ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER: 09/26/2018

2. CONTRACT NO. (If any): 68HE0C18D0002

3. ORDER NO.: 68HE0C18F0895

4. REQUISITION/REFERENCE NO.: PR-OARM-18-00942

5. ISSUING OFFICE (Address correspondence to):
CPOD
US Environmental Protection Agency
26 West Martin Luther King Drive
Mail Code: W136
Cincinnati OH 45268-0001

6. SHIP TO:
a. NAME OF CONSIGNEE: US Environmental Protection Agency
b. STREET ADDRESS: OARM/OARMS
1200 Pennsylvania Ave, NW
Room 5351
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20004

7. TO: (b)(4)
a. NAME OF CONTRACTOR: SmithGroupJJR, Inc.
b. COMPANY NAME:
c. STREET ADDRESS: 1700 NEW YORK AVENUE, NW
SUITE 100
d. CITY: WASHINGTON
e. STATE: DC
f. ZIP CODE: 20006

f. SHIP VIA:

8. TYPE OF ORDER
☐ 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: OARM

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:

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: 005381660 TOCOR: Dan Amon Max Expire Date: 03/31/2019 Continued ...					

18. SHIPPING POINT:

19. GROSS SHIPPING WEIGHT:

20. INVOICE NO.:

17(h) TOTAL (Cont. pages): $775,646.05

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

17(i) GRAND TOTAL: $210,047.17

22. UNITED STATES OF AMERICA BY (Signature): 09/26/2018
ELECTRONIC SIGNATURE

23. NAME (Typed): Scott Tharp
TITLE: CONTRACTING/ORDERING OFFICER

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/26/2018	68HE0C18D0002	68HE0C18F0895

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: CPOD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001 Period of Performance: 09/26/2018 to 03/31/2019					
0001A	Task 1- Project initiation in accordance with the attached Statement of Work. Accounting Info: 18-19-B-51FG-000GF2-2504-1851DAN003-001 BFY: 18 EFY: 19 Fund: B Budget Org: 51FG Program (PRC): 000GF2 Budget (BOC): 2504 DCN - Line ID: 1851DAN003-001 Funding Flag: Partial Funded: $4,255.31 Accounting Info: 18-T-51FG-000GF2-2504-HQ00BM00-1851DAN003-002 BFY: 18 Fund: T Budget Org: 51FG Program (PRC): 000GF2 Budget (BOC): 2504 Job #: HQ00BM00 DCN - Line ID: 1851DAN003-002 Funding Flag: Partial Funded: $1,823.70				6,079.01	
0001B	Task 1- Define the strategic facilities capital planning process in accordance with the attached Statement of Work. Accounting Info: 18-19-B-51FG-000GF2-2504-1851DAN003-001 BFY: 18 EFY: 19 Fund: B Budget Org: 51FG Program (PRC): 000GF2 Budget (BOC): 2504 DCN - Line ID: 1851DAN003-001 Funding Flag: Partial Funded: $94,182.94 Accounting Info: 18-T-51FG-000GF2-2504-HQ00BM00-1851DAN003-002 BFY: 18 Fund: T Budget Org: 51FG Program (PRC): 000GF2 Budget (BOC): 2504 Job #: HQ00BM00 DCN -				134,547.06	

Continued ...

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $140,626.07

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/26/2018	68HE0C18D0002	68HE0C18F0895

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Line ID: 1851DAN003-002 Funding Flag: Partial Funded: $40,364.12					
0002	Task 2 - Use existing data fields (Gather, verify and sort existing data sets for facilities)in accordance with the attached statement of work. Accounting Info: 18-19-B-51FG-000GF2-2504-1851DAN003-00 1 BFY: 18 EFY: 19 Fund: B Budget Org: 51FG Program (PRC): 000GF2 Budget (BOC): 2504 DCN - Line ID: 1851DAN003-001 Funding Flag: Partial Funded: $48,594.77 Accounting Info: 18-T-51FG-000GF2-2504-HQ00BM00-1851DAN 003-002 BFY: 18 Fund: T Budget Org: 51FG Program (PRC): 000GF2 Budget (BOC): 2504 Job #: HQ00BM00 DCN - Line ID: 1851DAN003-002 Funding Flag: Partial Funded: $20,826.33				69,421.10	
0003	Task 3 - Analyze Benchmarks in accordance with the attached Statement of work. (Option Line Item) 90 Days After Award				75,187.26	
0004	Task 4 - Prioritize Capital Projects in accordance with the attached Statement of work. (Option Line Item) 90 Days After Award				103,431.68	
0005	Task 5 - Demonstrate the impact of funding in accordance with the attached Statement of work. (Option Line Item) 90 Days After Award				147,059.36	
	Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $395,099.40

