AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) — RATING: — PAGE OF PAGES: 1 of 64

2. CONTRACT (Proc. Inst. Ident.) NO: EP-C-16-003

3. EFFECTIVE DATE: 7/1/2016

4. REQUISITION/PURCHASE REQUEST/PROJECT NO: See Schedule

5. ISSUED BY — CODE: CPOD

CPOD
US Environmental Protection Agency
26 West Martin Luther King Drive
Mail Code: NWD
Cincinnati OH 45268

6. ADMINISTERED BY (If other than item 5) — CODE:

7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)

EASTERN RESEARCH GROUP, INC.
Attn: Dickran Babigian
110 HARTWELL AVE STE 1
LEXINGTON MA 02421

CODE: 112947395 — FACILITY CODE:

8. DELIVERY: [ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT:

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN — ITEM:

11. SHIP TO/MARK FOR — CODE: CPOD

CPOD
US Environmental Protection Agency
26 West Martin Luther King Drive
Mail Code: NWD
Cincinnati OH 45268

12. PAYMENT WILL BE MADE BY — CODE: RTP FMC

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

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) ( ) 41 U.S.C. 3304(a) ( )

14. ACCOUNTING AND APPROPRIATION DATA: See Schedule

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				

15G. TOTAL AMOUNT OF CONTRACT: $6,247,943.51

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SOL-CT-16-00012 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or print): David Meyers, President/CEO

20A. NAME OF CONTRACTING OFFICER: Noelle Mills

19B. NAME OF CONTRACTOR — BY: David Meyers (Signature of person authorized to sign)

19C. DATE SIGNED: 06/23/2016

20B. UNITED STATES OF AMERICA — BY: Noelle Mills (Signature of the Contracting Officer)

20C. DATE SIGNED: 6/24/16

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STANDARD FORM 26 (Rev. 3/2013)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

NAME OF OFFEROR OR CONTRACTOR
EASTERN RESEARCH GROUP, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 112947395 Support for Implementation of Municipal Wastewater and Drinking Water Programs Max Expire Date: 06/30/2021 Period of Performance: 07/01/2016 to 06/30/2017				
0001	BASE PERIOD - Contract Ceiling and Funding Requisition No: PR-OW-16-00242, PR-OW-16-00384, PR-OW-16-00399 Accounting Info: 16-17-B-23D50G3-202BD4X15-2505-1623D5E002-001 BFY: 16 EFY: 17 Fund: B Budget Org: 23D50G3 Program (PRC): 202BD4X15 Budget (BOC): 2505 DCN - Line ID: 1623D5E002-001 Funded: $35,699.00 Accounting Info: 16-17-B-23D10K0-202BD4X15-2505-1623D1E008-001 BFY: 16 EFY: 17 Fund: B Budget Org: 23D10K0 Program (PRC): 202BD4X15 Budget (BOC): 2505 DCN - Line ID: 1623D1E008-001 Funded: $500,000.00 Accounting Info: 16-17-B-28H-201B53X28-2505-1628CHH032-001 BFY: 16 EFY: 17 Fund: B Budget Org: 28H Program (PRC): 201B53X28 Budget (BOC): 2505 DCN - Line ID: 1628CHH032-001 Funded: $15,000.00				
0002	BASE PERIOD - LOE hours in accordance with PWS	61000	HR	0.00	0.00
0003	BASE PERIOD - Optional Contract Ceiling and Funding				6,069,430.84
0004	BASE PERIOD - Optional LOE hours in accordance with PWS	61000	HR	0.00	0.00
1001	OPTION PERIOD 1 - Contract Ceiling and Funding				6,378,421.42
1002	OPTION PERIOD 1 - LOE hours in accordance with PWS	61000	HR	0.00	0.00
1003	OPTION PERIOD 1 - Optional Contract Ceiling and Funding				6,196,180.81
1004	OPTION PERIOD 1 - Optional LOE hours in accordance with PWS Continued ...	61000	HR	0.00	0.00

