ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER: 06/13/2014

2. CONTRACT NO. *(If any)*: EP-W-14-020

3. ORDER NO.:

4. REQUISITION/REFERENCE NO.:

5. ISSUING OFFICE *(Address correspondence to)*:
HPOD
US ENVIRONMENTAL PROTECTION AGENCY
HEADQUARTERS PROCUREMENT OPERATIONS
ARIEL RIOS BUILDING
1200 PENNSYLVANIA AVENUE NW
WASHINGTON DC 20460

6. SHIP TO:

a. NAME OF CONSIGNEE: RECONSTRUCT SHIP TO

b. STREET ADDRESS:

c. CITY: WASHINGTON

d. STATE: DC

e. ZIP CODE:

7. TO: NA

a. NAME OF CONTRACTOR: SYSTEMS RESEARCH AND APPLICATIONS CORPORATION

b. COMPANY NAME:

c. STREET ADDRESS: 4300 FAIR LAKES COURT

d. CITY: FAIRFAX

e. STATE: VA

f. ZIP CODE: 22033

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: HPOD

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: 097779698 The purpose of this Indefinite Delivery Indefinte Quantity Contract is to procure the services of SRA International to perform the tasks as outlined in Section C of this Award. Continued ...					

18. SHIPPING POINT:

19. GROSS SHIPPING WEIGHT:

20. INVOICE NO.:

17(h) TOTAL *(Cont. pages)*: $51,740,000.00

21. MAIL INVOICE TO:

a. NAME: RTP FINANCE CENTER

SEE BILLING INSTRUCTIONS ON REVERSE

b. STREET ADDRESS (or P.O. Box): US ENVIRONMENTAL PROTECTION AGENCY
RTP-FINANCE CENTER
MAIL DROP D143-02
109 TW ALEXANDER DRIVE

c. CITY: DURHAM

d. STATE: NC

e. ZIP CODE: 27711

17(i) GRAND TOTAL: $51,740,000.00

22. UNITED STATES OF AMERICA BY *(Signature)*: 06/13/2014

ELECTRONIC SIGNATURE

23. NAME *(Typed)*: Patrice L. Cunningham

TITLE: CONTRACTING/ORDERING OFFICER

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/13/2014	EP-W-14-020	

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Max Expire Date: 06/15/2019 Admin Office: HPOD US ENVIRONMENTAL PROTECTION AGENCY HEADQUARTERS PROCUREMENT OPERATIONS ARIEL RIOS BUILDING 1200 PENNSYLVANIA AVENUE NW WASHINGTON DC 20460 Period of Performance: 06/16/2014 to 06/15/2019					
	BASE Period CLIN:00001 9447 of $(b)(4) each					
0001000001	Dispute Resolution Prof. Level 3	70000	HR	0.00		
	BASE Period CLIN:00002 3018 of $(b)(4) each					
0001000002	Dispute Resolution Prof. Level 2	20000	HR	0.00		
	BASE Period CLIN:00003 1380 of $(b)(4) each					
0001000003	Dispute Resolution Prof. Level 1	15000	HR	0.00		
	BASE Period CLIN:00004 2576 of $(b)(4) each					
0001000004	Program Manager	10000	HR	0.00		
	BASE Period CLIN:00005 2261 of $(b)(4) each					
0001000005	Administrative/Clerical/Tech Support	9000	HR	0.00		
	BASE Period CLIN:00006 774 of $(b)(4) each					
0001000006	Scientific/Tech Analyist - Level 3	20000	HR	0.00		
	BASE Period CLIN:00007 1428 of $(b)(4) each					
0001000007	Scientific/Tech Analyist - Level 2	18000	HR	0.00		
	BASE Period CLIN:00008 1097 of $(b)(4) each					
0001000008	Scientific/Tech Analyist - Level 1	9000	HR	0.00		
	BASE Period CLIN:00009 of $(b)(4) each					
0001000009	Communications Specialist - Level 3	10000	HR	0.00		
	Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
06/13/2014	EP-W-14-020	

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	BASE Period CLIN:00010 of $(b)(4) each					
0001000010	Communications Specialist - Level 2	12000	HR	0.00		
	BASE Period CLIN:00011 of $(b)(4) each					
0001000011	Communications Specialist - Level 1	12000	HR	0.00		
	BASE Period CLIN:00012 of $(b)(4) each					
0001000012	Other Direct Costs		DO	0.00		
	Contract Ceiling and Funding for BASE Period					
0001	Contract Ceiling Obligated Amount: $0.00					
	The obligated amount of award: $0.00. The total for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $51,740,000.00

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SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 FIXED RATES FOR SERVICES—INDEFINITE DELIVERY/INDEFINTE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984)

The following time and materials fixed rates shall apply for payment purposes for the duration of the indefinite delivery/indefinite quantity contract.

Item	Item Description	Fixed Rate
001	Dispute Resolution Professional – Level 3	$(b)(4)
002	Dispute Resolution Professional – Level 2	$
003	Dispute Resolution Professional – Level 1	$
004	Task Order Program Manager	$
005	Administrative/Clerical/Technical Support	$
006	Scientific/Technical Analyst – Level 3	$
007	Scientific/Technical Analyst – Level 2	$
008	Scientific/Technical Analyst – Level 1	$
009	Communications Specialist – Level 3	$
010	Communications Specialist – Level 2	$
011	Communications Specialist – Level 1	$

*Per SRA's proposal dated October 15, 2013, SRA has included the costs of certain project management activities, referred to as the **Project Management Load**, within the fixed labor rates consistent with cost accounting best practices regarding project management labor charged for overall management and direction of the contract. The load, which totals $(b)(4) per hour has already been included in the fixed hourly rates for both SRA and the subcontractor rates. In addition, as outlined in SRA's cost proposal, SRA will provide a PM Load rebate on all hours exceeding 26,000 hours per year.*

TOTAL LABOR CEILING:

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the Task Order Project Officer and Project Officer. The Government shall pay the Contractor for the life of a task order at rates in effect when the task order was issued, even if performance under the task order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

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

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of $25,000. The amount of all orders shall not exceed $51,740,000.00

.B.3 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

Direct costs not fitting with the categories listed below are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

Other Direct Costs for the purposes of this contract shall include: travel of Contractors and consultants, communications such as telephone, fax, postage, delivery services, photocopying (within the limits of Federal Contracting Regulations), expert consultant or researcher fees and expenses, meeting facility rental, meeting equipment rental such as projectors, meeting supplies such as charts and markers, Internet access and other services, facility, equipment and supply rental as necessary to accomplish the purpose as stated in each task order. Other Direct Costs shall also include reimbursement of such participant travel, food and light refreshments as is authorized by statue or regulation and is specified in each individual task order.

[END OF SECTION B]

SECTION C – DESCRIPTION/SPECS./STATEMENT OF WORK

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

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

1. The actual preparation of Congressional testimony.

2. The interviewing or hiring of individuals for employment at EPA.

3. Developing and/or writing of Position Descriptions and Performance Standards.

4. The actual determination of Agency policy.

5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.

6. Preparing Award Fee Letters, even under typing services contracts.

7. The actual preparation of Award Fee Plans.

8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.

9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.

10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the Contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime Contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.

12. Preparing responses to Congressional correspondence.

13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.

14. Any contract which authorizes a Contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

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

C.2 STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications set forth below.

The Contractor shall ensure that ADR professionals serving as neutral third parties under this contract receive information about, and perform in accordance with, the procedural and confidentiality requirements of applicable federal, state, and court provisions and rules applicable to their service. Relevant examples of potentially applicable provisions and rules include the Administrative Dispute Resolution Act of 1996(ADR Act), 5 USC 57 et seq., and rules for the conduct of ADR promulgated by the federal District Courts.

The Contractor shall ensure that ADR professionals serving as neutral third parties under this contract receive information about and perform in accordance with ethical codes applicable to the practice of dispute resolution professionals. Relevant examples of ethical codes include those adopted by the American Arbitration Association, American Bar Association, Association for Conflict Resolution and International Coaching Federation. (http://www.acrnet.org/uploadedFiles/Practitioner/ModelStandardsofConductforMediatorsfinal05(1)(1).pdf); the International Association of Facilitators (http://www.iaf-world.org/aboutiaf/CodeofEthics.aspx); and the International Association for Public Participation (http://iap2.affiniscape.com/displaycommon.cfm?an=1&subarticlenbr=8).

The Contractor shall remove ADR professionals from projects conducted under this contract if they do not conduct their practice in adherence with the statutory provisions or court rules and ethical codes appropriate to the services that they are providing.

The Contractor shall perform work under this contract only as directed in Task Orders issued by the Contracting Officer.

STATEMENT OF WORK

I. GENERAL INFORMATION - OVERVIEW

A. OBJECTIVE AND PROJECT DESCRIPTION
B. CONTRACT TYPE AND DURATION
C. OFFICE SPACE

II. BACKGROUND DESCRIPTION OF EPA'S ALTERNATIVE DISPUTE RESOLUTION (ADR) PROGRAMS

A. ORGANIZATION OF EPA'S ALTERNATIVE DISPUTE RESOLUTION PROGRAMS
B. EPA'S CONFLICT PREVENTION AND RESOLUTION ACTIVITIES
1. Design and Conduct of Agreement-Seeking Processes
a. National Policy and Regulatory Issues

b. Site, Facility or Geographic Area Negotiations

2. Design and Conduct of Consultation and Information Exchange Processes
   a. National Policy and Regulatory Issues
   b. Site, Facility or Geographic Area Negotiations
3. Design and Conduct of Workplace Prevention and Resolution Processes
4. Strategic Planning and Organizational Development Support
5. Training Support
6. ADR and Public Involvement Program Development and Support
7. Arbitration
8. Other ADR Processes
9. Just-In-Time or Quick Response Tasks
10. Technical and Logistical Support

III. STATEMENT OF WORK - TASKS

A. CONTRACTOR'S MANAGEMENT SYSTEM
   1. Tracking and Reporting
   2. Identification and Selection of Neutrals
   3. Oversight, Evaluation and Quality Assurance
   4. Contract Administrator

B. SITUATION ASSESSMENT

C. DESIGN AND CONDUCT OF ADR FOR AGREEMENT-SEEKING PROCESSES
   1. National Policy and Regulatory Issues
   2. Site, Facility or Geographic Area Negotiations

D. DESIGN AND CONDUCT OF CONSULTATION AND INFORMATION EXCHANGE PROCESSES
   1. National Policy and Regulatory Issues
   2. Site, Facility or Geographic Area Negotiations

E. JUST-IN-TIME OR QUICK RESPONSE TASKS
F. DESIGN AND CONDUCT OF WORKPLACE PREVENTION AND RESOLUTION PROCESSES
G. STRATEGIC PLANNING AND ORGANIZATIONAL DEVELOPMENT SUPPORT
H. ADR AND PUBLIC INVOLVEMENT PROGRAM DEVELOPMENT AND SUPPORT
I. TRAINING SUPPORT
J. ARBITRATION
K. DIRECT SUPPORT AND TECHNICAL SUPPORT
   1. Meeting Logistical Support
   2. Expert Technical and Scientific Assistance
   3. Administrative Assistance
   4. Communications Assistance
   5. Writer/Editor and Document Design Assistance

I. GENERAL INFORMATION - OVERVIEW

A. OBJECTIVE AND PROJECT DESCRIPTION

The objective of this contract is to obtain Contractor support to implement EPA's Alternative Dispute Resolution (ADR) Policy (65 FR 81858), December 2000, which was established under the Administrative Dispute Resolution Act of 1996 and to implement EPA's Public Involvement Policy (65 FR 82335). Under EPA's ADR Policy, the Agency encourages the use of ADR techniques to prevent and resolve disputes with internal and external parties in many contexts, including adjudications, rulemaking, policy development, administrative and civil judicial enforcement actions, permit issuance, protests of contract awards, administration of contracts and grants, stakeholder involvement, negotiations, and litigation. In addition, the policy encourages the use of ADR techniques to prevent and resolve internal disputes such as workplace grievances and equal opportunity employment complaints, and to improve labor-management partnerships. EPA's Public Involvement Policy encourages Agency management and staff to provide for meaningful public involvement in EPA decision-making and offers guidance and direction on how to accomplish this mission.

This contract will provide a variety of services to support public involvement, conflict prevention and resolution activities at EPA, including but not limited to: outreach, conflict/situation assessments, dispute systems design, process design, conduct of appropriate public involvement, conflict prevention and resolution processes, evaluation, training, and research and/or writing of case studies and program resource materials in addition to other services necessary to support these activities.

Additional information regarding EPA's public involvement and alternative dispute resolution programs is available at: <www.epa.gov/publicinvolvement> and www.epa.gov/adr. Information regarding federal ADR practice is available at <www.adr.gov>

B. CONTRACT TYPE AND DURATION

The EPA plans a fixed rate for services, indefinite delivery/indefinite quantity contract with total period of performance of 60 months

C. OFFICE SPACE AND HOURS OF OPERATION

The Contractor shall maintain office space within the Washington, D.C. metropolitan area. EPA expects this office space to be staffed during normal working hours by the Contractor's Contract Administrator and its contract administration staff in order to facilitate meetings between EPA and the Contractor.

The Contractor's project management and financial staff shall work hours compatible with normal work hours in the Eastern Time Zone (9 - 5 if located in the EST, 8 - 4 CST, etc.) so that contact with the Project Officer and Contracting Officer is facilitated.

II. BACKGROUND ON EPA'S ALTERNATIVE DISPUTE RESOLUTION (ADR) PROGRAMS

A. ORGANIZATION OF EPA'S ADR PROGRAMS

EPA's Conflict Prevention and Resolution Center (CPRC) in Office of General Counsel's (OGC) Alternative Dispute Resolution Law Office (ADRLO) provides ADR services to the entire Agency. The Agency's Dispute Resolution Specialist, designated under the Administrative Dispute Resolution Act of 1996, is the Associate General Counsel for ADRLO and is director of the CPRC. Because the Dispute Resolution Specialist's responsibilities include development and implementation of all Agency ADR policy, Headquarters Offices and Regions are expected to coordinate with the CPRC from the earliest stages in developing any program-specific ADR guidance and in addressing issues during ADR policy implementation.

