:42 PM
Subject: RE: Documents Needed

Celia,

Please check your email. I just responded to your request regarding the SOW.

Elaine

From: Vaughn, Celia
Sent: Tuesday, February 06, 2018 11:06 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: Scott, Elaine <Scott.Elaine@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>; Plater, Lottie <Plater.Lottie@epa.gov>
Subject: Re: Documents Needed

Hello all,
We compiled documents previously that was sent to Congressional Affairs. They pulled the SOW which I sent out yesterday for your verification that it is the final. I must get back with them very soon.

Celia M. Vaughn
Chief of Staff, USEPA Headquarters, Office of Acquisition Management
1200 Pennsylvania Avenue, N. W. Washington, DC 20460
Mail Code 3805R (202) 564-1047
On Feb 6, 2018, at 7:53 AM, Dews, Donna <Dews.Donna@epa.gov> wrote:

> Hi Celia
>
> Let me know if you need anything else. The file is with Kirk using for FOIA. These are what where included in the order when awarded. Thank you.
>
> Donna Dews
> Contract Specialist
> US Environmental Protection Agency
> Office of Acquisition Management
> HPOD/Program Contract Service Center
> Washington, DC 20460
> 202-564-6752 (DIRECT)
> Dews.donna@epa.gov
>
> **From:** Julia Cotrone [mailto:jcotrone@definerscorp.com]
> **Sent:** Thursday, December 07, 2017 11:48 AM
> **To:** Dews, Donna <Dews.Donna@epa.gov>
> **Cc:** jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>; Scott Cotter <scotter@definerscorp.com>
> **Subject:** Re: Documents Needed
>
> Hi Donna,

Attached is adjusted work plan as well as a 12 month quote. Please give me a call if you have any questions!

On Wed, Dec 6, 2017 at 3:52 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Julia

Yes the cost estimate should be in a separate document, Also a quote. A quote has a quote number, Item line of the description of services, Quantity for each item, period performance for example 12/7/17 to 12/6/18 and an expiration date and the terms and conditions (i.e. good for 30 days or 60 days).

Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:33 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

Hi Donna,

Page 4 of the document outlines to cost breakdown - let me know if you would prefer it in a separate document

1) **Definers Estimated Cost:**

To accomplish your objectives, we anticipate a cost of **$240,000 over 12 months.**

Monthly Cost Breakdown:
$12,500 = 24/7 access to custom built and proprietary Definers Console (outlined in section 3C)
$5,000 = Scope of clips package as defined by agency (outlined in section 3A, 3B and 3D)
$2,500 = 24/7 access to staff (Outlined in section 3E)

Thanks!

On Wed, Dec 6, 2017 at 3:25 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Julia C.

All I need now is the cost estimate. I do not have a template for the quote. Thanks so much!!!

Donna Dews
Contract Specialist
US Environmental Protection Agency

Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:11 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

attached - please call my cell if you need any clarification or more detail.

Thanks!

On Tue, Dec 5, 2017 at 4:42 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Ms. Cotrone,

Thank you for taking our call earlier on the urgent turnaround request. The U.S. Environmental Protection Agency requests a revised work proposal and cost estimate to the revised statement of work in the attached. In the essence of time please forward the request no later than 3:00pm on Wednesday December 6, if not sooner.

Thank you

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

--
Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

--
Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

--

Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6
<EPA - Quote 1001.pdf>
<Definers EPA Proposal 127.docx>

To: Brown, Rayna[brown.rayna@epa.gov]; Stewart, Keith[Stewart.Keith@epa.gov]; Plater, Lottie[Plater.Lottie@epa.gov]; Gosnell, Jody[Gosnell.Jody@epa.gov]; Wilson, Jessica[Wilson.Jessica@epa.gov]; Dews, Donna[Dews.Donna@epa.gov]; Quarles, Michael[Quarles.Michael@epa.gov]
Cc: Plater, Lottie[Plater.Lottie@epa.gov]
From: Scott, Elaine
Sent: Tue 1/9/2018 8:07:08 PM
Subject: RE: PROPOSED OAM RESPONSE + DOCUMENTS >> RE: REQUEST FOR YOU IMMEDIATE ACTION Re: Congressional - Oversight request on Definers Inc. contract
OAM Edits Whitehouse News Analysis 1-5-18.docx

Rayna,

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Thank you for your efforts in helping to get this issue resolved.

Elaine

-----Original Message-----
From: Brown, Rayna
Sent: Tuesday, January 09, 2018 2:58 PM
To: Stewart, Keith <Stewart.Keith@epa.gov>; Plater, Lottie <Plater.Lottie@epa.gov>; Scott, Elaine <Scott.Elaine@epa.gov>; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>; Dews, Donna <Dews.Donna@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Plater, Lottie <Plater.Lottie@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>
Subject: PROPOSED OAM RESPONSE + DOCUMENTS >> RE: REQUEST FOR YOU IMMEDIATE ACTION Re: Congressional - Oversight request on Definers Inc. contract

Hello Lottie,

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5 Please let us know if you have any questions. Thanks again to the following key players:

** Donna Dews
** Jody Gosnell
** Michael Quarles
** Elaine Scott
** Jessica Wilson

Please let me know if you have any questions. Thank you

Kind regards,

Rayna Brown
Service Center Manager
U.S. Environmental Protection Agency (U.S. EPA) OAM/HPOD/PCSC
(202) 564.6025 Office

-----Original Message-----
From: Stewart, Keith
Sent: Monday, January 08, 2018 10:52 PM
To: Vaughn, Celia <Vaughn.Celia@epa.gov>
Cc: Plater, Lottie <Plater.Lottie@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>
Subject: Re: REQUEST FOR YOU IMMEDIATE ACTION Re: Congressional - Oversight request on Definers Inc. contract

We are on it. Rayna and staff have been notified. **Deliberative Process / Ex. 5**

Sent from my iPhone

> On Jan 8, 2018, at 8:41 PM, Vaughn, Celia <Vaughn.Celia@epa.gov> wrote:
>
> Hello Keith,
>

Deliberative Process / Ex. 5

>
>

Deliberative Process / Ex. 5

>
> Thank you in advance for your immediate response.
>
> Celia M. Vaughn
> Chief of Staff, USEPA Headquarters, Office of Acquisition Management
> 1200 Pennsylvania Avenue, N. W. Washington, DC 20460
> Mail Code 3805R (202) 564-1047
>
>
> From: Cooper, Marian
> Sent: Monday, January 08, 2018 10:28 AM
> To: Patrick, Kimberly <Patrick.Kimberly@epa.gov>; Legare, Pamela
> <Legare.Pamela@epa.gov>; Vaughn, Celia <Vaughn.Celia@epa.gov>
> Cc: Vizian, Donna <Vizian.Donna@epa.gov>; Showman, John
> <Showman.John@epa.gov>; Bell, Matthew <Bell.Matthew@epa.gov>; Aarons,
> Kyle <Aarons.Kyle@epa.gov>; Knapp, Kristien <Knapp.Kristien@epa.gov>;
> Gantt, Melissa <Gantt.Melissa@epa.gov>
> Subject: FW: Oversight request on Definers Inc. contract
>
> Kimberly, Pam and Celia,
>
> Please see the request below. Kyle from Congressional Affairs, is coordinating this response. Can you

please comments on the draft response and the documents requested? Please copy Matt and me on your response.
>
> Thank you and Happy New Year!
>
> Marian
>
> Marian Pechmann Cooper
> Chief of Staff
> Office of Administration and Resources Management William Jefferson
> Clinton Federal Building-NORTH (3330) Washington, DC 20460 office
> number -- 202 564-0620 office fax -- 202 564-0233
>
> [logo_epaseal]
>
> From: Aarons, Kyle
> Sent: Friday, January 05, 2018 10:45 AM
> To: Cooper, Marian
> <Cooper.Marian@epa.gov<mailto:Cooper.Marian@epa.gov>>; Bell, Matthew
> <Bell.Matthew@epa.gov<mailto:Bell.Matthew@epa.gov>>
> Cc: Knapp, Kristien
> <Knapp.Kristien@epa.gov<mailto:Knapp.Kristien@epa.gov>>
> Subject: Oversight request on Definers Inc. contract
>
> Hi Marian and Matt – We are working to respond to a couple oversight requests about a contract (now canceled) with Definers Inc. to provide news analysis services to OPA. We worked with OPA to draft the attached response, but will need some help from OAM as well.
>
> Please ask OAM to review the attached draft and let us know of any feedback. We'd also like any documentation of the solicitation and contract that we would release for a FOIA request. Specifically, from the incoming letters:
>
> * A copy of the initial public solicitation or notice related to the "news analysis and brief service" work put out for bid
> * A copy of all formal contract responses or other indications of interest to this solicitation or notice from prospective companies seeking to bid on this work
> * A copy of the final contract with Definers
> * A copy of the contract between EPA and any company that provided similar media monitoring services to the agency immediately prior to the awarding of the contract with Definers (press reports indicate that this contract was with a company called Bulletin Intelligence, LLC)
> * Copies of [any other] documents related to the procurement of services with Definers as well as the contract EPA concluded with Definers for these services
>
> We don't need any communications at this point. Please ask OAM to flag anything that may contain Confidential Business Information (we'll also have OGC review).
>
> Please let me know if COB Wednesday (1/10) would be reasonable for this.
>
> I'm of course happy to talk to OAM directly if you could put me in touch with the right folks.
>
> Thanks,
> Kyle
>
> Kyle Aarons
> Congressional Affairs
> U.S. Environmental Protection Agency

> 202-564-7351
>
> <DeFazio Definers 1-3-18.pdf>
> <Whitehouse News Analysis 12-19-17.pdf> <Whitehouse News Analysis
> 1-5-18.docx> <image002.png> <Pallone Definers 1-5-18.pdf>

To: Scott, Elaine[Scott.Elaine@epa.gov]
From: Dews, Donna
Sent: Tue 1/9/2018 7:10:14 PM
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002

From: Dews, Donna
Sent: Thursday, December 14, 2017 2:02 PM
To: Stewart, Keith <stewart.keith@epa.gov>
Cc: Brown, Rayna <brown.rayna@epa.gov>; Gosnell, Jody <Gosnell.Jody@epa.gov>; Plater, Lottie <Plater.Lottie@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>; Scott, Elaine <Scott.Elaine@epa.gov>
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002

Hi Keith/Rayna

See below.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Wednesday, December 06, 2017 9:40 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: RE: Response to Sole Source Notification: 68HE0H18B0002

Hello Donna,

Please see our statement below regarding the capabilities of TechMIS for our contract. Let me know if you need anything else.

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. Definers also offers War Room Services which allows them to function in real time to identify and react immediately to opportunities arising out of the news cycle and to flag potential challenges and crises before they escalate. Finally, Definers offers best practices from political and issue campaigns as well as private sector disputes. They have analysts from diverse backgrounds to cover a wide array of sectors. TechMIS albeit a new clips company does not reach the level of capable services we requires in this contract.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A

(202) 343-9970

From: Dews, Donna
Sent: Tuesday, December 05, 2017 11:49 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

Hi Michael

See below.

Please send a kind note after reviewing their capability statement as to why you are doing a Sole Source for your Media Support and Analysis and copy me for our contract documentation records so we can avoid possible a protest.

You can use your description off of your JOFOC as a starting point to support your reasoning.

Also send a note to:

Personal Privacy / Ex. 6

I can forward the above individual emails (Ben and Armand) to see what they were requesting from you or you can just let them know this was just to inform them of your office's intent to sole source, since no capability statement was sent. It is up to you if you want to send them the finalized SOW.

Per our phone conversation yesterday and our request via email, please get a quote from Definer's and a Capability Statement. I do not believe the Cost Breakdown is adequate documentation for our records. A quote – defines the items being purchased, the price per item, terms and conditions and an expiration date and the period of performance, instead of 1 year define as 12 months.

Again, Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Burt Squires - TechMIS [mailto:burt.squires@techmis.com]
Sent: Wednesday, November 29, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Subject: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

TechMIS LLC is submitting the following response to solicitation 68HE0H18B0002 posted on the FBO as a Sole Source Notification on 11/29/17. We have the capability to perform all functions described in this solicitation in house.

PBI / Ex. 4

We request that the Government not award this contract without competition. PBI / Ex. 4

PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

Any and all questions about this response should be addressed to the following: Burt Squires, Vice President of TechMIS LLC at 12208 Woodlands Circle, Dade City, FL 33525. Mr. Squires has both signature and negotiation authority for this response. Mr. Squires can be contacted at 717-324-1342 or via email at burt.squires@techmis.com.

Regards,

Steven Mains, PhD
CEO & Managing Partner

Burton J. Squires
Vice President & Partner

Harvey Glasgow
Controller, FSO & Partner

To: Wilson, Jessica[Wilson.Jessica@epa.gov]
From: Dews, Donna
Sent: Thur 12/7/2017 4:04:34 PM
Subject: FW: FW: Definers Cost Breakdown/Letter
SOW.Final 12-5-17.docx

Here it is

From: Dews, Donna
Sent: Thursday, December 07, 2017 10:45 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: RE: FW: Definers Cost Breakdown/Letter

Michael

Deliberative Process / Ex. 5

Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Thursday, December 07, 2017 10:39 AM
To: Wilson, Jessica <Wilson.Jessica@epa.gov>
Cc: Dews, Donna <Dews.Donna@epa.gov>
Subject: FW: FW: Definers Cost Breakdown/Letter

Here is what have to date.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 4:47 PM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Subject: Re: FW: Definers Cost Breakdown/Letter

Hi Michael,

Here is a updated proposal as we discussed. When I sent Donna the last proposal she asked for detailed cost breakdown which I will need to do for this before I send over. I will send to her before I leave tonight but wanted to make sure I got this in your hands first. Feel free to call my cell if you have any questions: Personal Phone / Ex. 6

On Wed, Dec 6, 2017 at 3:36 PM, Julia Cotrone <jcotrone@definerscorp.com> wrote:
Hi Michael,

I sent over the following doc to Donna earlier. You will notice the cost increased relevant to updated EPA SOW. Please let me know if thats an issue or feel free to give me a call if you see any problems.

Thanks!

On Wed, Dec 6, 2017 at 7:49 AM, Quarles, Michael <Quarles.Michael@epa.gov> wrote:
Hello Julia,

Thank you for cost breakdown letter. Unfortunately, our procurement process requires an actual price quote. Are you able to provide a contractual price quote with cost breakout for the services below. As you know we are trying to implement your service asap, so your speedy response is greatly appreciated.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

-Advanced search functions
-Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
-Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
-Human analysis
-Coverage throughout the day

-Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
-Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,
Julia Cotrone
Special Assistant
Definers Public Affairs

Cost Breakdown

7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency
-News Alerts throughout the day from online, print, and TV sources
-Matrices
-Relevant breaking news

--
Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

--
Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

To: Julia Cotrone[jcotrone@definerscorp.com]
Cc: jpounder@definerscorp.com[jpounder@definerscorp.com]; Gosnell, Jody[Gosnell.Jody@epa.gov]; Wilson, Jessica[Wilson.Jessica@epa.gov]
From: Dews, Donna
Sent: Wed 12/6/2017 8:52:11 PM
Subject: RE: Documents Needed

Hi Julia

Yes the cost estimate should be in a separate document, Also a quote. A quote has a quote number, Item line of the description of services, Quantity for each item, period performance for example 12/7/17 to 12/6/18 and an expiration date and the terms and conditions (i.e. good for 30 days or 60 days).

Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:33 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

Hi Donna,

Page 4 of the document outlines to cost breakdown - let me know if you would prefer it in a separate document

1) **Definers Estimated Cost:**

To accomplish your objectives, we anticipate a cost of **$240,000 over 12 months.**

Monthly Cost Breakdown:
$12,500 = 24/7 access to custom built and proprietary Definers Console (outlined in section 3C)
$5,000 = Scope of clips package as defined by agency (outlined in section 3A, 3B and 3D)
$2,500 = 24/7 access to staff (Outlined in section 3E)

Thanks!

On Wed, Dec 6, 2017 at 3:25 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Julia C.

All I need now is the cost estimate. I do not have a template for the quote. Thanks so much!!!

Donna Dews

Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:11 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

attached - please call my cell if you need any clarification or more detail.

Thanks!

On Tue, Dec 5, 2017 at 4:42 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Ms. Cotrone,

Thank you for taking our call earlier on the urgent turnaround request. The U.S. Environmental Protection Agency requests a revised work proposal and cost estimate to the revised statement of work in the attached. In the essence of time please forward the request no later than 3:00pm on Wednesday December 6, if not sooner.

Thank you

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

To: Vaughn, Celia[Vaughn.Celia@epa.gov]
Cc: Scott, Elaine[Scott.Elaine@epa.gov]; Wilson, Jessica[Wilson.Jessica@epa.gov]; Plater, Lottie[Plater.Lottie@epa.gov]
From: Dews, Donna
Sent: Tue 2/6/2018 12:53:44 PM
Subject: FW: Documents Needed
EPA - Quote 1001.pdf
Definers EPA Proposal 127.docx

Hi Celia

Let me know if you need anything else. The file is with Kirk using for FOIA. These are what where included in the order when awarded. Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Thursday, December 07, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>; Scott Cotter <scotter@definerscorp.com>
Subject: Re: Documents Needed

Hi Donna,

Attached is adjusted work plan as well as a 12 month quote. Please give me a call if you have any questions!

On Wed, Dec 6, 2017 at 3:52 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Julia

Yes the cost estimate should be in a separate document, Also a quote. A quote has a quote number, Item line of the description of services, Quantity for each item, period performance for example 12/7/17 to 12/6/18 and an expiration date and the terms and conditions (i.e. good for 30 days or 60 days).

Thank you.

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HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:33 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

Hi Donna,

Page 4 of the document outlines to cost breakdown - let me know if you would prefer it in a separate document

1) **Definers Estimated Cost:**

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Thanks!

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Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:11 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

attached - please call my cell if you need any clarification or more detail.

Thanks!

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Hi Ms. Cotrone,

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Thank you

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

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Julia Cotrone
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Julia Cotrone
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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

To: Wilson, Jessica[Wilson.Jessica@epa.gov]
From: Dews, Donna
Sent: Thur 12/7/2017 6:11:20 PM
Subject: FW: FW: Definers Cost Breakdown/Letter
SOW.Final 12-5-17.docx

Here it is

From: Dews, Donna
Sent: Thursday, December 07, 2017 11:06 AM
To: Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: FW: FW: Definers Cost Breakdown/Letter

Here it is

From: Dews, Donna
Sent: Thursday, December 07, 2017 10:45 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: RE: FW: Definers Cost Breakdown/Letter

Michael

Deliberative Process / Ex. 5

Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Thursday, December 07, 2017 10:39 AM
To: Wilson, Jessica <Wilson.Jessica@epa.gov>
Cc: Dews, Donna <Dews.Donna@epa.gov>
Subject: FW: FW: Definers Cost Breakdown/Letter

Here is what have to date.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 4:47 PM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Subject: Re: FW: Definers Cost Breakdown/Letter

Hi Michael,

Here is a updated proposal as we discussed. When I sent Donna the last proposal she asked for detailed cost breakdown which I will need to do for this before I send over. I will send to her before I leave tonight but wanted to make sure I got this in your hands first. Feel free to call my cell if you have any questions: Personal Phone / Ex. 6

On Wed, Dec 6, 2017 at 3:36 PM, Julia Cotrone <jcotrone@definerscorp.com> wrote:
Hi Michael,

I sent over the following doc to Donna earlier. You will notice the cost increased relevant to updated EPA SOW. Please let me know if thats an issue or feel free to give me a call if you see any problems.

Thanks!

On Wed, Dec 6, 2017 at 7:49 AM, Quarles, Michael <Quarles.Michael@epa.gov> wrote:
Hello Julia,

Thank you for cost breakdown letter. Unfortunately, our procurement process requires an actual price quote. Are you able to provide a contractual price quote with cost breakout for the services below. As you know we are trying to implement your service asap, so your speedy response is greatly appreciated.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

-Advanced search functions
-Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
-Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
-Human analysis
-Coverage throughout the day
-Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
-Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,
Julia Cotrone
Special Assistant
Definers Public Affairs

Cost Breakdown
7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency
-News Alerts throughout the day from online, print, and TV sources
-Matrices
-Relevant breaking news

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR-OA-17-00132

PAGE 1 OF 23

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER: EP-18-H-000025

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Donna Dews

b. TELEPHONE NUMBER (No collect calls): 202-564-6752

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS: [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8(A)

NAICS: 541820

SIZE STANDARD: $15.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

16. ADMINISTERED BY CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a. CONTRACTOR/ OFFEROR CODE: 076234313 FACILITY CODE:

DEFINERS CORP
Attn: Julia Cotrone
1500 Wilson Blvd
#5
Arlington VA 22209

TELEPHONE NO. 5712905461

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE: RTP FMC

RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
Durham NC 27711

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 076234313 Initial fee of console customization & Build out based one issues and subjects described in proposal : PBI / Ex. 4 Twice daily clip packages & breaking news alerts based on clip volume described in proposal _ PBI / Ex. 4 Analyst Support and access based on clip volume - PBI / Ex. 4 Console Maintenance for EPA data based on clip volume - PBI / Ex. 4 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $120,000.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*: Elaine Scott

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: ELAINE SCOTT

31c. DATE SIGNED: 12/7/17

THORIZED FOR LOCAL REPRODUCTION
EVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Max Expire Date: 12/06/2018 Period of Performance: 12/07/2017 to 12/06/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-202BD4-2504-1711H71040-004 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 202BD4 Budget (BOC): 2504 DCN - Line ID: 1711H71040-004 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0004	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-301ME9-2504-1711H71040-005 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 301ME9 Budget (BOC): 2504 DCN - Line ID: 1711H71040-005 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0005	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-303D99-2504-1711H71040-006 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 303D99 Budget (BOC): 2504 DCN - Line ID: 1711H71040-006 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0006	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-401CD6-2504-1711H71040-007 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 401CD6 Budget (BOC): 2504 DCN - Line ID: 1711H71040-007 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0007	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				PBI / Ex. 4

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: 17-18-B-11-501E44-2504-1711H71040-008 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 501E44 Budget (BOC): 2504 DCN - Line ID: 1711H71040-008 Funding Flag: Complete Funded: PBI / Ex. 4				
0008	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-ZZZHF8-2504-1711H71040-009 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): ZZZHF8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-009 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0009	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-C-11-101FK6XR1-2504-1711H71040-010 BFY: 17 EFY: 18 Fund: C Budget Org: 11 Program (PRC): 101FK6XR1 Budget (BOC): 2504 DCN - Line ID: 1711H71040-010 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0010	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-T-11-501E52-2504-1711H71040-002 BFY: 17 Fund: T Budget Org: 11 Program (PRC): 501E52 Budget (BOC): 2504 DCN - Line ID: 1711H71040-002 Funding Flag: Complete Funded: PBI / Ex. 4 The total amount of award: $120,000.00. The obligation for this award is shown in box 26.				PBI / Ex. 4

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: 17-18-B-11-501E44-2504-1711H71040-008 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 501E44 Budget (BOC): 2504 DCN - Line ID: 1711H71040-008 Funding Flag: Complete Funded: PBI / Ex. 4				
0008	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-ZZZHF8-2504-1711H71040-009 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): ZZZHF8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-009 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0009	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-C-11-101FK6XR1-2504-1711H71040-010 BFY: 17 EFY: 18 Fund: C Budget Org: 11 Program (PRC): 101FK6XR1 Budget (BOC): 2504 DCN - Line ID: 1711H71040-010 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0010	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-T-11-501E52-2504-1711H71040-002 BFY: 17 Fund: T Budget Org: 11 Program (PRC): 501E52 Budget (BOC): 2504 DCN - Line ID: 1711H71040-002 Funding Flag: Complete Funded: PBI / Ex. 4 The total amount of award: $120,000.00. The obligation for this award is shown in box 26.				PBI / Ex. 4

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR-OA-17-00132

PAGE 1 OF 23

2. CONTRACT NO.:

3. AWARD/ EFFECTIVE DATE:

4. ORDER NUMBER: EP-18-H-000025

5. SOLICITATION NUMBER:

6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Donna Dews

b. TELEPHONE NUMBER (No collect calls): 202-564-6752

8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS: [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8(A)

NAICS: 541820

SIZE STANDARD: $15.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS:

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

16. ADMINISTERED BY CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a. CONTRACTOR/ OFFEROR CODE: 076234313 FACILITY CODE:

REFINERS CORP
Attn: Julia Cotrone
500 Wilson Blvd
Arlington VA 22209

TELEPHONE NO. 5712905461

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE: RTP FMC

RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
Durham NC 27711

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 076234313 Initial fee of console customization & Build out based one issues and subjects described in proposal : PBI / Ex. 4 Twice daily clip packages & breaking news alerts based on clip volume described in proposal _ PBI / Ex. 4 Analyst Support and access based on clip volume - PBI / Ex. 4 Console Maintenance for EPA data based on clip volume - PBI / Ex. 4 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $120,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: ELAINE SCOTT

31c. DATE SIGNED: 12/7/17

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Max Expire Date: 12/06/2018 Period of Performance: 12/07/2017 to 12/06/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Funding Flag: Complete Funded: $ PBI / Ex. 4				PBI / Ex. 4
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

NAME OF OFFEROR OR CONTRACTOR
DEFTNERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-202BD4-2504-1711H71040-004 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 202BD4 Budget (BOC): 2504 DCN - Line ID: 1711H71040-004 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0004	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-301ME9-2504-1711H71040-005 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 301ME9 Budget (BOC): 2504 DCN - Line ID: 1711H71040-005 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0005	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-303D99-2504-1711H71040-006 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 303D99 Budget (BOC): 2504 DCN - Line ID: 1711H71040-006 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0006	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-401CD6-2504-1711H71040-007 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 401CD6 Budget (BOC): 2504 DCN - Line ID: 1711H71040-007 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
007	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				PBI / Ex. 4

SECTION I - Commercial Clauses - Sam template....6
I-1 Clauses....6
I-2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)....6
I-3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015)....9
I-4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)....9
I-5 FAR 52.222-3 CONVICT LABOR. (JUN 2003)....14
I-6 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)....14
I-7 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)....15
I-8 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)....19
I-9 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)....20
I-10 FAR 52.233-1 DISPUTES. (MAY 2014)....20
I-11 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)....22
I-12 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)....22
I-13 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION....22

SECTION I - Commercial Clauses - Sam template

I-1 Clauses

I-2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation-(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from-

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct*. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall-

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall-

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall-

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including-

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(*1*) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(*2*) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(*3*) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(*4*) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts*. (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015)

(a) *Definitions. Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation*. The Offeror represents that-

(1) It ___ is, ___ is not an inverted domestic corporation; and

(2) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(End of provision)

I-4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the

performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment-* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for

any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *System for Award Management (SAM)* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through *https://www.acquisition.gov*.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-5 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-6 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including

action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-7 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this

classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

I-8 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the

prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of clause)

I-9 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

I-10 FAR 52.233-1 DISPUTES. (MAY 2014)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(d)(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

I-11 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

I-12 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

I-13 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

To: Scott, Elaine[Scott.Elaine@epa.gov]; Gosnell, Jody[Gosnell.Jody@epa.gov]; Brown, Rayna[brown.rayna@epa.gov]
From: Wilson, Jessica
Sent: Tue 1/9/2018 4:36:32 PM
Subject: FW: Documents Needed
EPA - Quote 1001.pdf
Definers EPA Proposal 127.docx

Jessica V. Wilson
Contracting Officer

U.S. Environmental Protection Agency
OARM/OAM/HPOD/PCSC
Ronald Reagan Building #61178
1200 Pennsylvania Ave. NW Mail Code: 3803R
Washington, DC 20460
Phone: 202-564-2504
E-mail: wilson.jessica@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Thursday, December 07, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>; Scott Cotter <scotter@definerscorp.com>
Subject: Re: Documents Needed

Hi Donna,

Attached is adjusted work plan as well as a 12 month quote. Please give me a call if you have any questions!