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/26/2018	68HE0C18D0002	68HE0C18F0895

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0006	Task 6 - Create Budget Documents in accordance with the attached Statement of work. (Option Line Item) 90 Days After Award				140,546.92	
0007	Task 7 - Develop process for continuous improvement in accordance with the attached Statement of work. (Option Line Item) 90 Days After Award				99,373.66	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $239,920.58

Procurement Management Roles

TASK ORDER CONTRACTING OFFICERS REPRESENTATIVE:

US Environmental Protection Agency
Attn: Daniel Amon
1200 Pennsylvania Ave, NW
Washington, DC 20460
Mail Code: 3204R
Phone Number: 202-564-7509
Fax Number: 202-564-2935
E-Mail Address: amon.dan@epa.gov

ALTERNATE TASK ORDER CONTRACTING OFFICERS REPRESENTATIVE:

US Environmental Protection Agency
Attn: Ayesha Saeed
1200 Pennsylvania Ave, NW
Washington, DC 20460
Mail Code: 3204R
Phone Number: 202-564-0472
E-Mail Address: saeed.ayesha@epa.gov

I. Purpose of Task Order: The Contractor shall provide master planning and options analysis for the U. S. Environmental Protection Agency Nationwide Strategic Facilities Capital Plan.

II: Work Requirements: Work shall be performed in accordance with the attached Statement of Work dated July 31st, 2018, as supplemented by the contractor's proposal dated September 24, 2018. The Contractor shall furnish all labor, materials, and services necessary to perform the work.

III. Deliverable Schedule: All work associated with this task order (including submission of all required deliverables) shall be completed no later than March 31, 2019.

IV: Options: Tasks 0001A, 0001B, and 0002 have been awarded in this task order. Tasks 0004 through 0007 are options anticipated to be exercised in Fiscal Year 2019. An extension to this task order may be provided based on when/if these tasks are issued. These optional line items are in accordance with FAR Clause 52.212-7 Option for Increased Quantity - Separately Priced Line Items as detailed below.

> **52.212-7 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEMS (MAR 1989)**
> The Government may require the delivery of the numbered contract line items (CLINS), identified in the Schedule as option items, in the quantity and at the price stated in the CLIN. The Contracting Officer may exercise the option by written notice to the Contractor within 90 calendar days after task order award. Delivery of added line items shall continue at the same price identified in the CLIN schedule under this task order, unless the parties otherwise agree.

V: Task Order Project Officer: Mr. Dan Amon is hereby designated as the Task Order Contracting Officer's Representative (COR) for this task order, and Ms. Ayesha Saeed is the Alternate COR. The COR, and in his absence the Alternate COR, is EPA's primary contact relative to performance of the technical requirements of the task order. However, this individual is not authorized to make any commitments or changes which affect the price, terms, and/or conditions of the task order. Such changes can be

accomplished only by the Contracting Officer in writing.

In accordance with FAR 1.602-2(d), the individual identified above is the Contracting Officer Representative (COR). Specifically relative to FAR 1.602-2(d)(7), this individual's authority is limited to: accepting delivered services or items, approving invoices associated with the aforementioned services, and certifying that goods or services were received for the purpose of order close out. This authority expires upon completion of the aforementioned activities and are not re-delegable. In addition, FAR 52.217-7 Option for Increased Quantity— Separately Priced Line Item. The COR may be personally liable for any authorized acts.

VI. Pricing: The total firm-fixed-price for the performance of all work authorized by this task order is set forth in Block 17(i) on page 1 hereof.