The CPRC also administers Agency-wide ADR programs, coordinates case management, reporting and evaluation, and provides support to program-specific ADR activities. Building on existing ADR efforts at EPA, the CPRC assists other Agency offices in developing effective ways to anticipate, prevent, and resolve disputes, and makes neutral third parties more readily available for those purposes. The CPRC also provides specific support to implementation of EPA's Public Involvement Policy through consultation in design of public involvement programs and activities and participation on Agency implementation, training and evaluation projects in partnership with other EPA offices. A key component of the CPRC's ADR and public involvement services is management of contract support. CPRC provides staff time to manage the dispute resolution services contract and provides minimal funding for contract oversight, in addition to providing funding for a few specific ADR projects or cases. All other Task Orders on the dispute resolution services contract are funded and managed by the program office or regional office that is the sponsor of the project.

EPA's has dedicated programs which oversee the design and administration of workplace dispute prevention and conflict resolution programs including workplace grievances and Equal Employment Opportunity complaints. The ADRLO provides legal support to these programs and the CPRC provides access to contract and evaluation services.

Other EPA offices, including the Office of Enforcement and Compliance Assurance (OECA), the Environmental Appeals Board (EAB) and the Office of Administrative Law Judges (OALJ), are using ADR to resolve conflicts between the Agency and regulated entities. EPA media program offices and the Office of the Administrator (OA), in partnership with other EPA offices, use public involvement and ADR processes to provide opportunities for stakeholders to contribute to the design and implementation of Agency actions that affect them.

EPA Regions have ADR and public involvement programs that meet their particular needs. For example, in some cases, EPA Regions have identified staff experts called ADR Specialists, to coordinate workplace, enforcement, and/or other ADR activities. EPA Regions have also used internal and external neutral third parties to foster stakeholder involvement, resolve workplace disputes, help in organizational problem solving, and mediate enforcement cases. The CPRC continues to provide support to existing Regional ADR and

public involvement programs and assists in developing new ADR and public involvement efforts.

B. EPA'S PUBLIC INVOLVEMENT, CONFLICT PREVENTION AND RESOLUTION ACTIVITIES

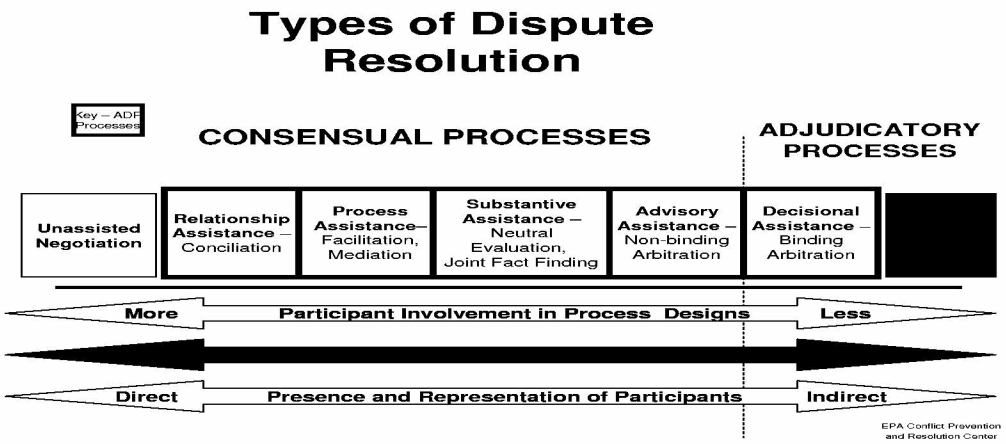
EPA's Public Involvement Policy (June, 2003) describes a five part range of public involvement or engagement processes commonly used in EPA decision making. This range is illustrated in Figure 1. The most common activities in this range are Outreach and Information Exchange. EPA policy encourages EPA programs to undertake any of these activities in a collaborative and cooperative manner. Recommendations and Agreements processes may frequently require compliance with the Federal Advisory Committee Act (FACA), in addition to best practices in public involvement. EPA has led the government in initiating and supporting joint stakeholder action for voluntary pollution reduction, pollution prevention and sustainability activities.

EPA conducts its alternative dispute resolution (ADR) activities under a number of statutes, executive orders, executive memoranda, and policy statements including: the Administrative Dispute Resolution Act of 1996, Alternative Dispute Resolution Act of 1998, EPA's ADR Policy (December 2000), and the Office of Management and Budget/Council on Environmental Quality Policy Memorandum on Environmental Collaboration and Conflict Resolution (ECCR)(September 2012). EPA's ADR Policy encourages the use of ADR in appropriate cases or settings. Figure 2 illustrates the range of dispute resolution techniques available to federal agencies and commonly accepted in dispute resolution literature. EPA's primary approach to conflict prevention and resolution is unassisted public involvement and negotiation. However in cases where ADR assistance is considered in the best interest of the government, EPA's primary uses of ADR are in the non-binding ADR processes of conciliation, facilitation, mediation, and joint fact finding. EPA rarely employs arbitration.

Figure 1: EPA Public Involvement Processes

OUTREACH	INFORMATION EXCHANGE	RECOMMENDATIONS	AGREEMENTS	STAKEHOLDER ACTION
Purpose: *To provide information*	***Purpose:*** *To provide and exchange data, opinions and options*	***Purpose:*** *To provide non-binding but influential advice or comments*	***Purpose:*** *Reach workable agreement or settlement*	***Purpose:*** *Empower stakeholders to take action*
Types:	***Types:***	***Types:***	***Types:***	***Types:***
Website Fact Sheet Phone Hot Line Federal Register Notice Press Release	Meetings with individuals Public Meetings Workshops Listening sessions Availability sessions	Advisory committees Scoping sessions Policy dialogues Task force Joint fact finding	Negotiated rulemaking Consensus permit Settlement agreement Consent Order Statement of principles	Industry sector initiatives Voluntary pollution reduction programs Watershed collaboratives Community Action for a Renewed Environment (CARE) Sustainability forums

Figure 2: EPA ADR Processes



EPA's Public Involvement Policy (2003) and Alternative Dispute Resolution Policy (2001) can apply, under appropriate circumstances, to all of EPA's actions and decisions. This includes but is not limited to: regulations, policies, guidances, plans, permits, standards, enforcement actions, pollution prevention or reduction activities, and voluntary programs.

EPA's activities in public involvement and dispute prevention and resolution programs can be divided into the following major categories which may require contract support:

1. Design and Conduct of Recommendations and Agreement Seeking Processes;
2. Design and Conduct of Consultation and Information Exchange Processes;
3. Design and Conduct of Workplace Dispute Prevention and Resolution Processes;
4. Strategic Planning and Organizational Development Support;
5. Training Support;
6. ADR and Public Involvement Program Development and Support;
7. ADR and Facilitated Public Involvement Case and Program Evaluation
8. Arbitration.

Recommendation/Agreement-Seeking and Consultation/Information Exchange Processes can be further divided into cases or projects that involve national or regional regulation, policy or programs and those involve specific sites, geographic areas or facilities. These processes will require third party neutrals with different mixes of skills, knowledge, experience and abilities.

B.1. Design and Conduct of Recommendation and Agreement-Seeking Processes

Recommendation and agreement-seeking processes typically involve more than one meeting between the parties. Some agreement-seeking processes may last months or years, some may last only a day or two, depending on the scale of the discussion or dispute. Many agreement-seeking processes benefit from the skills and resources of a neutral third party or team of neutrals. Some of the skills expected of a conflict resolution professional in these activities are the ability to: analyze the sources of conflict, identify the affected participants, construct a negotiated agenda, design an effective format, assist the parties in overcoming impasses, assist the parties in obtaining and/or analyzing technical or scientific facts and information, assist the parties in seeking out options and constructing agreements, diffuse or manage controversy, manage logistics and accurately summarize information.

In addition, EPA's ADR Policy (2000) encourages the use of mediation and other ADR processes in settlement of administrative and judicial cases such as enforcement actions, permit appeals and U.S. District Court actions.

B.1.1. Agreement-Seeking Processes - National Policy and Regulatory Issues

Public involvement in development of regulations and policies typically occurs through informal notice and comment, as specified in the Administrative Procedure Act. This can be a particularly complex and sometimes contentious process. An agency develops facts and policy, solicits comments from interested parties, and proposes a rule. The agency then analyzes the comments and issues a final rule. When this system fails to accommodate competing interests, the result can be some form of conflict, possible litigation or difficulties in compliance. ADR in the form of negotiated rulemaking and policy dialogues has been successfully applied to these regulatory and policy disputes.

EPA has conducted twenty-four regulatory negotiations and more than twenty-five national policy dialogues. These processes are generally conducted using a Federal Advisory Committee and are managed by a facilitator/mediator or team of facilitators. Goals of parties in these processes include reaching agreement on regulatory language, making recommendations on policy or program direction, reaching a joint understanding of existing data and data gaps, or conducting an examination of the practical effects of certain policies or regulations. Typically the processes involve 15 - 30 representatives of affected interest groups and last between 6 and 30 months. In addition to the necessary facilitative or mediative skills, it is usually necessary for the facilitation team to provide logistical and technical support to the negotiation committee by arranging meeting or teleconferencing facilities, taking notes, writing and distributing meeting summaries, and assisting with drafting of single text documents. Most of these processes are conducted in the Washington, D.C. area; however, the facilitators/mediators who manage the processes are not necessarily located in that area. Practical knowledge of the Federal Advisory Committee Act is necessary for these facilitators. Increasingly, the lack of travel funds for EPA staff or stakeholders is pushing some or most of the meetings for many of these processes to be held via telephone, video or on-line. Facilitators will need skills to design appropriate processes to dialogue and gain input via electronic means

or a mixture of in-person or electronic processes. General guidelines on the on the integration of communication technologies into agreement seeking processes and relevant practitioner skills are presented in "Guiding Principles for the Use of Technology in ECR Processes," which was developed by the Technology and ECR Coordinating Committee and is available at http://www.ecr.gov/pdf/GuidingPrinciplesforUsingTechnologyinECRProcesses%28ForDistribution06302011%29.pdf.

B.1.2. Agreement-Seeking Processes - Site, Facility or Geographic Area Negotiations

EPA also conducts agreement-seeking conflict prevention and resolution processes at the site, facility or geographic area level. Examples of these cases include, but are not limited to, settlement of enforcement actions brought under any of EPA's regulatory programs (e.g., water, air, solid waste, hazardous waste, toxics, pesticides), finalization of facility pollution permits or permit modifications, negotiations for area specific water quality standards, Superfund site community advisory committees, Brownfields or Superfund site reuse planning or visioning processes, National Estuary Program committees, etc. Outcomes of these processes are documents upon which all involved parties have agreed such as settlement agreements, permits, consent orders, consent decrees, recommendations, memoranda of understanding, statements of principle, water quality standards, total maximum daily load (TMDL) decisions, site or area plans, land use and redevelopment planning, etc.

Examples of processes used to prevent, manage or resolve these issues include facilitation, mediation, early neutral evaluation, mini-trials and fact finding. These generally involve more than one meeting between the parties with the services of the conflict resolution professional used to overcome impasses or communication difficulties. The conflict resolution professional may also provide significant logistical, technical or communications assistance to the parties. Sometimes it is advantageous, from either a cost or a cultural point of view, if the conflict resolution professional is located in the same or a nearby geographic area. Over the last 12 years EPA has used ADR in more than 300 agreement-seeking cases. Increasingly the lack of travel funds for EPA staff or stakeholders is pushing many of these processes to be held via telephone, video or on-line. Facilitators will need skills to design appropriate processes to dialogue and gain input via electronic means or a mixture of in person or electronic processes. General guidelines on the integration of communication technologies into agreement seeking processes and relevant practitioner skills are presented in "Guiding Principles for the Use of Technology in ECR Processes," which was developed by the Technology and ECR Coordinating Committee and is available at http://www.ecr.gov/pdf/GuidingPrinciplesforUsingTechnologyinECRProcesses%28ForDistribution06302011%29.pdf.

B.2. Design and Conduct of Consultation and Information Exchange Processes

Much of EPA's public involvement and conflict prevention activity involves processes designed to exchange and discuss scientific, technical, legal and policy information in ways designed to provide all parties the chance to have their views heard and to build understanding and improve relationships. These processes are not designed to reach agreement or to make recommendations. This facet of dispute prevention and public involvement has increased dramatically over the last 25 years and the Conflict Prevention and Resolution Center now consults regularly with every program office and regional office at EPA regarding application of facilitation to these information exchange and consultation processes. These processes encompass less formal, less intensive, usually shorter-term processes for discussion and input into decision-making than the Advisory Committees of negotiated rule making and policy dialogues, and may include such activities as facilitated public meetings, listening sessions, focus groups, open houses, joint learning workshops, town hall meetings, technical workshops, conferences, forums and roundtables.

Some of the skills expected of a conflict resolution professional in these activities are the ability to: identify appropriate parties and stakeholders, construct a negotiated agenda, design an effective meeting format, manage the meeting so that the goals of the meeting are achieved in the time available, manage communications, manage and summarize technical and scientific data, manage logistics, diffuse or manage controversy, coach or advise parties in the process and accurately summarize information. Increasingly the lack of travel funds for EPA staff or stakeholders is pushing many of these meetings and processes to be held via telephone, video or on-line. Facilitators will need skills to design appropriate processes to dialogue and gain input via electronic means or a mixture of in person or electronic processes. General guidelines on the on the integration of technologies into agreement seeking processes and relevant practitioner skills are presented in "Guiding Principles for the Use of Technology in ECR Processes," which was developed by the Technology and ECR Coordinating Committee and is available at http://www.ecr.gov/pdf/GuidingPrinciplesforUsingTechnologyinECRProcesses%28ForDistribution06302011%29.pdf.

B.2.1. Consultation and Information Exchange Processes - National Policy and Regulatory Issues

EPA's Public Involvement Policy encourages early involvement of the affected public in EPA's regulation development process. Some of this public involvement occurs as public meetings, forums, listening sessions etc. facilitated by neutral third parties. These activities may consist of a single meeting or a series of related meetings. They may involve individuals specially identified for particular expertise or many very diverse individuals who self identify. The purpose may vary from a chance to air differences, to information and data exchange, to listing of alternatives and options, to examination and discussion of technical or scientific data. Occasionally, a facilitator may be requested for a single meeting or group of meetings of a standing Federal Advisory Committee. These processes are not designed to generate an agreement; however, the facilitator needs to have the skills to reach out to as many

affected interests as possible and to accurately summarize the variety of individual viewpoints presented in a way that assists EPA in understanding the full range of opinions and data. An understanding of the application of the Federal Advisory Committee Act and other government sunshine laws is essential to proper design of public involvement processes to ensure they are conducted within legal constraints.