On Wed, Dec 6, 2017 at 3:52 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Julia

Yes the cost estimate should be in a separate document, Also a quote. A quote has a quote number, Item line of the description of services, Quantity for each item, period performance for example 12/7/17 to 12/6/18 and an expiration date and the terms and conditions (i.e. good for 30 days or 60 days).

Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:33 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

Hi Donna,

Page 4 of the document outlines to cost breakdown - let me know if you would prefer it in a separate document

1) **Definers Estimated Cost:**

To accomplish your objectives, we anticipate a cost of **$240,000 over 12 months.**

Monthly Cost Breakdown:
$12,500 = 24/7 access to custom built and proprietary Definers Console (outlined in section 3C)
$5,000 = Scope of clips package as defined by agency (outlined in section 3A, 3B and 3D)
$2,500 = 24/7 access to staff (Outlined in section 3E)

Thanks!

On Wed, Dec 6, 2017 at 3:25 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Julia C.

All I need now is the cost estimate. I do not have a template for the quote. Thanks so much!!!

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:11 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

attached - please call my cell if you need any clarification or more detail.

Thanks!

On Tue, Dec 5, 2017 at 4:42 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Ms. Cotrone,

Thank you for taking our call earlier on the urgent turnaround request. The U.S. Environmental Protection Agency requests a revised work proposal and cost estimate to the revised statement of work in the attached. In the essence of time please forward the request no later than 3:00pm on Wednesday December 6, if not sooner.

Thank you

Donna Dews
Contract Specialist

US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

Justification for Other than Full and Open Competition (JOFOC)

Authority: 41 U.S.C. 253(c) , FAR PART 6.3

1. **Agency:** U.S. Environmental Protection Agency
   Contracting Activity: Office of Acquisition Management – Headquarters Procurement Operations Division
   Contractor: Definers Corp

2. **Nature and/or description of the action:**

   EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

3. **Description of the Supplies or Services:**

   This is a sole source procurement subscription for a media support service. The service provides EPA with: 1) Intensive, near live-time "war room" coverage of media stories for specific topics, events or announcements; 2) access to a searchable database of past media content on EPA issues and topics; 3) a twice-daily compilation of news articles delivered once each business day by e-mail; and 4) high profile, breaking news stories during the day, delivered by e-mail. This service is vital to support the ability of EPA's Office of Public Affairs to fully monitor and respond quickly to breaking media coverage, which in turn supports EPA's ability to accurately provide information to the public on environmental and regulatory matters. This service also directly supports the Administrator and other senior EPA officials by providing them with timely updates on media stories.

Period of performance: One year from date of contract award

DUNS: 076234313

Proposed Source: Definers Corp.

Contacts:
Joe Pounder, President

Personal Privacy / Ex. 6

Personal Privacy / Ex. 6

4. **Authority:** [Check appropriate exception.]

[X] Only One Responsible Source
Authority: 41 U.S.C. 253 (c) (1)
FAR Cite: FAR 6.302-1

5. **Describe how the contractor's unique qualifications or the nature of the acquisition requires use of the authority cited:**

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. It allows organizations to have a holistic view of what is occurring in the public domain with regards to their organization and relevant sectors, both domestically and globally.

Through the Console, Definers is able to revolutionize the utilization of media clips by implementing:

- Proprietary advanced search functions
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Ability to pre-load a customized Console with the issues, public figures, and news data relevant to customers, populated in real time
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to the customer's areas of interests, which allow for quick sorting and tracking of customized data streams.
- Delivered through a proprietary web interface which allows for email distribution as well.

6. **Describe the efforts made to ensure that offers are solicited from as many potential sources as practicable:**

A JOFOC and RFI notice will be posted on FedBizOpps (synopsized) and FedConnect for five calendar days.

7. **The contracting officer determines that the anticipated cost to the Government will be fair and reasonable due to the vendor's published rates, or other available price information.**

Yes, the CO has determined the cost to be fair and reasonable based on information received from the contractor.

8. **Description of the market research conducted (see FAR Part 10). If no market research was conducted, state the reasons:**

Leading providers Cision (www.cision.com), Bulletin Intelligence (www.bulletinintelligence.com), and Critical Mention (www.criticalmention.com) do not provide the combined services sought by EPA's Office of Public Affairs.

9. **Other facts supporting the use of other than full and open competition.**

Definers Corp. states that no other service gives their clients the high level and comprehensive search functions that it offers through its customized Console. Clients have the ability to tailor their tags and tailor who from their teams sees those tags. The storage and search functions of the Console are something no other clip service provides because they do not have the Definers proprietary Console.

Approvals –

1) **Project Officer's Certification**
I certify that the facts and representations stated in this justification are complete and accurate which form the basis to award this requirement.

[signature]	TRICIA S. Lynn
Signature of Technical Officer	**Printed name of Technical Officer**

Technical Officer's phone number & E-mail address:
202.564.2615 / lynn.tricia@epa.gov

Date: 11/29/2017

2) Contracting Officer's Certification

I certify that this justification is accurate and complete to the best of my knowledge and belief.

Jody Gosnell

Signature of Contracting Officer

Jody Gosnell

Printed name of Contracting Officer

Contracting Officer's phone number and E-mail address: gosnell.jody@epa.gov
202-564-4353

Date: 11/29/17

definers
PUBLIC AFFAIRS

To: Interested Parties
From: Joe Pounder, President, Definers Public Affairs
Julia Cotrone, Special Assistant, Definers Public Affairs
Will Schenkel, VP, Definers Public Affairs
Date: December 7th, 2017
Subject: EPA Media Support Proposal

---

1) Overall Scope:

Definers Public Affairs can provide the EPA's Office of Public Affairs (OPA) with comprehensive media monitoring services and analysis focused on alerting the team to developing news stories, building compendiums twice a day on issues you have identified. With analysts on the ground in Washington D.C. and the Bay Area, Definers Public Affairs is able to provide comprehensive media monitoring of coherent information on environmental issues, and EPA actions and policies around the clock.

2) *Media Monitoring Scope:*

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are enclosed.

The monitoring will focus on stories about Administrator Pruitt and the EPA outlined in the proposal section below. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.
To achieve this Definers will provide the EPA 4 basic services:

- **2A)** delivery, via email, of a twice-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis
- **2B)** delivery, via email and in near-real-time, of media stories involving events, announcements and issues directly relevant to the EPA, with trend analysis included;
- **2C)** delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor.
- **2D)** delivery, via searchable database, of stories gathered under the other assigned tasks as of contract start date.

3) **Proposal:**

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on alerting your team to news stories as they break and develop from English-language sources.

3A) This monitoring would include all print and online sources, national and local TV, and key influencers on social media relating to:

- Administrator
- Brownfields/Superfund/Other cleanups
- Environmental Justice
- Environmental activists
- EPA
- International environmental agreements and disputes
- Toxics/TSCA
- Tribal environmental issues

The following subjects will also be monitored & alerted when directly mentioning or relevant the Administrator or the EPA:

- Budget
- Climate Change
- Emergency Response
- Energy
- Enforcement
- Grants
- Hazardous waste
- Pesticides
- Research and Development
- Rules/Regulations/Policy
- Trash/recycling/composting/solid waste

3B) The monitoring program for the subjects outlined above would incorporate two tracks:

i. **On a daily basis**, stories would be compiled into **morning and evening matrices** of issues identified by your team. The matrix will include a brief summary and analysis as to the coverage. Throughout the day, Definers will alert major stories that our analysts deem pertinent to your strategic objectives, and follow them as they develop, circulate, and gain traction.

ii. **In a breaking news situation,** Definers media analysts will work hand-in-hand with your team to monitor for news stories and how they spread throughout the media. Our analysts will provide a quick analysis when needed that identifies what environmental companies are saying, whether stories are positive/negative, and whether or not they incorporate your company's perspective. This quick analysis will help your team more effectively respond to developing news.

3C) Through Definers Console-based war room system the EPA team can be automatically notified via e-mail of news alerts and they can also login and go through the alerts in one convenient location. The Console

includes a robust search function that will enable your team to quickly find and filter the stories alerted by Definers.

The EPA will have the ability to use the Definers Console for:

- Proprietary advanced search functions within the clips
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of your customized data streams.
- Delivered through our proprietary web interface which allows for email distribution as well.

3D) In order to achieve these task Definers will obtain/maintain subscriptions or licenses for:

- Nexis Lexis
- TV Eyes
- SnapStream
- AP
- Agri-Pulse
- Argus Media
- Axios
- Bloomberg
- Bloomberg BNA
- Boston Globe
- Breitbart
- Business Insider
- CNN
- Chicago Tribune
- Christian Science Monitor
- CQ Roll Call
- The Daily Caller
- E&E News
- Financial Times
- Forbes
- Fox News
- The Guardian
- The Hill
- Think Progress
- Hot Air
- Huffington Post
- Independent Journal Review
- LA Times
- Morning Consult
- Mother Jones
- New Republic
- NPR

- NTK Network
- NY Times
- The Oklahoman
- PJ Media
- Politico Pro
- Politico
- Reuters
- Scientific American
- Tulsa World
- USA Today
- Youtube
- Wall Street Journal
- Washington Examiner
- Washington Post
- Washington Times

3E) *Once contracted EPA will have unlimited access to Definers account managers & to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.*

4) <u>Definers Estimated Cost:</u>

To accomplish your objectives, we anticipate a cost of **$120,000 over 12 months.** A monthly cost of **$10,000** for the Console and Support –see below:

Monthly Cost Breakdown:
$7,500 = Unlimited access to custom built and proprietary Definers Console with breaking news and clip package distribution
$2,500 = One month of analyst support and access based on clip volume (outlined in section 3)

Sample Matrix/Compendium

EPA Clips
May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", Iowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside $12 Million For Buyouts In Coming Months", Washington Post, 5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!'", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over $4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

TV/Radio
5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social
@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

@RepStefanik: "Sent a letter to the EPA expressing my concerns over the dismissal of members of the Board of Scientific Counselors… It's critical that the EPA continues to use the highest quality research when making policy decisions."

@Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"

@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n…"

@AGRutledge: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working. arkansasag.gov/media-center/n..."

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules
Reuters
By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are

necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.
"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done,'" Ebell said.
In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.
"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.
A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency
Fox & Friends
May 17, 2017
http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning. Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

Steve: That crosses both Democrat and Republican administrations.

Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country. the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

Administrator Pruitt: Possibly, yes. And that's why it's so important to focus the core of the mission on those areas. This president is a doer, an action oriented leader. the past administration talked a lot. this administration is actually taking steps to do things to clean up the environment. We're focusing on those areas you mentioned.

Brian: super fund sites that need to be cleaned up. What's your first target?

Administrator Pruitt: We are very focused on Westlake. I was in East Chicago about three weeks ago. a site that has lead as well.

Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house. this is what the American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership. and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

Administrator Pruitt: Clean up these sites. set a goal and say 1322 sites unacceptable. 27 years to make a decision is unacceptable. Let's get St. Louis cleaned up.

Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.

Dews, Donna

From: Burt Squires - TechMIS <burt.squires@techmis.com>
Sent: Wednesday, November 29, 2017 11:48 AM
To: Dews, Donna
Subject: Response to Sole Source Notification: 68HE0H18B0002
Attachments: EPA Media Support - News Analysis Service (68HE0H18B0002).pdf

Importance: High

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

TechMIS LLC is submitting the following response to solicitation 68HE0H18B0002 posted on the FBO as a Sole Source Notification on 11/29/17. We have the capability to perform all functions described in this solicitation in house.

PBI / Ex. 4

We request that the Government not award this contract without competition. PBI / Ex. 4

PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

Any and all questions about this response should be addressed to the following: Burt Squires, Vice President of TechMIS LLC at 12208 Woodlands Circle, Dade City, FL 33525. Mr. Squires has both signature and negotiation authority for this response. Mr. Squires can be contacted at 717-324-1342 or via email at burt.squires@techmis.com.

Regards,

Steven Mains, PhD	Burton J. Squires	Harvey Glasgow
CEO & Managing Partner	Vice President & Partner	Controller, FSO & Partner

TechMIS LLC

Response to:

Media Support/News Analysis Service
U.S. Environmental Protection Agency (EPA)

Response to Sole Source Notification: 68HE0H18B0002

29 November 2017

Submitted by:

TechMIS LLC
12208 Woodlands Circle
Dade City, FL 33525
Phone: 813-494-6050
Fax: 813-793-4885

For info: steven.mains@techmis.com or burt.squires@techmis.com or harvey.glasgow@techmis.com

DUNS 135665169 (Service Disabled Veteran Owned Small Business)
CAGE Code: 3L8X7
Taxpayer Identification Number (TIN): 59-3671822

Authorized to Negotiate and Sign:

Dr. Steven Mains	Burt Squires	Harvey Glasgow
CEO, TechMIS LLC	Vice President, TechMIS LLC	Controller, FSO, TechMIS LLC
steven.mains@techmis.com	burt.squires@techmis.com	harvey.glasgow@techmis.com
Phone: 757-814-3598	Phone: 717-324-1342	Phone: 813-494-6050

This response includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this response. However, if a contract is awarded to this offeror as a result of - or in connection with - the submission of these data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. The data subject to this restriction are contained in all sheets of the response.

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

TechMIS LLC is submitting the following response to solicitation 68HE0H18B0002 posted on the FBO as a Sole Source Notification on 11/29/17. We have the capability to perform all functions described in this solicitation in house.

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Regards,

Steven Mains, PhD	Burton J. Squires	Harvey Glasgow
CEO & Managing Partner	Vice President & Partner	Controller, FSO & Partner

Table of Contents

Executive Summary 4
TechMIS Overview 4
SAM Registration 5
TechMIS Reps and Certs & NAICS/PCS codes 5

PBI / Ex. 4

Executive Summary

TechMIS has extensive in-house capability and significant experience providing News Briefing support to top-tier U.S. Government customers.

PBI / Ex. 4

TechMIS Overview

Company Information: Technology - Management & Innovative Solutions, LLC 12208 Woodlands Circle Dade City, FL 33525 www.techmis.com Year Incorporated: 2000 CEO & Managing Partner: Steven Mains, PhD (757) 814-3598 Office (813) 793-4885 Fax steven.mains@techmis.com	Technical Contacts: Burt Squires Vice President (717) 324-1342 burt.squires@techmis.com Harvey Glasgow Controller, FSO (813) 494-6050 harvey.glasgow@techmis.com
Business Size/Status: Certified by the Small Business Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB) Average Revenues for the past 5 years: $6M.	Identifying Information DUNS Number: 135665169 Cage Code: 3L8X7 Tax Id Number: 59-3671822 Company Structure: Corporation Registered in SAM.gov (as a SDVOSB)

PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
THE ADMINISTRATOR

MEMORANDUM

SUBJECT: Request for Sole Source Purchase Award

FROM: Nancy Grantham, Acting Principal Deputy Associate Administrator
Office of Public Affairs

TO: Jessica Wilson, Contracting Officer
Headquarters Procurement Operations Division, PCSC/OAM (3803r)

DATE: December 7, 2017

This letter serves to justify the sole source purchase of services from Definers for media clip and war rooms media services.

Definers offers intensive, near live-time "war room" coverage of media stories for specific topics, events or announcements. They also provide access to a searchable database of EPA topics and issues while compiling news articles delivered by email daily.

The vendor has a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. It allows organizations to have a holistic view of what is occurring in the public domain with regards to their organization and relevant sectors, both domestically and globally.

This service is vital to EPA's Office of Public Affairs to fully monitor and respond quickly to breaking media coverage. This service also directly supports the Administrator and other senior EPA officials by providing them with timely updates on media stories. I believe it is of the best value to the agency to pursue this contract.

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Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Postconsumer, Process Chlorine Free Recycled Paper

definers

Definers Corp.
1500 Wilson Blvd.
5th Floor
Arlington, VA 22209 US

ADDRESS
United States Environmental
Protection Agency
Office of Public Affairs
Mail Code: 1701A
1200 Pennsylvania Avenue, NW
Washington, DC 20004

ESTIMATE 1001

DATE 12/07/2017

EXPIRATION DATE 12/31/2017

DATE	ACTIVITY	AMOUNT
01/01/2018	Initial fee of console customization and build out based one issues and subjects described in proposal	2,500.00
01/01/2018	Twice daily clip packages & breaking news alerts based on clip volume described in proposal (Email and Console Distribution) - $5,000 Monthly for twelve months 01/01/2018 - 12/31/2018	60,000.00
01/01/2018	Analyst support and access based on clip volume - $2,500 Monthly for twelve months 01/01/2018 - 12/31/2018	30,000.00
01/01/2018	Console maintenance for EPA data based on clip volume - $2,500 Monthly for eleven months 02/01/2018 - 12/31/2018	27,500.00

TOTAL **$120,000.00**

Accepted By

Accepted Date

FedConnect

Videos | Help

Opportunity: Media Support/News analysis service

Description

Sole Source Notification for News analysis and brief service focusing on EPA work and other topics of interest to EPA. The intended awardee is Definers Corp, 1500 Wilson Blvd #5, Arlington, VA 22209-2458 - Phone# 571-290-5461

Overview

Reference number:	68HE0H18B0002
Issue date:	11/29/2017
Response due:	
Set Aside:	N/A
NAICS:	541820-Public Relations Agencies
PSC / FSC:	7630
Agency:	EPA

Contracting office:

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Place of Performance:

Contact:	Donna Dews
Phone:	
Fax:	
Email:	Dews.Donna@epa.gov

Vendors conference:

Location:

What do I do now?

This is the opportunity summary page. To the left you will see a description and an overview of this opportunity. To the right you will see a list of the attached documentation. To view any of the attachments, simply click the attachment name.

Registered Users
To register interest in this opportunity or to electronically respond, you must first sign in. Click the Sign In button below.

Sign In

Non Registered Users
You can view this or any other public opportunity. However, registered users have numerous added benefits including the ability to submit questions to the agency, receive emails concerning updates and amendments, create and manage a response team and submit responses directly through this site.

Becoming a registered user is fast, free and takes only a few minutes. To get started, click the Register Now button below.

Register Now

Return to Public Opportunity List

Documentation

- 68HE0H18B0002
  - Special Notice
    - Overview

Details:

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FedConnect

Videos | Help

Opportunity: Media Support/News analysis service

Description

Sole Source Notification for News analysis and brief service focusing on EPA work and other topics of interest to EPA. The intended awardee is Definers Corp, 1500 Wilson Blvd #5, Arlington, VA 22209-2458 - Phone# 571-290-5461

Overview

Reference number:	68HE0H18B0002
Issue date:	11/29/2017
Response due:	
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Documentation

- 68HE0H18B0002
  - Special Notice
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Details:

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Scott, Elaine

From: Quarles, Michael
Sent: Tuesday, January 09, 2018 11:22 AM
To: Scott, Elaine
Subject: Fwd: Updated Docs for PR-OA-17-00132 NEWS SVC
Attachments: SOW.Final.11.08.17.docx; ATT00001.htm

Eval in SOW

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 1104A
(202) 343-9970

Begin forwarded message:

> **From:** "Lynn, Tricia" <lynn.tricia@epa.gov>
> **Date:** November 13, 2017 at 11:47:59 AM EST
> **To:** "Dews, Donna" <Dews.Donna@epa.gov>, "Quarles, Michael" <Quarles.Michael@epa.gov>, "Gosnell, Jody" <Gosnell.Jody@epa.gov>
> **Cc:** "Grantham, Nancy" <Grantham.Nancy@epa.gov>
> **Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC**
>
> Hi all—
>
> Here's the SOW with the instructions, evaluation, and IGCE included at the end. I'm still waiting for a bit of information from Definers to complete the JOFOC, but I'll send it as soon as I have it.
>
> Thanks everyone!
>
> --Tricia
>
> **From:** Dews, Donna
> **Sent:** Thursday, November 02, 2017 11:48 AM
> **To:** Quarles, Michael <Quarles.Michael@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
> **Cc:** Gosnell, Jody <Gosnell.Jody@epa.gov>
> **Subject:** RE: Updated Docs for PR-OA-17-00132 NEWS SVC
>
> Michael

Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Thursday, November 02, 2017 11:44 AM
To: Grantham, Nancy <Grantham.Nancy@epa.gov>; Dews, Donna <Dews.Donna@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Hello,

I will be attaching this document in lieu of FITARA. Thank you.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Grantham, Nancy
Sent: Thursday, November 02, 2017 9:31 AM
To: Dews, Donna <Dews.Donna@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Thanks .. I think Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Thanks all

Nancy Grantham
Office of Public Affairs

US Environmental Protection Agency
202-564-6879 (desk)
Personal Phone / Ex. 6 (mobile)

From: Dews, Donna
Sent: Thursday, November 02, 2017 9:30 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: Updated Docs for PR-OA-17-00132 NEWS SVC

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Deliberative Process / Ex. 5

Deliberative Process / Ex. 5 Please let Jody or I know if you need further information or any questions for JOFOC or any of these other attachments. Again Thanks.

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Deliberative Process / Ex. 5

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Subject: Updated Docs for PR-OA-17-00132 NEWS SVC

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Deliberative Process / Ex. 5

Deliberative Process / Ex. 5 Please let Jody or I know if you need further information or any questions for JOFOC or any of these other attachments. Again Thanks.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

REQUISITION

PROC ENT REQUEST NO.
PR-OA-17-00132

REQUISITION DATE
07/07/2017

1. NAME, PHONE NUMBER, AND ROUTING SYMBOL OF PERSON TO CONTACT
George Hull/202-564-0790

3. ORIGINATING OFFICE DATA
HPOD

4. ADDITIONAL INFORMATION (Suggested supply sources, security data, etc.)

2. TYPE OF REQUEST (Check one)
A. [X] NEW REQUEST
B. [ ] CHANGE TO PENDING PR NO.
C. [ ] MODIFICATION TO CONTRACT OR ORDER NO.

5. APPROVALS

APPROVING OFFICIALS (A)	ROUTING SYMBOL (B)	DATE (C)	INTERNAL ROUTING INITIALS (D)	INTERNAL ROUTING ROUTING SYMBOL (E)
(1) AUTHORIZED REQUISITIONER Javier Araujo	OA	07/21/2017		
(2) Financial Interface	COTS	07/21/2017		
(3) Mardiko Ellison	OA	07/21/2017		
(4) George Hull	OA	07/21/2017		

6. CONSIGNEE AND DESTINATION
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

7. DATE(S) REQUIRED

8. GOVERNMENT FURNISHED PROPERTY
[ ] YES [X] NO (If "yes," see par. 8 of instructions on next page.)

9. DESCRIPTION OF ITEMS OR SERVICES

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST UNIT (E)	ESTIMATED COST AMOUNT (F)
	Brand Name: N Rec Proc Method: SOLE SOURCE FOB: Destination Period of Performance: 07/07/2017 to 07/07/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funded: PBI / Ex. 4				PBI / Ex. 4
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Continued ...				PBI / Ex. 4
				TOTAL ESTIMATED COST	$120,000.00

10. ACCOUNTING DATA
See Schedule

INSTRUCTIONS FOR PREPARATION OF PROCUREMENT REQUEST (PR)

GENERAL - Leave upper right hand corner blank. These spaces are for procurement office use. Complete all applicable blanks.

ITEM 1 - NAME, PHONE NUMBER AND ROUTING SYMBOL of person to contact concerning this request.

ITEM 2 - TYPE OF REQUEST

A. Check "New Request" if this is an initial request.

B. If this is a change to a pending PR, check and enter PR number assigned by procurement office.

C. If PR is for modifying an existing order or contract, check box, and enter order or contract number assigned by procurement office.

ITEM 3 - ORIGINATING OFFICE DATA. Enter any internal data needed by the office preparing the PR, such as internal PR number, project or task number etc.

ITEM 4 - ADDITIONAL INFORMATION. Use this space to indicate suggested sources of supply, any applicable security classification, or for other instructions or data.