No Services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer, consistent with the clause CHANGES - FIXED PRICE, FAR 52.243-1, Alternate III

Attachment: 1. Statement of Work

U. S. Environmental Protection Agency Nationwide Strategic Facilities Capital Plan

Date: 7/31/18

Contract: 68HE0C18D0002

Statement of Work

This SOW is to develop a framework, tools, data analysis, and the systematic process for a Nationwide Strategic Facilities Capital Plan for the U.S. Environmental Protection Agency. EPA's property portfolio is one of the largest investment items for the agency. Meeting EPA's mission and keeping science moving forward is highly dependent on the facilities and infrastructure managed by EPA's Office of Administration. OA would like to reduce both agency risk and costs by providing facilities that are less expensive to operate, promote a better working environment, and better serve the agency organizational goals and objectives. OA would like to develop this strategic plan to better assess the agency's capital assets, prioritize capital investments, and document the impact of alternate funding scenarios to advance the agencies objectives in a changing environment.

Background

1. Drivers
    a. Agency mission and strategic plan, see: https://www.epa.gov/planandbudget/fy-2018-2022-epa-strategic-plan
    b. EPA's National Laboratory Study – dated 10/16/2014
    c. MITRE Study of EPA laboratories & Appendices
    Assessment of the Scientific and Technical Laboratories and Facilities of the U.S. Environmental Protection Agency May 1994

2. Agency laboratory high level organization (see attachment 1 for laboratory inventory)
    a. Office of Research and Development
    b. Regions (1-10)
    c. Programs (Office of Air and Radiation, Office of Chemical Safety and Pollution Prevention, Office of Enforcement and Compliance Assurance, Office of Land and Emergency Management)

Objective

The objective of the Scope of work is to develop a strategic planning document and process using existing master plans for the EPA laboratory portfolio. The strategic plan will have seven definitive sections as follows:

1. Define the strategic facilities capital planning process

    - Define organizational strategic goals
    - Define metrics
    - Define roles
    - Identify tools
    - Define record keeping process
2. Use existing data fields
    - Use existing data available
    - Use existing condition index data
    - Document deficiencies and corrective actions
    - Categorize assets and systems
3. Analyze Benchmarks
    - Evaluate current conditions according to standard metrics
4. Prioritize Capital Projects
    - Use existing master plan projects
    - Use existing National lab study projects
    - Use existing facility audits and assessments
    - Prioritize the projects/actions
5. Demonstrate the impact of funding
    - Show scenarios to demonstrate the impact spending has on facility condition
6. Create Budget documents
    - Begin development of transparent and defensible capital plans and budgets
7. Develop process for continuous improvement
    - Plan for data maintenance
    - Prioritization review
    - Executive-level reporting

Tasks

1. Define the strategic facilities capital planning process

   The first task will be to set-out the key strategic goals that will guide the capital planning and management process, based on organization and agency mission objectives and expectations about the future requirements for the agency's science facilities. Using the agency strategic plan and working with Office of Administration staff the plan should articulate specific objectives with which the capital plan and budget will align.

   The Strategic planning team will meet and develop the process by which goals will be defined, evaluation criteria will be established, relevant data will be reviewed and collected, and results will be communicated.

2. Use existing data fields

   The second task will be to gather, verify, and sort the existing data sets for the facilities. Accurate cost and condition information will form the basis of the strategic Facilities Capital Planning and Management process and is paramount to the generation of budgets

with realistic requirements and quantified deferred maintenance resolution. Facilities will need to be sorted on their organizational mission (see attachment 1 for facility list with mission type – regional, research, or programmatic). The contractor shall use the Facility Condition Index (FCI) data gathered during the facility specific master planning process and the EPA National Laboratory study for those facilities that do not have specific master plans. Types of data needed will include:

- Building profile – size, age, construction type, location, etc.
- System information – HVAC, roofs, building envelope, site issues, etc.
- Condition data – FCI, urgent issues, code violations, etc.
- Identify any impairments
- Non-condition data – mission issues, risk to the agency, criticality
- Project specific data – the site-specific master plan projects shall be used to begin the process of consolidating,
- Laboratory cost data for FY 2012-FY2016, has been gathered and this information will also be available for the contractor's analysis and review.
- Lifecycle and obsolescence information from the site-specific master plans shall be incorporated. Where site specific information is not available, either data from the EPA National Laboratory Study, previous master plans, or site-specific data call information should be used
    - Project specific data (see Prioritize Capital projects section 4) – the site-specific master plan projects shall be used to begin the process of consolidating, prioritizing, ranking, sorting, managing and ultimately producing a 5-year capital project plan based on the projects and the above data sets. Another area where Capital projects are called out and identified is the existing Facilities Management Software system (FMS).