B.2.2. Consultation and Information Exchange Processes - Site, Facility or Geographic Area Negotiations

EPA's Public Involvement Policy encourages early involvement of the affected public in decision-making that will affect them such as the cleanup of contaminated sites, issuance of permits, land use planning decisions, determinations of water body uses, etc. EPA's ADR policy favors the use of ADR processes to prevent disputes and improve relationships with the public in dealing with potential conflicts. EPA's ten regional offices and area specific offices such as the Great Lakes Program, the Gulf of Mexico Program and the Chesapeake Bay Program, all work with local citizens, businesses, and governments in preventing or cleaning up pollution. Four of the most prominent on-going programs are the Superfund cleanup and reuse programs, the Brownfields program, the Urban Waters Program and the National Estuaries Program. All of these programs have extensive outreach and public involvement activities and many of these activities require the use of skilled facilitators or mediators as well as support services to provide quality outreach products and technical assistance.

Most of these activities do not involve negotiating agreements between EPA and the affected public. Many of these processes are short-term activities such as public meetings, open houses and other public involvement processes designed to bring EPA management and staff into discussions with local citizens, local government, companies and interest groups. Some of these processes do require ongoing facilitation support of groups such as Community Advisory Committees under (CERCLA) or National Estuary Committees. While these groups may meet multiple times over a period of months or years, the end result is usually ongoing communication and dialogue and individual advice or recommendations rather than collective advice or agreement. Common to all of the short-term processes is a collaborative approach that seeks to foster an early exchange of information among affected interests so as to lead to greater communication and collaboration.

In many cases it is useful for the facilitator to be located in the same or a nearby geographic area - both to reduce travel costs and commuting time and to better understand the local situation and culture. This requires that the EPA has access under this contract to the skills and experience to search out and identify appropriately skilled local facilitators.

B.3. Design and Conduct of Workplace Conflict Dispute Prevention and Resolution Processes

EPA has dedicated programs to provide ADR assistance for the resolution of both Equal Employment Opportunity (EEO) and non-EEO related workplace issues that may be amenable to facilitation or mediation. The programs primarily use EPA staff trained in

workplace mediation or the Interagency Shared Neutrals Program sponsored by the Department of Health and Human Services to mediate cases. However, parties to a mediation may opt to use outside professional mediators. Those mediators may be retained through this contract or through small purchase orders. While only 5 workplace disputes were handled under the 1999 – 2004 contract and no cases were handled under the existing EPA contract, this contract needs to be able to access skilled and capable mediators or other neutrals for workplace disputes for situations in which internal US government neutrals are not available or appropriate.

B.4. Strategic Planning and Organizational Development Support

EPA offices need support in office retreats, strategic planning, reorganization processes and facilitating internal conflicts or potential conflicts at the organizational level. The existing contract has provided support to a number of program offices with these needs; however, it is not the primary purpose of this contract since there are a number of sources at EPA to provide this type of organizational development or strategic planning support in addition to this contract. Access to skilled organizational development, executive coaching, conflict coaching and strategic planning facilitators needs to be planned for, but will not be a major service. If and when we are asked to provide support in individual and team coaching situations, EPA prefers that International Coach Federation certified coaches or the equivalent be used to provide services.

B.5. Training Support

The Conflict Prevention and Resolution Center and other EPA program offices also encourage and sponsor training in public involvement, negotiation, mediation and other dispute resolution and consultative skills and knowledge areas for Agency management and staff, at Headquarters and in the Regional and field offices, for our co-regulators at the State and Tribal levels and for participants in ADR processes or Agency program initiatives. Past training courses have included collaborative decision-making, ADR skills for Headquarters and Regional enforcement personnel, meeting facilitation and mediation skills training, community involvement training, dealing with difficult people, cultural awareness training, general and advanced negotiation and stakeholder involvement training. Training design has usually been face-to-face seminars or workshops. Access to off-the-shelf training may be a cost-effective means of providing commonly requested training. The Agency is interested in exploring other innovative ways of transmitting information such as computer-based training, video training, video-conference training, webinars, etc. It is important that training be designed so that it can be replicated and possibly brought in-house for EPA employee presenters for both budget and program consistency reasons. Training sessions may be taught by contract personnel or the courses may be designed by contract personnel for presentation by Agency staff.

B.6. ADR and Public Involvement Program Development and Support

In addition, the Conflict Prevention and Resolution Center sponsors investigations, analysis, evaluation and research into the feasibility, effectiveness, costs and benefits of using specific dispute resolution, public involvement or consultative processes to solve particular environmental regulatory, policy or enforcement matters. Past projects over the

last four contracts have included a pilot program for use of mediation in Superfund cost allocation cases, detailed case studies of the use of mediation in EPA cases, a survey of the use of consensus-based processes throughout the Agency, development of an evaluation protocol for stakeholder involvement processes, evaluation of EPA's workplace mediation program and a study of public interest group attitudes and needs regarding regulatory negotiation, the environmental and economic impacts and cost-effectiveness of environmental ADR, and an aggregate analysis of ADR case evaluation data. The Conflict Prevention and Resolution Center has also used Contractor assistance to research and draft program resource materials, manuals, outreach materials and handbooks in ADR and stakeholder involvement processes.

Full application of ADR processes to program areas such as environmental permits, water quality standards, facility siting, environmental impact assessments, contracts, grants and other assistance mechanisms is likely to involve dispute systems design, research into previous examples of ADR use in each area, initial pilot program and evaluation. The conduct and evaluation of pilot programs, development of program resource materials and implementation of some or all recommendations based on the pilots are likely to be the subject of one or more Task Orders on this contract.

The Conflict Prevention and Resolution Center is responsible for coordinating, tracking and reporting on the use of ADR in EPA disputes under a number of Executive Orders and Presidential memoranda such as the Environmental Collaboration and Conflict Resolution Memorandum from the Council on Environmental Quality and the Office of Management and Budget. CPRC has designed a number of systems to provide data to the Administration and Congress about the range, extent and accomplishments of EPA's programs. EPA has used contract support for design, modification, coordination and implementation of ADR tracking systems and for data gathering, data entry and reporting.

Evaluation of client satisfaction with contract activities, both as a QA/QC matter on individual task orders and overall satisfaction measures of clients, is required under this contract.

B.7. Arbitration

The Administrative Dispute Resolution Act of 1996 provides for both non-binding and binding arbitration of disputes between the Federal government and other parties. Procedures to be followed by the government are stated in some detail in that Act and provide the basis for agency arbitration policies. However, EPA may not use binding arbitration or enter into agreements to do so unless and until it publishes a final policy on binding arbitration.

On May 30, 1989, EPA promulgated rules under the Superfund Amendments and Reauthorization Act that provide procedures for binding arbitration of disputes arising from EPA's Superfund cost recovery program. Cases to be arbitrated under this program must meet strict procedural and substantive requirements, must be for amounts under $500,000 and must not have been referred to the Department of Justice.

EPA has not conducted any arbitrations under the previous contracts; however, if a policy is approved or parties request arbitration, there may be a need for access to arbitration services.

B.8. Other ADR Processes

EPA and other Federal Agencies have used Joint Fact Finding and Mini-Trials to good avail in a variety of disputes. Because EPA's ADR procedures and guidance encourage a careful and appropriate design, and because CPRC continues to encourage the use of ADR in all EPA programs, there are potential opportunities for use of Joint Fact Finding, Mini-Trials, Early Neutral Evaluation and other combinations of mediation-like and arbitration-like processes in which one or more of the "neutral third parties" have expertise in substantive matters rather than in dispute resolution processes. This contract shall be flexible enough to be able to assist EPA CPRC and EPA offices in designing these processes and in retaining appropriately skilled and qualified experts to serve in the process.

B.9. Just-In-Time or Quick Response Tasks

Many times disputes erupt with little lead time to get a project or case specific task order in place in time to provide facilitation or mediation services. Over the years, EPA has developed a multi-project task order which can provide "just-in-time" or "quick response" services in these situations. The task order is issued for a specified set of conflict assessment and facilitation or mediation tasks (the same ones outlined in the Statement of Work for facilitation or mediation of cases) for a set number of potential cases or projects. The case(s) for which these tasks will be performed are not named in the task order. When the need arises for a quick response, the Task Order Project Officer (TOPO) will issue a Technical Directive which provides the name of the case, the location where the services under the task order will be performed, a list of exactly which services in the task order will be necessary, and a description of the qualifications of an appropriate dispute resolution professional. The Technical Directive specifies a ceiling cost for the project in dollars and estimates the number of labor hours and other direct costs.

These Just-In-Time Task Orders are complicated to administer from a documentation point of view - each project assigned by Technical Directive must be tracked against its specified ceiling and the TOPO notified when the amount of work specified may approach the available ceiling and when 75% has been spent for each Technical Directive. Past JIT Task Orders have had in excess of 50 separately assigned projects. Typical Just-In-Time task orders will handle 5 – 10 active cases or projects at a time. Monthly status reports must summarize work, labor and direct costs and upcoming needs for each project. Case reports or summaries must be produced for each project and the final report for the task order must include a discussion of all the cases and conclusions drawn across cases. Evaluation of service providers has to be carefully designed to identify and survey the people with the most knowledge of the work performed. Just-In-Time task orders can be sponsored by EPA CPRC, program or regional offices.

B.10. Technical and Logistical Support

Proper handling of complex environmental dispute resolution and consultative processes involves a myriad of support tasks in order to be successful. Sometimes an EPA program office can provide logistical support (such as meeting facilities and equipment, registration, communications) through their technical mission contracts. Sometimes logistical support will be coordinated through the Agency project officers with other Agency technical support Contractors. Sometimes it is more convenient and efficient to have the logistical support coordinated closely with the dispute prevention and resolution services. This contract has historically provided access to administrative staff and logistics firms who can arrange for meeting facilities, equipment and supplies; and who can also provide assistance in communications with parties and the general public through arranging teleconferences, internet list serves, on-line dialogues, web pages, etc. Communications are also enhanced when materials provided to the parties and the public are well written and well designed, so including writer/editor assistance as an ancillary service provides value to the government.

Many disputes involve disagreements about factual matters - scientific, statistical, technical, and/or economic. It has proved efficient and necessary for the dispute resolution professional to be able to retain and work with technical experts in researching information and data, presenting this information to the parties, answering questions about the information, reporting results. This contract has historically, and will continue to, provide for the Contractor to retain on EPA's and the parties' behalf, those technical and scientific experts necessary to advise parties in a dispute in cooperation with the dispute resolution professional.

III. STATEMENT OF WORK - TASKS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications specified below.

The Contractor shall ensure that ADR professionals serving as neutral third parties under this contract receive information about and perform in accordance with the procedural and confidentiality requirements of applicable federal, state, and court provisions and rules applicable to their service. Relevant examples of potentially applicable provisions and rules include the Administrative Dispute Resolution Act of 1996(ADR Act), 5 USC 57 et seq., and rules for the conduct of ADR promulgated by the federal District Courts.

The Contractor shall ensure that ADR professionals serving as neutral third parties under this contract receive information about and perform in accordance with ethical codes applicable to the practice of dispute resolution professionals. Relevant examples of ethical codes include those adopted by the American Arbitration Association, American Bar Association, Association for Conflict Resolution and International Coaching Federation. (http://www.acrnet.org/uploadedFiles/Practitioner/ModelStandardsofConductforMediatorsfinal05(1)(1).pdf); the International Association of Facilitators (http://www.iaf-world.org/aboutiaf/CodeofEthics.aspx); and the International Association for Public Participation (http://iap2.affiniscape.com/displaycommon.cfm?an=1&subarticlenbr=8).

The Contractor shall remove ADR professionals from projects conducted under this contract if they do not conduct their practice in adherence with the statutory provisions or court rules and ethical codes appropriate to the services that they are providing. Based on EPA's evaluation of a large number of ADR cases, the Agency has determined that the following practices are significantly related to positive substantive, relational, and procedural outcomes from ADR cases. The contractor shall ensure that this direction is provided to ADR professionals providing services under this task:

- Prior to the facilitation and throughout the process, the ADR professional shall inquire about whether individual participants have the time, financial, and logistical resources necessary to participate effectively in the process and -- where resources are inadequate -- assist them in identifying appropriate resources or in making necessary adjustments to the process to accommodate resource constraints.
- The ADR professional shall assist the participants in identifying the issues that are important to resolving any controversy and solutions that will address the needs shared by the participants.
- The ADR professional shall conduct the process to promote active engagement from all participants.
- The ADR professional shall explore with the participants appropriate ways to incorporate high quality and relevant information resources necessary to resolve the issues.

To support productive dialogue and effective implementation of any agreements reached by the participants, the ADR professional shall ensure that participants have appropriate authority to make commitments on behalf of their organizations.

Increasingly, the lack of travel funds for EPA staff or stakeholders is pushing many of these processes to be held via telephone, video or on-line. Facilitators will need skills to design appropriate processes to dialogue and gain input via electronic means or a mixture of in-person or electronic processes. General guidelines on the integration of technologies into agreement seeking processes and relevant practitioner skills are presented in "Guiding Principles for the Use of Technology in ECR Processes," which was developed by the Technology and ECR Coordinating Committee and is available at http://www.ecr.gov/pdf/GuidingPrinciplesforUsingTechnologyinECRProcesses%28ForDistribution06302011%29.pdf.

A. CONTRACTOR'S MANAGEMENT PROCEDURES AND SYSTEMS

Historically, previous contracts have been very complex, involving more than one hundred Task Orders, some with multiple cases or projects assigned to them. In addition, previous contracts have been heavily subcontracted because of EPA's needs for a wide variety of dispute resolution professionals in widely distributed geographic and technically specialized areas. EPA is also aware that the fields of alternative dispute resolution and public involvement are typified by many small firms or sole practitioners, creating consistency and communication challenges.

Costs of operating the systems below shall be assignable to specific Task Orders to the greatest extent possible and documentable. There is no project funding for development of management systems or new service provider roster systems. Management systems that are designed must be compatible with existing EPA systems.

The Contractor shall administer and maintain:

1. A comprehensive project status, deliverable and cost tracking mechanism(s) or system(s) capable of tracking each Task Order and each project and sub-project assigned within a Task Order. The tracking system(s) shall be directly available to CPRC staff and management, the EPA Contract Officer, Project Officer and Task Order Project Officers. The Contractor shall participate in a monthly in-person meeting with CPRC Project and Contracting Officers to review the status of every task order based on reports from this system. The tracking system shall also maintain other data needed for CPRC internal and external reporting such as, but not limited to, description of case/project, statutes, goal and venue of project, policy context for the case/project, level of agreement reached (where applicable), type of ADR or PI process, identity of neutral and Agency contacts, sponsoring offices and whether other federal agencies were participating; EPA Project Officers shall have the ability to easily query and obtain reports directly from any system proffered, without the involvement of contractor personnel, in addition to having the contractor respond to requests for reports.