If the items or services are proposed to be obtained from only one source of supply, furnish a "sole source" justification with the PR.

ITEM 5 - APPROVALS.

COL.A_APPROVING OFFFICIALS. Enter typed name and title for approving officials as indicated below:

(1) Authorized Requisitioner. Signature of person authorized to approve request for procurement action.

(2) - (4) For use as may be required by local instructions.

COL.B_ROUTING SYMBOL. Self-explanatory
COL.C_DATE. Give date of approval.
COL.D AND COL.E_INTERNAL ROUTING. Use these blocks only if internal review and intermediate approvals are required by approving officials.

ITEM 6 - CONSIGNEE AND DESTINATION Enter the name of the consignee and address location where requested items are to be delivered or services are to be performed.

If shipments are to be made to more than one destination, enter words "Multiple Destinations" in this block, and attach a list of the consignee address where shipments are to be made.

ITEM 7 - DATE(S) REQUIRED. Enter the date(s) that re-requested items are required. Do not use "as soon as possible" or similar terms. When the requested items and/or services are required sooner than the normal procurement lead-time would permit, a written justification should be attached to the PR. The justification should state why expedited handling is necessary and the probable results if the indicated delivery date(s) is not met.

ITEM 8 - GOVERNMENT FURNISHED PROPERTY. If "Yes" is checked, describe each item to be furnished by the Government and state its acquisition cost (estimated if unattainable), and state the use to be made of the item(s) by the contractor.

ITEM 9 - DESCRIPTION OF ITEMS OR SERVICES

COL.A__ITEM NO. Enter item numbers in numerical sequence.

COL.B__ITEM OR SERVICE. Identify applicable specifications, drawings, and purchase descriptions, and attach a copy of each. Provide Federal Stock Numbers if known and manufacturer's part number, if applicable.

If a brand name or equal product, state the commercial brand name and model, and set forth those characteristics essential to Government needs.

Furnish any special shipping and routing instructions, and any preservation, packaging, packing, and marking instructions.

Furnish any other instructions, such as inspection and testing requirements

COL.C_QUANTITY. Enter the quantity of each item requested.

COL.D_UNIT. The measure such as "each", or "set"

COL.E_ESTIMATED UNIT COST. Use the most current price available, i.e., the reasonable "going market price," as may be obtainable from commercial catalogs, price lists, bulletins, reports, trade journals and the like.

If the requested item or service has been previously procured, and no other more current pricing data is available, use last known purchase price.

COL.F_ESTIMATED TOTAL COST. Enter the total estimated cost for each item and grand total cost for all items.

ITEM 10 - ACCOUNTING DATA. Enter the appropriations(s) under which funds have been made available, and any other accounting data required.

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	(D)	ESTIMATED COST UNIT PRICE (E)	ESTIMATED COST AMOUNT (F)
	Funded: $15,000.00				
0003	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-202BD4-2504-1711H71040-004 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 202BD4 Budget (BOC): 2504 DCN - Line ID: 1711H71040-004 Funded: PBI / Ex. 4				PBI / Ex. 4
0004	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-301ME9-2504-1711H71040-005 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 301ME9 Budget (BOC): 2504 DCN - Line ID: 1711H71040-005 Funded: PBI / Ex. 4				PBI / Ex. 4
0005	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-303D99-2504-1711H71040-006 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 303D99 Budget (BOC): 2504 DCN - Line ID: 1711H71040-006 Funded: PBI / Ex. 4				PBI / Ex. 4
0006	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-401CD6-2504-1711H71040-007 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 401CD6 Budget (BOC): 2504 DCN - Line ID: 1711H71040-007 Funded: PBI / Ex. 4				PBI / Ex. 4
0007	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-501E44-2504-1711H71040-008 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 501E44 Budget (BOC): 2504 DCN - Line ID: 1711H71040-008 Continued ...				PBI / Ex. 4

ITEM NO. (A)	ITEM OR SERVICE (Includ ecifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST UNIT PRICE (E)	ESTIMATED COST AMOUNT (F)
	Funded: PBI / Ex. 4				
0008	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-ZZZHF8-2504-1711H71040-009 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): ZZZHF8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-009 Funded: PBI / Ex. 4				PBI / Ex. 4
0009	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-C-11-101FK6XR1-2504-1711H71040-010 BFY: 17 EFY: 18 Fund: C Budget Org: 11 Program (PRC): 101FK6XR1 Budget (BOC): 2504 DCN - Line ID: 1711H71040-010 Funded: PBI / Ex. 4				PBI / Ex. 4
0010	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-T-11-501E52-2504-1711H71040-002 BFY: 17 Fund: T Budget Org: 11 Program (PRC): 501E52 Budget (BOC): 2504 DCN - Line ID: 1711H71040-002 Funded: PBI / Ex. 4				PBI / Ex. 4

INDEPENDENT GOVERNMENT COST ESTIMATE
Media Monitoring Services Support
July 7, 2017 - July 7, 2018

Deliberative Process / Ex. 5

definers
PUBLIC AFFAIRS

To: Interested Parties
From: Joe Pounder, President, Definers Public Affairs
Julia Cotrone, Special Assistant, Definers Public Affairs
Will Schenkel, War Room Director, Definers Public Affairs
Date: December 6th, 2017
Subject: EPA Media Support Proposal

---

1) Overall Scope:

Definers Public Affairs can provide the EPA's Office of Public Affairs (OPA) with comprehensive media monitoring services and analysis focused on alerting the team to developing news stories, building compendiums twice a day on issues you have identified. With analysts on the ground in Washington D.C. and the Bay Area, Definers Public Affairs is able to provide comprehensive media monitoring of coherent information on environmental issues, and EPA actions and policies around the clock.

2) *Media Monitoring Scope:*

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are enclosed.

The monitoring will focus on stories about Administrator Pruitt and the EPA outlined in the proposal section below. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.
To achieve this Definers will provide the EPA 4 basic services:

- **2A)** delivery, via email, of a twice-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis; as well as a weekly analysis that comprises the top coverage, response from environmentalists, and analysis of trends from the past week, as well as the week ahead.
- **2B)** delivery, via email and in near-real-time, of media stories involving relevant events, announcements and issues, with trend analysis included;
- **2C)** delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor

- **2D)** delivery, via searchable database, of all past media stories gathered under the other assigned tasks

3) **Proposal:**

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on alerting your team to news stories as they break and develop from English-language sources.

3A) This monitoring would include print and online sources, national and local TV, and key influencers on social media relating to the EPA's:

- Administrator
- Air
- Brownfields/Superfund/Other cleanups
- Budget
- Climate Change
- Emergency Response
- Energy
- Enforcement
- Environmental Justice
- Environmental activists
- EPA
- Grants
- Hazardous waste
- International environmental agreements and disputes
- Pesticides
- Research and Development
- Rules/Regulations/Policy
- Toxics/TSCA
- Trash/recycling/composting/solid waste
- Tribal environmental issues
- Water

3B) The monitoring program for the subjects outlined above would incorporate two tracks:

i. **On a daily basis**, stories would be compiled into **morning and evening matrices** of issues identified by your team. The matrix will include a brief summary and analysis as to the coverage. Throughout the day, Definers will alert major stories that our analysts deem pertinent to your strategic objectives, and follow them as they develop, circulate, and gain traction. Definers will also provide *a weekly analysis that comprises the top coverage, response from environmentalists, and analysis of trends from the past week, as well as the week ahead.*

ii. **In a breaking news situation,** Definers media analysts will work hand-in-hand with your team to monitor for news stories and how they spread throughout the media. Our analysts will provide a quick analysis when needed that identifies what environmental companies are saying, whether stories are positive/negative, and whether or not they incorporate your company's perspective. This quick analysis will help your team more

effectively respond to developing news.

3C) Through Definers Console-based war room system the EPA team can be automatically notified via e-mail of news alerts and they can also login and go through the alerts in one convenient location. The Console includes a robust search function that will enable your team to quickly find and filter the stories alerted by Definers.

The EPA will have the ability to use the Definers Console for:

- Proprietary advanced search functions within the clips
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Ability to pre-load your customized Console with the issues, public figures, and news data relevant to you populated in real time
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of your customized data streams.
- Delivered through our proprietary web interface which allows for email distribution as well.

3D) In order to achieve these task Definers will obtain/maintain subscriptions or licenses for:

- Nexis Lexis
- TV Eyes
- SnapStream
- AP
- Agri-Pulse
- Argus Media
- Axios
- Bloomberg
- Bloomberg BNA
- Boston Globe
- Breitbart
- Business Insider
- CNN
- Chicago Tribune
- Christian Science Monitor
- CQ Roll Call
- The Daily Caller
- E&E News
- Financial Times
- Forbes
- Fox News
- The Guardian
- The Hill
- Think Progress
- Hot Air
- Huffington Post

- Independent Journal Review
- LA Times
- Morning Consult
- Mother Jones
- New Republic
- NPR
- NTK Network
- NY Times
- The Oklahoman
- PJ Media
- Politico Pro
- Politico
- Reuters
- Scientific American
- Tulsa World
- USA Today
- Youtube
- Wall Street Journal
- Washington Examiner
- Washington Post
- Washington Times

3E) *Once contracted EPA will have 24/7 access to Definers account managers, analysts, and senior managers, to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.*

4) <u>Definers Estimated Cost:</u>

To accomplish your objectives, we anticipate a cost of **$240,000 over 12 months.**

Monthly Cost Breakdown:
$12,500 = 24/7 access to custom built and proprietary Definers Console (outlined in section 3C)
$5,000 = Scope of clips package as defined by agency (outlined in section 3A, 3B and 3D)
$2,500 = 24/7 access to staff (Outlined in section 3E)

Sample Matrix/Compendium

EPA Clips
May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", Iowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside $12 Million For Buyouts In Coming Months", Washington Post, 5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!'", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over $4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

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@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

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@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n…"

@AGRutledge: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working. arkansasag.gov/media-center/n..."

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules
Reuters
By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are

necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.
"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done,'" Ebell said.
In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.
"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.
A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency
Fox & Friends
May 17, 2017
http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning. Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

Steve: That crosses both Democrat and Republican administrations.

Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country. the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

Administrator Pruitt: Possibly, yes. And that's why it's so important to focus the core of the mission on those areas. This president is a doer, an action oriented leader. the past administration talked a lot. this administration is actually taking steps to do things to clean up the environment. We're focusing on those areas you mentioned.

Brian: super fund sites that need to be cleaned up. What's your first target?

Administrator Pruitt: We are very focused on Westlake. I was in East Chicago about three weeks ago. a site that has lead as well.

Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house. this is what the American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership. and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

Administrator Pruitt: Clean up these sites. set a goal and say 1322 sites unacceptable. 27 years to make a decision is unacceptable. Let's get St. Louis cleaned up.

Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.

To: Interested Parties
From: Joe Pounder, President, America Rising Corp.
Date: May 22, 2017
Subject: Media Monitoring Services In 2017-2018

Project Scope:

Provide comprehensive media monitoring of news about Administrator Scott Pruitt and specifically about the Environmental Protection Agency (EPA).

Media Monitoring:

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include print and online sources, national and local TV, and social media. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are below.

The monitoring will focus on stories about Administrator Pruitt and the EPA and not stories about environmental policy in general. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.

In the next three months, Definers will be rolling out for its monitoring clients a new Console that will make all news clips alerted available via login in addition to email notifications. The Console has a powerful search function that will allow users to easily find the clips they need for ongoing projects.

Timeline:

Definers can begin providing immediate support upon execution of an agreement.

Budget:

To accomplish this level of monitoring support, Definers proposes a retainer **of $10,000 per month** for a term of one-year.

Sample Matrix/Compendium

EPA Clips

May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

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Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

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Brian: it will be one of the big top topics.

Brian: Great to see you.

Scott, Elaine

From: Quarles, Michael
Sent: Tuesday, January 09, 2018 11:12 AM
To: Scott, Elaine
Subject: Fwd: Updated Docs for PR-OA-17-00132 NEWS SVC
Attachments: Definers Cost Breakdown/Letter; ATT00001.htm

Quote

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 1104A
(202) 343-9970

Begin forwarded message:

From: "Lynn, Tricia" <lynn.tricia@epa.gov>
Date: November 16, 2017 at 1:37:52 PM EST
To: "Dews, Donna" <Dews.Donna@epa.gov>, "Quarles, Michael" <Quarles.Michael@epa.gov>, "Gosnell, Jody" <Gosnell.Jody@epa.gov>
Cc: "Grantham, Nancy" <Grantham.Nancy@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Donna—

I apologize...I thought you just needed that so I could put it in the IGCE. Please see the attached email, wherein Definers quotes a price.

That said, Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Thanks!

--Tricia

From: Dews, Donna
Sent: Thursday, November 16, 2017 1:28 PM
To: Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>; Gosnell, Jody <Gosnell.Jody@epa.gov>
Cc: Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC
Importance: High

Hi All

I am still reviewing documents submitted (JOFOC and SOW) but we still need that Quote from the contractor (Definers). If you sent and I missed, I apologize. Again Thanks.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Lynn, Tricia
Sent: Monday, November 13, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>; Gosnell, Jody <Gosnell.Jody@epa.gov>
Cc: Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Hi all—

Here's the SOW with the instructions, evaluation, and IGCE included at the end. I'm still waiting for a bit of information from Definers to complete the JOFOC, but I'll send it as soon as I have it.

Thanks everyone!

--Tricia

From: Dews, Donna
Sent: Thursday, November 02, 2017 11:48 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Michael

Thank you.

Donna Dews
Contract Specialist

US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Thursday, November 02, 2017 11:44 AM
To: Grantham, Nancy <Grantham.Nancy@epa.gov>; Dews, Donna <Dews.Donna@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Hello,

I will be attaching this document in lieu of FITARA. Thank you.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Grantham, Nancy
Sent: Thursday, November 02, 2017 9:31 AM
To: Dews, Donna <Dews.Donna@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Thanks .. I think Deliberative Process / Ex. 5
Deliberative Process / Ex. 5

Thanks all

Nancy Grantham
Office of Public Affairs
US Environmental Protection Agency
202-564-6879 (desk)
Personal Phone / Ex. 6 **(mobile)**

From: Dews, Donna
Sent: Thursday, November 02, 2017 9:30 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: Updated Docs for PR-OA-17-00132 NEWS SVC

Hi All

I appreciate everyone coming out so we can continue to progress toward this solicitation. Per our meeting Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5 Please let Jody or I know if you need further information or any questions for JOFOC or any of these other attachments. Again Thanks.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

Scott, Elaine

From: Julia Cotrone <jcotrone@definerscorp.com>
Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

-Advanced search functions
-Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
-Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
-Human analysis
-Coverage throughout the day
-Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
-Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,
Julia Cotrone
Special Assistant
Definers Public Affairs

Cost Breakdown
7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency

-News Alerts throughout the day from online, print, and TV sources
-Matrices
-Relevant breaking news

--

Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

_X_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) __X__ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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 include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

FAR 52.252-2 Clauses Incorporated by Reference (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://farsite.hill.af.mil/_____

_____

EPAAR 1552.211-79 Compliance with EPA Policies for Information Resources Management (JAN 2012)

(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 on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) Section 508 requirements (accessibility). Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at www.epa.gov/accessibility.

(d) 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/policies/index.html".

EPAAR 1552.232-74 Payments—Simplified Acquisition Procedures Financing (JUN 2006)

Simplified acquisition procedures financing in the form of interim payment(s) will be provided under this commercial item order in accordance with the payment schedule below. If both advance and interim payments are to be made, the payment schedule shown below will specify the type of payment provided for each line item.

The Government shall pay the contractor as follows upon the submission of invoices or vouchers approved by the project officer: monthly in arrears

[71 FR 32284, June 5, 2006]

EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74); 2013 Continuing Appropriations Resolution (Pub.L. 112-175); Consolidated and Further Continuing

Appropriations Act, 2013 (Pub.L. 113-6); Continuing Appropriations Act, 2014 (Pub.L. 113-46), and subsequent relevant appropriations acts, the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the contracting officer may render the contractor ineligible for FY 2012, 2013, 2014 or subsequent FY contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

Dews, Donna

From: Dews, Donna
Sent: Thursday, December 14, 2017 2:02 PM
To: Stewart, Keith
Cc: Brown, Rayna; Gosnell, Jody; Plater, Lottie; Wilson, Jessica; Scott, Elaine
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002

Hi Keith/Rayna

See below.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Wednesday, December 06, 2017 9:40 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: RE: Response to Sole Source Notification: 68HE0H18B0002

Hello Donna,

Please see our statement below regarding the capabilities of TechMIS for our contract. Let me know if you need anything else.

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. Definers also offers War Room Services which allows them to function in real time to identify and react immediately to opportunities arising out of the news cycle and to flag potential challenges and crises before they escalate. Finally, Definers offers best practices from political and issue campaigns as well as private sector disputes. They have analysts from diverse backgrounds to cover a wide array of sectors. TechMIS albeit a new clips company does not reach the level of capable services we requires in this contract.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Dews, Donna
Sent: Tuesday, December 05, 2017 11:49 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

Hi Michael

See below.

Please send a kind note after reviewing their capability statement as to why you are doing a Sole Source for your Media Support and Analysis and copy me for our contract documentation records so we can avoid possible a protest.

You can use your description off of your JOFOC as a starting point to support your reasoning.

Also send a note to:

Personal Privacy / Ex. 6

I can forward the above individual emails (Ben and Armand) to see what they were requesting from you or you can just let them know this was just to inform them of your office's intent to sole source, since no capability statement was sent. It is up to you if you want to send them the finalized SOW.

Per our phone conversation yesterday and our request via email, please get a quote from Definer's and a Capability Statement. I do not believe the Cost Breakdown is adequate documentation for our records. A quote – defines the items being purchased, the price per item, terms and conditions and an expiration date and the period of performance, instead of 1 year define as 12 months.

Again, Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460

202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Burt Squires - TechMIS [mailto:burt.squires@techmis.com]
Sent: Wednesday, November 29, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Subject: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

TechMIS LLC is submitting the following response to solicitation 68HE0H18B0002 posted on the FBO as a Sole Source Notification on 11/29/17. We have the capability to perform all functions described in this solicitation in house.

PBI / Ex. 4

We request that the Government not award this contract without competition. PBI / Ex. 4

PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

Any and all questions about this response should be addressed to the following: Burt Squires, Vice President of TechMIS LLC at 12208 Woodlands Circle, Dade City, FL 33525. Mr. Squires has both signature and negotiation authority for this response. Mr. Squires can be contacted at 717-324-1342 or via email at burt.squires@techmis.com.

Regards,

Steven Mains, PhD	Burton J. Squires	Harvey Glasgow
CEO & Managing Partner	Vice President & Partner	Controller, FSO & Partner

Statement of Work

Media Support Contract

U.S. Environmental Protection Agency

Background and Purpose:

EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

Scope of Work

EPA requires four basic services:

- delivery, via email and in near-real-time, of media stories involving relevant events, announcements and issues, with trend analysis included;
- delivery, via email, of a once-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis;
- delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor
- delivery, via searchable database, of all past media stories gathered under the other assigned tasks

The selected vendor shall be responsible for obtaining the necessary licenses (via Factiva, Lexis Nexis or similar service) to provide this service to OPA.

Accompanying these deliverables, selected vendor shall provide exceptional customer service, including 24/7 access by EPA to contractor's account managers, analysts, and senior managers, to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.

Deliverables shall:

- include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc.;

- reflect understanding of EPA's mission and interests;
- characterize, when requested, the coverage such that EPA officials can quickly get a sense of how widely various story elements were run and what the general tone is; and
- provide links within the coverage to the original full-text versions and to streaming video of important television as originally broadcast.

All content is to be provided as described within the task descriptions, with the exception of the observed legal holidays below:

- New Year's Day
- Martin Luther King's Birthday Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day (two days: Thanksgiving Day and the day after Thanksgiving)
- Christmas day (two days: These days will vary based on which day of the week Christmas falls and will be worked out between EPA and the contractor.)
- Inauguration Day (when applicable)

At a minimum, the following outlets shall be included in the contractor's search for media clips:

AP
Agri-Pulse
Argus Media
Axios
Bloomberg
Bloomberg BNA
Boston Globe
Breitbart
Business Insider
CNN
Chicago Tribune
Christian Science Monitor
The Daily Caller
E&E News
Financial Times
Forbes
Fox News
The Guardian
The Hill
Hot Air
Independent Journal Review
LA Times
Morning Consult
NPR
NTK Network
NY Times
The Oklahoman
PJ Media
Politico
Reuters
Scientific American
Tulsa World
USA Today
Wall Street Journal
Washington Examiner
Washington Post
Washington Times
Google News Keywords– EPA, Environmental Protection Agency, Scott Pruitt

Tasks and Deliverables:

For Tasks 1 & 2, the contractor shall seek to provide news stories relevant to EPA's mission, and, at a minimum, shall include the following topic areas:

a. Administrator
b. Brownfields/Superfund/Other cleanups
c. Budget
d. Climate Change
e. Emergency Response
f. Energy
g. Enforcement
h. Environmental Justice
i. EPA
j. Grants
k. Hazardous waste
l. International environmental agreements and disputes
m. Pesticides
n. Research and Development
o. Rules/Regulations/Policy
p. Toxics/TSCA
q. Trash/recycling/composting/solid waste
r. Tribal environmental issues

EPA may modify this topic area list by contacting the contractor as new or additional areas of focus arise.

Task 1 – Deliver, via email, Near Live-Time Coverage of Relevant Individual Media Stories

Deliverables:

The contractor shall deliver comprehensive, near live-time media coverage for high-priority events, announcements or issues. Delivery is to be made in individual emails which also include the name of the media outlet, the full text of the story, a link to the original source, and a brief (1-2 sentences) characterization of the tone of the story, all in an easily-readable, Section 508-compliant format. This "war room" type coverage will include rapid delivery of media stories. Delivery will be to a select list of approximately 30 OPA staff, as provided by OPA. Delivery shall be throughout the day as news stories are published and within 30 minutes of the time of publication. This deliverable shall be available seven days per week, from 8 AM to 11 PM Eastern Time, excluding holidays as defined in this statement of work. Note that, while emails shall typically be delivered with one story per email, multiple entries may be combined in a single email at the contractor's discretion. In either case, however, the email shall be sent within 30 minutes of all articles' publication.

Name	Due	Acceptance Criteria
Near Live-Time Coverage of Relevant Individual Media Stories	Due five days per week, excluding holidays, from 8 AM – 11 PM Eastern Time on a rolling basis, throughout the day as news stories are published. All stories shall be sent to the OPA listserv within 30 minutes of publication.	- Individual or combined story entries are delivered to appropriate recipients via email. - Selected articles demonstrate an understanding of which issues are important to OPA - Each email includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the story's tone. - Emails are in an easily-readable, Section 508-compliant format. - Updates to the recipient listserv are made within one (1) business day.

Task 2 – Deliver, via E-Mail, Daily Compiled News Coverage of EPA and Environmental Issues, Including Trend Analysis

Deliverables

On Monday through Friday, excluding defined holidays, the contractor shall provide an e-mail compendium of news coverage relevant to EPA and environmental issues. These compendia are due twice daily at 8:00 AM and 3:00 PM Eastern Time. These deliveries shall consist of media stories from print, television and radio outlets. For print stories, the contractor shall provide the article title, full story content, and a link to the original full-text versions. Television and radio stories shall include a title, link, and brief summary of the content.

The compendia shall include all Task 1 and Task 3 materials. The contractor will not be required to deliver any e-mails for this task on Saturdays, Sundays or observed holidays as defined in this statement of work. However, the first Monday and/or post-holiday e-mail

delivery under this task shall also include content published since the preceding e-mail delivery on Friday or the day before the holiday, and shall include relevant content from all weekend and/or observed holiday days.

In addition to news clips, the compendia shall also include a trend analysis, to include key metrics such as:

- total volume of media reports;
- average favorability – percent favorable, neutral, and unfavorable;
- leading story focus;
- leading messages;
- leading spokespeople on key messages; and
- leading media type on key messages.

The above represents OPA's best idea of the trend analysis, but specifics will be worked out with the contractor after contract award.

These compendia, including trend analysis, will go to a listserv, maintained by the contractor, of approximately 600 people. Formatting of the compendia is at the discretion of the contractor, but they must be easy to read with a reasonable type and font size, and must be Section 508 compliant.

Name	Due	Acceptance Criteria
Compiled News Coverage of EPA and Environmental Issues	Due no later than 8:00 AM and again at 3:00 PM Eastern Time, Monday through Friday. Note that Monday 8:00 AM edition and any edition following a holiday will include relevant stories published during the time of the weekend and/or holiday.	- Compendia arrive on time and to all recipients on vendor-maintained listserv. - Compendia use reasonable font and type size, and are Section 508 compliant. - Compendia include relevant articles gleaned from the OPA-provided list of key words. - Each compendium includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the story's tone for each story included.

		- Compendia include a trend analysis - Key word updates are incorporated no later than four (4) business hours from the time vendor is informed by OPA of change. - Updates to listserv are made within one (1) business day of time vendor is informed by OPA of changes.

Task 3 - Deliver, via E-mail, Near Live-Time Coverage of High-Priority News Stories

Deliverables

In addition to the daily individual and compiled news coverage in Tasks 1 and 2, the contractor shall provide OPA staff with news stories on breaking news and high priority issues. This content will be limited to high priority issues and/or media outlets as determined on an ongoing basis through discussion between OPA and the contractor. This content is to be delivered on a rolling basis throughout the day as it is published, and within 30 minutes of publication, seven days per week from 8 AM – 11 PM. Emails shall be delivered to an OPA-provided list of approximately 30 individuals, and the list shall be maintained and updated as needed by the contractor.

Emails shall include the name of the media outlet, the full text of the story, a link to the original source, and a brief (1-2 sentences) characterization of the tone of the story, all in an easily-readable, Section 508-compliant format. Note that, while emails shall typically be delivered with one story per email, multiple entries may be combined in a single email at the contractor's discretion. In either case, however, the email must be sent within 30 minutes of all articles' publication.