3. <u>Analyze Benchmarks</u>

The third task for the vendor will use the above gathered data and, working with the Strategic Facilities Capitol project team, develop targets and acceptable condition standards for the various asset classes. The EPA National Laboratory Study already has a thoroughly vetted and agreed upon process for this work, the vendor shall simply use the existing templates from the National Laboratory study and update them using current data and information, specifically from the site-specific master plans. The final data analysis shall provide a complete view of the necessary and recommended capital projects and their costs across the facility portfolio, as well as the expected replacement dates and costs. This data analysis will serve as the basis on the agencies Strategic Facilities Capital Plan.

4. <u>Prioritize Capital Projects</u>

The fourth task for the vendor will be to prioritize all the facility capital projects. This will begin by categorizing all of the identified Capital projects within the site-specific master plans and the existing Buildings and Facilities database – FMS. Categories should include:

- System obsolescence, infrastructure, and FCI upgrade projects
- Mission requirement projects
- Health and Safety projects
- Security projects
- Energy and Water reduction projects
- Environmental compliance projects
- Space optimization projects

Once the projects are categorized, the vendor will work with the agency to develop consistent criteria for evaluating each project, and develop a process for applying the criteria consistently. Developing a data based scoring system with weights based on overall organization objectives, statistical ranking methods, will effectively tie each project to the overall organization priorities. Once the criteria are developed and the projects scored all the project requests can be ranked.

Potential scoring criteria could be:

- Audit findings – and scores
- Facility FCI score
- NEPA issues
- Energy and sustainability scores
- Mission index/dependency
- Life-Cycle cost
- Occupancy/Utilization score
- Obsolescence

Opportunities for bundling projects shall also be identified, bundling can be done by type of type of projects, location of projects, mission impacts of projects, etc. Bundling could enable the facilities group to obtain better pricing or meet mission requirements more effectively.

5. <u>Demonstrate the impact of funding</u>

With requirements prioritized and FCI data in place, the vendor shall develop a system that will justify both short and long-term budget requirements by demonstrating the impact of different funding levels on the condition of an individual facility or the entire portfolio. With funding scenarios, EPA can pinpoint the risks and highlight the financial consequences if the work is not completed.

6. Create Budget documents

   With a ranking strategy for prioritization in place, funding can be applied based on established variables such as budget years, inflation rate, overhead costs, budget constraints, etc. EPA will work with the vendor to create budget scenarios which apply a chosen ranking strategy to all or part of the EPA portfolio. The ultimate result would be a budget based on an objectively ranked list of capital needs, with clear assumptions about funding and costs. If funding levels change, the budget scenario may be reapplied to determine the impact on funded projects. If priorities change, ranking strategies can be modified to reflect the new priorities.

7. Develop process for continuous improvement

   Over time, team members will change, priorities will shift, and the process will need to be maintained and updated. EPA must work to ensure the data are continually, collected, updated and centrally stored. Re-assessments need to be identified and updated. EPA will work with the vendor to have a process in place to verify data and update 25% of the facility portfolio each year so the entire portfolio is assessed over a four-year period. Prioritization strategies should be reviewed annually to ensure that they remain in sync with EPA objectives and plans. Finally, the strategic planning process should include general regular updates to management to ensure their awareness and commitment to the process.

Deliverables

1. *Workplan*
   a. Team members
   b. Issues to address – data calls, benchmarks,
   c. Schedule, organization of study
   d. Delivery of draft workplan to EPA within 10 working days of the effective date of the task order. EPA shall review the workplan and provide comments to the contractor with 10 working days for inclusion and updates to the workplan. The contractor shall deliver the final draft work plan within 10 working days of receiving EPA's comments and upon approval of the EPA project officer proceed with the workplan.
   e. The vendor shall provide a separate price for each task numbered 1-7, the funding for this task order will be phased between FY2018 and FY2019 based on severable tasks.

2. *Data review (tasks 1-3)*
   a. The contractor shall review and formally comment on EPA's proposed data call, including specific data elements and definitions, to ensure the Agency collects only those available data critical to support the laboratory assessment.

b. The contractor shall review and formally comment on the current state of EPA data gathered within 6 weeks of receiving the data from the agency.
c. The contractor shall provide the agency with any supplemental data requirements they may have with the above review
d. The contractor shall propose the collection and use of any internal or external data that are critical to the EPA assessment with the above review.
e. The contractor shall collect new data only as approved by EPA

3. *Framework (tasks 4-7)*
    a. The contractor shall provide the draft framework for strategic facility capital plan within 12 weeks of receiving the task order from the agency
    b. EPA will review the Framework and submit comments to the contractor within 14 days. The contractor will review agency comments and incorporate them into the framework, update the framework, and return it to EPA within 2 weeks.