2. A comprehensive methodology for expeditiously identifying, matching, selecting and managing facilitators, mediators and other dispute resolution professionals for cases. The method shall be responsive to the needs of EPA and outside parties in identifying a recommended individual or a slate of potential individuals and assisting the parties in retaining a dispute resolution professional or team with adequate skills, knowledge and experience in the process and substantive issues described in a particular task order and for responding to such needs as geographic location, foreign language ability, and cultural sensitivities. The system should be able to respond in a cost effective manner to search criteria such as type of ADR or PI process, geographical location, and substantive expertise.

Existing sources of names and information regarding qualifications of facilitators, mediators and other dispute resolution professionals with skills in environmental conflict resolution known to EPA include the National Roster of Environmental Dispute Resolution Professionals (<www.ecr.gov>), the International Institute for Conflict Prevention and Resolution, Martindale Hubbell Dispute Resolution Directory, the American Arbitration Association and the membership directories of the Association for Conflict Resolution, American Bar Association ADR Section, and the International Association of Public Participation.

3. An evaluation, oversight and quality assurance process for service providers and services performed under each task order to ensure that EPA project managers receive the highest quality services at all times. This system shall be able to provide annual performance data.

4. EPA expects that the contract will need the equivalent of at least one full-time Program Manager. The Program Manager's primary responsibilities shall include contact with EPA contracting and project officer staff, selection and oversight of dispute resolution service providers for individual task orders, oversight of tracking, invoicing and quality control evaluative aspects of this contract. The Program Manager shall have sufficient knowledge of ADR so as to be able to identify, select, manage and evaluate service providers and should have sufficient knowledge of Federal contracting regulations and practices to manage the contractual relationship efficiently (Refer to Labor Categories description). Program Manager hours shall be chargeable to each Task Order to the greatest extent possible and documentable.

B. CONDUCT OF SITUATION ASSESSMENTS

A well-designed public involvement process or alternative dispute resolution process starts with a situation assessment, also called a stakeholder assessment, conflict assessment, or convening process. This process or study attempts to map out the sources of differences or conflict, the parties who must be involved in order to resolve or participate in a decision or discussion, and the timeframe and resources needed to conduct a well-designed and managed process.

A situation assessment may take several hours, in the case of an administrative enforcement case where there are only two parties to the negotiation, or it may take several weeks or months as in the case of a technically or politically complex regulation or program. A situation assessment may result in an oral report to the parties with recommendations on design, time and resources or it may involve a carefully written report to all parties which may be made public in order to support a Federal Advisory Committee. A situation assessment is tailored to the size and complexity of the issues and the time and formality desired by the parties. Individual task orders under this contract will specify the detail and timing of the situation assessment.

Tasks performed by the Contractor for a Situation Assessment may include but are not limited to:

- Select an appropriate dispute resolution professional or team, taking into account knowledge of the subject, conflicts of interest, availability, and experience in the particular ADR procedure and any other selection criteria that may be specified in the Task Order. In some cases, the Contractor shall, if requested, conduct an initial process with all parties to gather information on the parties' views on appropriate qualifications of the dispute resolution professional. The Contractor shall discuss potential areas of conflict of interest with EPA and other parties. Selection of the dispute resolution professional shall be approved by the EPA Project Officer (PO), Task Order Project Officer (TOPO) and program office coordinator, and, if appropriate and timely, the parties to the dispute. This may also include co-facilitation or co-mediation with qualified EPA or federal government staff in convening, facilitation or mediation of a case.

- Meet with EPA PO, TOPO, and program office coordinator to discuss in greater detail the procedural and technical issues and background information.

- Assist the EPA PO, TOPO and program office coordinator in developing a list of potential participants and identifying a tentative set of issues to be addressed.

- With EPA PO, TOPO, and program office staff consultation, prepare and distribute background information on procedural and technical aspects and issues to potential participants in a dialogue or negotiation under exploration.

- Contact potential parties to discuss their possible participation in a particular process. Best conflict, situation or stakeholder assessment practices shall be used in conducting this phase of the convening or conflict assessment. The dispute resolution professional shall discuss the opinions, positions and needs of each party with regard to the issues involved, and both the procedural and substantive technical aspects of the process. The dispute resolution professional shall ask the parties to suggest additional individuals or groups that should be contacted to ensure that the candidate pool for participation is comprehensive. The dispute resolution professional shall ask the parties to identify the issues that should be covered in the process, definitions for measures of a successful process and other parties necessary to the success of the process.

- Consult with the parties with regard to the experience, skills and abilities of an acceptable dispute resolution professional for the process and suggestions as to ground rules.

- If initial interviews with the key participants reveal that the process that EPA is initially interested in conducting is not feasible, propose any other useful alternatives suggested by the parties or judged by the Contractor to be potentially productive and await EPA's decision on whether to proceed to interview all potential participants.

- Provide regular oral or email reports to the TOPO and the program office contact on the general progress of the convening effort, and/or participate in Agency briefings as requested to provide information on the progress of the convening effort.

- If a meeting with potential participants appears to be useful in convening a process, the dispute resolution professional shall contact potential participants to arrange scoping or organizational meetings and facilitate or preside, along with EPA personnel, at any scoping or organizational meetings. The primary purpose of a scoping meeting is to make a preliminary determination if the parties are interested in the process. The primary purpose of an organizational meeting is to determine if negotiations, dialogue, or information exchange should proceed, and if so, to determine the appropriate parties, set the discussion agenda and timetable for subsequent meetings and to answer any remaining questions regarding the process.

- Handle logistics of arranging meetings for participants. This includes scheduling, arranging facilities, equipment and supplies, notifying participants, and providing advance materials.

- Prepare draft summaries or minutes of each meeting and distribute them to the participants for their approval, and distribute final summaries or minutes after comments have been reviewed and incorporated.

- Provide a report to the EPA PO, TOPO, and program office coordinator which summarizes the results of convening, situation assessment or stakeholder assessment discussions including such things as discussions of the chances of a successful agreement seeking or consultative process (regulatory negotiation, policy dialogue, workshop series), recommendations of potential parties at the table, discussion of issues which will bring parties to the table, and any issues which the parties cannot agree to negotiate. This report will be described in the individual task order and may be oral and/or written and will be tailored to the size and complexity of the project or case assigned and the timeframe necessary.

- If an ADR or public involvement process appears to be feasible and that might accomplish joint objectives of EPA and the parties, propose a design for the process including such things as number, length, location and frequency of meetings, discussion of the attributes of an acceptable dispute resolution professional, recommendation of potential participants whom EPA should invite or contact, information or research necessary prior to or during the process, estimated resources (EPA and facilitation) recommended for the success of the process, discussion of measures of success and plan for post-negotiation evaluation.

If the convening, situation or stakeholder assessment report concludes that an ADR or public involvement process is feasible and EPA decides to proceed:

- Provide assistance in identifying and selecting the appropriate dispute resolution professional or team for the process taking into account knowledge of the subject, conflicts of interest, availability, experience in the particular ADR procedure and any other selection criteria that may be specified by the parties, in the conflict assessment or in the Task Order. Often, the dispute resolution professional who conducted the convening or conflict assessment is acceptable to the parties to continue as the mediator or facilitator of the process. The Contractor and the CPRC shall determine if this is so prior to proceeding with the project. If the convener is not acceptable, withdraws or cannot continue with the case, the Contractor shall consult with CPRC staff, the PO, the TOPO, the program office contact and the parties about the appropriate criteria for selecting a facilitator or mediator for the process. Selection of the dispute resolution professional by the Contractor shall be approved by the EPA Project Officer (PO), Task Order Project Officer (TOPO) and program office coordinator, and, if appropriate, the parties to the dispute. This may also include co-facilitation or co-mediation with qualified EPA or federal government staff in convening, facilitation or mediation of a case.

- Provide assistance/support of the convener (if different than the facilitator/mediator) by drawing on the rapport established in the convening phase. This support may include sharing with the facilitator all relevant perceptions, concerns and other details gathered during the convening phase which are not protected by confidentiality.

- Work with EPA to define roles and responsibilities of all participants in the process including chair persons, designated federal officials, and management.

- Assist EPA in contacting potential parties to obtain commitments to participate in the process if advance commitments are necessary.

- Propose tentative ground rules or operating procedures for participants.

- Suggest a timetable for phases of work if necessary to the design of the process.

- Provide assistance and materials in conducting an orientation or training for the group or for committee members in team-building exercises, consensus-building processes, Federal Advisory Committee Act or negotiated rulemaking procedures prior to the initiation of the process, if necessary.

C. DESIGN AND CONDUCT OF ADR FOR AGREEMENT SEEKING PROCESSES

C.1. Design and Conduct of ADR for Agreement Seeking Processes - National Policy and Regulatory Issues

Agreement seeking processes conducted at the national program level such as regulatory negotiations and policy dialogues occur in three fairly distinct phases. The first stage is an evaluation of the feasibility and advisability of conducting the negotiation or dialogue also known as a convening assessment or conflict assessment (above). The second stage is actually conducting the negotiation/dialogue. The third and final stage is evaluating and debriefing the negotiation/dialogue. While these phases also characterize ADR conducted at the site level, ADR processes conducted at the national level typically are more labor intensive and may last longer.

The Contractor shall assist in convening and facilitating or mediating agreement seeking processes such as regulatory negotiations, policy dialogues, advisory committees, and other long- term consultative processes. The level of effort expended in convening, facilitating or mediating a case will be in proportion to the scope and intensity of the proposed agreement seeking process. In the case of Regulatory Negotiations, the processes described in the Negotiated Rulemaking Act of 1996 and any associated EPA guidance shall be followed. In the case of established groups giving collective advice to the Agency, the requirements of the Federal Advisory Committee Act shall be followed. Increasingly the lack of funds for travel of EPA or of stakeholders is forcing many of the meetings under these processes to be held via telephone, video or on-line. Facilitators will need skills to design appropriate processes to conduct dialogues and gain input via electronic means or a mixture of in person or electronic processes.

Tasks performed by the Contractor may include but are not limited to:

Situation Assessment – see B. above

Process Implementation:

- Facilitate or mediate all plenary sessions of the negotiations or dialogue. The facilitator shall assist participants in articulating their interest, identifying areas of agreement, and developing consensus solutions to the problems that divide them. The facilitator shall assist

participants in overcoming impasse, structuring appropriate agreements, memorializing agreements as agreed to by the parties. The facilitator/mediator keeps the parties talking, listening, and moving--as much as possible--towards consensus. THE FACILITATOR/MEDIATOR SHALL NOT TAKE A POSITION ON THE MERITS OR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE SOLUTION OF AN ISSUE SHOULD BE. The facilitator/mediator shall provide staff support, as necessary, for managing, recording and summarizing meetings.

- At the initial meetings, assist the group in reaching consensus on the ground rules for refining and distributing written protocols reflecting this consensus. Some of these dispute resolution processes may require the drafting and signature of an "ADR or mediation agreement" that documents the parties' agreements regarding dispute resolution process design, timing and costs. The mediator shall assist the parties in drafting and negotiating this ADR or mediation agreement.

- Facilitate or mediate meetings or conference calls or on-line dialogues of break out groups or work groups (self-selected subgroups of the plenary group which address subsets of the issues) and, if several work groups meet simultaneously, providing additional facilitators or support staff to assist other work groups, if the EPA project staff and/or committee determine it useful. THE FACILITATOR SHALL NOT TAKE A POSITION ON THE MERITS NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.

- Identify and provide, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze facts, or to make presentations to the parties.

- Prepare and present, in consultation with the TOPO and the parties, research, analyses, explanations, summaries, fact sheets, white papers, brochures, social media messages, and other similar collections of data or information needed to educate the parties, or the public as appropriate, as to the substance of the dispute and options for resolving it. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Establish and/or maintain communication and information links such as web pages, list serves, and other methods of communication between the parties, and the public, as appropriate.

- Handle logistics of arranging meetings, conference calls or on-line dialogues for participants; this includes scheduling, arranging facilities and notifying participants;

- If appropriate, prepare summaries, next step lists or minutes of each meeting and distribute them to the participants for their approval.

- Communicate with participants between meetings, as needed, to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting.

- Submit information on case status to EPA case-tracking databases in a format accessible to EPA.

- Provide assistance in settling disputes during implementation of the agreement or settlement, if necessary, appropriate, and requested by the parties.

- Assist EPA and other parties in designing and implementing communications and document repository systems such as websites, databases, electronic files, etc., for parties to the ADR process to access in order to promote appropriate sharing of information between parties.

- Assist EPA and other parties in writing, assembling comments and changes, and/or editing single text agreement documents or reports.

Evaluation Phase:

- Prepare a final report or case study of the process which summarizes what occurred and debriefs and evaluates the process and lessons learned from the point of view of the facilitator or mediator, taking into consideration issues of confidentiality. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Conduct a post-negotiation debriefing with EPA officials including the PO, TOPO and program office contact and management to discuss lessons learned and to discuss any next steps.

- Contribute to or conduct all or parts of an evaluation of the case according to EPA CPRC case-evaluation protocols. When acting as a neutral on a case, completing the evaluation questionnaire, provide names and contact information for case participants, and/or participate in interviews for evaluation purposes. When administering evaluation surveys for the CPRC, achieve a minimum average 70% response rate.

C.2. Design and Conduct of Agreement Seeking Processes - Site, Facility or Geographic Area Negotiations.

EPA Headquarters and Regional Offices are involved in many site-or facility-specific disputes such as those arising from permit issuance and enforcement actions taken under environmental statutes or regulations. EPA is also involved in identification of cleanup or reuse issues under the Brownfields and Superfund programs. In addition, EPA is involved in geographically organized pollution reduction efforts such as National Estuary Program, Urban Waters Program and other multi-media pollution control and reduction efforts at the local level. Agreement seeking processes conducted at the site or facility level occur in three fairly distinct phases: the first stage is an evaluation of the feasibility and advisability of conducting the negotiation or consultation process also known as a convening situation, stakeholder or conflict assessment (described above); the second stage is actually conducting the dialogue or negotiation; the third and final stage is evaluating the dialogue or negotiation. While these phases also characterize ADR conducted at the national level, ADR processes conducted at the site or facility level typically are performed with a shorter lead time, in a shorter time frame and may involve fewer labor hours (depending on the scope and complexity of the case). Increasingly the

lack of travel funds for EPA staff or stakeholders is pushing many of these processes to be held via telephone, video or on-line. Facilitators will need skills to design appropriate processes to dialogue and gain input via electronic means or a mixture of in person or electronic processes.