Name	Due	Acceptance Criteria
Near Live-Time Coverage of High Priority New Stories	Due seven days per week, excluding holidays, from 8 AM – 11 PM Eastern Time on a rolling basis, throughout the day as news stories are	- Individual or combined story entries are delivered to appropriate recipients via email within 30 minutes of article publication.

	published. All stories shall be sent to the OPA listserv within 30 minutes of publication.	- Selected articles reflect both an understanding of which issues are of high priority to OPA, and also the topics determined through discussions between OPA and the vendor. - Each email includes the name of the media outlet. the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the tone of the story in an easily-readable, Section 508- compliant format. - Updates to the list of recipients are made within one (1) business day.

Supporting Information

The Period of Performance shall be for one year from date of contract award.

definers
PUBLIC AFFAIRS

To: Interested Parties
From: Joe Pounder, President, Definers Public Affairs
Julia Cotrone, Special Assistant, Definers Public Affairs
Will Schenkel, VP, Definers Public Affairs
Date: December 7th, 2017
Subject: EPA Media Support Proposal

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1) Overall Scope:

Definers Public Affairs can provide the EPA's Office of Public Affairs (OPA) with comprehensive media monitoring services and analysis focused on alerting the team to developing news stories, building compendiums twice a day on issues you have identified. With analysts on the ground in Washington D.C. and the Bay Area, Definers Public Affairs is able to provide comprehensive media monitoring of coherent information on environmental issues, and EPA actions and policies around the clock.

2) Media Monitoring Scope:

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are enclosed.

The monitoring will focus on stories about Administrator Pruitt and the EPA outlined in the proposal section below. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.
To achieve this Definers will provide the EPA 4 basic services:

- **2A)** delivery, via email, of a twice-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis
- **2B)** delivery, via email and in near-real-time, of media stories involving events, announcements and issues directly relevant to the EPA, with trend analysis included;
- **2C)** delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor.
- **2D)** delivery, via searchable database, of stories gathered under the other assigned tasks as of contract start date.

3) **Proposal:**

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on alerting your team to news stories as they break and develop from English-language sources.

3A) This monitoring would include all print and online sources, national and local TV, and key influencers on social media relating to:

- Administrator
- Brownfields/Superfund/Other cleanups
- Environmental Justice
- Environmental activists
- EPA
- International environmental agreements and disputes
- Toxics/TSCA
- Tribal environmental issues

The following subjects will also be monitored & alerted when directly mentioning or relevant the Administrator or the EPA:

- Budget
- Climate Change
- Emergency Response
- Energy
- Enforcement
- Grants
- Hazardous waste
- Pesticides
- Research and Development
- Rules/Regulations/Policy
- Trash/recycling/composting/solid waste

3B) The monitoring program for the subjects outlined above would incorporate two tracks:

i. **On a daily basis**, stories would be compiled into **morning and evening matrices** of issues identified by your team. The matrix will include a brief summary and analysis as to the coverage. Throughout the day, Definers will alert major stories that our analysts deem pertinent to your strategic objectives, and follow them as they develop, circulate, and gain traction.

ii. **In a breaking news situation,** Definers media analysts will work hand-in-hand with your team to monitor for news stories and how they spread throughout the media. Our analysts will provide a quick analysis when needed that identifies what environmental companies are saying, whether stories are positive/negative, and whether or not they incorporate your company's perspective. This quick analysis will help your team more effectively respond to developing news.

3C) Through Definers Console-based war room system the EPA team can be automatically notified via e-mail of news alerts and they can also login and go through the alerts in one convenient location. The Console

includes a robust search function that will enable your team to quickly find and filter the stories alerted by Definers.

The EPA will have the ability to use the Definers Console for:

- Proprietary advanced search functions within the clips
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of your customized data streams.
- Delivered through our proprietary web interface which allows for email distribution as well.

3D) In order to achieve these task Definers will obtain/maintain subscriptions or licenses for:

- Nexis Lexis
- TV Eyes
- SnapStream
- AP
- Agri-Pulse
- Argus Media
- Axios
- Bloomberg
- Bloomberg BNA
- Boston Globe
- Breitbart
- Business Insider
- CNN
- Chicago Tribune
- Christian Science Monitor
- CQ Roll Call
- The Daily Caller
- E&E News
- Financial Times
- Forbes
- Fox News
- The Guardian
- The Hill
- Think Progress
- Hot Air
- Huffington Post
- Independent Journal Review
- LA Times
- Morning Consult
- Mother Jones
- New Republic
- NPR

- NTK Network
- NY Times
- The Oklahoman
- PJ Media
- Politico Pro
- Politico
- Reuters
- Scientific American
- Tulsa World
- USA Today
- Youtube
- Wall Street Journal
- Washington Examiner
- Washington Post
- Washington Times

3E) Once contracted EPA will have unlimited access to Definers account managers & to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.

4) **Definers Estimated Cost:**

To accomplish your objectives, we anticipate a cost of **$120,000 over 12 months.** A monthly cost of **$10,000** for the Console and Support –see below:

Monthly Cost Breakdown:
$7,500 = Unlimited access to custom built and proprietary Definers Console with breaking news and clip package distribution
$2,500 = One month of analyst support and access based on clip volume (outlined in section 3)

Sample Matrix/Compendium

EPA Clips
May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", Iowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside $12 Million For Buyouts In Coming Months", Washington Post, 5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!'", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over $4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

TV/Radio
5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social
@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

@RepStefanik: "Sent a letter to the EPA expressing my concerns over the dismissal of members of the Board of Scientific Counselors… It's critical that the EPA continues to use the highest quality research when making policy decisions."

@Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"

@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n…"

@AGRutledge: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working. arkansasag.gov/media-center/n..."

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules
Reuters
By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are

necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.
"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done,'" Ebell said.
In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.
"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.
A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency
Fox & Friends
May 17, 2017
http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning. Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

Steve: That crosses both Democrat and Republican administrations.

Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country. the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

Administrator Pruitt: Possibly, yes. And that's why it's so important to focus the core of the mission on those areas. This president is a doer, an action oriented leader. the past administration talked a lot. this administration is actually taking steps to do things to clean up the environment. We're focusing on those areas you mentioned.

Brian: super fund sites that need to be cleaned up. What's your first target?

Administrator Pruitt: We are very focused on Westlake. I was in East Chicago about three weeks ago. a site that has lead as well.

Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house. this is what the American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership. and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

Administrator Pruitt: Clean up these sites. set a goal and say 1322 sites unacceptable. 27 years to make a decision is unacceptable. Let's get St. Louis cleaned up.

Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.

Scott, Elaine

From: Quarles, Michael
Sent: Tuesday, January 09, 2018 11:22 AM
To: Scott, Elaine
Subject: Fwd: Updated Docs for PR-OA-17-00132 NEWS SVC
Attachments: SOW.Final.11.08.17.docx; ATT00001.htm

Eval in SOW

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 1104A
(202) 343-9970

Begin forwarded message:

> **From:** "Lynn, Tricia" <lynn.tricia@epa.gov>
> **Date:** November 13, 2017 at 11:47:59 AM EST
> **To:** "Dews, Donna" <Dews.Donna@epa.gov>, "Quarles, Michael" <Quarles.Michael@epa.gov>, "Gosnell, Jody" <Gosnell.Jody@epa.gov>
> **Cc:** "Grantham, Nancy" <Grantham.Nancy@epa.gov>
> **Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC**
>
> Hi all—
>
> Here's the SOW with the instructions, evaluation, and IGCE included at the end. I'm still waiting for a bit of information from Definers to complete the JOFOC, but I'll send it as soon as I have it.
>
> Thanks everyone!
>
> --Tricia
>
> **From:** Dews, Donna
> **Sent:** Thursday, November 02, 2017 11:48 AM
> **To:** Quarles, Michael <Quarles.Michael@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
> **Cc:** Gosnell, Jody <Gosnell.Jody@epa.gov>
> **Subject:** RE: Updated Docs for PR-OA-17-00132 NEWS SVC
>
> Michael

Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Thursday, November 02, 2017 11:44 AM
To: Grantham, Nancy <Grantham.Nancy@epa.gov>; Dews, Donna <Dews.Donna@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Hello,

I will be attaching this document in lieu of FITARA. Thank you.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Grantham, Nancy
Sent: Thursday, November 02, 2017 9:31 AM
To: Dews, Donna <Dews.Donna@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: RE: Updated Docs for PR-OA-17-00132 NEWS SVC

Thanks .. I think **Deliberative Process / Ex. 5**
Deliberative Process / Ex. 5

Thanks all

Nancy Grantham
Office of Public Affairs

US Environmental Protection Agency
202-564-6879 (desk)
Personal Phone / Ex. 6 (mobile)

From: Dews, Donna
Sent: Thursday, November 02, 2017 9:30 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>
Subject: Updated Docs for PR-OA-17-00132 NEWS SVC

Hi All

I appreciate everyone coming out so we can continue to progress toward this solicitation. Per our meeting Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5 Please let Jody or I know if you need further information or any questions for JOFOC or any of these other attachments. Again Thanks.

Donna Dews
Contract Specialist
US Environmental Protection Agency
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HPOD/Program Contract Service Center
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Dews.donna@epa.gov

Statement of Work

Media Support Contract

U.S. Environmental Protection Agency

Background and Purpose:

EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

Scope of Work

EPA requires four basic services:

- delivery, via email and in near-real-time, of media stories involving relevant events, announcements and issues, with trend analysis included;
- delivery, via email, of a once-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis;
- delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor
- delivery, via searchable database, of all past media stories gathered under the other assigned tasks

The selected vendor shall be responsible for obtaining the necessary licenses (via Factiva, Lexis Nexis or similar service) to provide this service to OPA.

Accompanying these deliverables, selected vendor shall provide exceptional customer service, including 24/7 access by EPA to contractor's account managers, analysts, and senior managers, to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.

Deliverables shall:

- include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc.;

- reflect understanding of EPA's mission and interests;
- characterize, when requested, the coverage such that EPA officials can quickly get a sense of how widely various story elements were run and what the general tone is; and
- provide links within the coverage to the original full-text versions and to streaming video of important television as originally broadcast.

All content is to be provided as described within the task descriptions, with the exception of the observed legal holidays below:

- New Year's Day
- Martin Luther King's Birthday Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day (two days: Thanksgiving Day and the day after Thanksgiving)
- Christmas day (two days: These days will vary based on which day of the week Christmas falls and will be worked out between EPA and the contractor.)
- Inauguration Day (when applicable)

At a minimum, the following outlets shall be included in the contractor's search for media clips:

AP
Agri-Pulse
Argus Media
Axios
Bloomberg
Bloomberg BNA
Boston Globe
Breitbart
Business Insider
CNN
Chicago Tribune
Christian Science Monitor
The Daily Caller
E&E News
Financial Times
Forbes
Fox News
The Guardian
The Hill
Hot Air
Independent Journal Review
LA Times
Morning Consult
NPR
NTK Network
NY Times
The Oklahoman
PJ Media
Politico
Reuters
Scientific American
Tulsa World
USA Today
Wall Street Journal
Washington Examiner
Washington Post
Washington Times
Google News Keywords– EPA, Environmental Protection Agency, Scott Pruitt

Tasks and Deliverables:

For Tasks 1 & 2, the contractor shall seek to provide news stories relevant to EPA's mission, and, at a minimum, shall include the following topic areas:

a. Administrator
b. Air
c. Brownfields/Superfund/Other cleanups
d. Budget
e. Climate Change
f. Emergency Response
g. Energy
h. Enforcement
i. Environmental Justice
j. EPA
k. Grants
l. Hazardous waste
m. International environmental agreements and disputes
n. Pesticides
o. Research and Development
p. Rules/Regulations/Policy
q. Toxics/TSCA
r. Trash/recycling/composting/solid waste
s. Tribal environmental issues
t. Water

EPA may modify this topic area list by contacting the contractor as new or additional areas of focus arise.

Task 1 – Deliver, via email, Near Live-Time Coverage of Relevant Individual Media Stories

Deliverables:

The contractor shall deliver comprehensive, near live-time media coverage for high-priority events, announcements or issues. Delivery is to be made in individual emails which also include the name of the media outlet, the full text of the story, a link to the original source, and a brief (1-2 sentences) characterization of the tone of the story, all in an easily-readable, Section 508-compliant format. This "war room" type coverage will include rapid delivery of media stories. Delivery will be to a select list of approximately 30 OPA staff, as provided by OPA. Delivery shall be throughout the day as news stories are published and within 30 minutes of the time of publication. This deliverable shall be available seven days per week, from 8 AM to 11 PM Eastern Time, excluding holidays as defined in this statement of work. Note that, while emails shall typically be delivered with one story per email, multiple entries

may be combined in a single email at the contractor's discretion. In either case, however, the email shall be sent within 30 minutes of all articles' publication.

Name	Due	Acceptance Criteria
Near Live-Time Coverage of Relevant Individual Media Stories	Due seven days per week, excluding holidays, from 8 AM – 11 PM Eastern Time on a rolling basis, throughout the day as news stories are published. All stories shall be sent to the OPA listserv within 30 minutes of publication.	- Individual or combined story entries are delivered to appropriate recipients via email within 30 minutes of article publication. - Selected articles demonstrate an understanding of which issues are important to OPA - Each email includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the story's tone. - Emails are in an easily-readable, Section 508-compliant format. - Updates to the recipient listserv are made within one (1) business day.

Task 2 – Deliver, via E-Mail, Daily Compiled News Coverage of EPA and Environmental Issues, Including Trend Analysis

Deliverables

On Monday through Friday, excluding defined holidays, the contractor shall provide an e-mail compendium of news coverage relevant to EPA and environmental issues. These compendia are due twice daily at 8:00 AM and 3:00 PM Eastern Time. These deliveries shall consist of media stories from print, television and radio outlets. For print stories, the contractor shall provide the article title, full story content, and a link to the original full-text versions. Television and radio stories shall include a title, link, and brief summary of the content.

The compendia shall include all Task 1 and Task 3 materials. The contractor will not be required to deliver any e-mails for this task on Saturdays, Sundays or observed holidays as defined in this statement of work. However, the first Monday and/or post-holiday e-mail delivery under this task shall also include content published since the preceding e-mail delivery on Friday or the day before the holiday, and shall include relevant content from all weekend and/or observed holiday days.

In addition to news clips, the compendia shall also include a trend analysis, to include key metrics such as:

- total volume of media reports;
- average favorability – percent favorable, neutral, and unfavorable;
- leading story focus;
- leading messages;
- leading spokespeople on key messages; and
- leading media type on key messages.

The above represents OPA's best idea of the trend analysis, but specifics will be worked out with the contractor after contract award.

These compendia, including trend analysis, will go to a listserv, maintained by the contractor, of approximately 600 people. Formatting of the compendia is at the discretion of the contractor, but they must be easy to read with a reasonable type and font size, and must be Section 508 compliant.

Name	Due	Acceptance Criteria
Compiled News Coverage of EPA and Environmental Issues	Due no later than 8:00 AM and again at 3:00 PM Eastern Time, Monday through Friday. Note that Monday 8:00 AM edition and any edition following a holiday will include relevant stories published during the time of the weekend and/or holiday.	- Compendia arrive on time and to all recipients on vendor-maintained listserv. - Compendia use reasonable font and type size, and are Section 508 compliant. - Compendia include relevant articles gleaned from the OPA-provided list of key words. - Each compendium includes the name of the media outlet, the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief

		indication of the story's tone for each story included. - Compendia include a trend analysis - Key word updates are incorporated no later than four (4) business hours from the time vendor is informed by OPA of change. - Updates to listserv are made within one (1) business day of time vendor is informed by OPA of changes.

Task 3 - Deliver, via E-mail, Near Live-Time Coverage of High-Priority News Stories

Deliverables

In addition to the daily individual and compiled news coverage in Tasks 1 and 2, the contractor shall provide OPA staff with news stories on breaking news and high priority issues. This content will be limited to high priority issues and/or media outlets as determined on an ongoing basis through discussion between OPA and the contractor. This content is to be delivered on a rolling basis throughout the day as it is published, and within 30 minutes of publication, seven days per week from 8 AM – 11 PM. Emails shall be delivered to an OPA-provided list of approximately 30 individuals, and the list shall be maintained and updated as needed by the contractor.

Emails shall include the name of the media outlet, the full text of the story, a link to the original source, and a brief (1-2 sentences) characterization of the tone of the story, all in an easily-readable, Section 508-compliant format. Note that, while emails shall typically be delivered with one story per email, multiple entries may be combined in a single email at the contractor's discretion. In either case, however, the email must be sent within 30 minutes of all articles' publication.

Name	Due	Acceptance Criteria
Near Live-Time Coverage of High Priority New Stories	Due seven days per week, excluding holidays, from 8 AM – 11 PM Eastern Time on a	- Individual or combined story entries are delivered to appropriate recipients via email

	rolling basis, throughout the day as news stories are published. All stories shall be sent to the OPA listserv within 30 minutes of publication.	within 30 minutes of article publication. - Selected articles reflect both an understanding of which issues are of high priority to OPA, and also the topics determined through discussions between OPA and the vendor. - Each email includes the name of the media outlet. the full text of the story (when in print), a link to the original source, a brief summary (for tv and radio entries), and a brief indication of the tone of the story in an easily-readable, Section 508- compliant format. - Updates to the list of recipients are made within one (1) business day.

Task 4 – Deliver and Maintain Searchable Database of Past Media Stories

Deliverables

The contractor shall host and provide access to a Section 508-compliant database of all media content collected in carrying out Tasks 1, 2 and 3 of this statement of work. This database shall be accessible to approximately 30 OPA staff and provide them with the ability to search media content by topic, title, media outlet, and reporter name. Access to the database shall be available 24 hours per day, seven days per week, including holidays, with exceptions for scheduled maintenance. Database shall be available within 24 hours of contract award.

Name	Due (if applicable)	Acceptance Criteria
Searchable Database of Past Media Stories	Database shall be live within 24 hours of contract award and shall be updated continuously. Database shall be made available on a 24/7 basis with	- Database is available within 24 hours of contract award. - Database is available on a 24/7, seven (7) days per week,

	the exception of scheduled maintenance.	including holidays, with the exception of scheduled maintenance. - Database includes all media content collected in carrying out Tasks 1, 2, & 3 of this statement of work, and also includes trend analyses from Task 2. - Database is searchable by topic, title, media outlet, and reporter name. - Database is updated continuously. - Database is Section 508 compliant.

Supporting Information

The Period of Performance shall be for one year from date of contract award.

Instructions to Offeror

Vendors shall submit a firm fixed price quote for the required services with a one (1) year base period. Price and technical quotes must be submitted as two distinct files, with the technical quote being no more than 15 pages, excluding past performance information, reésumés, and the requested sample work (see technical approach evaluation factor below). The technical quote must be submitted electronically with standard letter sizing (8½" x 11") and 1 inch margins, and must use a reasonable font and font size, such as Calibri 11.

The price quote must detail pricing for the base period, and must include any necessary licensing fees (Factiva, Lexis Nexis or similar) used to provide the deliverables included in the Statement of Work.

Quotes are due no later than .

Commented [TL1]: Date and time here, per CO.

Questions regarding this procurement are due no later than. Questions received after that point may not be answered. All questions and offers must be submitted via FedConnect. FedConnect is a web portal that connects agencies and contractors to streamline the process of doing business awith the federal government. There is no charge to use FedConnect. Contractors can register with FedConnect at www.fedconnect.net/FedConnect/. For assistance in registering, or for other FedConnect technical questions, contractors should call the FedConect Help Desk at (800) 899-6665 or email at support@fedconnect.net. Contractors not registered in FedConnect will not be able to respond to this posting.

Commented [TL2]: Date and time here, per CO.

The point of contact for this procurement is.

Commented [TL3]: Name and title, per CO.

Evaluation Factors

The Government will award the Purchase Order based upon "Best Value" methodology using the following evaluation factors. For this requirement, all evaluation factors other than price, when combined, are significantly more important than price. The evaluation criteria, which are in descending order of importance, are as follows:

Factor 1 – Technical Approach: Offers will be evaluated on the extent to which they clearly describe an effective technical approach for accomplishing the tasks and requirements of the SOW, ensuring both quality of service and product and cost efficiencies. The offeror shall clearly describe the purpose, scope, and content of the proposed deliverables that will be produced in implementing the SOW. Additionally, offerors shall include a clear plan for the successful management of the contract. Finally, offerors shall include a comprehensive list of the publications that will be utilized in the performance of the work.

As part of the technical quote, OPA requests a sample of Tasks 1 and 2 (also excluded from the technical approach page limit). Task 1 shall be completed on the day before quotes are due. Task 2 shall be completed on the day quotes are due, no later than 8:00

Commented [TL4]: Date here, per CO.

Commented [TL5]: Date here, per CO.

AM. In addition, OPA requests to see a live sample of the type of database required under Task 4. A link and any necessary login information should be provided with the quote.

Factor 2 – Past Performance: Offers will be evaluated on the quality of their past performance of projects of similar scope and size, complexity, and results to the requirements of this SOW. Offerors shall describe three (3) projects performed in the last five (5) years. For each reference, the offeror shall describe the scope and dollar value of the project, the offeror's approach to performing the work, the results of the project, the relevance of the work to the requirements of this RFQ, and the impact of the project on the customer's organization. The description shall include client references and contact information for each experience provided. References may be called to verify information.

Factor 3 – Staffing Approach: Offers will be evaluated on the quality, suitability, and probability of success of their proposed staffing plans. Offerors shall describe their staffing approach in the form of a staffing plan. The staffing plan shall include resumes for the personnel proposed for the purchase order. The plan shall describe the role and level of involvement of each proposed team member in implementing the SOW tasks. The plan shall describe the offeror's proposed procedure for replacing personnel when team vacancies occur. If key personnel are proposed, the plan shall identify the actual duration of their proposed assignment(s).

Factor 4 – Price - Offerors will be evaluated on the fairness and reasonableness of their proposed price, which will be compared against the proposed technical solution and the Government independent cost estimate.

The technical proposal will be reviewed, evaluated, and rated in accordance with the above 3 technical evaluation factors according to the following:

US Environmental Protection Agency ratings focus on the ability of the offeror to accomplish the goals outlined in the SOW as well as strengths and weaknesses demonstrated in the offeror's technical plan. Ratings will be assigned to each technical quote by the reviewer(s) based on the criteria above. In the case of more than one reviewer, the ratings will be assigned by consensus.

Adjectival Rating	Description
Exceptional	Greatly exceeds all minimum requirements of the criteria; has a high probability of success; contains no weaknesses or deficiencies.

Good	Exceeds all the minimum requirements of the criteria; has an above average probability of success; contains no significant weaknesses and only minor, correctable weaknesses exist.
Acceptable	Meets all the minimum requirements of the criteria; has an average probability of success; no significant weaknesses and any deficiencies can be readily corrected.
Marginal	Fails to meet one or more of the minimum requirements of the criteria; low probability of success; major weaknesses and/or significant number of deficiencies exist.
Unacceptable	Fails to meet any of the minimum requirements of the criteria; proposal needs major revisions; very low probability of success.

Price will not receive an adjectival rating; rather it will be used to determine a successful quote.

Independent Government Cost Estimate

Commented [TL6]: CO: Is this sufficient?