Procurement Management Roles

TASK ORDER CONTRACTING OFFICERS REPRESENTATIVE:

US Environmental Protection Agency
Attn: Daniel Amon
1200 Pennsylvania Ave, NW
Washington, DC 20460
Mail Code: 3204R
Phone Number: 202-564-7509
Fax Number: 202-564-2935
E-Mail Address: amon.dan@epa.gov

ALTERNATE TASK ORDER CONTRACTING OFFICERS REPRESENTATIVE:

US Environmental Protection Agency
Attn: Ayesha Saeed
1200 Pennsylvania Ave, NW
Washington, DC 20460
Mail Code: 3204R
Phone Number: 202-564-0472
E-Mail Address: saeed.ayesha@epa.gov

I. Purpose of Task Order: The Contractor shall provide master planning and options analysis for the U. S. Environmental Protection Agency Nationwide Strategic Facilities Capital Plan.

II: Work Requirements: Work shall be performed in accordance with the attached Statement of Work dated July 31st, 2018, as supplemented by the contractor's proposal dated September 24, 2018. The Contractor shall furnish all labor, materials, and services necessary to perform the work.

III. Deliverable Schedule: All work associated with this task order (including submission of all required deliverables) shall be completed no later than March 31, 2019.

IV: Options: Tasks 0001A, 0001B, and 0002 have been awarded in this task order. Tasks 0004 through 0007 are options anticipated to be exercised in Fiscal Year 2019. An extension to this task order may be provided based on when/if these tasks are issued. These optional line items are in accordance with FAR Clause 52.212-7 Option for Increased Quantity - Separately Priced Line Items as detailed below.

> **52.212-7 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEMS (MAR 1989)**
> The Government may require the delivery of the numbered contract line items (CLINS), identified in the Schedule as option items, in the quantity and at the price stated in the CLIN. The Contracting Officer may exercise the option by written notice to the Contractor within 90 calendar days after task order award. Delivery of added line items shall continue at the same price identified in the CLIN schedule under this task order, unless the parties otherwise agree.

V: Task Order Project Officer: Mr. Dan Amon is hereby designated as the Task Order Contracting Officer's Representative (COR) for this task order, and Ms. Ayesha Saeed is the Alternate COR. The COR, and in his absence the Alternate COR, is EPA's primary contact relative to performance of the technical requirements of the task order. However, this individual is not authorized to make any commitments or changes which affect the price, terms, and/or conditions of the task order. Such changes can be

accomplished only by the Contracting Officer in writing.

In accordance with FAR 1.602-2(d), the individual identified above is the Contracting Officer Representative (COR). Specifically relative to FAR 1.602-2(d)(7), this individual's authority is limited to: accepting delivered services or items, approving invoices associated with the aforementioned services, and certifying that goods or services were received for the purpose of order close out. This authority expires upon completion of the aforementioned activities and are not re-delegable. In addition, FAR 52.217-7 Option for Increased Quantity— Separately Priced Line Item. The COR may be personally liable for any authorized acts.

VI. Pricing: The total firm-fixed-price for the performance of all work authorized by this task order is set forth in Block 17(i) on page 1 hereof.

No Services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer, consistent with the clause CHANGES - FIXED PRICE, FAR 52.243-1, Alternate III

Attachment: 1. Statement of Work

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. P00001

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE CAD

CAD
US Environmental Protection Agency
26 West Martin Luther King Drive
Mail Code: W136
Cincinnati OH 45268-0001

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SmithGroupJJR, Inc.
Attn: (b)(4)
1700 NEW YORK AVENUE, NW
SUITE 100
WASHINGTON DC 20006

CODE 005381660 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 68HE0C18D0002
68HE0C18F0895

10B. DATED *(SEE ITEM 13)* 09/26/2018

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
X	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. IAW FAR 52.243-1 (Changes)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, 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:
	D. OTHER *(Specify type of modification and authority)*

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: 005381660
TOCOR: Dan Amon Max Expire Date: 03/31/2019
LIST OF CHANGES:
Reason for Modification: Change Order

The purpose of this modification is to extend the Period of Performance from 3/31/2019 to 09/30/2019 at no additional cost to the Government. All other terms and conditions remain unchanged.