Tasks performed by the Contractor may include but are not limited to:

Situation Assessment (see B above)

Conduct of ADR Process:

- Upon approval of the process recommendation from the Situation Assessment (SA) by the EPA TOPO, in consultation with appropriate EPA personnel and the parties, implement the process as designed. The design may include conference calls, joint session meetings, individual meetings or any other design accepted by the parties. The design may also include an initial mediation and future review or check points, if the parties and the mediator agree that this design is useful. The mediator shall facilitate information sharing between the parties in furtherance of the resolution process. The mediator shall conduct such impasse breaking techniques as are necessary to facilitate settlement of the case. Information shared in confidence with the mediator shall be held to be confidential from any other requests for information or from any other proceedings. THE FACILITATOR SHALL NOT TAKE A POSITION ON THE MERITS NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.

- Some of these dispute resolution processes may require the drafting and signature of an "ADR or mediation agreement" that documents the parties' agreements regarding dispute resolution process design, timing and costs. The mediator shall assist the parties in drafting and negotiating this ADR or mediation agreement. THE FACILITATOR SHALL NOT TAKE A POSITION ON THE MERITS NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.

- Handle logistics of arranging meetings, conference calls or electronic communication means for the parties; this includes scheduling, arranging facilities and equipment, and notifying participants.

- Identify and provide, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze facts or to make presentations to the parties.

- Prepare and present, in consultation with the TOPO and the parties, research, analyses, explanations, summaries, fact sheets, white papers, brochures, social media messages, web pages, and other similar collections of data or information needed to educate the parties or the public, as appropriate, as to the substance of the dispute and options for resolving it. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Establish and/or maintain communication and information links such as web pages, list serves, and other methods of communication between the parties and the public, as appropriate.

- Prepare reports, summaries, drafts of agreements as relevant, appropriate and necessary according to the parties and assigned by EPA. Reports shall be presented in draft, and upon incorporation of comments, distributed in final.

- Communicate with parties between meetings, as needed, to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting.

- Provide assistance in settling disputes during implementation of agreements or settlements.

Case Evaluation:

- Conduct a process debriefing with EPA officials including the PO, TOPO and program office contact and management to discuss lessons learned and to discuss any next steps.

- Prepare final case studies or process reports including evaluation of the process and recommendations for improvement, follow-up or future activities. This report shall be submitted first in draft, and when comments have been received and incorporated, in final. Contractor shall ensure that all studies and reports are drafted in compliance with the confidentiality provisions of applicable statutes, regulations, and rules, including the Administrative Dispute Resolution Act of 1996.

- Submit information to EPA case tracking databases in a format accessible to EPA.

- Contribute to or conduct all or parts of an evaluation of the case according to EPA CPRC case-evaluation protocols. When acting as a neutral on a case, complete the evaluation questionnaire, provide names and contact information for case participants, and/or participate in interviews for evaluation purposes. When administering evaluation surveys for the CPRC, achieve a minimum average 70% response rate.

D. DESIGN AND CONDUCT OF CONSULTATION AND INFORMATION EXCHANGE PROCESSES

D.1. Design and Conduct of Consultation and Information-Exchange Processes - National Policy and Regulatory Issues

EPA conducts many consultation and information exchange processes to discuss national regulatory and policy issues. These processes are usually less formal such as: public meetings, technical conferences, facilitated workshops, listening sessions, open houses, town hall meetings, forums and roundtables. The proceedings may involve a larger number of parties, and either a more diffuse or a more focused set of issues. The goal is usually not to reach a consensus on the issues, but to fully exchange information, ideas and options, to build upon existing

consensus or convergence, and/or to narrow the areas of disagreement. Common to all of these processes is a collaborative approach that seeks to foster an early exchange of information among affected interests, so as to give input to EPA that will lead to regulatory and policy decisions that have the support of affected parties, are more protective of the environment, more cost effective and more implementable. Design of these processes generally includes a situation, conflict, or convening assessment and analysis of the best methods for meeting the needs of the EPA program. Increasingly, the lack of travel funds for EPA staff or stakeholders is forcing many meetings under these processes to be held via telephone, video or on-line. Facilitators will need skills to design appropriate processes to conduct dialogues and gain input via electronic means or a mixture of in person or electronic processes.

Tasks performed by the Contractor may include, but are not limited to:

Situation Assessment (see B above)

Process Implementation:

- Chair all plenary sessions of consultation or collaboration process. The facilitator shall assist participants in articulating their interest, identifying areas of agreement, narrowing areas of disagreement and articulating options and alternatives. THE FACILITATOR SHALL NOT TAKE A POSITION ON THE MERITS NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.

- Facilitate meetings of work groups, breakout groups or caucuses if the project plan calls for facilitated workgroup meetings.

- Provide, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze facts or to make presentations to the parties.

- Prepare and present, in consultation with the TOPO and the parties, research, analyses, explanations, summaries, fact sheets, white papers, brochures, social media messages, webpages, and other similar collections of data or information needed to educate the parties or the public, as appropriate, as to the substance of the dispute and options for resolving it. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Establish and/or maintain communication and information links such as web pages, list serves, and other methods of communication between the parties and the public, as appropriate.

- Handle logistics of arranging meetings, conference calls or electronic communications for participants; this includes scheduling, arranging facilities and equipment and notifying participants.

- Prepare draft summaries or minutes of each meeting and distribute them to the EPA PO, TOPO program office coordinator and participants for comment and upon revision, distribute final summaries or minutes.

- Assist with implementation of agreements as needed.

- Communicate with participants between meetings, if additional meetings are scheduled as a part of the process design, to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting.

- Submit information on case status to EPA case tracking databases in a format accessible to EPA.

Case evaluation:

- Conduct a post collaboration process debriefing with EPA officials including the PO, TOPO and program office contact and management to discuss lessons learned and to discuss any next steps.

- Write final case studies or process reports including evaluation of the process and recommendations for improvement, follow-up or future activities, taking into consideration issues of confidentiality. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Contribute to or conduct all or parts of an evaluation of the case according to EPA CPRC case-evaluation protocols. When acting as a neutral on a case, complete the evaluation questionnaire, provide names and contact information for case participants, and/or participate in interviews for evaluation purposes. When administering evaluation surveys for the CPRC, achieve a minimum average 70% response rate.

D.2. Design and Conduct of Consultation and Information Exchange Processes - Site, Facility or Geographic Area Negotiation

EPA conducts dozens of consultation and information exchange processes for pollution prevention, control, cleanup and reuse at sites and facilities and in geographic areas such as watersheds or estuaries. These processes are usually less formal processes such as: public meetings, technical conferences, facilitated workshops, listening sessions, open houses, town hall meetings, forums and roundtables. Some of these proceedings may involve a large number of parties and a diffuse set of issues. Some of the proceedings may have only a few parties and be very focused on issues such as permits or cleanup plans. Issues tend to be local in nature and identification of local stakeholders, officials, representatives and citizens is key. Often it is advantageous for the dispute resolution professional to be located in the same geographic area so as to understand local cultural, social, economic and environmental issues and norms. It is also advantageous from cost and time considerations to reduce travel costs and travel time. The goal is usually not to reach a consensus on the issues but to fully exchange information, ideas and options, to build upon existing consensus or convergence, and/or to narrow the areas of disagreement. Common to all of these processes is a collaborative approach that seeks to foster an early exchange of information among affected interests so as to give input to EPA that will lead to environmental decisions that have the support of affected parties and are more protective

of the environment, more cost effective and more implementable. Design of these processes generally includes a situation, conflict or convening assessment and analysis of the best methods for meeting the needs of the EPA program. Increasingly, the lack of travel funds for EPA staff or stakeholders is forcing many meetings under these processes to be held via telephone, video or on-line. Facilitators will need skills to design appropriate processes to conduct dialogues and gain input via electronic means or a mixture of in person or electronic processes.

Tasks performed by the Contractor may include but are not limited to:

Situation Assessment (see B above) as necessary and appropriate in relation to size and complexity.

Process Implementation

- Work with EPA and the parties to design a process that meets the goals of the Agency and the parties and construct a mutually acceptable agenda, ground rules and schedule for the meeting(s).

- Chair all plenary sessions of consultation or collaboration process. The facilitator shall assist participants in articulating their interest, identifying areas of agreement, narrowing areas of disagreement and articulating options and alternatives. THE FACILITATOR SHALL NOT TAKE A POSITION ON THE MERITS, NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.

- Facilitate meetings of work groups, breakout groups or caucuses if the project plan calls for facilitated workgroup meetings.

- Provide, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze facts or to make presentations to the parties.

- Prepare and present, in consultation with the TOPO and the parties, research, analyses, explanations, summaries, fact sheets, white papers, brochures, social media messages, webpages, and other similar collections of data or information needed to educate the parties or the public, as appropriate, as to the substance of the dispute and options for resolving it. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Establish and/or maintain communication and information links such as web pages, list serves, and other methods of communication between the parties and the public, as appropriate.

- Handle logistics of arranging meetings, conference calls or electronic communications for participants; this includes scheduling, arranging facilities and equipment and notifying participants.

- Prepare draft summaries or minutes of each meeting if appropriate and distribute them to the EPA PO, TOPO program office coordinator and participants for comment and upon revision, distribute final summaries or minutes.

- Assist with implementation of agreements as needed.

- Communicate with participants between meetings, if additional meetings are scheduled as a part of the process design, to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting.

- Submit information on case status to EPA case-tracking databases in a format accessible to EPA.

- Conduct a post-collaboration process debriefing with EPA officials including the PO, TOPO and program office contact and management to discuss lessons learned and to discuss any next steps.

- Write final case studies or process reports including evaluation of the process and recommendations for improvement, follow-up or future activities, taking into consideration issues of confidentiality. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Contribute to or conduct all or parts of an evaluation of the case according to EPA CPRC case-evaluation protocols. When acting as a neutral on a case, complete the evaluation questionnaire, provide names and contact information for case participants, and/or participate in interviews for evaluation purposes. When administering evaluation surveys for the CPRC, achieve a minimum average 70% response rate.

E. JUST IN TIME OR QUICK RESPONSE DISPUTE PREVENTION AND RESOLUTON PROCESSES

Many times issues occur or disputes erupt with little lead time to get a dispute resolution professional in place through the standard Task Order issuance process. In these cases, EPA has chosen to issue a "Just-in-Time" or "Quick Response" Task Order which provides for short term services in response to an urgent need. The services ordered under Just-in-Time orders are the same services ordered in sections B and C plus a requirement to report costs and status on a project by project basis in all required reports. When the Task Order is issued, it is for an estimated number of responses to projects or cases over the period of performance; the actual names, descriptions and locations of the cases are named at a future time in a Technical Directive from the Task Order Project Officer.

The Technical Directive provides:

1. Case or project name and location
2. Case or project description and background
3. Desired qualifications of the dispute resolution professional

4. Ceiling amount of funds and/or labor hours and direct costs
5. List and schedule for specific deliverables
6. Case contacts
7. Reporting requirements (budget and status tracking for each project)

Tasks performed by the Contractor may include but are not limited to:

- Providing dispute resolution, stakeholder involvement, consensus-building, and conflict analysis, avoidance and resolution services to the EPA TOPO and such Headquarters and Regional staff as may be involved in the assigned cases. Specific tasks may include, but are not limited to:

  a. identification and selection of appropriate service provider
  b. situation or conflict assessment and analysis,
  c. convening appropriate parties,
  d. design of appropriate processes and interventions,
  e. design of meeting agendas,
  f. facilitation of sessions or meetings,
  g. mediation of disputes,
  h. synthesis of issues, fact sheets, informational materials
  i. writing and distributing meeting summaries
  j. logistics such as, but not limited to: meeting rooms, audiovisual equipment, invitations to participants, other services necessary to accomplishing the agenda,
  k. contacting parties before and after meetings or sessions,
  l. coaching parties to prevent or manage conflict.
  m. training parties in negotiation, conflict management, dispute resolution
  n. assist in collecting and responding to public comment
  o. use of electronic conference and meeting media, webinars and other non face-to-face options

- Design and submit a monthly report format that reports on each assigned project with separate budget, expenditure and status reports in addition to tracking the overall budget and progress under the task order, actual hours and percentages spent to-date, remaining hours and budget available.

- Submit a case report for each case assigned unless there is not any substantive outcome (e.g. search for a facilitator, or the project does not move forward).

- Submit information on case status to EPA case-tracking databases in a format accessible to EPA.

- Write the final report including lessons learned, recommendations for improvements in response to quick response tasks. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Contribute to or conduct all or parts of an evaluation of the case according to EPA CPRC case-evaluation protocols. When acting as a neutral on a case, complete the evaluation questionnaire, provide names and contact information for case participants, and/or participate in interviews for evaluation purposes. When administering evaluation surveys for the CPRC, achieve a minimum average 70% response rate.

F. DESIGN AND CONDUCT OF WORKPLACE DISPUTE PREVENTION AND RESOLUTION PROCESSES

EPA has dedicated programs to provide ADR assistance for the resolution of both EEO and non-EEO related workplace conflicts. While the majority of EPA's workplace disputes are handled with EPA in-house mediators or collateral duty mediators from the Interagency Sharing of Neutrals Program, there are workplace disputes that the parties elect to have handled by an outside dispute resolution professional. The Contractor shall provide mediators, facilitators or other dispute resolution professionals who are experienced in a variety of workplace dispute resolution processes.

Tasks performed by the Contractor may include, but are not limited to:

- Conduct an initial assessment of the case through conversations or meetings with the parties to the dispute or situation, exploring whether the issues are ripe for negotiation, whether all of the parties are identified and willing to participate, whether the schedule is appropriate, and discussing the qualifications of an appropriate neutral dispute resolution professional to handle the case.

- Select the appropriate dispute resolution professional or team, taking into account knowledge of the subject, conflicts of interest, availability, experience in the particular ADR procedure and needs of the parties to the dispute. Selection of the dispute resolution professional by the Contractor shall be approved by the parties to the dispute. This may also include co-facilitation or co-mediation with qualified EPA or federal government staff in the convening, facilitation or mediation of public meetings, or case negotiations or meditations.

- Contact (in person or by phone) all participating parties to arrange a mutually acceptable time, place and design for the process and, if the parties are willing, to discuss with them the background of the case.

- Handle logistics of arranging meetings, conference calls or electronic communications for participants; this includes scheduling, arranging facilities and equipment and notifying participants.

- Implement the ADR design agreed to by the parties. The design may include conference calls, joint session meetings, individual meetings or any other design accepted by the parties. The design may also include an initial mediation and future review or check points, if the parties and the mediator agree that this design is useful. The mediator shall facilitate information sharing between the parties in furtherance of the resolution process. The mediator shall conduct such impasse breaking techniques as are necessary to facilitate settlement of the case.