NAME OF OFFEROR OR CONTRACTOR
EASTERN RESEARCH GROUP, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	OPTION PERIOD 2 - Contract Ceiling and Funding				6,512,158.61
2002	OPTION PERIOD 2 - LOE hours in accordance with PWS	61000	HR	0.00	0.00
2003	OPTION PERIOD 2 - Optional Contract Ceiling and Funding				6,326,096.94
2004	OPTION PERIOD 2 - Optional LOE hours in accordance with PWS	61000	HR	0.00	0.00
3001	OPTION PERIOD 3 - Contract Ceiling and Funding				6,649,757.88
3002	OPTION PERIOD 3 - LOE hours in accordance with PWS	61000	HR	0.00	0.00
3003	OPTION PERIOD 3 - Optional Contract Ceiling and Funding				6,459,764.79
3004	OPTION PERIOD 3 - Optional LOE hours in accordance with PWS	61000	HR	0.00	0.00
4001	OPTION PERIOD 4 - Contract Ceiling and Funding				6,790,574.51
4002	OPTION PERIOD 4 - LOE hours in accordance with PWS	61000	HR	0.00	0.00
4003	OPTION PERIOD 4 - Optional Contract Ceiling and Funding				6,596,558.10
4004	OPTION PERIOD 4 - Optional LOE hours in accordance with PWS	61000	HR	0.00	0.00

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SECTION A - Solicitation/Contract Form

A-1 Clauses

There are no clauses in this section.

SECTION B - Supplies or Services/Prices

B-1 Clauses

B-1 EPAAR 1552.211-73 LEVEL OF EFFORT-COST-REIMBURSEMENT TERM CONTRACT. (APR 1984)

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government hereby orders **61,000 direct labor hours** for the base period, which represents the Government's best estimate of the level of effort to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) If the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period ordered, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B-2 EPAAR 1552.211-74 WORK ASSIGNMENTS. (DEC 2014) - ALTERNATE III (DEC 2014)

(a) The contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment may include (1) a numerical designation, (2) approved workplan labor hours or an estimated initial level of effort provided in accordance with 1511.011-74, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin working on a work plan immediately upon receipt of a work assignment. Within 30 calendar days after receipt of a work assignment, the Contractor shall submit 1 copies of a work plan to the Contract-level Contracting Officer's Representative and 1 copies to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate. Within 30 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. The Contractor is not authorized to start work without an approved work plan unless approved by the Contracting Officer or otherwise specified. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest (COI) certification.

Before submitting the COI certification, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief that all actual or potential organizational COIs have been reported to the Contracting Officer, or that to the best of the Contractor's knowledge and belief, no actual or potential organizational COIs exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational COIs to the Contractor. The COI certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential COI arising during performance of this work assignment.

B-3 LOCAL CLAUSES EPA-B-16-102 ESTIMATED COST AND FIXED FEE

(a) The estimated cost of this contract (b)(4)

(b) The fixed fee is (b)(4)

(c) The total estimated cost and fixed fee is **$6,247,943.51**

B-4 LOCAL CLAUSES EPA-B-32-101 LIMITATION OF FUNDS NOTICE

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of (b)(4) is allotted to cover estimated cost. Funding in the amount of (b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through **8/2/2016.**

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EPA-B-16-102), the Limitation of Cost clause shall become applicable.

(c) Recapitulation of Funds will be provided in the applicable modifications.

SECTION C - Description/Specifications

C-1 Clauses

C-1 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JAN 2012)

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

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

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

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

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

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

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

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at *http://epa.gov/docs/irmpoli8/policies/index.html*.

C-2 LOCAL CLAUSES EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement included in Attachment 1. Work will be ordered against the subject Performance Work Statement through Contracting Officer issuance of work assignments.

C-3 LOCAL CLAUSES EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN

The Contractor shall adhere to the procedures set forth in its QMP plan dated April 2016, which is incorporated under Attachment 7.

SECTION D - Packaging and Marking

D-1 Clauses

There are no clauses in this section.

SECTION E - Inspection and Acceptance

E-1 Clauses

E-1 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)

E-2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

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

	Title	Number	Date	Tailoring
[x]	Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	1994	See Below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government and specified under this contract.

A. Pre-Award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

Documentation		Specifications
[x]	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]
[]	Joint Quality Management Plan/Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Management Plans (QA/R-2)[dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R) [dated 03/20/01]
[]	Programmatic Quality Assurance Project Plan For the Entire Program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]
[]	Other Equivalent	

This documentation will be prepared in accordance with the specifications identified above, or equivalent

specifications defined by EPA. The offeror shall describe its plan for covering the costs associated with required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-Award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

C.	Documentation	Specification	Due After
[]	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]	Award of Contract
[]	Joint Quality Management Plan/Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA-R-5) [dated 03/20/02]	Award of contract
[]	Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01	Award of Contract
[]	Programmatic Quality Assurance Project Plan For the entire Program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Award of Contract
[X]	Quality Assurance Project Plan for each Applicable project	EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]	Issuance of statement of work for the applicable project
[]	Project-specific Supplement to Programmatic Quality Assurance Project Plan For each applicable Project.	EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]	Issuance of statement of work for the applicable project
[]	Other Equivalent	[] award of contract	[] issuance of statement of work For the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation. (Note: Statement of Work includes statements of work to perform projects

under work assignments, task orders, delivery orders, etc.)