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)*
Donald L. Wentzel

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED 05/08/2019

NAME OF OFFEROR OR CONTRACTOR
SmithGroupJJR, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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 Period of Performance: 09/26/2018 to 09/30/2019				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C	PR-OARM-19-00414	

6. ISSUED BY CODE CAD

CAD
US Environmental Protection Agency
26 West Martin Luther King Drive
Mail Code: W136
Cincinnati OH 45268-0001

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SmithGroupJJR, Inc.
Attn: (b)(4)
1700 NEW YORK AVENUE, NW
SUITE 100
WASHINGTON DC 20006

CODE 005381660 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
68HE0C18D0002
68HE0C18F0895

10B. DATED *(SEE ITEM 13)*
09/26/2018

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 Increase: $178,618.94

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 data, 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)* IAW FAR Clause 52.217-7 Option for Increased Quanity and EPA-B-32-103 Limitation of Gov Obligation

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 005381660
TOCOR: Dan Amon Max Expire Date: 02/28/2020
LIST OF CHANGES:
Reason for Modification: Exercise an Option

The purpose of Modification 2 is as follows:
(1) Incorporate FAR Clause 52.217-7 Option for Increased Quantity Separately Priced Line Item into the current contract.
(2) Exercise Option 3 - Analyze Benchmarks and Option 4 - Prioritize Capital Projects.
(3) Fund Option 3 - Analyze Benchmarks in the amount of $75,187.26 and Option 4 - Prioritize Capital Projects in the amount of $103,431.68.
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)*	
		Sean Young	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		ELECTRONIC SIGNATURE *(Signature of Contracting Officer)*	06/27/2019

NAME OF OFFEROR OR CONTRACTOR
SmithGroupJJR, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged. Period Of Performance End Date changed from 30-SEP-19 to 28-FEB-20 Total Amount for this Modification: $0.00 New Total Amount for this Version: $178,618.94 New Total Amount for this Award: $775,646.05 Obligated Amount for this Modification: $178,618.94 New Total Obligated Amount for this Award: $388,666.11 CHANGES FOR LINE ITEM NUMBER: 4 Obligated Amount for this Modification: $103,431.68 Exercised option NEW ACCOUNTING CODE ADDED: Account code: 18-19-B-51FG-000GF2-2504-1951DAN002-001 Beginning FiscalYear 18 Ending Fiscal Year 19 Fund (Appropriation) B Budget Organization 51FG Program (PRC) 000GF2 Budget (BOC) 2504 Job # (Site/Project) Cost Organization DCN-LineID 1951DAN002-001 Quantity: 0 Amount: $64,356.68 Percent: 0 Subject To Funding: N Payment Address: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 NEW ACCOUNTING CODE ADDED: Account code: 18-T-51FG-000GF2-2504-1951DAN002-002 Beginning FiscalYear 18 Ending Fiscal Year Fund (Appropriation) T Budget Organization 51FG Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SmithGroupJJR, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Program (PRC) 000GF2 Budget (BOC) 2504 Job # (Site/Project) HQ00BM00 Cost Organization DCN-LineID 1951DAN002-002 Quantity: 0 Amount: $39,075.00 Percent: 37.77856 Subject To Funding: N Payment Address: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 CHANGES FOR LINE ITEM NUMBER: 3 Obligated Amount for this Modification: $75,187.26 Exercised option NEW ACCOUNTING CODE ADDED: Account code: 18-19-B-51FG-000GF2-2504-1951DAN002-001 Beginning FiscalYear 18 Ending Fiscal Year 19 Fund (Appropriation) B Budget Organization 51FG Program (PRC) 000GF2 Budget (BOC) 2504 Job # (Site/Project) Cost Organization DCN-LineID 1951DAN002-001 Quantity: 0 Amount: $75,187.26 Percent: 100 Subject To Funding: N Payment Address: 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 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SmithGroupJJR, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 09/26/2018 to 02/28/2020				

52.217-7 -- Option for Increased Quantity -- Separately Priced Line Item.