Information shared in confidence with the mediator shall be held to be confidential from any other requests for information or from any other proceedings. THE FACILITATOR SHALL NOT TAKE A POSITION ON THE MERITS, NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.

- At the request of the parties, assist with drafting documents such as but not limited to an agreement document. The parties may decide to hold such an agreement document confidential.

- The Contractor shall ensure that work conducted under this contract is compliant with standard operating procedures of the workplace program for which the services are being provided.

- Contribute to or conduct all or parts of an evaluation of the case according to EPA CPRC case-evaluation protocols. When acting as a neutral on a case, completing the evaluation questionnaire, provide names and contact information for case participants, and/or participate in interviews for evaluation purposes. When administering evaluation surveys for the CPRC, achieve a minimum average 70% response rate.

G. STRATEGIC PLANNING, ORGANIZATIONAL DEVELOPMENT AND CAREER DEVELOPMENT COACHING SUPPORT

While EPA has both internal and other contractual sources of expertise in strategic planning and organizational development, there are times when EPA program offices need access to facilitators who have experience in both organizational development and environmental issues. In addition, EPA encourages individual staff and management personnel to develop skills in collaboration, dispute resolution and management, leadership, team and group management, etc. While EPA has internal and other sources of expertise in individual coaching in these areas, employees and managers may opt to obtain external confidential expertise in conflict leadership and/or executive coaching.

Tasks performed by the Contractor may include, but are not limited to:

- Select the appropriate professional or team, taking into account knowledge of the subject, conflicts of interest, availability, experience in the particular procedure, and any other selection criteria that may be specified in the Task Order. Selection of the professional by the Contractor shall be approved by the EPA Project Officer (PO), Task Order Project Officer (TOPO) and program office coordinator.

- Assist the EPA PO, TOPO and program office coordinator in developing a list of potential group or individual participants and identifying a tentative set of issues, subjects or skills to be addressed.

- In consultation the EPA PO, TOPO and program office coordinator, prepare and distribute background information on the subject matter or issues to participants.

- Contact potential participants to discuss the issues, schedule and outcomes of the process and the needs of the participant in the process.

- Work with EPA and the parties to design a process that meets the goals of the Agency, and construct a mutually acceptable agenda, ground rules and schedule for the meeting(s).

- Chair all plenary sessions of consultation or collaboration process. Facilitate meetings of work groups, breakout groups or caucuses if the project plan calls for facilitated workgroup meetings. The facilitator shall assist participants in articulating their interest, identifying areas of agreement, narrowing areas of disagreement and articulating options and alternatives. THE FACILITATOR SHALL NOT TAKE A POSITION ON THE MERITS, NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.

- Handle logistics of arranging meetings, conference calls or electronic communications for participants; this includes scheduling, arranging facilities and equipment and notifying participants.

- Provide, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze facts, or to make presentations to the parties.

- Establish and/or maintain communication and information links such as web pages, list serves, and other methods of communication between the parties and the public.

- Prepare draft summaries or minutes of each meeting if appropriate and distribute them to the EPA PO, TOPO program office coordinator and participants for comment and upon revision, distribute final summaries or minutes.

- Write or assist in compiling reports, summaries, white papers, fact sheets, strategies, planning documents, analyses etc. for review and approval of EPA TOPO. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Communicate with participants between meetings, if additional meetings are scheduled as a part of the process design, to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting.

- Conduct a process debriefing with EPA officials including the PO and TOPO to discuss lessons learned and to discuss any next steps.

- Assist with implementation of agreements as needed.

- Conduct an evaluation of the process and making recommendations for improvement, follow-up or future activities.

- Write final process report including follow-up or future activities. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Provide confidential coaching services to individual employees, groups, and teams for improving conflict prevention, conflict management, leadership, and management skills

H. ADR AND PUBLIC INVOLVEMENT PROGRAM DEVELOPMENT AND SUPPORT

Given the nature of its program responsibilities, the EPA Conflict Prevention and Resolution Center and other EPA offices need contract support in the areas of case studies, ADR, collaboration, and/or public involvement program applications, systems design, case and program evaluation, and case or project tracking systems.

Tasks performed by the Contractor may include but are not limited to:

H.1. Case Studies

- Select a professional(s) with experience in researching and writing case studies, training and outreach materials, taking into account knowledge of the subject matter, type of proceeding, conflicts of interest, availability and any other selection criteria that may be specified in the Task Order. Choice of professional shall be approved by the EPA Project Officer (PO), Task Order Project Officer (TOPO) and program office coordinator. The appropriate person may have experience as a mediator/facilitator in the appropriate range of cases, good writing skills, and the ability to synthesize significant amounts of material into concise descriptions with lessons learned.

- Propose an outline of a case study or implementing a standard case study format.

- Review documents regarding the case.

- Contact participants and the ADR or public involvement provider in the case to discuss the issues, process, outcomes and lessons learned.

- Distill the information and write a concise, easy-to-read, informative, attractive case study that meets the goals of the EPA TOPO. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Provide necessary editing, artwork, graphics, photographs, presentation methods, videos as is necessary to meet the needs of the EPA TOPO.

- Provide, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of a dispute to research, review, analyze facts, or to make presentations.

- Prepare and present, in consultation with the TOPO, research, analyses, explanations, summaries, fact sheets, white papers, brochures social media messages, web pages, and other similar collections of data or information needed to educate the parties or the public, as appropriate, as to the substance of the dispute and options for resolving it.

- Establish and/or maintain communication and information links such as web pages, list serves, and other methods of communication between the parties and the public, as appropriate.

- Prepare a final report of the study or studies. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.

H.2. ADR, Collaboration, and Public Involvement Applications Research and Systems Design

- Select the appropriate professional or research specialist, taking into account knowledge of the subject matter, type of proceeding, conflicts of interest, availability, and any other selection criteria that may be specified in the Task Order. Choice of professional shall be approved by the EPA Project Officer (PO), Task Order Project Officer (TOPO) and program office coordinator.

- Based on the needs stated in the task order, propose a detailed study plan to the EPA PO, TOPO, and program office coordinator.

- Upon EPA PO, TOPO and program office coordinator approval, proceed with the study or pilot project.

- Conduct conversations, interviews, distribute and collect written surveys or other means of gaining input from groups including, but not limited to, some or all of the following: EPA staff, other Federal government staff, industry representatives, small business or small community interests, public interest group representatives (e.g.; environmental, public health), environmental justice interests, state or local officials, dispute resolution professionals who have handled similar disputes.

- Provide, at the request of the TOPO, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze facts, or to make presentations to the parties.

- Prepare and present, in consultation with the TOPO, research, analyses, explanations, summaries, fact sheets, white papers, brochures, social media messages, web pages, and other similar collections of data or information needed to educate the parties or the public as to the substance of the dispute and options for resolving it. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Establish and/or maintain communication and information links such as web pages, list serves, and other methods of communication between the parties and the public.

- Review literature on similar types of issues or disputes.

- Observe negotiation and dispute resolution proceedings.

- Review documents, correspondence, dockets, case files and information generated by the parties to a dispute.

- Produce such reports or recommendations or documents as are specified in individual Task Orders or agreed to in individual work plans. Reports shall be tailored to the needs and format specified in individual delivery orders. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.

H.3. Evaluations of ADR, Collaboration and Public Involvement Processes:

CPRC's standard operating procedures include evaluating ADR, collaboration, and public involvement cases conducted under this contract. CPRC may choose to perform the evaluation tasks itself, or it may engage the Contractor to perform some or all of the tasks. Other EPA offices may also require evaluation of their ADR, collaboration, or public involvement or outreach processes.

Evaluation tasks include but are not limited to:

- Compile or assist the TOPO in obtaining contact information for all participants in the case or process.

- Adapt available standard formats for evaluation, if necessary, for the case being evaluated or assist the TOPO in developing an evaluation format and survey questions and methods.

- Send questionnaires to respondents.

- Track receipt of responses and follow up to maximize the number of responses received. When administering evaluation questionnaires for the CPRC, achieve a minimum average 70% response rate, unless otherwise directed by the CPRC.

- Enter responses into the evaluation database as necessary and provide data as requested by CPRC.

- Conduct standard and specialized data analyses on the data accumulated.

- Prepare reports as specified in the Task Order and, as directed by CPRC, make presentations regarding the evaluation to audiences specified by the TOPO. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.

H.4 Evaluations of the Contract

CPRC's standard operating procedures include conducting an evaluation of the contract's effectiveness and efficiency. CPRC expects evaluation data to be collected when task order workplans are complete, when task orders are closed, and for all open task orders at least once annually. CPRC also has standard operating procedures for collecting data on individual technical directives issued under just-in-time task orders when the technical directives are in-progress (if time allows) and when they are complete. The Contractor's tasks related to evaluating the contract include, but are not limited to:

- Assist in the development of or modification to CPRC's contract evaluation procedures and evaluation questionnaires.
- Identify the status of task orders and technical directives issued under just-in-time task orders to determine when evaluation is needed.
- Identify the appropriate TOPOs and technical directive leads to receive evaluation questionnaires.
- Administer an evaluation questionnaire to each TOPO within 10 business days of workplan approval.
- Administer an evaluation questionnaire to each TOPO within 10 business days of task order closure.
- Administer an evaluation questionnaire at least once annually for all task orders that are in-progress.
- Administer an evaluation questionnaire for all in-progress technical directives issued under just-in-time task orders at least once annually.
- Administer an evaluation questionnaire for all completed technical directives within 10 business days of their completion.
- Achieve a minimum average 70% response rate on all contract evaluation questionnaires, unless otherwise directed by EPA.
- Provide data from the contract evaluation questionnaires in a format and at a frequency specified by EPA.
- Conduct routine surveys of service providers working under the contract to solicit feedback on the performance of the prime Contractor, EPA contracting officials, and EPA clients and provide information from these surveys to EPA.

H.5. ADR Case Tracking Systems

Several recent Presidential Memoranda, Executive Orders and other directives require EPA to compile data on the use of ADR or other collaborative processes, including the Office of Management and Budget and Council on Environmental Quality's September 2012 Memorandum on Environmental Collaboration and Conflict Resolution (See: www.whitehouse.gov/news/orders). CPRC has several ADR case management databases which track the use of ADR in EPA cases. These databases are important in that they produce information for management that details the use and effectiveness of ADR, collaboration, or public involvement in resolving cases or preventing conflict. Occasionally these databases need to be supplemented or redesigned to better capture the types of case information valuable to management.

In appropriate assigned circumstances, the Contractor shall:

- Work with EPA to identify this data and design efficient ways to obtain, track and report the data.
- When necessary, the Contractor shall assist EPA in obtaining the information, entering the information in the databases, and producing reports. Where the Contractor is directed to maintain data in a tracking system, the Contractor shall ensure that such data is accurate, complete, and current.
- The Contractor may also be required to assist EPA in graphic design and writing or editing reports.

I. TRAINING SUPPORT

Contractor support shall be provided in the area of training in negotiation, conflict prevention, dispute resolution processes, conflict coaching, public involvement, consensus building, collaborative decision making, visioning, and other consultative processes and subject matter courses that increase the effectiveness of EPA personnel and programs in their interactions and negotiations with the goal of achieving better, more efficient resolution of environmental issues. Participants in training seminars may be EPA and other federal, tribal, state, local or international government staff partnered with EPA staff in resolving environmental issues; parties to disputes or issues discussions; groups of stakeholders participating in EPA initiatives; and committee, dialogue or workshop group members as EPA considers necessary and appropriate. Training may be conducted in a number of ways - in person, through telephone, video or web conference, coaching, or through computer-assisted trainings. For program and consistency reasons, training should be designed so that it can be replicated in order to provide national consistency and reduce costs. Training may be designed to be presented by Contractor staff, EPA staff or others involved in the program.

Tasks performed by the Contractor may include but are not limited to:

- Conduct a needs assessment with EPA management and staff, or with co-regulators or parties and identifying training needs and sources of materials to meet those needs.

- Design, or assist EPA personnel in designing, of in-person or web-based training.

- Produce training materials (handouts, manuals, notebooks, videos, audio, etc.)in appropriate formats for use in such courses. Written (electronically preferred) copies of speaker/trainer notes should be included where possible.

- Provide, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze or to make contributions to the training materials or to make presentations to the participants in the training.

- Prepare and present, in consultation with the TOPO, research, case studies, exercises, analyses, explanations, summaries, fact sheets, white papers, brochures, social media messages,

and other similar collections of data or information needed to accomplish the goals of the training.

- Establish and/or maintain communication and information links such as web pages, list serves, and other methods of communication between the organization sponsoring the training and those receiving it.

- Perform logistical tasks involved in conducting the training such as registration and notification of participants, arranging meeting facilities and support, providing required services, supplies and equipment for presenting the course. This may include access to teleconference, webinar or other electronic communication technologies.

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- Teach all or portions of seminars as designed and accepted by EPA. THE TRAINER SHALL NOT TAKE A POSITION ON EPA POLICY OR REGULATIONS OR ON THE MERITS, NOR RECOMMEND TO PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.

- Present off-the-shelf, already designed courses that EPA needs and the provider has access to and expertise in presenting.

- Design and conduct evaluations, and provide results and recommendations regarding the effectiveness of, and changes to, the training or programs.

- Prepare a final report summarizing the training, the evaluations of the participants, and recommendations for changes, additions or deletions in the training agenda, materials or procedures. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Assist EPA in managing a suite of courses or a specialized curriculum of courses including development of program and course descriptions, information dissemination, assistance in scheduling courses and locations, tracking participants attendance and course completion, program effectiveness evaluation, program reporting.

J. ARBITRATION

The Administrative Dispute Resolution Act of 1996 provides for both non-binding and binding arbitration of disputes between the Federal government and other parties. Procedures to be followed by the government are stated in some detail in that Act and provide the basis for agency arbitration policies. However, EPA may not use binding arbitration or enter into agreements to do so unless and until it publishes a final policy on binding arbitration.

On May 30, 1989, EPA promulgated rules under the Superfund Amendments and Reauthorization Act that provide procedures for binding arbitration of disputes arising from EPA's Superfund cost recovery program. Cases to be arbitrated under this program must meet

strict procedural and substantive requirements, must be for amounts under $500,000 and must not have been referred to the Department of Justice.

EPA has not conducted any arbitrations under the previous contracts; however, if a policy is approved or parties request arbitration, there may be a need for access to arbitration services.