EPA estimates that the cost for this service will be PBI / Ex. 4 for a total of PBI / Ex. 4 for the one-year life of the contract. Specifically:

PBI / Ex. 4 x 12 months = PBI / Ex. 4

PBI / Ex. 4 x 12 months = PBI / Ex. 4

definers

Definers Corp.
1500 Wilson Blvd.
5th Floor
Arlington, VA 22209 US

ADDRESS
United States Environmental
Protection Agency
Office of Public Affairs
Mail Code: 1701A
1200 Pennsylvania Avenue, NW
Washington, DC 20004

ESTIMATE 1001

DATE 12/07/2017

EXPIRATION DATE 12/31/2017

DATE	ACTIVITY	AMOUNT
01/01/2018	Initial fee of console customization and build out based one issues and subjects described in proposal	2,500.00
01/01/2018	Twice daily clip packages & breaking news alerts based on clip volume described in proposal (Email and Console Distribution) - $5,000 Monthly for twelve months 01/01/2018 - 12/31/2018	60,000.00
01/01/2018	Analyst support and access based on clip volume - $2,500 Monthly for twelve months 01/01/2018 - 12/31/2018	30,000.00
01/01/2018	Console maintenance for EPA data based on clip volume - $2,500 Monthly for eleven months 02/01/2018 - 12/31/2018	27,500.00

TOTAL **$120,000.00**

Accepted By

Accepted Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR-OA-15-00163
PAGE 1 OF 4

2. CONTRACT NO.
3. AWARD/ EFFECTIVE DATE
4. ORDER NUMBER: EP-16-H-000137
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Tricia Lynn
b. TELEPHONE NUMBER (No collect calls): 202-564-2615
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8(A)
NAICS: 519130
SIZE STANDARD: 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [ ] SEE SCHEDULE
12. DISCOUNT TERMS
[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING
14. METHOD OF SOLICITATION [ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE

Ray Flores, COR
William Jefferson Clinton Building
1200 Pennsylvania Avenue NW
Email: flores.ray@epa.gov
Phone: 202.564.0288
Washington DC 20460

16. ADMINISTERED BY CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a. CONTRACTOR/ OFFEROR CODE 827749289 FACILITY CODE

BULLETIN INTELLIGENCE LLC
Attn: Paul Cincotta
11190 SUNRISE VALLEY DR STE 20
RESTON VA 201913615

TELEPHONE NO. 7034836131

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE RTP FMC

RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
Durham NC 27711

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 827749289 Delivery: 03/01/2016				
0001	News analysis and brief service in accordance with the attached statement of work.				207,597.00
	Accounting Info: 15-16-B-11H-201B53-2504-1611H61008-001 BFY: 15 EFY: 16 Fund: B Budget Org: 11H Program (PRC): 201B53 Budget (BOC): 2504 DCN - Line ID: Continued ...				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $207,597.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.
[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: DATED ..... OFFER YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*
30c. DATE SIGNED
31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Stefan Martiyan
31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	1611H61008-001 Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 15-16-B-11J-301ME9-2504-1611H61008-002 BFY: 15 EFY: 16 Fund: B Budget Org: 11J Program (PRC): 301ME9 Budget (BOC): 2504 DCN - Line ID: 1611H61008-002 Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 15-16-B-11H-401MJ1-2504-1611H61008-003 BFY: 15 EFY: 16 Fund: B Budget Org: 11H Program (PRC): 401MJ1 Budget (BOC): 2504 DCN - Line ID: 1611H61008-003 Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 15-16-B-11H-ZZZME8-2504-1611H61008-004 BFY: 15 EFY: 16 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1611H61008-004 Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 15-16-C-11H-101FK6XR1-2504-1611H61008-005 BFY: 15 EFY: 16 Fund: C Budget Org: 11H Program (PRC): 101FK6XR1 Budget (BOC): 2504 DCN - Line ID: 1611H61008-005 Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

NAME OF OFFEROR OR CONTRACTOR
BULLETIN INTELLIGENCE LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 15-16-B-11H-401CD6-2504-1611H61008-006 BFY: 15 EFY: 16 Fund: B Budget Org: 11H Program (PRC): 401CD6 Budget (BOC): 2504 DCN - Line ID: 1611H61008-006 Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 15-16-B-11H-102A59-2504-1611H61008-007 BFY: 15 EFY: 16 Fund: B Budget Org: 11H Program (PRC): 102A59 Budget (BOC): 2504 DCN - Line ID: 1611H61008-007 Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 16-17-B-11H-ZZZME8-2504-1611H61008-008 BFY: 16 EFY: 17 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1611H61008-008 Funding Flag: Partial Funded: PBI / Ex. 4 Accounting Info: 16-17-B-11-402MG9-2504-1611H61008-009 BFY: 16 EFY: 17 Fund: B Budget Org: 11 Program (PRC): 402MG9 Budget (BOC): 2504 DCN - Line ID: 1611H61008-009 Funding Flag: Partial Funded: PBI / Ex. 4 Period of Performance: 03/01/2016 to 02/28/2017				
0002	Option Period 1. News analysis and brief service in accordance with the attached statement of work. Amount: PBI / Ex. 4 (Option Line Item) 03/01/2017				PBI / Ex. 4
0003	Option Period 2. News analysis and brief service in accordance with the attached statement of work. Amount: PBI / Ex. 4 (Option Line Item) 03/01/2018				PBI / Ex. 4
0004	Option Period 3. News analysis and brief service in accordance with the attached statement of work. Amount: PBI / Ex. 4 (Option Line Item) 03/01/2019				PBI / Ex. 4
	Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EP-16-H-000137	4	4

NAME OF OFFEROR OR CONTRACTOR
BULLETIN INTELLIGENCE LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	Option Period 4. News analysis and brief service in accordance with the attached statement of work. Amount: PBI / Ex. 4 Option Line Item) 03/01/2020 The total amount of award: PBI / Ex. 4 The obligation for this award is shown in box 26.				PBI / Ex. 4

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR-OA-17-00132
PAGE 1 OF 23

2. CONTRACT NO.
3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER: EP-18-H-000021
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL
a. NAME: Donna Dews
b. TELEPHONE NUMBER (No collect calls): 202-564-6752
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY — CODE: HPOD
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS: ☒ UNRESTRICTED OR ☐ SET ASIDE % FOR
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ N/A
NAICS 5418
SIZE STANDARD [illegible]

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE
12. DISCOUNT TERMS
☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING
14. METHOD OF SOLICITATION: ☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE: HPOD
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

16. ADMINISTERED BY — CODE: HPOD
HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a. CONTRACTOR/OFFEROR — CODE: 076234313 — FACILITY CODE:
FINFRC CORP
[illegible] Julia Cotron
[illegible]
[illegible] VA 22209
TELEPHONE NO. 571-9[illegible]

18a. PAYMENT WILL BE MADE BY — CODE: RTP FMC
RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
Durham NC 27711

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 076234313 Initial fee of console customization & Build out based one issues and subjects described in proposal : PBI / Ex. 4 Twice daily clip packages & breaking news alerts based on clip volume described in proposal PBI / Ex. 4 Analyst Support and access based on clip volume - PBI / Ex. 4 Annual maintenance for EPA data based on clip PBI / Ex. 4 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule
26. TOTAL AWARD AMOUNT (For Govt. Use Only): $120,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
29. AWARD OF CONTRACT ____ OFFER DATED ____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH ☐ HEREIN IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR
[signature]
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
[signature]

30b. NAME AND TITLE OF SIGNER (Type or print): JOSEPH POUNDER, PRESIDENT
30c. DATE SIGNED: 12/7/17
31b. NAME OF CONTRACTING OFFICER (Type or print): [illegible]
31c. DATE SIGNED: 12/7/17

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Max Expire Date: 12/06/2018 Period of Performance: 12/07/2017 to 12/06/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funding Flag: Complete Funded: PBI / Ex. 4				
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Funding Flag: Complete Funded: PBI / Ex. 4 Continued ...				

32a QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c DATE	32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33 SHIP NUMBER	34 VOUCHER NUMBER	35 AMOUNT VERIFIED CORRECT FOR	36 PAYMENT	37 CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38 S/R ACCOUNT NUMBER	39 S/R VOUCHER NUMBER	40 PAID BY		

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a RECEIVED BY (Print)
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c DATE	42b RECEIVED AT (Location)
		42c DATE REC'D (YY/MM/DD) / 42d TOTAL CONTAINERS

SOLICITATION/CONTRACT/ORDER FC JMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: PR-OA-17-00132
PAGE 1 OF 23

2. CONTRACT NO.
3. AWARD/ EFFECTIVE DATE
4. ORDER NUMBER: EP-18-H-000025
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Donna Dews
b. TELEPHONE NUMBER (No collect calls): 202-564-6752
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8(A)
NAICS: 541820
SIZE STANDARD: $15.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [ ] SEE SCHEDULE
12. DISCOUNT TERMS
[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING
14. METHOD OF SOLICITATION [ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

16. ADMINISTERED BY CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a. CONTRACTOR/ OFFEROR CODE: 076234313 FACILITY CODE:

DEFINERS CORP
Attn: Julia Cotrone
1500 Wilson Blvd
#5
Arlington VA 22209

TELEPHONE NO. 5712905461

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE: RTP FMC

RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts
Durham NC 27711

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 076234313 Initial fee of console customization & Build out based one issues and subjects described in proposal : PBI / Ex. 4 Twice daily clip packages & breaking news alerts based on clip volume described in proposal _ PBI / Ex. 4 Analyst Support and access based on clip volume - PBI / Ex. 4 Console Maintenance for EPA data based on clip volume - PBI / Ex. 4 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $120,000.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.
[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*
30c. DATE SIGNED
31b. NAME OF CONTRACTING OFFICER *(Type or print)*: ELAINE SCOTT
31c. DATE SIGNED: 12/7/17

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Max Expire Date: 12/06/2018 Period of Performance: 12/07/2017 to 12/06/2018				
0001	News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Accounting Info: 17-18-B-11H-ZZZME8-2504-1711H71040-001 BFY: 17 EFY: 18 Fund: B Budget Org: 11H Program (PRC): ZZZME8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-001 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0002	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-101A46-2504-1711H71040-003 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 101A46 Budget (BOC): 2504 DCN - Line ID: 1711H71040-003 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-202BD4-2504-1711H71040-004 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 202BD4 Budget (BOC): 2504 DCN - Line ID: 1711H71040-004 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0004	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-301ME9-2504-1711H71040-005 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 301ME9 Budget (BOC): 2504 DCN - Line ID: 1711H71040-005 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0005	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-303D99-2504-1711H71040-006 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 303D99 Budget (BOC): 2504 DCN - Line ID: 1711H71040-006 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0006	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-401CD6-2504-1711H71040-007 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 401CD6 Budget (BOC): 2504 DCN - Line ID: 1711H71040-007 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0007	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				PBI / Ex. 4

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: 17-18-B-11-501E44-2504-1711H71040-008 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): 501E44 Budget (BOC): 2504 DCN - Line ID: 1711H71040-008 Funding Flag: Complete Funded: PBI / Ex. 4				
0008	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-B-11-ZZZHF8-2504-1711H71040-009 BFY: 17 EFY: 18 Fund: B Budget Org: 11 Program (PRC): ZZZHF8 Budget (BOC): 2504 DCN - Line ID: 1711H71040-009 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0009	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-18-C-11-101FK6XR1-2504-1711H71040-010 BFY: 17 EFY: 18 Fund: C Budget Org: 11 Program (PRC): 101FK6XR1 Budget (BOC): 2504 DCN - Line ID: 1711H71040-010 Funding Flag: Complete Funded: PBI / Ex. 4				PBI / Ex. 4
0010	News analysis and brief service focusing on EPA work and other topics of interest to EPA. Accounting Info: 17-T-11-501E52-2504-1711H71040-002 BFY: 17 Fund: T Budget Org: 11 Program (PRC): 501E52 Budget (BOC): 2504 DCN - Line ID: 1711H71040-002 Funding Flag: Complete Funded: PBI / Ex. 4 The total amount of award: $120,000.00. The obligation for this award is shown in box 26.				PBI / Ex. 4

SECTION I - Commercial Clauses - Sam template....6
I-1 Clauses....6
I-2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)....6
I-3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015)....9
I-4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)....9
I-5 FAR 52.222-3 CONVICT LABOR. (JUN 2003)....14
I-6 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)....14
I-7 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)....15
I-8 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)....19
I-9 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)....20
I-10 FAR 52.233-1 DISPUTES. (MAY 2014)....20
I-11 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)....22
I-12 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)....22
I-13 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION....22

SECTION I - Commercial Clauses - Sam template

I-1 Clauses

I-2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation-(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from-

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct*. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall-

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall-

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall-

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including-

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(*1*) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(*2*) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(*3*) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(*4*) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts*. (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015)

(a) *Definitions. Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* The Offeror represents that-

(1) It ___ is, ___ is not an inverted domestic corporation; and

(2) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(End of provision)

I-4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (JAN 2017)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the

performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment-* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00001	12/19/2017	PR-OA-17-00132	

6. ISSUED BY CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

DEFINERS CORP
Attn: (b)(4)
1500 Wilson Blvd
#5
Arlington VA 22209

CODE 076234313 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-18-H-000025

10B. DATED (SEE ITEM 13) 12/07/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _ is extended, _ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Decrease: -$120,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification: FAR 52.212-4 (l) Termination for the Government's Convenience (Full Termination)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 076234313
The purpose of this unilateral modification is as follows:

(1) Unilaterally execute a full termination for convenience in accordance with the Federal Acquisition Regulation (FAR) 52.212-4 (l);
(2) Serves as a Notice of Termination to the Contractor effective December 19, 2017;
(3) De-obligate $120,000.00 from this order;
(4) Convey the extent of this full termination for convenience is for all services and contract line item numbers (CLINs) under this order and hereby terminating this firm-fixed-priced order in its entirety;
(5) Change the total obligation amount from $120,000.00 to $0.00;

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Rayna Brown	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 12/19/2017

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(6) Change the total firm-fixed-price from $120,000.00 to $0.00; (7) Change the Administrative Contracting Officer; and (8) Instruct the Contractor to acknowledge receipt of this modification and termination by completing, signing, dating and returning this modification. Other Authorities for this Standard Form (SF) 30 Block 13: Administrative change as item (7) is considered an administrative changes that does not affect the substantive rights of the parties and item (8) is associated with an acknowledgement of this action. This order is hereby terminated and cancelled in its entirety. The Contractor hereby acknowledges receipt of this termination by signing below and shall immediately proceed with the following obligations pursuant to the Federal Acquisition Regulation (FAR) 52.212-4 Contract Terms and Conditions¿Commercial Items clause (l) Termination for the Government's convenience: JOSEPH POUNDER, PRESIDENT Print Name & Title of Authorized Representative Signature 12/19/17 Date All other terms and conditions remains unchanged and in full force and effect. Max Expire Date: 12/19/2017 LIST OF CHANGES: Reason for Modification: Terminate for Convenience (complete or partial) Period Of Performance End Date changed from 06-DEC-18 to 19-DEC-17 Total Amount for this Modification: -$120,000.00 New Total Amount for this Version: $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Award: $0.00 Obligated Amount for this Modification: -$120,000.00 New Total Obligated Amount for this Award: $0.00 Contracting Officer changed from Jessica Wilson to Rayna Brown Administrative Contracting Officer changed from Elaine Scott to Rayna Brown Maximum Potential Expiration Date changed to: 12/19/2017 CHANGES FOR LINE ITEM NUMBER: 1 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Total Amount changed from $20,000.00 to $0.00 Obligated Amount for this modification: -$20,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $20,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11H-ZZZME8-2504-1711H71040-001 Amount changed from $20,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 2 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-101A46-2504-1711H71040-003 Amount changed from $15,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 3 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-202BD4-2504-1711H71040-004 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 4 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-301ME9-2504-1711H71040-005 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-303D99-2504-1711H71040-006 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-401CD6-2504-1711H71040-007 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 7 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $12,000.00 to $0.00 Obligated Amount for this modification: -$12,000.00				
	CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $12,000.00 to $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR ACCOUNTING CODE: 17-18-B-11-501E44-2504-1711H71040-008 Amount changed from $12,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 8 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-ZZZHF8-2504-1711H71040-009 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 9 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-C-11-101FK6XR1-2504-1711H71040-010 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 10 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-18-H-000025/P00001	PAGE 7	OF 7

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount changed from $3,000.00 to $0.00 Obligated Amount for this modification: -$3,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $3,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-T-11-501E52-2504-1711H71040-002 Amount changed from $3,000.00 to $0.00 Percent changed from 100 to 0 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 FOB: Destination Period of Performance: 12/07/2017 to 12/19/2017				

To: Grantham, Nancy[Grantham.Nancy@epa.gov]
Cc: Julia Cotrone[jcotrone@definerscorp.com]
From: Scott Cotter
Sent: Tue 1/30/2018 7:46:12 PM
Subject: Re: Definers contract documents for CBI review

That sounds great - thank you.
Scott

On Tue, Jan 30, 2018 at 2:35 PM, Grantham, Nancy <Grantham.Nancy@epa.gov> wrote:

Hi Scott,

Thanks for your reply – we will take the necessary action and provide you with a final copy of the document we release.

Thanks

Nancy Grantham

Office of Public Affairs

US Environmental Protection Agency

202-564-6879 (desk)

Personal Phone / Ex. 6 **(mobile)**

From: Scott Cotter [mailto:scotter@definerscorp.com]
Sent: Tuesday, January 30, 2018 2:33 PM
To: Grantham, Nancy <Grantham.Nancy@epa.gov>; Julia Cotrone <jcotrone@definerscorp.com>
Subject: Definers contract documents for CBI review

Dear Nancy – thank you for asking us to review these forms for Confidential Business Information ("CBI"). We agree with every current redaction in the 77 pages (as designated by red boxes on the PDF). There are some additional redactions in these documents which we believe do fall under the definition of CBI. Basically these include information about Definers' product, our internal operations and our pricing that are confidential and would be of value to our competitors should they be made public. This is especially true since work never began on this project and we received no government funds. We ask that you also redact the following:

Personal Privacy / Ex. 6

PBI / Ex. 4

PBI / Ex. 4

Thank you for your attention.

Sincerely,

Scott Cotter

--

Scott Cotter

COO/CFO

Definers Corp

1500 Wilson Blvd.

5th Floor

Arlington, VA 22209

scotter@definerscorp.com

410-615-8409

--

Scott Cotter
COO/CFO
Definers Corp
1500 Wilson Blvd.
5th Floor
Arlington, VA 22209
scotter@definerscorp.com
410-615-8409

To: Grantham, Nancy[Grantham.Nancy@epa.gov]
From: McCluney, Lance
Sent: Thur 12/7/2017 12:13:37 PM
Subject: Re: Definers Cost Breakdown/Letter

Good Morning Michael,
This is the clips service that $120 has already been secured correct?

Sent from my iPhone

On Dec 7, 2017, at 5:31 AM, Grantham, Nancy <Grantham.Nancy@epa.gov> wrote:

> This is fine - thx
>
> Sent from my iPhone
>
> On Dec 6, 2017, at 5:06 PM, Quarles, Michael <Quarles.Michael@epa.gov> wrote:
>
> > Hi Nancy,
> >
> > Please verify the services listed in this new quote. Once you let me know it is good to go I will get the detailed breakdown.
> >
> > Have a great day,
> >
> > Michael G. Quarles
> > Acquisitions and Assistance Manager
> > Office of Administrative and Executive Services
> > US Environmental Protection Agency
> > 1200 Pennsylvania Ave. NW
> > Washington, DC 20460
> > Mail Code 1104A
> > (202) 343-9970
> > Begin forwarded message:
> >
> > > **From:** Julia Cotrone <jcotrone@definerscorp.com>
> > > **Date:** December 6, 2017 at 4:46:55 PM EST
> > > **To:** "Quarles, Michael" <Quarles.Michael@epa.gov>
> > > **Subject: Re: FW: Definers Cost Breakdown/Letter**
> > >
> > > Hi Michael,
> > > Here is a updated proposal as we discussed. When I sent Donna the last proposal she asked for detailed cost breakdown which I will need to do for this before I send over. I will send to her before I leave tonight but wanted to make sure I got this in your hands first. Feel free to call my cell if you have any questions: 781.424.3491
> > >
> > > On Wed, Dec 6, 2017 at 3:36 PM, Julia Cotrone <jcotrone@definerscorp.com> wrote:
> > >
> > > > Hi Michael,
> > > > I sent over the following doc to Donna earlier. You will notice the cost increased relevant to updated EPA SOW. Please let me know if thats an issue or feel free to give me a call if you see any problems.

Thanks!

On Wed, Dec 6, 2017 at 7:49 AM, Quarles, Michael <Quarles.Michael@epa.gov> wrote:

Hello Julia,

Thank you for cost breakdown letter. Unfortunately, our procurement process requires an actual price quote. Are you able to provide a contractual price quote with cost breakout for the services below. As you know we are trying to implement your service asap, so your speedy response is greatly appreciated.

Have a great day,

Michael G. Quarles

Acquisitions and Assistance Manager

Office of Administrative and Executive Services

US Environmental Protection Agency

1200 Pennsylvania Ave. NW

Washington, DC 20460

Mail Code 6202A

(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

-Advanced search functions
-Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
-Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
-Human analysis
-Coverage throughout the day
-Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
-Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,

Julia Cotrone

Special Assistant

Definers Public Affairs

Cost Breakdown
7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency

-News Alerts throughout the day from online, print, and TV sources
-Matrices
-Relevant breaking news

--

Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

--
Julia Cotrone

O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

<Definers EPA Proposal clipped.docx>

To: Grantham, Nancy[Grantham.Nancy@epa.gov]
Cc: McCluney, Lance[McCluney.Lance@epa.gov]
From: Quarles, Michael
Sent: Wed 12/6/2017 8:43:04 PM
Subject: FW: FW: Definers Cost Breakdown/Letter
Definers EPA Proposal.docx

Hi Nancy,

Please see email and attached cost proposal. **Deliberative Process / Ex. 5**

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:36 PM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Subject: Re: FW: Definers Cost Breakdown/Letter

Hi Michael,

I sent over the following doc to Donna earlier. You will notice the cost increased relevant to updated EPA SOW. Please let me know if thats an issue or feel free to give me a call if you see any problems.

Thanks!

On Wed, Dec 6, 2017 at 7:49 AM, Quarles, Michael <Quarles.Michael@epa.gov> wrote:

Hello Julia,

Thank you for cost breakdown letter. Unfortunately, our procurement process requires an actual price quote. Are you able to provide a contractual price quote with cost breakout for the services below. As you know we are trying to implement your service asap, so your speedy response is greatly appreciated.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

-Advanced search functions
-Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
-Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
-Human analysis
-Coverage throughout the day
-Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
-Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,
Julia Cotrone
Special Assistant
Definers Public Affairs

Cost Breakdown

7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency

-News Alerts throughout the day from online, print, and TV sources
-Matrices
-Relevant breaking news

--
Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

--
Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

Justification for Other than Full and Open Competition (JOFOC)

Authority: 41 U.S.C. 253(c), FAR PART 6.3

1. **Agency:** U.S. Environmental Protection Agency
   Contracting Activity: Office of Acquisition Management – Headquarters Procurement Operations Division
   Contractor: Definers Corp

2. **Nature and/or description of the action:**

   EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements: responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

3. **Description of the Supplies or Services:**

   This is a sole source procurement subscription for a media support service. The service provides EPA with: 1) Intensive, near live-time "war room" coverage of media stories for specific topics, events or announcements; 2) access to a searchable database of past media content on EPA issues and topics; 3) a twice-daily compilation of news articles delivered once each business day by e-mail; and 4) high profile, breaking news stories during the day, delivered by e-mail. This service is vital to support the ability of EPA's Office of Public Affairs to fully monitor and respond quickly to breaking media coverage, which in turn supports EPA's ability to accurately provide information to the public on environmental and regulatory matters. This service also directly supports the Administrator and other senior EPA officials by providing them with timely updates on media stories.

- Period of performance: One year from date of contract award
- DUNS: 076234313
- Proposed Source: Definers Corp.

Contacts:
Joe Pounder, President
Tel. (b)(4)
(b)(4)

(b)(4)
(b)(4)
(b)(4)

4. **Authority:** [Check appropriate exception.]

[X] Only One Responsible Source
Authority: 41 U.S.C. 253 (c) (1)
FAR Cite: FAR 6.302-1

5. **Describe how the contractor's unique qualifications or the nature of the acquisition requires use of the authority cited:**

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. It allows organizations to have a holistic view of what is occurring in the public domain with regards to their organization and relevant sectors, both domestically and globally.

Through the Console, Definers is able to revolutionize the utilization of media clips by implementing:

- Proprietary advanced search functions
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Ability to pre-load a customized Console with the issues, public figures, and news data relevant to customers, populated in real time
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to the customer's areas of interests, which allow for quick sorting and tracking of customized data streams.
- Delivered through a proprietary web interface which allows for email distribution as well.

6. **Describe the efforts made to ensure that offers are solicited from as many potential sources as practicable:**

A JOFOC and RFI notice will be posted on FedBizOpps (synopsized) and FedConnect for five calendar days.

7. **The contracting officer determines that the anticipated cost to the Government will be fair and reasonable due to the vendor's published rates, or other available price information.**

Yes, the CO has determined the cost to be fair and reasonable based on information received from the contractor.

8. **Description of the market research conducted (see FAR Part 10). If no market research was conducted, state the reasons:**

Leading providers Cision (www.cision.com), Bulletin Intelligence (www.bulletinintelligence.com), and Critical Mention (www.criticalmention.com) do not provide the combined services sought by EPA's Office of Public Affairs.

9. **Other facts supporting the use of other than full and open competition.**

Definers Corp. states that no other service gives their clients the high level and comprehensive search functions that it offers through its customized Console. Clients have the ability to tailor their tags and tailor who from their teams sees those tags. The storage and search functions of the Console are something no other clip service provides because they do not have the Definers proprietary Console.

Approvals –

1) **Project Officer's Certification**
I certify that the facts and representations stated in this justification are complete and accurate which form the basis to award this requirement.

[signature]	TRICIA S. Lynn
Signature of Technical Officer	**Printed name of Technical Officer**

Technical Officer's phone number & E-mail address:
202.564.2615 / lynn.tricia@epa.gov

Date: 11/29/2017

2) Contracting Officer's Certification

I certify that this justification is accurate and complete to the best of my knowledge and belief.

Jody Gosnell

Signature of Contracting Officer

Jody Gosnell

Printed name of Contracting Officer

Contracting Officer's phone number and E-mail address: gosnell.jody@epa.gov
202-564-4353

Date: 11/29/17

Justification for Other than Full and Open Competition (JOFOC)

Authority: 41 U.S.C. 253(c), FAR PART 6.3

1. **Agency:** U.S. Environmental Protection Agency
   Contracting Activity: Office of Acquisition Management - Headquarters Procurement Operations Division
   Contractor: Definers Corp

2. **Nature and/or description of the action:**

   EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

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   Period of performance: One year from date of contract award

4. **Authority:** [Check appropriate exception.]

[X] Only One Responsible Source
Authority: 41 U.S.C. 253 (c) (1)
FAR Cite: FAR 6.302-1

5. **Describe how the contractor's unique qualifications or the nature of the acquisition requires use of the authority cited:**

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Leading providers Cision (www.cision.com), Bulletin Intelligence (www.bulletinintelligence.com), and Critical Mention (www.criticalmention.com) do not provide the combined services sought by EPA's Office of Public Affairs.