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

SECTION F - Deliveries or Performance

F-1 Clauses

F-1 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)

F-2 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005.

F-3 EPAAR 1552.211-75 WORKING FILES. (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 the contractor's working files upon request of the Contracting Officer.

F-4 EPAAR 1552.211-78 ADVISORY AND ASSISTANCE SERVICES. (JUL 2015)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) Name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition; (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

F-5 LOCAL CLAUSES EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from effective date of contract award through June 30, 2017 inclusive of all required reports.

SECTION G - Contract Administration Data

G-1 Clauses

G-1 EPAAR 1552.216-74 PAYMENT OF FEE. (MAY 1991)

(a) The term fee in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, Level of Effort-Cost-Reimbursement Term Contract.

G-2 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)

(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 prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides 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.

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

U.S. Environmental Protection Agency

Contract Property Administration Requirements

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. Contract Property Administration (CPAR)

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event

of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is 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:

a. Contract number for which the property is required.

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

c. Certification that no like contractor property exists which could be utilized.

d. A detailed description of the task-related purpose of the property.

e. Explanation of negative impact if property is not provided by the Government.

f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. Records of Government Property.

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the 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.

c. 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.

d. 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 designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of 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 Plant Equipment, Superfund and Special Test Equipment 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. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC
One copy: CO

g. Contractors are required to comply with GSA and DOE 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 CPC.

8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. Identification. The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at http://www.arnet.gov/far/current/html/FormsStandard54.html. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to 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. 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.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. 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 CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted 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 and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, 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 CO, and, if delegated, 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. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element--In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex

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

G-3 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA. (SEP 2009)

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

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

(2) The facts warrant an equitable adjustment.

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

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

(d) The following data will be furnished to the Contractor on or about the time indicated: **In applicable work assignments.**

G-4 LOCAL CLAUSES 1552.232-70 SUBMISSION OF INVOICES (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 12 on the cover of the contract; two copies to the contract level Contracting Officer's Representative (the Contracting Officer's Representative may direct one of these copies to a separate address); and one copy to the Contracting Officer.

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

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified this clause. 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.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting

Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) 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.

(f)(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.

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 REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

_____ (Name of Official) _____ (Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in **Date of Delivery or Service** above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

(1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.

(2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.

(3) **Schedule Number** - leave blank.

(4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.

(6) **Articles or Services** - insert the contract number as in the Standard Form 1034.

(7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.

(9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total 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 - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

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 - identify by trip, the number of travelers, 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.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Consultants - by consultant, detailed supporting schedules of each element of cost.

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 - identify by trip, the number of travelers, 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.

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) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

G-5 LOCAL CLAUSES 1552.242-70 INDIRECT COSTS (APR 1984) (DEVIATION) (JUN 1992)

(a) In accordance with paragraph (d) of the 'Allowable Costs 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(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 Policy and Rate Negotiation Section
Procurement and Contracts Management Division
(PM-214F)
401 M St., S.W.
Washington, D.C. 20460

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

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) 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 Costs 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 established. The established billing rates are currently as follows:

Cost Center: (b)(4)
Period: **Base Period**
Rate: (b)(4)

Cost Center: (b)(4)
Period: **Base Period**
Rate (b)(4)

Cost Center: (b)(4)
Period: **Base Period**
Rate: (b)(4)

Cost Center: (b)(4)
Period: **Base Period**
Rate: (b)(4)

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

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

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

G-6 LOCAL CLAUSES EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

CL-COR: Robert Powell, Phone: 202-564-2108, E-Mail: powell.robert@epa.gov

Alternate CL-COR: Robin Danesi, Phone: 202-564-1846, E-Mail: danesi.robin@epa.gov

Contracting Officials responsible for administering this contract are as follows:

Administrative Contracting Officer: Brad Heath, Phone: 513-487-2352, E-Mail: heath.brad@epa.gov

G-7 LOCAL CLAUSES EPA-G-42-102 AUTHORIZED REPRESENTATIVE OF THE CONTRACT-LEVEL COR

(a) The Work Assignment COR referenced in the Clause entitled "TECHNICAL DIRECTION", is the individual authorized by the Contracting Officer on an individual Work Assignment to:

(1) receive Work Assignment deliverables;

(2) receive copies of monthly progress reports specific to the Work Assignment for which the Work Assignment COR is authorized;

(3) attend meetings with the Contract-Level COR and contractor in order to monitor progress of those Work Assignments for which he/she is cognizant; and

(4) provide technical direction on those Work Assignments subject to the limitations of the above "TECHNICAL DIRECTION" clause.