The Contractor shall provide arbitration services for cases identified by EPA attorneys under the Agency's arbitration policy. The parties to an arbitration proceeding shall be entitled to participate in the selection of the arbitrator. The arbitrator shall be a neutral who meets the criteria of the Administrative Dispute Resolution Act. Arbitrators may be retired judges, project managers, accountants, cost control specialist, or others, as considered appropriate by the parties. Arbitrators shall be selected on a case-by-case basis under the procedures in the Administrative Dispute Resolution Act and applicable federal rules and policies. Arbitrators may be dispute resolution professionals listed on this contract or expert consultants retained specifically for a case. Arbitrators shall follow the procedures outlined in the Act, and applicable rules and policies during the arbitration process.

Tasks performed by the Contractor may include, but are not limited to:

- Select appropriate arbitrator(s), taking into account knowledge of the subject, conflicts of interest, availability, experience in the particular arbitration procedure and any other selection criteria that may be specified in the Delivery Order or by the parties to the dispute. Choice of arbitrator(s) by the Contractor shall be approved by the EPA Project Officer (PO), Task Order Project Officer (TOPO) and program office coordinator and by the parties to the dispute.

- Contact each of the parties' representatives or counsel to explore the needs of each party and to design an appropriate arbitration proceeding.

- Upon approval of the arbitration design by the EPA TOPO, in consultation with appropriate EPA personnel, and the parties, implement the process as designed.

- Handle logistics of arranging meetings for the parties; this includes scheduling, arranging facilities, and notifying participants.

- Prepare reports, summaries, drafts of agreements as relevant, necessary and assigned by EPA. Reports shall be prepared in draft, and upon incorporation of comments, distributed in final.

- Communicate with parties between meetings, as needed, to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting.

- Provide, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze facts, or to make presentations to the parties.

- Prepare and present, in consultation with the TOPO and the parties, research, analyses, explanations, summaries, fact sheets, white papers, brochures, social media, web pages, and other similar collections of data or information needed to educate the parties or the public, as appropriate, as to the substance of the dispute and options for resolving it.

- Issue decisions as built into the design of the process, as directed by the parties, as appropriate under the Administrative Dispute Resolution Act and as provided for under other applicable statutory provisions, regulations or policies.

- Submit information to EPA case tracking databases in a format accessible to EPA within the bounds of confidentiality concerns.

- Write final case studies or process reports including evaluation of the process and recommendations for improvement, follow-up or future activities, taking into consideration issues of confidentiality.

- Conduct all or parts of an evaluation of the case according to EPA CPRC case evaluation protocols.

K. DIRECT SUPPORT AND TECHNICAL SUPPORT

The success of a dispute resolution or collaborative problem-solving process depends most heavily on correctly identifying the parties, issues and proceeding. However, a number of logistical issues have significant effects on the efficiency and credibility of the proceeding. The issues most often encountered are: appropriate meeting facilities and equipment, access to neutral expert consultants, efficient and well-designed communication and information-exchange systems and processes, and financial support for speaker or expert travel to participate in a proceeding.

K.1. Meeting Logistical Support

Studies show that the facilities provided for negotiation, and other consultative processes and training affect the efficiency and quality of the proceeding. Many times facilities/equipment/supplies appropriate to the size or purpose of the group are not available at EPA buildings on a timely basis to conduct efficient and high quality proceedings. Meeting rooms must be easily accessible to members of the public without rigorous security screening every time they come and go. Day-long meetings require rooms where participants are allowed to bring in food and drink. Meeting rooms must be adequate in size and number for the projected use. Equipment (such as projectors, flip charts, markers computers, screens, etc.) appropriate to the purpose of the meeting is key to well run meetings. Access to the Internet or collaborative technology may also be necessary. The Contractor shall obtain meeting facilities and equipment as ordered in Task Orders through lease or rental arrangements, if they are not available at the EPA or at the Contractor's facilities. The Contractor shall use the EPA Green Meetings and Conferences guidelines when selecting a meeting or conference location. The Contractor is not expected to have to purchase major pieces of equipment for this contract.

Tasks performed by the contractor may include, but are not limited to:

- Ancillary to a dispute resolution, public involvement process or training or other projects ordered under this contract, obtain meeting room facilities, equipment (such as, but not limited to, audio-visual equipment, access to word processing and photocopying equipment), on-line connections and services, supplies and other allowable, miscellaneous services as are determined by the EPA TOPO to be appropriate and necessary in helping the parties achieve the goals of the assigned task.

K.2. Expert Technical and Scientific Assistance

Conflicting factual assertions sometimes arise that may require evaluation, assessment, research, information gathering, verification, calculation, analysis, etc. by a specialist in the narrow field of concern. This specialist is most valuable if he/she is not affiliated with any of the parties to the negotiation, dialogue or dispute. For example, a committee or group of parties may require specialized advice on statistical sampling methods, economic analyses, or chemical or biological analytical test methods who has not been previously retained or used by any of the parties and can be considered by all parties as neutral. Or a group of parties or committee may find that using a panel of experts whose expertise and opinions vary may bring to light all of the possible sides of an issue in one place or time.

Tasks performed by the Contractor may include, but are not limited to:

- Ancillary to a dispute resolution or public involvement process or training or other projects ordered under this contract, provide assistance in locating, retaining and managing subject matter experts in such fields as statistics, economics, engineering, medicine, toxicology, epidemiology, agriculture, and other technical or specialized fields. Such support shall require the advance approval of the Task Order Project Officer, Project Officer and Contracting Officers. The Contractor may need to consult with parties to the dispute in identifying the experience, education, knowledge, and skills required of the expert and to further define the scope of the expert's work. The Contractor shall reimburse travel and other related direct expenses of such consultants and experts.

K.3. Administrative Assistance

There are times when it is necessary for the Agency to assist non-federal parties in attending negotiations or dialogues to have a balance of interest groups present. If a technical expert or consultant under this contract needs to travel to make a presentation or participate on a panel discussion or site visit, the travel costs can be covered in a Task Order. The Federal Advisory Committee Act and the Negotiated Rulemaking Act both authorize travel reimbursement to participants in a negotiation or Committee. However, Agency policies do not allow Contractors to reimburse expenses of participants; this travel must be provided by Agency "invitational travel orders." The Contractor may assist the Agency in making the travel arrangements and completing the invitational travel documents for participants who are recipients of invitational travel orders.

Tasks performed by the Contractor may include, but are not limited to:

- Reimburse non-federal technical experts, panel members, speakers, etc. for travel expenses and other direct costs incurred in providing services under a Task Order.

- Ancillary to a dispute resolution process, public involvement process or training or other projects ordered under this contract, assist Agency officials or staff in completing the arrangements and documents for EPA paid invitational travel for participants in a dispute resolution, consensus-building or collaborative process.
- If Agency policies are revised, reimburse authorized non-Federal participants for travel expenses incurred in participating in such proceedings, when necessary, appropriate and assigned in the Task Order. The EPA PO, TOPO, and program office coordinator shall ensure that such assistance is allowable and appropriate under the Federal Advisory Committee Act, the Administrative Dispute Resolution Act, the Negotiated Rulemaking Act and/or other statutory or regulatory authorities.

K.4. Communications Assistance

Many projects, groups of parties or committees need assistance in setting up adequate communications processes or jointly available collections of documents or information. Increasingly, these communications processes include web sites and list serves which connect the parties via computers. Other most common ways to accomplish appropriate communications links include document repositories, teleconference or video conference calls, email groups, pod-casts, on-line dialogues, text messages, help lines, chat rooms, and social media collaboration technology. The Contractor shall assist EPA in arranging teleconference calls or video conference calls or other electronic conversations as needed. These communications methods can help reduce the need to travel and meet face-to-face and may reduce dispute resolution process costs and increase the effectiveness and efficiency of communication, information exchange and education. Contractors may also assist in setting up document repositories and in staffing help lines.

Tasks performed by the Contractor may include, but are not limited to:

- Ancillary to a dispute resolution process, public involvement process or training or other projects ordered under this contract, assist the EPA TOPO in designing and implementing efficient and effective communications, information exchange and education processes such as document repositories, help lines, teleconference calls, video conference calls and electronic communications through web sites, list serves, on-line dialogues, pod-casts, social media, or text messages, etc.

- Ancillary to a dispute resolution process, public involvement process or training or other projects ordered under this contract, assist EPA in gathering, compiling, categorizing, reporting, researching, analyzing and preparing responses to and responding to public comment when appropriate.

K.5. Writer/Editor and Document Design Assistance

Good public involvement processes and dispute prevention and resolution processes require good bases of information on the technical, scientific, programmatic and policy issues under discussion. Frequently, EPA's or other parties' material is too technical to be easily understood by all stakeholders, leading to misunderstandings or difficult relationships. Design of good written communications is essential to prevention and resolution of disputes and to getting the most out of a stakeholder involvement process. The Contractor shall provide access to good technical and scientific writer editors who can assist EPA in designing the best information available.

Tasks performed by the Contractor may include, but are not limited to:

- Design, write, edit, research fact sheets, brochures, white papers, analyses, data presentations, meeting presentations, webcasts, videos, on line postings, social media messages, webpages, and other documents, presentations or papers necessary to educate parties in a potential or actual dispute or issue in controversy regarding the programmatic, scientific or technical information, policy or factual matters. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.

[END OF SECTION C]

SECTION D – PACKAGING AND MARKING

[For this Award there are no clauses in this section}

[END OF SECTION D]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-6	INSPECTION OF SERVICES – TIME AND MATERIAL AND LABOR HOUR	(MAY 2001)

[END OF SECTION E]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following solicitation provisions and /or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	(AUG 1989)

F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)

(a) The Contractor shall furnish three (3) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

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

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

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

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

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

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime Contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime Contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

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

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

(3) Labor hours.

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

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime Contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken

out by EPA contract labor hour category for the prime Contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

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

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall specify progress status at the task order level as follows:

1. The tasks undertaken and completed, deliverables and/or transmittals submitted and a discussion of any difficulties encountered and remedial action taken during the reporting period.

2. The activities to be performed during the subsequent reporting period; an estimate of the level of effort and estimated draw-down of cost for the next reporting period.

3. Any actions which the Contractor has identified that need to be taken by EPA in the next reporting period to assure that work on the project continues without delays (e.g. funding needs, workplan or deliverable approvals, decisions).

4. The Contractor shall explain any lagging costs that are not being billed and state the expected period for billing them and any difficulties in obtaining the appropriate documentation for billing. The Contractor shall also provide an explanation of any previously lagging costs that will be billed during the current reporting period.

(h) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies	Addressee
1	Project Officer.
1	Administrative Contracting Officer
1	Task Order Project Officer

Reports shall be submitted electronically to all three.

F.3 SPECIFIC REPORT REQUIRMENTS

A. PROJECT SPECFIC REPORTS

The Contractor shall submit reports pertinent to each ADR or public involvement proceeding as ordered in each delivery order. Specific contents of each report, in addition to those minimum contents specified below, will be identified in individual project assignments. Confidential information shall not be included in reports unless confidentiality protections have been discussed with the Task Order Project Officer and the Project Officer. The following reports are not necessarily the universe of reports that may be required by project assignments, they are examples of the most common reports.

No report shall be required where there is month with no activity on the Task Order

B. FINAL REPORT

At the end of each Task Order and as directed in individual Task Orders, the Contractor shall submit a Final Report. The Final Report shall consist of:

(1) Completed case summary report(s) or training summary reports for the case (s) or project (s) assigned to the Task Order, including for multiple case task orders, all previously submitted Case Summary Reports. For projects that are not cases or training, the final report narrative shall include a short description of the project background, goals, approach and activities, relevant discussion of participants and the outcomes, outputs or end products of the project. The final report narrative shall also include a reflection on the project goals and achievements and recommendations, if any, for follow-up or improvements. Confidential information shall not be included in reports unless confidentiality protections have been discussed with the Task Order Project Officer and the Project Officer.
(2) A participant list if applicable with contact information for key participants including names, organizations, phone numbers, fax number, and street and email addresses.
(3) A copy of each of the final deliverables or agreements such as a final agreement, settlement agreement, recommendations, ground rules, fact sheets, or information brochures or a list of the publicly available websites or other postings of these documents
(4) A final summary budget outlining costs by labor category and direct cost categories, broken down by design, implementation, and evaluation phase

The length of the final report shall be commensurate with the total length, cost, effort, and complexity of the Task Order. Most final reports need not exceed 10 pages.

Distribution:

No. of copies	**Addressee**
1	Project Officer.
1	Administrative Contracting Officer
1	Task Order Project Officer

The information in the Final Report will usually be publicly available; therefore no confidential or sensitive information shall be included in the Final Report.

C. OTHER DELIVERABLES: AGENDAS, EVALUATIONS, SUMMARIES, DEBRIEFINGS

Most Task Orders will have additional written deliverables or transmittals such as meeting agendas, meeting summaries, meeting evaluations, white papers, issues analyses, training materials, or training evaluations. The Task Order will specify what item or presentation is to be provided, a description of the necessary elements of the item or presentation and the number and dates due for these items or presentations. These written deliverables or transmittals shall be provided in draft and, after receipt and incorporation of comments, in final to the Task Order Project Officer. Confidential information shall not be included in reports unless confidentiality protections have been discussed with the Task Order Project Officer and the Project Officer.

The Contractor shall also provide the Project Officer with copies of all final meeting evaluations, training evaluations and training materials, and shall provided drafts or finals of all other documents upon request.

If the results of the Contractor's efforts are presented in briefings, the Project Officer shall be notified in writing of the date, time and place of the briefing at least one week in advance.

D. CONTRACT LEVEL MONTHLY REPORTS

Monthly Contract Level Report 1 - Task Order Overview
This report shall summarize all task Orders on the contract during the reporting period for coordination and tracking purposes. Required fields include:

1, Task Order number
2, Task Order Title
3. EPA Task Order Project Officer
4. Contractor Task Order Manager

5. Service Provider
6. Approved Costs
7. Short Task Order description or descriptive code

Monthly Contract Level Report 2 – Task Order Funding Status
This report shall summarize all period of performance and financial status of all Task Orders on the contract during the reporting period for monitoring of performance dates and financial status. Required fields include:

1, Task Order number
2, Task Order Title
3. Period of Performance
4. Funding Status – Fully funded/Incrementally funded
5. Total Funds Allocated to project tasks
6. Total Funds Unallocated at report time
7. Total Funds Billed in this Reporting Period
8. Total Funds Billed to date since initiation of Task Order
9. Total lagging costs incurred but unbilled
10. Amount of funds remaining

Monthly Contract Level Report 3 - Task Order Upcoming Actions
This report, listing or discussion shall highlight each and every Task Order that require upcoming action (such as period of performance changes, 85% funding spent, additional incremental funding due or needed, explanations for lagging costs and plans for billing them, work plan submittals or approvals, deliverables submittals or approvals, and closeout actions) in the next reporting period.