9. **Other facts supporting the use of other than full and open competition.**

Definers Corp. states that no other service gives their clients the high level and comprehensive search functions that it offers through its customized Console. Clients have the ability to tailor their tags and tailor who from their teams sees those tags. The storage and search functions of the Console are something no other clip service provides because they do not have the Definers proprietary Console.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 7

2. AMENDMENT/MODIFICATION NO. P00001

3. EFFECTIVE DATE 12/19/2017

4. REQUISITION/PURCHASE REQ NO. PR-OA-17-00132

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

DEFINERS CORP
Attn: (b)(4)
1500 Wilson Blvd
#5
Arlington VA 22209

CODE 076234313 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-18-H-000025

10B. DATED (SEE ITEM 13) 12/07/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _ is extended, _ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Decrease: -$120,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification: FAR 52.212-4 (l) Termination for the Government's Convenience (Full Termination)

E. IMPORTANT: Contractor ☒ is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 076234313

The purpose of this unilateral modification is as follows:

(1) Unilaterally execute a full termination for convenience in accordance with the Federal Acquisition Regulation (FAR) 52.212-4 (l);
(2) Serves as a Notice of Termination to the Contractor effective December 19, 2017;
(3) De-obligate $120,000.00 from this order;
(4) Convey the extent of this full termination for convenience is for all services and contract line item numbers (CLINs) under this order and hereby terminating this firm-fixed-priced order in its entirety;
(5) Change the total obligation amount from $120,000.00 to $0.00;

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rayna Brown

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 12/19/2017

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(6) Change the total firm-fixed-price from $120,000.00 to $0.00; (7) Change the Administrative Contracting Officer; and (8) Instruct the Contractor to acknowledge receipt of this modification and termination by completing, signing, dating and returning this modification. Other Authorities for this Standard Form (SF) 30 Block 13: Administrative change as item (7) is considered an administrative changes that does not affect the substantive rights of the parties and item (8) is associated with an acknowledgement of this action. This order is hereby terminated and cancelled in its entirety. The Contractor hereby acknowledges receipt of this termination by signing below and shall immediately proceed with the following obligations pursuant to the Federal Acquisition Regulation (FAR) 52.212-4 Contract Terms and Conditions¿Commercial Items clause (1) Termination for the Government's convenience: JOSEPH POUNDER, PRESIDENT Print Name & Title of Authorized Representative Signature 12/19/17 Date All other terms and conditions remains unchanged and in full force and effect. Max Expire Date: 12/19/2017 LIST OF CHANGES: Reason for Modification: Terminate for Convenience (complete or partial) Period Of Performance End Date changed from 06-DEC-18 to 19-DEC-17 Total Amount for this Modification: -$120,000.00 New Total Amount for this Version: $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Award: $0.00 Obligated Amount for this Modification: -$120,000.00 New Total Obligated Amount for this Award: $0.00 Contracting Officer changed from Jessica Wilson to Rayna Brown Administrative Contracting Officer changed from Elaine Scott to Rayna Brown Maximum Potential Expiration Date changed to: 12/19/2017 CHANGES FOR LINE ITEM NUMBER: 1 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Total Amount changed from $20,000.00 to $0.00 Obligated Amount for this modification: -$20,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $20,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11H-ZZZME8-2504-1711H71040-001 Amount changed from $20,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 2 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. ~~Total Amount changed from $15,000.00 to $0.00~~ Obligated Amount for this modification: -$15,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-101A46-2504-1711H71040-003 Amount changed from $15,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 3 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-202BD4-2504-1711H71040-004 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 4 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-301ME9-2504-1711H71040-005 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-303D99-2504-1711H71040-006 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-401CD6-2504-1711H71040-007 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 7 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $12,000.00 to $0.00 Obligated Amount for this modification: -$12,000.00				
	CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $12,000.00 to $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR ACCOUNTING CODE: 17-18-B-11-501E44-2504-1711H71040-008 Amount changed from $12,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 8 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-ZZZHF8-2504-1711H71040-009 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 9 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-C-11-101FK6XR1-2504-1711H71040-010 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 10 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-18-H-000025/P00001	PAGE 7	OF 7

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount changed from $3,000.00 to $0.00 Obligated Amount for this modification: -$3,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $3,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-T-11-501E52-2504-1711H71040-002 Amount changed from $3,000.00 to $0.00 Percent changed from 100 to 0 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 FOB: Destination Period of Performance: 12/07/2017 to 12/19/2017				

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

To: Julia Cotrone[jcotrone@definerscorp.com]
From: Lynn, Tricia
Sent: Wed 11/8/2017 6:00:59 PM
Subject: RE: Definers Cost Breakdown/Letter

Thank you!

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, November 08, 2017 12:58 PM
To: Lynn, Tricia <lynn.tricia@epa.gov>
Subject: Re: Definers Cost Breakdown/Letter

Hi Tricia,

Thank you for following up - I'm just waiting on approval of the letter and will send this afternoon!

-Julia Cotrone
781.424.3491
On Nov 8, 2017, at 12:54 PM, Lynn, Tricia <lynn.tricia@epa.gov> wrote:

Hi Julia—

Just following up on this to see if there's anything you need from me to help with this request.

Thanks so much,

Tricia

From: Lynn, Tricia
Sent: Monday, November 06, 2017 1:13 PM
To: 'Julia Cotrone' <jcotrone@definerscorp.com>
Subject: RE: Definers Cost Breakdown/Letter

Hi Julia—

Thanks so much for sending this. My apologies for not replying sooner…I was out on Friday.

In any case, the information you've provided is helpful, but it's still not quite what I need. While your list of the service's attributes is impressive, I need to know exactly what it is that Definers can provide that no one else can. I understand you're saying your console is unique, but how so? How is it different from the database access other companies provide? For example, are any of the features or components you list not available from other vendors?

Or maybe it's the campaign-style system that's unique? Can you say more about that and why/how that's available only through Definers Corp?

Thanks again,

Tricia

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

- -Advanced search functions
- -Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
- -Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
- -Human analysis
- -Coverage throughout the day
- -Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
- -Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,
Julia Cotrone
Special Assistant
Definers Public Affairs

Cost Breakdown
7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency

- -News Alerts throughout the day from online, print, and TV sources
- -Matrices
- -Relevant breaking news

--
Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

Justification for Other than Full and Open Competition (JOFOC)

Authority: 41 U.S.C. 253(c) , FAR PART 6.3

1. **Agency:** U.S. Environmental Protection Agency
   Contracting Activity: Office of Acquisition Management – Headquarters Procurement Operations Division
   Contractor: Definers Corp

2. **Nature and/or description of the action:**

   EPA's Office of Public Affairs (OPA) is responsible for working with media to provide the public with timely, coherent information on environmental issues, and EPA actions and policies. Whether providing the media with press announcements; responding to media inquiries; or reacting to published stories, OPA works to achieve articles that accurately represent EPA's perspective. In order to accomplish this goal, OPA must constantly monitor media coverage and respond to inaccurate or incomplete stories. OPA may choose a number of methods to address these stories, including contacting reporters and editors to request corrections. OPA's ability to successfully address inaccurate or incomplete stories before the stories influence other reporters or are widely read is largely dependent on its ability to identify those stories shortly after publication, and OPA requires contractor support in order to do so.

3. **Description of the Supplies or Services:**

   This is a sole source procurement subscription for a media support service. The service provides EPA with: 1) Intensive, near live-time "war room" coverage of media stories for specific topics, events or announcements; 2) access to a searchable database of past media content on EPA issues and topics; 3) a twice-daily compilation of news articles delivered once each business day by e-mail; and 4) high profile, breaking news stories during the day, delivered by e-mail. This service is vital to support the ability of EPA's Office of Public Affairs to fully monitor and respond quickly to breaking media coverage, which in turn supports EPA's ability to accurately provide information to the public on environmental and regulatory matters. This service also directly supports the Administrator and other senior EPA officials by providing them with timely updates on media stories.

   Period of performance: One year from date of contract award

   DUNS: 076234313

   Proposed Source: Definers Corp.

Contacts:
Joe Pounder, President

Personal Privacy / Ex. 6

Personal Privacy / Ex. 6

4. **Authority:** [Check appropriate exception.]

[X] Only One Responsible Source
Authority: 41 U.S.C. 253 (c) (1)
FAR Cite: FAR 6.302-1

5. **Describe how the contractor's unique qualifications or the nature of the acquisition requires use of the authority cited:**

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. It allows organizations to have a holistic view of what is occurring in the public domain with regards to their organization and relevant sectors, both domestically and globally.

Through the Console, Definers is able to revolutionize the utilization of media clips by implementing:

- Proprietary advanced search functions
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Ability to pre-load a customized Console with the issues, public figures, and news data relevant to customers, populated in real time
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to the customer's areas of interests, which allow for quick sorting and tracking of customized data streams.
- Delivered through a proprietary web interface which allows for email distribution as well.

6. **Describe the efforts made to ensure that offers are solicited from as many potential sources as practicable:**

A JOFOC and RFI notice will be posted on FedBizOpps (synopsized) and FedConnect for five calendar days.

7. **The contracting officer determines that the anticipated cost to the Government will be fair and reasonable due to the vendor's published rates, or other available price information.**

Yes, the CO has determined the cost to be fair and reasonable based on information received from the contractor.

8. **Description of the market research conducted (see FAR Part 10). If no market research was conducted, state the reasons:**

Leading providers Cision (www.cision.com), Bulletin Intelligence (www.bulletinintelligence.com), and Critical Mention (www.criticalmention.com) do not provide the combined services sought by EPA's Office of Public Affairs.

9. **Other facts supporting the use of other than full and open competition.**

Definers Corp. states that no other service gives their clients the high level and comprehensive search functions that it offers through its customized Console. Clients have the ability to tailor their tags and tailor who from their teams sees those tags. The storage and search functions of the Console are something no other clip service provides because they do not have the Definers proprietary Console.

Approvals –

1) **Project Officer's Certification**
I certify that the facts and representations stated in this justification are complete and accurate which form the basis to award this requirement.

Signature of Technical Officer

TRICIA S. Lynn

Printed name of Technical Officer

Technical Officer's phone number & E-mail address:
202.564.2615 / lynn.tricia@epa.gov

Date: 11/29/2017

2) Contracting Officer's Certification

I certify that this justification is accurate and complete to the best of my knowledge and belief.

Jody Gosnell

Signature of Contracting Officer

Jody Gosnell

Printed name of Contracting Officer

Contracting Officer's phone number and E-mail address: gosnell.jody@epa.gov
202-564-4353

Date: 11/29/17

To: Quarles, Michael[Quarles.Michael@epa.gov]
From: Julia Cotrone
Sent: Thur 12/7/2017 1:56:08 PM
Subject: Re: FW: Definers Cost Breakdown/Letter

Great - Im just getting approval on language and will hopefully send over within the hour!

On Thu, Dec 7, 2017 at 7:36 AM, Quarles, Michael <Quarles.Michael@epa.gov> wrote:

Good Morning Julia,

This work plan is good for us. Please proceed with the detail breakout.

Have a great day,

Michael G. Quarles

Acquisitions and Assistance Manager

Office of Administrative and Executive Services

US Environmental Protection Agency

1200 Pennsylvania Ave. NW

Washington, DC 20460

Mail Code 6202A

(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 4:47 PM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Subject: Re: FW: Definers Cost Breakdown/Letter

Hi Michael,

Here is a updated proposal as we discussed. When I sent Donna the last proposal she asked for detailed cost breakdown which I will need to do for this before I send over. I will send to her before I leave tonight but wanted to make sure I got this in your hands first. Feel free to call my cell if you have any questions: Personal Phone / Ex. 6

On Wed, Dec 6, 2017 at 3:36 PM, Julia Cotrone <jcotrone@definerscorp.com> wrote:

Hi Michael,

I sent over the following doc to Donna earlier. You will notice the cost increased relevant to updated EPA SOW. Please let me know if thats an issue or feel free to give me a call if you see any problems.

Thanks!

On Wed, Dec 6, 2017 at 7:49 AM, Quarles, Michael <Quarles.Michael@epa.gov> wrote:

Hello Julia,

Thank you for cost breakdown letter. Unfortunately, our procurement process requires an actual price quote. Are you able to provide a contractual price quote with cost breakout for the services below. As you know we are trying to implement your service asap, so your speedy response is greatly appreciated.

Have a great day,

Michael G. Quarles

Acquisitions and Assistance Manager

Office of Administrative and Executive Services

US Environmental Protection Agency

1200 Pennsylvania Ave. NW

Washington, DC 20460

Mail Code 6202A

(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

-Advanced search functions
-Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
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-Human analysis
-Coverage throughout the day
-Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
-Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,

Julia Cotrone

Special Assistant

Definers Public Affairs

Cost Breakdown
7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency

-News Alerts throughout the day from online, print, and TV sources
-Matrices
-Relevant breaking news

--

Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

--

Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

--

Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

--

Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

To: Quarles, Michael[Quarles.Michael@epa.gov]
Cc: McCluney, Lance[McCluney.Lance@epa.gov]
From: Grantham, Nancy
Sent: Thur 12/7/2017 12:53:46 PM
Subject: RE: Definers Cost Breakdown/Letter

Thanks

Nancy Grantham
Office of Public Affairs
US Environmental Protection Agency
202-564-6879 (desk)
Personal Phone / Ex. 6 **(mobile)**

From: Quarles, Michael
Sent: Thursday, December 07, 2017 7:53 AM
To: Grantham, Nancy <Grantham.Nancy@epa.gov>
Cc: McCluney, Lance <McCluney.Lance@epa.gov>
Subject: RE: Definers Cost Breakdown/Letter

Good Morning Nancy,

I let Julia know and she will **Deliberative Process / Ex. 5** I will keep you updated.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Grantham, Nancy
Sent: Thursday, December 07, 2017 5:31 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Cc: McCluney, Lance <McCluney.Lance@epa.gov>
Subject: Re: Definers Cost Breakdown/Letter

This is fine - thx

Sent from my iPhone
On Dec 6, 2017, at 5:06 PM, Quarles, Michael <Quarles.Michael@epa.gov> wrote:

> Hi Nancy,
>
> Please verify the services listed in this new quote. Once you let me know it is good to go I will get the detailed breakdown.
>
> Have a great day,
>
> Michael G. Quarles
> Acquisitions and Assistance Manager
> Office of Administrative and Executive Services
> US Environmental Protection Agency
> 1200 Pennsylvania Ave. NW

Washington, DC 20460
Mail Code 1104A
(202) 343-9970
Begin forwarded message:

From: Julia Cotrone <jcotrone@definerscorp.com>
Date: December 6, 2017 at 4:46:55 PM EST
To: "Quarles, Michael" <Quarles.Michael@epa.gov>
Subject: Re: FW: Definers Cost Breakdown/Letter

Hi Michael,

Here is a updated proposal as we discussed. When I sent Donna the last proposal she asked for detailed cost breakdown which I will need to do for this before I send over. I will send to her before I leave tonight but wanted to make sure I got this in your hands first. Feel free to call my cell if you have any questions: Personal Phone / Ex. 6

On Wed, Dec 6, 2017 at 3:36 PM, Julia Cotrone <jcotrone@definerscorp.com> wrote:
Hi Michael,

I sent over the following doc to Donna earlier. You will notice the cost increased relevant to updated EPA SOW. Please let me know if thats an issue or feel free to give me a call if you see any problems.

Thanks!

On Wed, Dec 6, 2017 at 7:49 AM, Quarles, Michael <Quarles.Michael@epa.gov> wrote:
Hello Julia,

Thank you for cost breakdown letter. Unfortunately, our procurement process requires an actual price quote. Are you able to provide a contractual price quote with cost breakout for the services below. As you know we are trying to implement your service asap, so your speedy response is greatly appreciated.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

-Advanced search functions
-Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
-Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
-Human analysis
-Coverage throughout the day
-Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.
-Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,
Julia Cotrone
Special Assistant
Definers Public Affairs

Cost Breakdown
7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency

-News Alerts throughout the day from online, print, and TV sources
-Matrices
-Relevant breaking news

--
Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

--
Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

--
Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6
<Definers EPA Proposal clipped.docx>

To: Quarles, Michael[Quarles.Michael@epa.gov]
From: Julia Cotrone
Sent: Wed 12/6/2017 8:36:04 PM
Subject: Re: FW: Definers Cost Breakdown/Letter
Definers EPA Proposal.docx

Hi Michael,
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Thanks!

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Acquisitions and Assistance Manager

Office of Administrative and Executive Services

US Environmental Protection Agency

1200 Pennsylvania Ave. NW

Washington, DC 20460

Mail Code 6202A

(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>
Subject: Definers Cost Breakdown/Letter

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Julia Cotrone

Special Assistant

Definers Public Affairs

Cost Breakdown
7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency

-News Alerts throughout the day from online, print, and TV sources
-Matrices
-Relevant breaking news

--

Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

--

Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

To: Grantham, Nancy[Grantham.Nancy@epa.gov]
Cc: McCluney, Lance[McCluney.Lance@epa.gov]
From: Quarles, Michael
Sent: Thur 12/7/2017 5:50:47 PM
Subject: RE: Documents Needed

Roger that.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Grantham, Nancy
Sent: Thursday, December 07, 2017 12:50 PM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Cc: McCluney, Lance <McCluney.Lance@epa.gov>
Subject: RE: Documents Needed

Good to go

Nancy Grantham
Office of Public Affairs
US Environmental Protection Agency
202-564-6879 (desk)
Personal Phone / Ex. 6 **(mobile)**

From: Quarles, Michael
Sent: Thursday, December 07, 2017 12:44 PM
To: Grantham, Nancy <Grantham.Nancy@epa.gov>
Cc: McCluney, Lance <McCluney.Lance@epa.gov>
Subject: FW: Documents Needed

FYI, **Deliberative Process / Ex. 5**

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Wilson, Jessica
Sent: Thursday, December 07, 2017 11:55 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Dews, Donna <Dews.Donna@epa.gov>
Subject: FW: Documents Needed

Deliberative Process / Ex. 5

Deliberative Process / Ex. 5

Jessica V. Wilson
Contracting Officer

U.S. Environmental Protection Agency
OARM/OAM/HPOD/PCSC
Ronald Reagan Building #61178
1200 Pennsylvania Ave. NW Mail Code: 3803R
Washington, DC 20460
Phone: 202-564-2504
E-mail: wilson.jessica@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Thursday, December 07, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>; Scott Cotter <scotter@definerscorp.com>
Subject: Re: Documents Needed

Hi Donna,

Attached is adjusted work plan as well as a 12 month quote. Please give me a call if you have any questions!

On Wed, Dec 6, 2017 at 3:52 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Julia

Yes the cost estimate should be in a separate document, Also a quote. A quote has a quote number, Item line of the description of services, Quantity for each item, period performance for example 12/7/17 to 12/6/18 and an expiration date and the terms and conditions (i.e. good for 30 days or 60 days).

Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:33 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

Hi Donna,

Page 4 of the document outlines to cost breakdown - let me know if you would prefer it in a separate document

1) **Definers Estimated Cost:**

To accomplish your objectives, we anticipate a cost of **$240,000 over 12 months.**

Monthly Cost Breakdown:
$12,500 = 24/7 access to custom built and proprietary Definers Console (outlined in section 3C)
$5,000 = Scope of clips package as defined by agency (outlined in section 3A, 3B and 3D)
$2,500 = 24/7 access to staff (Outlined in section 3E)

Thanks!

On Wed, Dec 6, 2017 at 3:25 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Julia C.

All I need now is the cost estimate. I do not have a template for the quote. Thanks so much!!!

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:11 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

attached - please call my cell if you need any clarification or more detail.

Thanks!

On Tue, Dec 5, 2017 at 4:42 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Ms. Cotrone,

Thank you for taking our call earlier on the urgent turnaround request. The U.S. Environmental Protection Agency requests a revised work proposal and cost estimate to the revised statement of work in the attached. In the essence of time please forward the request no later than 3:00pm on Wednesday December 6, if not sooner.

Thank you

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center

Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

definers
PUBLIC AFFAIRS

To: Interested Parties
From: Joe Pounder, President, Definers Public Affairs
Julia Cotrone, Special Assistant, Definers Public Affairs
Will Schenkel, VP, Definers Public Affairs
Date: December 7th, 2017
Subject: EPA Media Support Proposal

---

1) **Overall Scope:**

Definers Public Affairs can provide the EPA's Office of Public Affairs (OPA) with comprehensive media monitoring services and analysis focused on alerting the team to developing news stories, building compendiums twice a day on issues you have identified. With analysts on the ground in Washington D.C. and the Bay Area, Definers Public Affairs is able to provide comprehensive media monitoring of coherent information on environmental issues, and EPA actions and policies around the clock.

2) ***Media Monitoring Scope:***

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are enclosed.

The monitoring will focus on stories about Administrator Pruitt and the EPA outlined in the proposal section below. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.
To achieve this Definers will provide the EPA 4 basic services:

- **2A)** delivery, via email, of a twice-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis
- **2B)** delivery, via email and in near-real-time, of media stories involving events, announcements and issues directly relevant to the EPA, with trend analysis included;
- **2C)** delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor.
- **2D)** delivery, via searchable database, of stories gathered under the other assigned tasks as of contract start date.

3) **Proposal:**

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on alerting your team to news stories as they break and develop from English-language sources.

3A) This monitoring would include all print and online sources, national and local TV, and key influencers on social media relating to:

- Administrator
- Brownfields/Superfund/Other cleanups
- Environmental Justice
- Environmental activists
- EPA
- International environmental agreements and disputes
- Toxics/TSCA
- Tribal environmental issues

The following subjects will also be monitored & alerted when directly mentioning or relevant the Administrator or the EPA:

- Budget
- Climate Change
- Emergency Response
- Energy
- Enforcement
- Grants
- Hazardous waste
- Pesticides
- Research and Development
- Rules/Regulations/Policy
- Trash/recycling/composting/solid waste

3B) The monitoring program for the subjects outlined above would incorporate two tracks:

i. **On a daily basis**, stories would be compiled into **morning and evening matrices** of issues identified by your team. The matrix will include a brief summary and analysis as to the coverage. Throughout the day, Definers will alert major stories that our analysts deem pertinent to your strategic objectives, and follow them as they develop, circulate, and gain traction.

ii. **In a breaking news situation,** Definers media analysts will work hand-in-hand with your team to monitor for news stories and how they spread throughout the media. Our analysts will provide a quick analysis when needed that identifies what environmental companies are saying, whether stories are positive/negative, and whether or not they incorporate your company's perspective. This quick analysis will help your team more effectively respond to developing news.

3C) Through Definers Console-based war room system the EPA team can be automatically notified via e-mail of news alerts and they can also login and go through the alerts in one convenient location. The Console includes a robust search function that will enable your team to quickly find and filter the stories alerted by Definers.

The EPA will have the ability to use the Definers Console for:

- Proprietary advanced search functions within the clips
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of your customized data streams.
- Delivered through our proprietary web interface which allows for email distribution as well.

3D) In order to achieve these task Definers will obtain/maintain subscriptions or licenses for:

- Nexis Lexis
- TV Eyes
- SnapStream
- AP
- Agri-Pulse
- Argus Media
- Axios
- Bloomberg
- Bloomberg BNA
- Boston Globe
- Breitbart
- Business Insider
- CNN
- Chicago Tribune
- Christian Science Monitor
- CQ Roll Call
- The Daily Caller
- E&E News
- Financial Times
- Forbes
- Fox News
- The Guardian
- The Hill
- Think Progress
- Hot Air
- Huffington Post
- Independent Journal Review
- LA Times
- Morning Consult
- Mother Jones
- New Republic
- NPR
- NTK Network
- NY Times

- The Oklahoman
- PJ Media
- Politico Pro
- Politico
- Reuters
- Scientific American
- Tulsa World
- USA Today
- Youtube
- Wall Street Journal
- Washington Examiner
- Washington Post
- Washington Times

3E) *Once contracted EPA will have unlimited access to Definers account managers & to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.*

4) <u>Definers Estimated Cost:</u>

To accomplish your objectives, we anticipate a cost of **$120,000 over 12 months.** A monthly cost of **$10,000** for the Console and Support –see below:

Monthly Cost Breakdown:
$7,500 = Unlimited access to custom built and proprietary Definers Console with breaking news and clip package distribution
$2,500 = One month of analyst support and access based on clip volume (outlined in section 3)

Sample Matrix/Compendium

EPA Clips
May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", Iowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside $12 Million For Buyouts In Coming Months", Washington Post, 5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!'", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI

Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over $4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

TV/Radio
5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social
@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

@RepStefanik: "Sent a letter to the EPA expressing my concerns over the dismissal of members of the Board of Scientific Counselors… It's critical that the EPA continues to use the highest quality research when making policy decisions."

@Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"

@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n…"

@AGRutledge: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working. arkansasag.gov/media-center/n…"

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules
Reuters
By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It’s the first wave of things that are necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.
"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done,'" Ebell said.
In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.
"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.
A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency
Fox & Friends
May 17, 2017
http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning. Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

Steve: That crosses both Democrat and Republican administrations.

Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country. the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

Administrator Pruitt: Possibly, yes. And that's why it's so important to focus the core of the mission on those areas. This president is a doer, an action oriented leader. the past administration talked a lot. this administration is actually taking steps to do things to clean up the environment. We're focusing on those areas you mentioned.

Brian: super fund sites that need to be cleaned up. What's your first target?

Administrator Pruitt: We are very focused on Westlake. I was in East Chicago about three weeks ago. a site that has lead as well.

Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house. this is what the

American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership. and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

Administrator Pruitt: Clean up these sites. set a goal and say 1322 sites unacceptable. 27 years to make a decision is unacceptable. Let's get St. Louis cleaned up.

Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.

Cc: McCluney, Lance[McCluney.Lance@epa.gov]
To: Grantham, Nancy[Grantham.Nancy@epa.gov]
From: Quarles, Michael
Sent: Wed 12/6/2017 10:06:21 PM
Subject: Fwd: Definers Cost Breakdown/Letter
Definers EPA Proposal clipped.docx
ATT00001.htm

Hi Nancy,

Deliberative Process / Ex. 5

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 1104A
(202) 343-9970
Begin forwarded message:

From: Julia Cotrone <jcotrone@definerscorp.com>
Date: December 6, 2017 at 4:46:55 PM EST
To: "Quarles, Michael" <Quarles.Michael@epa.gov>
Subject: Re: FW: Definers Cost Breakdown/Letter

Hi Michael,
Here is a updated proposal as we discussed. When I sent Donna the last proposal she asked for detailed cost breakdown which I will need to do for this before I send over. I will send to her before I leave tonight but wanted to make sure I got this in your hands first. Feel free to call my cell if you have any questions:
Personal Phone / Ex. 6

On Wed, Dec 6, 2017 at 3:36 PM, Julia Cotrone <jcotrone@definerscorp.com> wrote:

Hi Michael,
I sent over the following doc to Donna earlier. You will notice the cost increased relevant to updated EPA SOW. Please let me know if thats an issue or feel free to give me a call if you see any problems.