As prescribed in 17.208(e), insert a clause substantially the same as the following:

Option for Increased Quantity -- Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day of expiration. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	See Block 16C	PR-OMS-20-00544	

6. ISSUED BY CODE CAD

CAD
US Environmental Protection Agency
26 West Martin Luther King Drive
Mail Code: W136
Cincinnati OH 45268-0001

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SmithGroupJJR, Inc.
Attn: (b)(4)
1700 NEW YORK AVENUE, NW
SUITE 100
WASHINGTON DC 20006

CODE 005381660 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 68HE0C18D0002
68HE0C18F0895

10B. DATED *(SEE ITEM 13)* 09/26/2018

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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

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 data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Parties
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 005381660
TOCOR: Dan Amon Max Expire Date: 12/31/2020 InvoiceApprover: Dan Amon Alt Invoice App: Ayesha Saeed
The purpose of this modification is to revise the ultimate completion date to 12/31/2020.
All other terms and conditions remain unchanged.

LIST OF CHANGES:
Reason for Modification: Supplemental Agreement for work within scope
Total Amount for this Modification: $0.00
New Total Amount for this Version: $0.00
New Total Amount for this Award: $775,646.05
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)*	
		Angela Lower	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		ELECTRONIC SIGNATURE *(Signature of Contracting Officer)*	03/03/2020

NAME OF OFFEROR OR CONTRACTOR
SmithGroupJJR, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contracting Officer changed from Sean Young to Angela Lower Maximum Potential Expiration Date changed to : 12/31/2020 Invoice Approving Official changed to : Dan Amon Alternate Invoice Approving Official changed to : Ayesha Saeed 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: Unknown Period of Performance: 09/26/2018 to 02/28/2020				
9999	Administrative Actions Accounting Info: BFY: 00 Fund: ZERO Budget Org: DOLLAR Program (PRC): ADMIN Budget (BOC): REQ Funding Flag: Complete Funded: $0.00				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00004	See Block 16C	PR-OMS-20-00830	

6. ISSUED BY CODE CAD

CAD
US Environmental Protection Agency
26 West Martin Luther King Drive
Mail Code: W136
Cincinnati OH 45268-0001

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SmithGroupJJR, Inc.
Attn: (b)(4)
1700 NEW YORK AVENUE, NW
SUITE 100
WASHINGTON DC 20006

CODE 005381660 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 68HE0C18D0002
68HE0C18F0895

10B. DATED *(SEE ITEM 13)* 09/26/2018

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 Increase: $386,979.94
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 data, 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- IAW FAR 52.217-7, ¿Option for Increased Quantity ¿ Separately Priced Line Item¿.

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: 005381660
TOCOR: Dan Amon Max Expire Date: 12/31/2020 InvoiceApprover: Dan Amon Alt Invoice App: Ayesha Saeed
The purpose of this modification is to exercise optional tasks 5, 6 and 7 of the SOW and fully fund the optional tasks in the amount of $386,979.94. The contractor provided concurrence of the unilateral modification to exercise the optional tasks, the tasks price and end dates (email dated 4/22/2020 and 05/21/2020). With the base and all optional tasks exercised, the total amount of the task order is $775,646.05. All exercised optional tasks 5, 6, and 7's period of performance end date is 12/31/2020.
All other terms and conditions remain unchanged.

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)*	
		Angela Lower	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		ELECTRONIC SIGNATURE *(Signature of Contracting Officer)*	05/21/2020

NAME OF OFFEROR OR CONTRACTOR
SmithGroupJJR, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	IST OF CHANGES: Reason for Modification: Exercise an Option Total Amount for this Modification: $0.00 New Total Amount for this Version: $386,979.94 New Total Amount for this Award: $775,646.05 Obligated Amount for this Modification: $386,979.94 New Total Obligated Amount for this Award: $775,646.05 Exercised option NEW ACCOUNTING CODE ADDED: Account code: 19-20-B-51FG-000GF2-2504-20YJDANN05-001 Beginning FiscalYear 19 Ending Fiscal Year 20 Fund (Appropriation) B Budget Organization 51FG Program (PRC) 000GF2 Budget (BOC) 2504 Job # (Site/Project) Cost Organization DCN-LineID 20YJDANN05-001 Quantity: 0 Amount: $251,536.94 Percent: 100 NEW ACCOUNTING CODE ADDED: Account code: 19-TD-51FG-000GF2-2504-HQ00BM00-20YJDANN05-002 Beginning FiscalYear 19 Ending Fiscal Year Fund (Appropriation) TD Budget Organization 51FG Program (PRC) 000GF2 Budget (BOC) 2504 Job # (Site/Project) HQ00BM00 Cost Organization DCN-LineID 20YJDANN05-002 Quantity: 0 Amount: $77,396.00 NEW ACCOUNTING CODE ADDED: Continued ...				