These reports will be discussed in the monthly meeting between EPA and the Contracting Officer and/or his/her representative.

Distribution:

No. of copies	Addressee
1	Project Officer.
1	Administrative Contracting Officer
1	Task Order Project Officer

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

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

F.5 PERIOD OF PERFORMANCE (EPA-F-12-101)

The period of performance of this contract shall be five years from the date of award exclusive of all required reports. The period of performance of this contract is from **June 16, 2014 to June 15, 2019.**

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ORDERING-BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or any agency prescribed form, from the effective date of the contract through expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

Not Applicable

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

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

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

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

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

G.2 SUBCONTRATING REPORTS – SMALL BUISNESS AND SMALL DISADVANTEAGED BUSINESS CONCERNS

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Original	Contracting Officer National Procurement Service Center (3803R) Headquarters Procurement Operations Division William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W.

	Washington, DC 20460
1 copy	Project Officer Terry Fenton Conflict Prevention and Resolution Center (2388A) Office of the General Counsel William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Washington, DC 20460
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460

G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

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

(c)(1) The Contractor shall prepare a Task Order level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as Attachment 4, Invoice Preparation Instructions, to the solicitation. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work

assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

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

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

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

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

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

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

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the Contractor shall provide a reconciliation of the difference as part of the payment request. Alternate I (JUN 1996). If used in a fixed-rate type contract, substitute the following paragraphs (c)(1) and (2) for paragraphs (c)(1) and (2) of the basic clause:

G.4 PAYMENTS – FIXED RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

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

(a) Hourly rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G.5 PAYMENTS – FIXED RATE CONTRACTS

The Government does not intend to keep the five (5) percent of the amount due to the Contract referenced in Section G.4 Paragraph a (2) under Hourly Rates within the Payments – Fixed Rate Contract Clause. However, the Government does reserve the right to enforce this provision should it become necessary to do so.

G.6 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

Indirect costs are only applicable to Other Direct Costs, as defined in Section B, and invoiced under Time and materials task orders.

a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
William Jefferson Clinton Building
1200 Pennsylvania Ave, N.W.
Washington, DC 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below:

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost center	CFY 2014 Proposed	CFY 2014 Approved	Base
(b)(4)	(b)(4) %	(b)(4) %	c
	%	%	d
	%	%	e

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) (b)(4)

(2)

(3)

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this clause, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost center	CFY 2014 Proposed	CFY 2014 Approved	Base
(b)(4)	(b)(4) %	(b)(4) %	c
	%	%	d
	%	%	e

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.7 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer: Terry Fenton
Conflict Prevention and Resolution Center (2388A)
Office of the General Counsel
Telephone (202)564-2090
Fax: (202) 501-1715

Alternate Project Officer: Deborah Dalton
Conflict Prevention and Resolution Center (2388A)

Office of the General Counsel
Telephone (202)564-2913
Fax (202) 501-1715

Administrative Contracting Officer: Patrice Cunningham
National Procurement Service Center (3803R)
Headquarters Procurement Operations Division
Telephone: (202) 564-1378
Fax: (202) 565-2559

G.8 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION

(a) The Contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting Officer.
(b) In accordance with paragraph (a) above, the Contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

NONE

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

See Attachments

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

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

1. PURPOSE.

This document sets forth the requirements for Environmental Protection Agency (EPA) Contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.

a. Upon award of a contract, the EPA CO delegates the functions of property administration and plant clearance (disposal) for the contract to the EPA Property Administration Office.

b. For contracts containing significant dollar amounts of Government property or contracts that

present a high risk to the Government, the EPA Contract Property Coordinator (CPC) will re delegate the contract to the Defense Contract Management Agency (DCMA) for property administration and plant clearance. Upon acceptance of that delegation, DCMA will provide notification to the Contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). Once delegated to DCMA, the DCMA PA is available to the Contractor for assistance in all matters of property administration.

c. If the contract is not delegated to DCMA for administration and/or plant clearance, any reference to PA and/or PLCO shall be construed to mean EPA CPC.

d. Notwithstanding the delegation, as necessary, the Contractor may contact the cognizant EPA CO. In the event of disagreement between the Contractor and the EPA CPC or the DCMA PA/PLCO, the Contractor should seek resolution from the cognizant EPA CO.

3. REQUESTS FOR GOVERNMENT PROPERTY.

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

1. Contract number for which the facilities are required.

2. An item(s) description, quantity and estimated cost.
3. Certification that no like Contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including Contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

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

4. TRANSFER OF GOVERNMENT PROPERTY.

When the Contractor receives Government- furnished property (GFP), the Contractor should receive, from the transferor, (either EPA or another Contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the Contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving Contractor should perform a

complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

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

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the Contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the Contractor and billed as a direct charge to the Government is Government property and records must be established as such.
b. The Contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost**.
c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the Contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.
d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
e. For Government vehicles, in addition to the data elements required by EPA, the Contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the Contractor shall notify the EPA CO.
f. When Government property is disclosed to be in the possession or control of the Contractor but not provided under any contract, the Contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY.

The Contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The Contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The Contractor's records shall indicate the completion date of the inventory.

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

7. REPORTS OF GOVERNMENT PROPERTY.

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

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

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

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

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the Contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is $25,000 or more.
e. These reports are due at EPA no later than October 5 of each year. If October 5 is not a business day, the report is due on the first business day following October 5.

f. Distribution shall be as follows: Original to: EPA CPC
1 copy: DCMA PA, if contract is administered by DCMA

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

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

8. DISPOSITION OF GOVERNMENT PROPERTY.

The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the Contractor identifying Government property that is excess to its contract. Effective Contractor property control systems provide for disclosing excesses as they occur. Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be reutilized, the Contractor shall notify the CO in writing. Government property will be transferred

to other contracts only when the Cos on both the current contract and the receiving contract authorize such a transfer in writing

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

c. Disposition Instructions.

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

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

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

4. The Contractor shalll ship the property elsewhere if directed, in writing, by the PLCO.

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

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

7. To effect transfer of accountability, the Contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The Contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The

Contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT.

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

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

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

REQUIRED DATA ELEMENTS.

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

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

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

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

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

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

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

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

H.2 PRINTING (EPAAR 1552.208-70) (SEPT 2012)

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

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

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

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

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

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

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

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

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

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

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

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

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

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10¾ by 14¼ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, Contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel. Duplication services of "incidentals" in excess of the thresholds are allowable.

(3) The Contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10¾ by 14¼ inches, or 11 by 17 paper stock. Duplication services

below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, Contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

(4) The Contractor may perform the duplication of no more than a total of 500 units of an electronic information storage device (e.g., CD-ROMs, DVDs, thumb drives [1]) (including labeling and packaging) per work assignment or task order/delivery order per contract year. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, Contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

[1] Pursuant to the July 2008 guidance Promotional Communications for EPA, a thumb drive can be used as a promotional item, but it also must be an information medium in itself. Namely, it must have substantive EPA information already loaded into the drive. Due to its intrinsic material value, it may not be used simply or primarily to display an EPA message on the exterior of the drive.

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

(f) Flowdown Clause. The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

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

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

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

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing

to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

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

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

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

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

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

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

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

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

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

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

(c) The Contractor, during the life of this contract, will be ineligible to enter into a contract with EPA to perform response action work (e.g., Response Action Contract (RAC), Emergency and Rapid Response Services (ERRS), Superfund Technical Assistance and Removal Team (START), and Enforcement Support Services (ESS) contracts), unless otherwise authorized by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

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

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

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

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

H.6 EPA GREEN MEETINGS AND CONFERENCES (EPAAR 1552.223-71) (MAY 2007)

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

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

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

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

(14) What other environmental initiatives have you undertaken, including any environment-related certifications you possess, EPA voluntary partnerships in which you participate, support of a green suppliers network, or other initiatives?

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

H.7 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.8 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

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

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

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

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

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

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

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

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

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

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

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

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

H.9 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

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

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

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

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

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

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

H.10 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)

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

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

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

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

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

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

H.11 DATA SECURITY – FIFRA AND/OR TSCA CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

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

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

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

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

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

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

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

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

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

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

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

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

(2) The facts warrant an equitable adjustment.

H.12 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

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

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

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

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

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

(4) To other Agency Contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

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

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

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

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

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

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

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

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

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

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

H.13 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

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

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

H.14 TECHNICAL DIRECTION (EPAAR 1552.237-71) (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the Contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the Contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the Contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the Contractor in writing as soon as practicable, but no later than 30 days after receipt of the Contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the Contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the Contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the Contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the Contractor's risk.

H.15 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

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

Program Manager (b)(4)

Contract Administrator

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer shall notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.16 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

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

H.17 GOVERNMENT – CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUNE 1999)

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

(b) Contractor personnel under this contract shall not:

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

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

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

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

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

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

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

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

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

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

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

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

(1) The Contractor should notify the Contracting Officer in writing promptly, within 14 (Fourteen) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 20 (Twenty) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

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

(ii) Countermand any communication regarded as a violation,

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

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

H.18 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

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

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

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

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

H.19 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.242-71) (JULY 2011)

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

H.20 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (EPA-H-07-102)

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.21 APPROVAL OF TRAINING (EPA-H-31-105)

a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide

documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

(1) Individual to be trained [Identify position and job duties under contract].

(2) Description of circumstances necessitating the training.[Describe the specific change to the performance requirements. Identify by number and title of the work assignment(s) that will benefit from training and describe in detail how the training relates to the Statement of Work and job duties under the contract].

(3) Estimated cost [Include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements].

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

H.22 ACCESS TO EPA COMPUTERS (EPA-H-39-101)

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

_____N/A_____

H.23 GOVERNMENT HOLIDAYS (LOCAL LRT-04-02) (DEC 2001)

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day
Martin Luther King's Birthday
Presidents' Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

H.24 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (SEP 2007)

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

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

H. 25 UNPAID FEDERAL TAX LIABILITY & FELONG CRIMINA VIOLATION CERTIFICATION (EPA-H-09-107)

(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.

[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JAN 2012	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-6	SEP 2006	RESTRICTONS ON SUBCONTACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2013	SYSTEM FOR AWARD MANAGEMENT
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACOR PERSONNEL
52.204-10	JUL 2013	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS
52.209-6	AUG 2013	PROTECTING THE GOVERNMENT'S INTERST WHEN SUBCONTRACTING WITH CONTRACOTS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	OCT 2010	AUDIT AND RECORDS - NEGOTIATION
52.215-11	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS
52.215-13	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-15	OCT 2010	PENSION ADJUSTMENT AND ASSES REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITES CAPITAL COST OF MONEY
52.216-29	FEB 2007	TIME-AND-MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS –NON-COMMERCIAL ITEM ACQUISTION WITH ADEQUATE PRICE COMPETITION
52.219-8	JUL 2013	UTILIZATION OF SMALL BUSINESS CONCERNS

52.219-9	JUL 2013	SMALL BUISNESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2010	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2010	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-43	SEP 2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-5	NOV 2007	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL (ALTERNATE II, III, AND V)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	OCT 2010	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUL 2013	PROMPT PAYMENT
52.232-33	JUL 2013	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS
52.245-1	APR 2012	GOVERNMENT PROPERTY ALTERNATE II
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

I.3 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date specified in Section F.

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

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

I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of N/A;

(2) Any order for a combination of items in excess of N/A;

(3) A series of orders from the same ordering office within ___N/A____ days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within __N/A__ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

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

that the Contractor shall not be required to make any deliveries under this contract after 180 days beyond the expiration date of the contract.

I.6 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract expiration date.

I.7 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (JUL 2013)

a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is not a small business concern under NAICS Code 541990 assigned to contract number EP-W-14-020.

I.8 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

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

(b) The Contractor agrees that it does not, and shall not, maintain or provide for its employees, any segregated facilities at any of its establishments, and that it does not and shall not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

I.9 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (FAR 52.222-40) (DEC 2010)

a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor–Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor–Management Standards Web site at www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.10 SUBCONTRACTS (FAR 52.244-2) (OCT 2010)

(a) Definitions. As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:
N/A

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or

(d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

See Attachment One

I.11 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

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

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

I.12 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (JUL 2013)

(a) Definitions. As used in this clause—

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 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).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

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

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

I.13 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

I.14 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

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

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

I.15 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02)

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

NOTICE TO EMPLOYEES

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

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

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

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

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

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

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

I.16 ADR EXCEPTION TO FAR 52.227-14 AND FAR 52.227-16

ADR Act Exception to FAR 52.227-14 (d)(1)and FAR 52.227-16 (a) and (b) - The Administration Dispute Resolution Act of 1996 (5 USC 574) (ADR Act) prohibits a federal agency from requiring a contractor or subcontractor from disclosing any data or information produced while performing pursuant to the contract on a project that is subject to the confidentiality provisions of the ADR Act. Specific project documents (Task Order Statement of Work or Technical Directive) will identify whether the project falls under the ADR Act.

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

1. Approved Subcontractors and Rates
2. Invoice Preparation Instructions

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP SOL-DC-13-00010 are incorporated in this contract by reference.

[END OF SECTION K]

ATTACHMENT 1

APPROVED SUBCONTRACTORS AND RATES

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ATTACHMENT 2

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

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

(1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.

(3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) **Requisition Number and Date** - leave blank.

(5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the Contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)

(6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.

(7) **Discount Terms** - enter terms of discount, if applicable.

(8) **Payee's Account Number** - this space may be used by the Contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) **Payee's Name and Address** - show the name of the Contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the Contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

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

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

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

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

_____ _____

(Name of Official) (Title)

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

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

INVOICE PREPARATION INSTRUCTIONS
SF 1035

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

(1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.

(2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.

(3) **Schedule Number** - leave blank.

(4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.

(6) **Articles or Services** - insert the contract number as in the Standard Form 1034.

(7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's
Cost Policy and Rate Negotiation Branch.

(9) The **fee** shall be determined in accordance with instructions appearing in the contract.

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

A. SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

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

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

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

Subcontracts - identify the major cost elements for each subcontract.

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

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

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

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

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

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

B. SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

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

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

Subcontracts - identify the major cost elements for each subcontract.

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

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

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

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

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

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

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

RESUBMISSIONS

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

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for Contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract

period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

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

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

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

(1) **Contractor's Name and Address** - show the name of the Contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the Contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.

(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the Contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The Contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

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