Thanks!

On Wed, Dec 6, 2017 at 7:49 AM, Quarles, Michael <Quarles.Michael@epa.gov> wrote:

Hello Julia,

Thank you for cost breakdown letter. Unfortunately, our procurement process requires an actual price quote. Are you able to provide a contractual price quote with cost breakout for the services below. As you know we are trying to implement your service asap, so your speedy response is greatly appreciated.

Have a great day,

Michael G. Quarles

Acquisitions and Assistance Manager

Office of Administrative and Executive Services

US Environmental Protection Agency

1200 Pennsylvania Ave. NW

Washington, DC 20460

Mail Code 6202A

(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

Thanks!

To Whom It May Concern:

The Console is a personalized interface containing the content Definers is alerting and that your team needs to make informed and efficient decisions. It effectively melds cutting-edge technology and human analysis and gives instant access to the most relevant information. It allows clients to have a better grasp on what is happening with their organizations and relevant sectors across the country and around the world.

Through the Console we are able to revolutionize clips delivery by:

-Advanced search functions
-Standalone clip database that will not be erased because of email retention policies or other limitations of email platforms
-Ability to pre-load your Console with the issues, politicians, and news data types relevant to you, which will continue to be populated in real time
-Human analysis
-Coverage throughout the day
-Tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of issue-specific data.

-Delivered through web interface and/or email per user preferences

While other companies have clips services no other company delivers them with a tool like the Console and campaign-style system of Definers.

Thanks,

Julia Cotrone

Special Assistant

Definers Public Affairs

Cost Breakdown
7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency

-News Alerts throughout the day from online, print, and TV sources
-Matrices
-Relevant breaking news

--

Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

definers
PUBLIC AFFAIRS

To: Interested Parties
From: Joe Pounder, President, Definers Public Affairs
Julia Cotrone, Special Assistant, Definers Public Affairs
Will Schenkel, VP, Definers Public Affairs
Date: December 6th, 2017
Subject: EPA Media Support Proposal

---

1) **Overall Scope:**

Definers Public Affairs can provide the EPA's Office of Public Affairs (OPA) with comprehensive media monitoring services and analysis focused on alerting the team to developing news stories, building compendiums twice a day on issues you have identified. With analysts on the ground in Washington D.C. and the Bay Area, Definers Public Affairs is able to provide comprehensive media monitoring of coherent information on environmental issues, and EPA actions and policies around the clock.

2) ***Media Monitoring Scope:***

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include articles and broadcasts from major U.S. newspapers, national television and cable news, news weeklies, relevant magazines and journals, blogs, specialty press, etc. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are enclosed.

The monitoring will focus on stories about Administrator Pruitt and the EPA outlined in the proposal section below. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.
To achieve this Definers will provide the EPA 4 basic services:

- **2A)** delivery, via email, of a twice-daily (Monday through Friday) compendium of news coverage of EPA and environmental issues, including a trend analysis
- **2B)** delivery, via email and in near-real-time, of media stories involving events, announcements and issues directly relevant to the EPA, with trend analysis included;
- **2C)** delivery, via email and in near-real-time, of media stories on high-priority issues and/or media outlets as determined through ongoing discussions between OPA and the vendor.
- **2D)** delivery, via searchable database, of stories gathered under the other assigned tasks as of contract start date.

3) **Proposal:**

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on alerting your team to news stories as they break and develop from English-language sources.

3A) This monitoring would include all print and online sources, national and local TV, and key influencers on social media relating to:

- Administrator
- Brownfields/Superfund/Other cleanups
- Environmental Justice
- Environmental activists
- EPA
- International environmental agreements and disputes
- Toxics/TSCA
- Tribal environmental issues

The following subjects will also be monitored & alerted when directly mentioning or relevant the Administrator or the EPA:

- Budget
- Climate Change
- Emergency Response
- Energy
- Enforcement
- Grants
- Hazardous waste
- Pesticides
- Research and Development
- Rules/Regulations/Policy
- Trash/recycling/composting/solid waste

3B) The monitoring program for the subjects outlined above would incorporate two tracks:

i. **On a daily basis**, stories would be compiled into **morning and evening matrices** of issues identified by your team. The matrix will include a brief summary and analysis as to the coverage. Throughout the day, Definers will alert major stories that our analysts deem pertinent to your strategic objectives, and follow them as they develop, circulate, and gain traction.

ii. **In a breaking news situation,** Definers media analysts will work hand-in-hand with your team to monitor for news stories and how they spread throughout the media. Our analysts will provide a quick analysis when needed that identifies what environmental companies are saying, whether stories are positive/negative, and whether or not they incorporate your company's perspective. This quick analysis will help your team more effectively respond to developing news.

3C) Through Definers Console-based war room system the EPA team can be automatically notified via e-mail of news alerts and they can also login and go through the alerts in one convenient location. The Console includes a robust search function that will enable your team to quickly find and filter the stories alerted by Definers.

The EPA will have the ability to use the Definers Console for:

- Proprietary advanced search functions within the clips
- Standalone media clip database including perpetual retention so that information is always available regardless of email retention policies or other limitations of email platforms
- Specially trained and experienced researchers to provide relevant and actionable analysis
- Digital and human analytics coverage throughout the day
- Media tags that are tailored to your company's areas of interests, which allow for quick sorting and tracking of your customized data streams.
- Delivered through our proprietary web interface which allows for email distribution as well.

3D) In order to achieve these task Definers will obtain/maintain subscriptions or licenses for:

- Nexis Lexis
- TV Eyes
- SnapStream
- AP
- Agri-Pulse
- Argus Media
- Axios
- Bloomberg
- Bloomberg BNA
- Boston Globe
- Breitbart
- Business Insider
- CNN
- Chicago Tribune
- Christian Science Monitor
- CQ Roll Call
- The Daily Caller
- E&E News
- Financial Times
- Forbes
- Fox News
- The Guardian
- The Hill
- Think Progress
- Hot Air
- Huffington Post
- Independent Journal Review
- LA Times
- Morning Consult
- Mother Jones
- New Republic
- NPR
- NTK Network
- NY Times

- The Oklahoman
- PJ Media
- Politico Pro
- Politico
- Reuters
- Scientific American
- Tulsa World
- USA Today
- Youtube
- Wall Street Journal
- Washington Examiner
- Washington Post
- Washington Times

3E) *Once contracted EPA will have unlimited access to Definers account managers & to permit last-minute changes to topics, deadlines, and specific guidance from OPA to the contractor regarding stories to be included and the extent of coverage desired.*

4) <u>Definers Estimated Cost:</u>

To accomplish your objectives, we anticipate a cost of **$120,000 over 12 months.**

Monthly Cost Breakdown:
$7,500 = 24/7 access to custom built and proprietary Definers Console (outlined in section 3C)
$2,500 = Scope of clips package as defined by agency (outlined in section 3A, 3B and 3D)

<u>Sample Matrix/Compendium</u>

EPA Clips
May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", Iowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside $12 Million For Buyouts In Coming Months", Washington Post, 5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!'", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over $4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

TV/Radio
5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social
@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

@RepStefanik: "Sent a letter to the EPA expressing my concerns over the dismissal of members of the Board of Scientific Counselors… It's critical that the EPA continues to use the highest quality research when making policy decisions."

@Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"

@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n…"

@AGRutledge: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working. arkansasag.gov/media-center/n…"

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules
Reuters

By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.
"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done,'" Ebell said.
In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.
"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.
A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency
Fox & Friends
May 17, 2017
http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning. Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

Steve: That crosses both Democrat and Republican administrations.

Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country. the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

Administrator Pruitt: Possibly, yes. And that's why it's so important to focus the core of the mission on those areas. This president is a doer, an action oriented leader. the past administration talked a lot. this administration is actually taking steps to do things to clean up the environment. We're focusing on those areas you mentioned.

Brian: super fund sites that need to be cleaned up. What's your first target?

Administrator Pruitt: We are very focused on Westlake. I was in East Chicago about three weeks ago. a site that has lead as well.

Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house. this is what the

American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership. and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

Administrator Pruitt: Clean up these sites. set a goal and say 1322 sites unacceptable. 27 years to make a decision is unacceptable. Let's get St. Louis cleaned up.

Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.

To: Grantham, Nancy[Grantham.Nancy@epa.gov]
Cc: Lance McCluney (McCluney.Lance@epa.gov)[McCluney.Lance@epa.gov]
From: Quarles, Michael
Sent: Wed 12/6/2017 8:43:05 PM
Subject: FW: FW: Definers Cost Breakdown/Letter
Definers EPA Proposal.docx

Hi Nancy,

Please see email and attached cost proposal. **Deliberative Process / Ex. 5**

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:36 PM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Subject: Re: FW: Definers Cost Breakdown/Letter

Hi Michael,

I sent over the following doc to Donna earlier. You will notice the cost increased relevant to updated EPA SOW. Please let me know if thats an issue or feel free to give me a call if you see any problems.

Thanks!

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Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Friday, November 03, 2017 11:47 AM
To: Lynn, Tricia <lynn.tricia@epa.gov>
Subject: Definers Cost Breakdown/Letter

Hi Tricia,

See below for the information you requested. Let me know if you need the letter in a word doc and signed.

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Thanks,
Julia Cotrone
Special Assistant
Definers Public Affairs

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7,500 = Access to custom built and proprietary Definers Console
2,500 = scope of clips package as defined by agency

-News Alerts throughout the day from online, print, and TV sources
-Matrices
-Relevant breaking news

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

--
Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

To: Scott, Elaine[Scott.Elaine@epa.gov]
From: Vaughn, Celia
Sent: Tue 2/6/2018 4:22:12 PM
Subject: Re: Documents Needed

Elaine,
May I ask you to call me at Personal Phone / Ex. 6

Celia M. Vaughn
Chief of Staff, USEPA Headquarters, Office of Acquisition Management
1200 Pennsylvania Avenue, N. W. Washington, DC 20460
Mail Code 3805R (202) 564-1047

On Feb 6, 2018, at 11:07 AM, Scott, Elaine <Scott.Elaine@epa.gov> wrote:

Celia,

Please check your email. I just responded to your request regarding the SOW.

Elaine

From: Vaughn, Celia
Sent: Tuesday, February 06, 2018 11:06 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: Scott, Elaine <Scott.Elaine@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>; Plater, Lottie <Plater.Lottie@epa.gov>
Subject: Re: Documents Needed

Hello all,
We compiled documents previously that was sent to Congressional Affairs. They pulled the SOW which I sent out yesterday for your verification that it is the final. I must get back with them very soon.

Celia M. Vaughn
Chief of Staff, USEPA Headquarters, Office of Acquisition Management
1200 Pennsylvania Avenue, N. W. Washington, DC 20460
Mail Code 3805R (202) 564-1047
On Feb 6, 2018, at 7:53 AM, Dews, Donna <Dews.Donna@epa.gov> wrote:

Hi Celia

Let me know if you need anything else. The file is with Kirk using for FOIA. These are what where included in the order when awarded. Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Thursday, December 07, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>; Scott Cotter <scotter@definerscorp.com>
Subject: Re: Documents Needed

Hi Donna,

Attached is adjusted work plan as well as a 12 month quote. Please give me a call if you have any questions!

On Wed, Dec 6, 2017 at 3:52 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Julia

Yes the cost estimate should be in a separate document, Also a quote. A quote has a quote number, Item line of the description of services, Quantity for each item, period performance for example 12/7/17 to 12/6/18 and an expiration date and the terms and conditions (i.e. good for 30 days or 60 days).

Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:33 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

Hi Donna,

Page 4 of the document outlines to cost breakdown - let me know if you would prefer it in a separate document

1) **Definers Estimated Cost:**

To accomplish your objectives, we anticipate a cost of **$240,000 over 12 months.**

Monthly Cost Breakdown:
$12,500 = 24/7 access to custom built and proprietary Definers Console (outlined in section 3C)
$5,000 = Scope of clips package as defined by agency (outlined in section 3A, 3B and 3D)

$2,500 = 24/7 access to staff (Outlined in section 3E)

Thanks!

On Wed, Dec 6, 2017 at 3:25 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Julia C.

All I need now is the cost estimate. I do not have a template for the quote. Thanks so much!!!

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Julia Cotrone [mailto:jcotrone@definerscorp.com]
Sent: Wednesday, December 06, 2017 3:11 PM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: jpounder@definerscorp.com; Gosnell, Jody <Gosnell.Jody@epa.gov>; Wilson, Jessica <Wilson.Jessica@epa.gov>
Subject: Re: Documents Needed

attached - please call my cell if you need any clarification or more detail.

Thanks!

On Tue, Dec 5, 2017 at 4:42 PM, Dews, Donna <Dews.Donna@epa.gov> wrote:
Hi Ms. Cotrone,

Thank you for taking our call earlier on the urgent turnaround request. The U.S. Environmental Protection Agency requests a revised work proposal and cost estimate to the revised statement of work in the attached. In the essence of time please forward the request no later than 3:00pm on Wednesday December 6, if not sooner.

Thank you

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6
<EPA - Quote 1001.pdf>
<Definers EPA Proposal 127.docx>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	12/19/2017	PR-OA-17-00132	

6. ISSUED BY CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

DEFINERS CORP
Attn: Personal Privacy / Ex. 6
1500 Wilson Blvd
#5
Arlington VA 22209

CODE 076234313 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-18-H-000025

10B. DATED *(SEE ITEM 13)* 12/07/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Decrease: -$120,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Unilateral Modification: FAR 52.212-4 (l) Termination for the Government's convenience (Full Termination)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 076234313
The purpose of this unilateral modification is as follows:

(1) Unilaterally execute a full termination for convenience in accordance with the Federal Acquisition Regulation (FAR) 52.212-4 (l);
(2) Serves as a Notice of Termination to the Contractor effective December 19, 2017;
(3) De-obligate $120,000.00 from this order;
(4) Convey the extent of this full termination for convenience is for all services and contract line item numbers (CLINs) under this order and hereby terminating this firm-fixed-priced order in its entirety;
(5) Change the total obligation amount from $120,000.00 to $0.00;
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Rayna Brown	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA ELECTRONIC SIGNATURE *(Signature of Contracting Officer)*	16C. DATE SIGNED 12/19/2017

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(6) Change the total firm-fixed-price from $120,000.00 to $0.00; (7) Change the Administrative Contracting Officer; and (8) Instruct the Contractor to acknowledge receipt of this modification and termination by completing, signing, dating and returning this modification. Other Authorities for this Standard Form (SF) 30 Block 13: Administrative change as item (7) is considered an administrative changes that does not affect the substantive rights of the parties and item (8) is associated with an acknowledgement of this action. This order is hereby terminated and cancelled in its entirety. The Contractor hereby acknowledges receipt of this termination by signing below and shall immediately proceed with the following obligations pursuant to the Federal Acquisition Regulation (FAR) 52.212-4 Contract Terms and Conditions¿Commercial Items clause (l) Termination for the Government's convenience: JOSEPH POUNDER, PRESIDENT Print Name & Title of Authorized Representative Signature 12/19/17 Date All other terms and conditions remains unchanged and in full force and effect. Max Expire Date: 12/19/2017 LIST OF CHANGES: Reason for Modification: Terminate for Convenience (complete or partial) Period Of Performance End Date changed from 06-DEC-18 to 19-DEC-17 Total Amount for this Modification: -$120,000.00 New Total Amount for this Version: $0.00 Continued ...				

ED_002048B_00000111-00002
FWW v. EPA (18-cv-01497)

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Award: $0.00 Obligated Amount for this Modification: -$120,000.00 New Total Obligated Amount for this Award: $0.00 Contracting Officer changed from Jessica Wilson to Rayna Brown Administrative Contracting Officer changed from Elaine Scott to Rayna Brown Maximum Potential Expiration Date changed to: 12/19/2017 CHANGES FOR LINE ITEM NUMBER: 1 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Total Amount changed from $20,000.00 to $0.00 Obligated Amount for this modification: -$20,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $20,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11H-ZZZME8-2504-1711H71040-001 Amount changed from $20,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 2 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-101A46-2504-1711H71040-003 Amount changed from $15,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 3 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-202BD4-2504-1711H71040-004 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 4 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-301ME9-2504-1711H71040-005 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-303D99-2504-1711H71040-006 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-401CD6-2504-1711H71040-007 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 7 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $12,000.00 to $0.00 Obligated Amount for this modification: -$12,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $12,000.00 to $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR ACCOUNTING CODE: 17-18-B-11-501E44-2504-1711H71040-008 Amount changed from $12,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 8 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-ZZZHF8-2504-1711H71040-009 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 9 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-C-11-101FK6XR1-2504-1711H71040-010 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 10 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount changed from $3,000.00 to $0.00 Obligated Amount for this modification: -$3,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $3,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-T-11-501E52-2504-1711H71040-002 Amount changed from $3,000.00 to $0.00 Percent changed from 100 to 0 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 FOB: Destination Period of Performance: 12/07/2017 to 12/19/2017				

Brown, Rayna

From: Julia Cotrone <jcotrone@definerscorp.com>
Sent: Tuesday, December 19, 2017 7:09 PM
To: Brown, Rayna
Cc: jpounder@definerscorp.com; Dews, Donna; Scott Cotter
Subject: Re: PO_EP18H000025_1_HQ [URGENT]
Attachments: EPA Definers Page 2 signed.pdf

Attached is signed copy of PO_EP18H000025_1_HQ (7 pages). See page 2 for signature as requested.
Please let us know if there are any additional steps we need to take on our end to complete this process. Otherwise please let us know when this process is 100% completed.

Thank you!

On Tue, Dec 19, 2017 at 4:47 PM, Julia Cotrone <jcotrone@definerscorp.com> wrote:
Received

On Tue, Dec 19, 2017 at 3:45 PM, Brown, Rayna <brown.rayna@epa.gov> wrote:

Contractor: Definers Corp

Purchase Order No.: EP-18-H-000025

Purchase Order Modification No.: P00001

Purchase Order Title: News Analysis Service

Subject: Unilateral Modification No. P00001

Please find attached modification P00001 to purchase order no. EP-18-H-000025 in order to cancel/terminate this order in its entirety via a Termination for the Government's Convenience effective December 19, 2017 and per the Contracting Officer's (CO's) conversation with Julia Cotrone with Definers Corp this morning. The Contractor shall immediately acknowledge receipt of this modification via email (please **DO NOT** include Group DDC-Customer) upon receipt of this email and correspondence and provide the signed page 2 of 7 to brown.rayna@epa.gov and dews.donna@epa.gov within two (2) business days. Let me know if you have any questions.

Thank you and have a nice day! ☺

Kind regards,

Rayna Brown

Service Center Manager, Contracting Officer

U.S. Environmental Protection Agency (U.S. EPA)

OAM/HPOD/PCSC

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Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

--

Julia Cotrone
O: 571.290.5461 | C: Personal Phone / Ex. 6

To: Stewart, Keith[Stewart.Keith@epa.gov]
Cc: Brown, Rayna[brown.rayna@epa.gov]; Gosnell, Jody[Gosnell.Jody@epa.gov]; Plater, Lottie[Plater.Lottie@epa.gov]; Wilson, Jessica[Wilson.Jessica@epa.gov]; Scott, Elaine[Scott.Elaine@epa.gov]
From: Dews, Donna
Sent: Thur 12/14/2017 7:01:18 PM
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002

Hi Keith/Rayna

See below.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Quarles, Michael
Sent: Wednesday, December 06, 2017 9:40 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: RE: Response to Sole Source Notification: 68HE0H18B0002

Hello Donna,

Please see our statement below regarding the capabilities of TechMIS for our contract. Let me know if you need anything else.

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. Definers also offers War Room Services which allows them to function in real time to identify and react immediately to opportunities arising out of the news cycle and to flag potential challenges and crises before they escalate. Finally, Definers offers best practices from political and issue campaigns as well as private sector disputes. They have analysts from diverse backgrounds to cover a wide array of sectors. TechMIS albeit a new clips company does not reach the level of capable services we requires in this contract.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Dews, Donna
Sent: Tuesday, December 05, 2017 11:49 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>

Subject: FW: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

Hi Michael

See below.

Please send a kind note after reviewing their capability statement as to why you are doing a Sole Source for your Media Support and Analysis and copy me for our contract documentation records so we can avoid possible a protest.

You can use your description off of your JOFOC as a starting point to support your reasoning.

Also send a note to:

Personal Privacy / Ex. 6

I can forward the above individual emails (Ben and Armand) to see what they were requesting from you or you can just let them know this was just to inform them of your office's intent to sole source, since no capability statement was sent. It is up to you if you want to send them the finalized SOW.

Per our phone conversation yesterday and our request via email, please get a quote from Definer's and a Capability Statement. I do not believe the Cost Breakdown is adequate documentation for our records. A quote – defines the items being purchased, the price per item, terms and conditions and an expiration date and the period of performance, instead of 1 year define as 12 months.

Again, Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Burt Squires - TechMIS [mailto:burt.squires@techmis.com]
Sent: Wednesday, November 29, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Subject: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

TechMIS LLC is submitting the following response to solicitation 68HE0H18B0002 posted on the FBO as a Sole Source Notification on 11/29/17. We have the capability to perform all functions described in this solicitation in house.

PBI / Ex. 4

We request that the Government not award this contract without competition. PBI / Ex. 4

PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

Any and all questions about this response should be addressed to the following: Burt Squires, Vice President of TechMIS LLC at 12208 Woodlands Circle, Dade City, FL 33525. Mr. Squires has both signature and negotiation authority for this response. Mr. Squires can be contacted at 717-324-1342 or via email at burt.squires@techmis.com.

Regards,

Steven Mains, PhD
CEO & Managing Partner

Burton J. Squires
Vice President & Partner

Harvey Glasgow
Controller, FSO & Partner

To: Quarles, Michael[Quarles.Michael@epa.gov]
Cc: Gosnell, Jody[Gosnell.Jody@epa.gov]; Lynn, Tricia[lynn.tricia@epa.gov]; Brown, Rayna[brown.rayna@epa.gov]; Stewart, Keith[Stewart.Keith@epa.gov]
From: Dews, Donna
Sent: Tue 12/5/2017 4:48:58 PM
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002
EPA Media Support - News Analysis Service (68HE0H18B0002).pdf

Hi Michael

See below.

Please send a kind note after reviewing their capability statement as to why you are doing a Sole Source for your Media Support and Analysis and copy me for our contract documentation records so we can avoid possible a protest.

You can use your description off of your JOFOC as a starting point to support your reasoning.

Also send a note to:

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I can forward the above individual emails (Ben and Armand) to see what they were requesting from you or you can just let them know this was just to inform them of your office's intent to sole source, since no capability statement was sent. It is up to you if you want to send them the finalized SOW.

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Again, Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
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Washington, DC 20460
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Importance: High

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.

Mail Code: 3803R
Washington, DC 20460

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Regards,

Steven Mains, PhD
CEO & Managing Partner

Burton J. Squires
Vice President & Partner

Harvey Glasgow
Controller, FSO & Partner

To: Quarles, Michael[Quarles.Michael@epa.gov]
Cc: Gosnell, Jody[Gosnell.Jody@epa.gov]; Lynn, Tricia[lynn.tricia@epa.gov]; Brown, Rayna[brown.rayna@epa.gov]; Stewart, Keith[Stewart.Keith@epa.gov]; Grantham, Nancy[Grantham.Nancy@epa.gov]
From: Dews, Donna
Sent: Wed 12/6/2017 2:49:02 PM
Subject: RE: Response to Sole Source Notification: 68HE0H18B0002

Good morning Michael

Thank you.

Have a Great Day!!!!

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

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To: Dews, Donna <Dews.Donna@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>; Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: RE: Response to Sole Source Notification: 68HE0H18B0002

Hello Donna,

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Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
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Mail Code 6202A
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Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002

Importance: High

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Again, Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
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Dews.donna@epa.gov

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William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
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PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

Any and all questions about this response should be addressed to the following: Burt Squires, Vice President of TechMIS LLC at 12208 Woodlands Circle, Dade City, FL 33525. Mr. Squires has both signature and negotiation authority for this response. Mr. Squires can be contacted at 717-324-1342 or via email at burt.squires@techmis.com.

Regards,

Steven Mains, PhD
CEO & Managing Partner

Burton J. Squires
Vice President & Partner

Harvey Glasgow
Controller, FSO & Partner

To: Dews, Donna[Dews.Donna@epa.gov]
Cc: Gosnell, Jody[Gosnell.Jody@epa.gov]; Lynn, Tricia[lynn.tricia@epa.gov]; Brown, Rayna[brown.rayna@epa.gov]; Stewart, Keith[Stewart.Keith@epa.gov]; Grantham, Nancy[Grantham.Nancy@epa.gov]
From: Quarles, Michael
Sent: Wed 12/6/2017 2:40:06 PM
Subject: RE: Response to Sole Source Notification: 68HE0H18B0002

Hello Donna,

Please see our statement below regarding the capabilities of TechMIS for our contract. Let me know if you need anything else.

Definers offers a customizable and proprietary Console which brings together cutting-edge technology and human analysis to provide real-time actionable intelligence based on the most relevant information. Definers also offers War Room Services which allows them to function in real time to identify and react immediately to opportunities arising out of the news cycle and to flag potential challenges and crises before they escalate. Finally, Definers offers best practices from political and issue campaigns as well as private sector disputes. They have analysts from diverse backgrounds to cover a wide array of sectors. TechMIS albeit a new clips company does not reach the level of capable services we requires in this contract.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Dews, Donna
Sent: Tuesday, December 05, 2017 11:49 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>
Subject: FW: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

Hi Michael

See below.

Please send a kind note after reviewing their capability statement as to why you are doing a Sole Source for your Media Support and Analysis and copy me for our contract documentation records so we can avoid possible a protest.

You can use your description off of your JOFOC as a starting point to support your reasoning.