NAME OF OFFEROR OR CONTRACTOR
SmithGroupJJR, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Account code: 20-21-C-YJEG-000YF2-2504-20YJDANN05-003 Beginning FiscalYear 20 Ending Fiscal Year 21 Fund (Appropriation) C Budget Organization YJEG Program (PRC) 000YF2 Budget (BOC) 2504 Job # (Site/Project) Cost Organization DCN-LineID 20YJDANN05-003 Quantity: 0 Amount: $58,047.00 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 Period of Performance: 09/26/2018 to 12/31/2020				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 7

2. AMENDMENT/MODIFICATION NO. P00005

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. PR-OMS-21-00130

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE CAD

CAD
US Environmental Protection Agency
26 West Martin Luther King Drive
Mail Code: W136
Cincinnati OH 45268-0001

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SmithGroupJJR, Inc.
Attn: (b)(4)
1700 NEW YORK AVENUE, NW
SUITE 100
WASHINGTON DC 20006

CODE 005381660 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 68HE0C18D0002
68HE0C18F0895

10B. DATED *(SEE ITEM 13)* 09/26/2018

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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

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 data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 005381660
TOCOR: Dan Amon Max Expire Date: 09/30/2021 InvoiceApprover: Dan Amon Alt Invoice App: Ayesha Saeed
The purpose of this modification is to extend the period of performance date from 12/30/2020 to 09/30/2021, for tasks 1 and 2, at no cost to the government. Also the modification is to include the signed Blanket SF-30 which adds the clause 52.204-25 (see attached). All terms and conditions remain unchanged.

LIST OF CHANGES:
Reason for Modification: Supplemental Agreement for work within scope
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)*
Angela Lower

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 12/09/2020

NAME OF OFFEROR OR CONTRACTOR
SmithGroupJJR, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period Of Performance End Date changed from 31-DEC-20 to 30-SEP-21 Total Amount for this Modification: $0.00 New Total Amount for this Version: $0.00 New Total Amount for this Award: $775,646.05 Maximum Potential Expiration Date changed to : 09/30/2021 CHANGES FOR LINE ITEM NUMBER: 9999 NEW ACCOUNTING CODE ADDED: Account code: Beginning FiscalYear 00 Ending Fiscal Year Fund (Appropriation) ZERO Budget Organization DOLLAR Program (PRC) ADMIN Budget (BOC) REQ Job # (Site/Project) Cost Organization DCN-LineID Quantity: 0 Amount: $0.00 Percent: 0 Subject To Funding: N Payment Address: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 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: Unknown Period of Performance: 09/26/2018 to 09/30/2021				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
	08/13/2020		

6. ISSUED BY CODE

Raoul D. Scott, Director
OMS/ARM/OAS/Policy, Training and Oversight Division
US Environmental Protection Agency, Mail Code 3802R
1200 Pennsylvania Avenue, NW
Washington, DC 20004

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

To All EPA Contractors

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NUMBER

☐ 9B. DATED *(SEE ITEM 11)*

☒ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER

To all EPA Contracts and Orders

10B. DATED *(SEE ITEM 13)*

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 electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 letter or electronic communication, provided each letter or electronic communication 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)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER 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 NUMBER IN ITEM 10A.
☒	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, 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:
☐	D. OTHER *(Specify type of modification and authority)*

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.)*

This contract/order is being modified in accordance with the applicability instructions in interim FAR Case 2019-009, and FAR 4.2105, requiring contracting officers to include FAR clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

See attached for the full text version of FAR 52.204-25. Contractor Acknowledgment of receipt required.

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)*	
		Raoul D. Scott, Director Policy, Training and Oversight Division	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		RAOUL SCOTT Digitally signed by RAOUL SCOTT Date: 2020.07.30 11:40:17 -04'00' *(Signature of Contracting Officer)*	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)