Also send a note to:

Personal Privacy / Ex. 6

I can forward the above individual emails (Ben and Armand) to see what they were requesting from you or you can just let them know this was just to inform them of your office's intent to sole source, since no capability statement was sent. It is up to you if you want to send them the finalized SOW.

Per our phone conversation yesterday and our request via email, please get a quote from Definer's and a Capability Statement. I do not believe the Cost Breakdown is adequate documentation for our records. A quote – defines the items being purchased, the price per item, terms and conditions and an expiration date and the period of performance, instead of 1 year define as 12

months.

Again, Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center
Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Burt Squires - TechMIS [mailto:burt.squires@techmis.com]
Sent: Wednesday, November 29, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Subject: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

Dear Ms. Dews,

TechMIS LLC is submitting the following response to solicitation 68HE0H18B0002 posted on the FBO as a Sole Source Notification on 11/29/17. We have the capability to perform all functions described in this solicitation in house.

PBI / Ex. 4

We request that the Government not award this contract without competition. PBI / Ex. 4

PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
Contract Period: June 9, 2017 to June 8, 2022
874-1: Integrated Consulting Services

Any and all questions about this response should be addressed to the following: Burt Squires, Vice President of TechMIS LLC at 12208 Woodlands Circle, Dade City, FL 33525. Mr. Squires has both signature and negotiation authority for this response. Mr. Squires can be contacted at 717-324-1342 or via email at burt.squires@techmis.com.

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CEO & Managing Partner

Burton J. Squires
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To: Dews, Donna[Dews.Donna@epa.gov]
Cc: Gosnell, Jody[Gosnell.Jody@epa.gov]; Lynn, Tricia[lynn.tricia@epa.gov]; Brown, Rayna[brown.rayna@epa.gov]; Stewart, Keith[Stewart.Keith@epa.gov]; Grantham, Nancy[Grantham.Nancy@epa.gov]
From: Quarles, Michael
Sent: Tue 12/5/2017 4:51:31 PM
Subject: RE: Response to Sole Source Notification: 68HE0H18B0002

Thank you Donna.

Have a great day,

Michael G. Quarles
Acquisitions and Assistance Manager
Office of Administrative and Executive Services
US Environmental Protection Agency
1200 Pennsylvania Ave. NW
Washington, DC 20460
Mail Code 6202A
(202) 343-9970

From: Dews, Donna
Sent: Tuesday, December 05, 2017 11:49 AM
To: Quarles, Michael <Quarles.Michael@epa.gov>
Cc: Gosnell, Jody <Gosnell.Jody@epa.gov>; Lynn, Tricia <lynn.tricia@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>; Stewart, Keith <Stewart.Keith@epa.gov>
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Again, Thank you.

Donna Dews
Contract Specialist
US Environmental Protection Agency
Office of Acquisition Management
HPOD/Program Contract Service Center

Washington, DC 20460
202-564-6752 (DIRECT)
Dews.donna@epa.gov

From: Burt Squires - TechMIS [mailto:burt.squires@techmis.com]
Sent: Wednesday, November 29, 2017 11:48 AM
To: Dews, Donna <Dews.Donna@epa.gov>
Subject: Response to Sole Source Notification: 68HE0H18B0002
Importance: High

29 November 2017

Donna Dews
HPOD/US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington, DC 20460

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PBI / Ex. 4

GSA Contract Number: GS-00F-215GA
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Regards,

Steven Mains, PhD
CEO & Managing Partner

Burton J. Squires
Vice President & Partner

Harvey Glasgow
Controller, FSO & Partner

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 7

2. AMENDMENT/MODIFICATION NO. P00001

3. EFFECTIVE DATE 12/19/2017

4. REQUISITION/PURCHASE REQ. NO. PR-OA-17-00132

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

DEFINERS CORP
Attn: Personal Privacy / Ex. 6
1500 Wilson Blvd
#5
Arlington VA 22209

CODE 076234313 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-18-H-000025

10B. DATED (SEE ITEM 13) 12/07/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -$120,000.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification: FAR 52.212-4 (l) Termination for the Government's convenience (Full Termination)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 076234313
The purpose of this unilateral modification is as follows:

(1) Unilaterally execute a full termination for convenience in accordance with the Federal Acquisition Regulation (FAR) 52.212-4 (l);
(2) Serves as a Notice of Termination to the Contractor effective December 19, 2017;
(3) De-obligate $120,000.00 from this order;
(4) Convey the extent of this full termination for convenience is for all services and contract line item numbers (CLINs) under this order and hereby terminating this firm-fixed-priced order in its entirety;
(5) Change the total obligation amount from $120,000.00 to $0.00;
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rayna Brown

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 12/19/2017

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(6) Change the total firm-fixed-price from $120,000.00 to $0.00; (7) Change the Administrative Contracting Officer; and (8) Instruct the Contractor to acknowledge receipt of this modification and termination by completing, signing, dating and returning this modification. Other Authorities for this Standard Form (SF) 30 Block 13: Administrative change as item (7) is considered an administrative changes that does not affect the substantive rights of the parties and item (8) is associated with an acknowledgement of this action. This order is hereby terminated and cancelled in its entirety. The Contractor hereby acknowledges receipt of this termination by signing below and shall immediately proceed with the following obligations pursuant to the Federal Acquisition Regulation (FAR) 52.212-4 Contract Terms and Conditions¿Commercial Items clause (l) Termination for the Government's convenience: JOSEPH POUNDER, PRESIDENT Print Name & Title of Authorized Representative Signature 12/19/17 Date All other terms and conditions remains unchanged and in full force and effect. Max Expire Date: 12/19/2017 LIST OF CHANGES: Reason for Modification: Terminate for Convenience (complete or partial) Period Of Performance End Date changed from 06-DEC-18 to 19-DEC-17 Total Amount for this Modification: -$120,000.00 New Total Amount for this Version: $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Award: $0.00 Obligated Amount for this Modification: -$120,000.00 New Total Obligated Amount for this Award: $0.00 Contracting Officer changed from Jessica Wilson to Rayna Brown Administrative Contracting Officer changed from Elaine Scott to Rayna Brown Maximum Potential Expiration Date changed to: 12/19/2017 CHANGES FOR LINE ITEM NUMBER: 1 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA for console customization, twice daily clip packages & breaking news alerts, analyst support and access and console maintenance for EPA data based on clip volume Total Amount changed from $20,000.00 to $0.00 Obligated Amount for this modification: -$20,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $20,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11H-ZZZME8-2504-1711H71040-001 Amount changed from $20,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 2 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. ~~Total Amount changed from $15,000.00 to $0.00~~ Obligated Amount for this modification: -$15,000.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-101A46-2504-1711H71040-003 Amount changed from $15,000.00 to $0.00 CHANGES FOR LINE ITEM NUMBER: 3 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-202BD4-2504-1711H71040-004 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 4 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-301ME9-2504-1711H71040-005 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-303D99-2504-1711H71040-006 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-401CD6-2504-1711H71040-007 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 7 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $12,000.00 to $0.00 Obligated Amount for this modification: -$12,000.00				
	CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $12,000.00 to $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR ACCOUNTING CODE: 17-18-B-11-501E44-2504-1711H71040-008 Amount changed from $12,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 8 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $5,000.00 to $0.00 Obligated Amount for this modification: -$5,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $5,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-B-11-ZZZHF8-2504-1711H71040-009 Amount changed from $5,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 9 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Total Amount changed from $15,000.00 to $0.00 Obligated Amount for this modification: -$15,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $15,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-18-C-11-101FK6XR1-2504-1711H71040-010 Amount changed from $15,000.00 to $0.00 Percent changed from 100 to 0 CHANGES FOR LINE ITEM NUMBER: 10 Description changed from News analysis and brief service focusing on EPA work and other topics of interest to EPA. to CANCELLED: News analysis and brief service focusing on EPA work and other topics of interest to EPA. Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EP-18-H-000025/P00001	7	7

NAME OF OFFEROR OR CONTRACTOR
DEFINERS CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount changed from $3,000.00 to $0.00 Obligated Amount for this modification: -$3,000.00 CHANGES FOR DELIVERY LOCATION: HPOD Amount changed from $3,000.00 to $0.00 CHANGES FOR ACCOUNTING CODE: 17-T-11-501E52-2504-1711H71040-002 Amount changed from $3,000.00 to $0.00 Percent changed from 100 to 0 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 FOB: Destination Period of Performance: 12/07/2017 to 12/19/2017				

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

EAS

Help Home Sign Out

Requisition: PR-OA-17-00132 (BASE/In Progress)

NAVIGATOR DETAILS MESSAGES ACCESS HISTORY

CHANGE ROUTE CANCEL ROUTE PRINT VALIDATE Other Actions

Summary

e-Folder

Requisition PR-OA-17-00132 is currently in progress.

What would you like to do?

- **View snapshot**
- **Edit line item (1 line item)**
- **Validate requisition data**
- **Manage e-Requisition contents**
- **Manage supporting docs (3 files)**

Create a new document from this requisition

Select

Summary

Draft DCN number: 1611H21
Version: BASE

Status:	In Progress
Stage:	Requisition
Total Items:	1

Commitment Amount

Total:	$ 120,000.00
Appropriated:	$ 120,000.00
Non-Appropriated:	$ 0.00
Total Amount:	$ 120,000.00

Return to Home

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Accessibility and Helpful Tools
About EAS v. 72.00.07.04.COTS.019

Statement of Work

Daily News Briefing

U.S. Environmental Protection Agency

Part I: General Information

Summary

The following details the U.S. Environmental Protection Agency's (EPA) requirements for the collection and dissemination of daily print and broadcast news content related to EPA interests. The purpose of this daily content and related services is to afford EPA executives, Public Affairs staff, and other EPA staff comprehensive situational awareness of important developments on EPA issues as reported in the national and international news media.

Background

EPA's Office of Public Affairs (OPA) is the primary office for all EPA communications. The Associate Administrator for the office serves as advisor to the Administrator on all issues concerning short-term and long-term strategic communications. The office serves as the principal news media gateway for official agency announcements, press releases and statements, speeches, congressional and public hearing testimony and other documents of public interest. In its efforts to respond to media inquiries, strategically manage agency external public communications, and better enable the dissemination of public information during an emergency response activity, OPA needs the ability to monitor breaking news, editorials, longer form journalism projects, and the larger public conversation about health impacts related to the environment and general environmental protection. A daily news briefing service affords OPA this capability.

Scope or Objectives

The Office of Public Affairs seeks to provide its personnel, regional public affairs staff, and agency senior leadership with a customized media coverage service focusing on EPA work and other topical areas of interest selected by EPA. This service shall allow personnel to have better situational awareness, as well as better support both proactive and reactive public communications strategies. A daily compendium of media coverage shall be provided to EPA each day electronically and shall contain a topical index and links.

In addition to the daily compendium, this service will also provide alerts by e-mail to select EPA employees throughout the day. The service provides "war room" coverage at the request of EPA, when EPA determines that a greater level of media coverage is needed for a particular

issue or event. Lastly, this service will provide a searchable database of all media coverage that has been collected for EPA.

Part II: Work Requirements

Technical Requirements

The contractor's deliverable product must:

1. Utilize:
   a: Articles and broadcasts from major U.S. newspapers, national television and cable news, newsweeklies, relevant magazines and journals, blogs, specialty press, etc.;

   b. Reflect understanding of EPA's mission and interests;

   e. When requested, characterize the coverage such that EPA officials can quickly get a sense of how widely various story elements were run.

2. Provide links within the coverage to the original full-text versions when available on the original publishers' websites and to streaming video of important television as originally broadcast;
3. Provide exceptional customer service, including 24/7 access by EPA to contractor's account managers, analysts, and senior managers, to permit last-minute changes to topics, deadlines, and specific guidance from the EPA to the contractor regarding stories to be included and the extent of coverage desired.
4. Coverage should, at a minimum, include the following topic areas:
   a. Administrator
   b. Air
   c. Brownfields/Superfund/Other cleanups
   d. Budget
   e. Climate Change
   f. Emergency Response
   g. Energy
   h. Enforcement
   i. Environmental Justice
   j. EPA
   k. Grants
   l. Hazardous waste
   m. Pesticides
   n. Research and Development
   o. Rules/Regulations/Policy
   p. Toxics/TSCA
   q. Trash/recycling/composting/solid waste
   r. Water

Formatting of the compendium will be at the discretion of the contractor, but they must be easy to read with a reasonable type and size font.

The contractor shall deliver the daily compendium by 8:00 a.m. Eastern Time. This briefing will go to a listserv maintained by the contractor of approximately 600 people. This daily compendium will include media coverage from the preceding 24-hour period, except in the case of the daily compendium for Monday mornings, which will also capture media coverage from the weekend. Alerts on breaking news will be delivered throughout the day from 8:00 am to 11:00 pm Eastern Time.

At EPA's request, the contractor will provide "war room" style coverage of specific events or issues. This coverage will provide intensive coverage of breaking news stories and trends. In addition, at EPA's request, the contractor will provide video content related to the specified events or issues.

All content shall be delivered daily, Monday through Friday and observing the legal holidays below. The two days for Thanksgiving will include Thanksgiving Day and the day after Thanksgiving. The two days for Christmas will vary based on which day of the week Christmas falls and will be worked out between EPA and the contractor.

New Year's Day

Martin Luther King's Birthday Presidents' Day

Memorial Independence Day Labor Day Columbus Day Veteran's Day

Thanksgiving Day {two days) Christmas day (two days)

Inauguration Day (when applicable)

Part Ill: Supporting Information

Period of Performance

The Period of Performance shall be for one year with four one year options, and shall not exceed five years' total

To: Interested Parties
From: Joe Pounder, President, America Rising Corp.
Date: May 22, 2017
Subject: Media Monitoring Services In 2017-2018

Project Scope:

Provide comprehensive media monitoring of news about Administrator Scott Pruitt and specifically about the Environmental Protection Agency (EPA).

Media Monitoring:

Definers Public Affairs can provide comprehensive war room-style media monitoring focused on stories about Administrator Pruitt and the Environmental Protection Agency. This monitoring would include print and online sources, national and local TV, and social media. Stories would be compiled into a **daily matrix** about Administrator Pruitt (example below). While not alerting stories throughout the day with a campaign-level intensity, Definers **will alert major stories as they develop.** Examples of a **Print Alert** and **TV Alert** are below.

The monitoring will focus on stories about Administrator Pruitt and the EPA and not stories about environmental policy in general. The ultimate goal of the monitoring is to provide your team with a greater understanding of the Administrator's and Agency's coverage throughout the day.

In the next three months, Definers will be rolling out for its monitoring clients a new Console that will make all news clips alerted available via login in addition to email notifications. The Console has a powerful search function that will allow users to easily find the clips they need for ongoing projects.

Timeline:

Definers can begin providing immediate support upon execution of an agreement.

Budget:

To accomplish this level of monitoring support, Definers proposes a retainer **of $10,000 per month** for a term of one-year.

Sample Matrix/Compendium

EPA Clips
May 22, 2017

Print

Brian Dabbs, "EPA Experts Increasingly Shut Out Of Public Statements, Some Complain", Bloomberg, 5/22/17

Joe Wertz, "With Pruitt Leading EPA, Oklahoma Oil Firm Gains Ground In Fight Against Regulation", Stateimpact OK, 5/22/17

Staff, "EPA Workers Plan Rally To Protest Proposed Budget Cuts", Associated Press, 5/21/17

Rafi Letzter And Madeleine Sheehan Perkins, "Scott Pruitt's First 100 Days At The EPA Have Shown He's Unlike Any Former Chief", Business Insider, 5/21/17

Tom Mclaughlin, "EPA Announces Funding Available For Panhandle Estuary Program", Northwest Florida Daily News, 5/21/17

Lauren Cross, "Judge Denies Superfund Residents Court Intervention In EPA Cleanup", NWI Times Indiana, 5/21/17

Staff, "Polluters Are Expecting Big Savings From Scott Pruitt's EPA", Daily Kos, 5/21/17

Miranda Green And Rene Marsh, "President's Fiscal 2018 Budget Would Slash EPA Spending By 30%", CNN, 5/20/17

Hiroko Tbuchi And Eric Lipton, "How Rollbacks At Scott Pruitt's E.P.A. Are A Boon To Oil And Gas", New York Times, 5/20/17

Rick Keigwin, "EPA Collaborates With Growers On Risks", Iowa Farmer Today, 5/20/17

Adam Wernick, "EPA Administrator Scott Pruitt Is Not Making Anyone Happy Right Now", PRI, 5/20/17

Timothy Gardner, "White House Moving Ahead With Stiff EPA Budget Cuts: Group, Citing Document", Reuters, 5/19/17

Brady Dennis, "EPA To Set Aside $12 Million For Buyouts In Coming Months", Washington Post,

5/19/17

Jennifer Ludden, "Public To EPA On Cutting Regulations: 'No!'", NPR, 5/19/17

Jason O. Boyd, "Congressman Jones Calls For Removal Of EPA Regulation Impacting Aurora Mine", WCTI Washington, 5/19/17

Caitlyn Stuplin, "EPA Preparing Cleanup Plan For West Deptford Superfund Site", NJ Advance Media, 5/19/17

Staff, "EPA Partners With Quapaw Tribe Of Oklahoma To Continue Cleanup At Tar Creek Superfund Site; Epa Awards Over $4 Million To Tribe", Galena Sentinel Times, 5/19/17

Chris White, "EPA Official Invites Left-Wing Environmental Group To Agency For Talk On Science", Daily Signal, 5/19/17

Marianne Lavelle And Georgina Gustin, "Trump Budget Would Wallop EPA's Climate And Environment Programs", Inside Climate News, 5/20/17

Emily Atlin, "Scott Pruitt Is The Hypocritical Liar That Trump Deserves", New Republic, 5/19/17

Andrew Freedman, "EPA Leader To Get More Bodyguards While Cutting Other Agency Staff", Mashable, 5/19/17

Staff, "EPA Chairman Scott Pruitt On Potential Ramifications Of Pulling Out Of The Paris Climate Agreement: We Are The United States, We Don't Lose Our Seat At The Table", Fox News Radio, 5/19/17

TV/Radio

5/22/17 NPR: Discussion On The EPA Decision To Reverse The Chlorpyrifos Ban

Social

@EmilyAtkin: "Scott Pruitt is touring conservative media outlets claiming Obama's EPA didn't accomplish anything. This is...false"

@Bruneski: "Don't agonize, organize! How Rollbacks at Scott Pruitt's E.P.A. Are a Boon to Oil and Gas nyti.ms/2qF7RrK"

@RepHankJohnson: "The budget's #TrumpCuts at EPA will negatively impact: -the AIR we breathe -the WATER we drink -the CLIMATE we leave our kids"

@RepStefanik: "Sent a letter to the EPA expressing my concerns over the dismissal of members of

the Board of Scientific Counselors... It's critical that the EPA continues to use the highest quality research when making policy decisions."

@Heritage: "Conservatives should be excited about the new @EPA agenda. bit.ly/2qKfqyb"

@AGRutledge: "I have a duty on behalf of Arkansans to provide a list of regulations to the EPA that should be rolled back. #arpx | arkansasag.gov/media-center/n..."

@AGRutledge: "The EPA has a unique opportunity to evaluate its regulatory programs and identify what is working and not working. arkansasag.gov/media-center/n..."

Sample Print Alert:

Exclusive: Trump EPA Transition Chief Laments Slow Progress In Killing Green Rules
Reuters
By Valerie Volcovici
May 22, 2017
https://www.reuters.com/article/us-usa-trump-ebell-exclusive-idUSKBN18I196

The man who led President Donald Trump's transition team for the U.S. Environmental Protection Agency, Myron Ebell, told a conservative conference last month that the new administration is moving too slowly to unravel climate change regulations.

In closed-door remarks to members of the conservative Jefferson Institute in Virginia on April 18, a recording of which was obtained by Reuters, Ebell said Trump's administration had made a series of missteps, including delays in appointing key EPA officials, that could hamper efforts to cut red tape for industry.

"This is an impending disaster for the Trump administration," Ebell, a prominent climate change doubter, said in the recording provided to the Center for Media and Democracy and shared with Reuters.

Ebell was chosen by Trump's campaign to lead the EPA's transition until the Jan. 20 inauguration, a choice that had reinforced expectations Trump would follow through on promises to rescind Obama-era green rules and pull the United States out of a global pact to fight climate change.

Ebell had been seen as a candidate for the EPA administrator job, a post that ultimately went to former Oklahoma Attorney General Scott Pruitt.

Ebell no longer works at the agency but remains influential within a faction of the U.S. conservative movement with ties to the Trump administration. His criticism reflects a broader disappointment by some conservatives about Pruitt's focus and commitment to scrapping even more complex Obama-era regulations.

Since taking office, Trump and Pruitt have moved to unwind environmental regulations, including former President Barack Obama's Clean Power Plan to reduce carbon emissions from electricity generators.

But his administration has frustrated some conservatives by entertaining the idea of remaining in the Paris Climate Agreement, and hesitating to tackle the Obama-era "endangerment finding" that concludes carbon dioxide is a public health threat and underlies many U.S. regulations governing emissions. Lawyers have said challenging that scientific finding could be time consuming and legally complex.

Pruitt has said he does not want the United States to remain in the Paris agreement but he has not yet decided to tackle the endangerment finding. At least three conservative groups have filed petitions asking the EPA to overturn the finding.

"Paris and the endangerment finding are the two big outstanding issues. It's the first wave of things that are necessary to turn this country around, particularly in the heartland states," Ebell said at the conference.

Ebell cited the slow pace of key EPA appointments, including deputy administrator and various assistant administrators, a lack of experienced personnel at the White House, deep ideological divisions between the president's close advisers, and an "imperfect choice" of EPA administrator, as the main reasons Trump was not acting more aggressively on climate rules.

He said Trump strategists should have allowed his transition team to roll out the full de-regulatory agenda before Trump took office, instead of delaying. "The new president doesn't have long before inertia sets in," he said.

He also found fault in Trump's choice of Pruitt to run the EPA, saying the former state attorney is a "clever lawyer" but his "political ambition" may distract him from taking-on time-consuming efforts like challenging the endangerment finding.

A spokesman for Pruitt responded to Ebell's assertions, saying Pruitt had been implementing Trump's executive orders and had spearheaded "about two dozen regulatory reform actions" since taking up his position.

Ebell also faulted Trump for choosing advisers with broadly different political perspectives and backgrounds - something he said was triggering paralyzing debate, instead of action.
"He's got people on different sides and they are all fighting over who gets these jobs and nobody has the clout except the president to say, 'Hey fix this, let's get this done,'" Ebell said.
In a statement given to Reuters on Saturday, Ebell said he is still concerned about the White House log-jam in nominating people for key EPA posts and the delay in making the Paris decision.

But he said he supports Pruitt as an administrator and is encouraged by his recent actions.
"Pruitt was an excellent choice to head the EPA, and minor disagreements aside, his recent actions have made me even more confident that he will be an outstanding administrator," he said.
A White House official did not respond to a request for comment.

Sample TV Alert

Administrator Pruitt Discusses Plans And Leadership For The Environmental Protection Agency
Fox & Friends
May 17, 2017
http://mms.tveyes.com/transcript.asp?StationID=130&DateTime=5/17/2017%206:47:40%20AM&playclip=true

Steve: Good morning to you.

Administrator Pruitt: Good morning. Good to be back with you.

Steve: the press made President Obama out to be the environmental savior. And yet, when you look at the number of toxic dumps left on your plate, it's a big number.

Administrator Pruitt: Absolutely. in fact, Ainsley, you said these fights across the country have some of the uranium and lead, posing great risk to the citizens in those areas. And examples where the E.P.A. didn't take any steps at all. We have a site outside of St. Louis called Westlake that's taken the E.P.A. 27 years just to make a decision. Not clean it up, but to make a decision on what should be done to clean it up.

Steve: That crosses both Democrat and Republican administrations.

Administrator Pruitt: Absolutely, and I think when you look at the environmental left they look at the past administration as an environmental savior. When you look at areas of contaminant in this country that don't meet the air quality standards, almost 40% of the country that qualify there. 120 million people. We had Gold King in Colorado. Flint in Michigan with water. The super fund sites across the country. the area that they focused on, the C02 reductions they struck out twice on as far as regulations. The supreme court struck them down twice.

Ainsley: What does this mean for the folks that are watching this? Does this mean can you get cancer if you are exposed to all of this?

Administrator Pruitt: Possibly, yes. And that's why it's so important to focus the core of the mission on those areas. This president is a doer, an action oriented leader. the past administration talked a lot. this administration is actually taking steps to do things to clean up the environment. We're focusing on those areas you mentioned.

Brian: super fund sites that need to be cleaned up. What's your first target?

Administrator Pruitt: We are very focused on Westlake. I was in East Chicago about three weeks ago. a site that has lead as well.

Brian: do you know how to do it?

Administrator Pruitt: We have a plan in place that we're going to announce very soon on Westlake. So it's very important to make those citizens know we are going to take steps to clean up and clean it up quickly.

Ainsley: Mr. Pruitt, we are talking about memos and what's happening in the white house. this is what the American public really needs to be focused on

Steve: our personal safety.

Ainsley: protecting our kids from cancer.

Administrator Pruitt: They want leadership. and this president is providing leadership it in so many areas, and it gets lost in Washington, D.C. malaise in all these areas.

Steve: provide leadership to do what with the environment."

Administrator Pruitt: Clean up these sites. set a goal and say 1322 sites unacceptable. 27 years to make a decision is unacceptable. Let's get St. Louis cleaned up.

Steve: how much is it going to cost?

Administrator Pruitt: The great thing about this is we have private funding. There are people out there responsible for these sites to clean up. There is money out there to do so. it's not a matter of money. it's a matter of leadership and attitude and management. we need to do it much better.

brian: when are you going to make a decision on leaving and staying in paril, the paris agreement.

Administrator Pruitt: I think when the president gets back from the G7. I'm actually attending the G7 in early June as well and there will be a decision on Paris. Very important we make decisions there soon.

Brian: it will be one of the big top topics.

Brian: Great to see you.