G-8 LOCAL CLAUSES EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR

The property administrator for this contract is as follows:

Ms. Tina Harrison
harrison.tina@epa.gov
202-564-1095

U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW (M/C 3204R)
Washington, DC 20460

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

SECTION H - Special Contract Requirements

H-1 Clauses

H-1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (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 EPAAR 1552.208-70 PRINTING. (SEP 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 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these 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 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing 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.

(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 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (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 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994) - ALTERNATE I (JAN 2015)

(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 Contracting Officer's Representative 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 Contracting Officer's Representative 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 each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H-5 EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING (APR 2004) ALTERNATE V (HEADQUARTERS SUPPORT) (APR 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 or its subcontractors, during the life of this contract and for a period of two years after the contractor's conclusion of work under this contract, shall be ineligible to enter into any business or financial relationships with entities which would support or affect efforts to contest, oppose, or influence the content of industry effluent limitations and standards, rulemaking, policies, NPDES permits, or guidelines, for which is has provided, is providing, or has work assignments to provide support to the Agency under this contract without the written prior authorization of the cognizant EPA Contracting Officer:

- Entities within the regulated community that discharge processed water or which provide treatment of wastewater or drinking water;
- Entities that develop/manufacture/sell/import water treatment chemicals and/or equipment, to include entities that develop/manufacture/sell/import point-of-use or point-of-entry treatment devices;
- Entities that provide advisory and/or technical services relating to waste minimization, waste management, and wastewater treatment and control for regulated industries;
- Entities that act in a consulting, advisory, or legal capacity with, or for, entities trying to overturn or avoid application of effluent guidelines or regulations within the scope of this work;
- Entities that own, operate, or construct either community or commercial water systems;
- Entities that are developers, suppliers, or manufacturers of pesticides, agricultural chemicals, or products indigenous to animal feed lot operations, regardless of size;
- Entities that own, operate, or construct facilities or products which use water as a coolant for the absorption of heat, regardless of source or purpose, where those waters are not part of a closed system or reduced to steam, but whose used waters are released, discharged, or otherwise returned to aquifers, ground water, or source waters;
- Entities that have current or previous contracts with states or tribes to provide legal, technical, or consulting services related to wastewater management, NPDES permitting, water infrastructure development, or resource planning.

(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 EPAAR 1552.217-71 OPTION TO EXTEND THE TERM OF THE CONTRACT-COST-TYPE CONTRACT. (APR 1984)

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is 61,000 direct labor hours for each additional option period.

(a) The "Period of Performance" clause will be amended to cover a base period and option periods:

Period	Start Date	End Date
Base Period	effective date	6/30/2017
Option Period 1	7/1/2017	6/30/2018
Option Period 2	7/1/2018	6/30/2019
Option Period 3	7/1/2019	6/30/2020
Option Period 4	7/1/2020	6/30/2021

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort
Option Period 1	61,000
Option Period 2	61,000
Option Period 3	61,000
Option Period 4	61,000

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

	Option 1	Option 2	Option 3	Option 4
Estimated cost	(b)(4)			
Fixed fee				
Total CPFF	$6,378,421.42	$6,512,158.61	$6,649,757.88	$6,790,574.51

(d) If the contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows: **Not applicable.**

H-7 EPAAR 1552.217-73 OPTION FOR INCREASED QUANTITY-COST-TYPE CONTRACT. (JUN 1997)

(a) By issuing a contract modification, the Government may increase the estimated level of effort by 61,000 direct

labor hours during the base period, and each option period.

Period	Level of Effort
Base Period	61,000
Option Period 1	61,000
Option Period 2	61,000
Option Period 3	61,000
Option Period 4	61,000

The Government may issue a maximum of 10 orders to increase the level of effort in blocks of 6,100 hours during any given period. The estimated cost and fixed fee of each block of hours is as follows:

	Base Period	Option 1	Option 2	Option 3	Option 4
Estimated cost	(b)(4)				
Fixed fee					
Total CPFF	$606,943.08	$619,618.08	$632,609.69	$645,976.48	$659,655.81

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly.

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows: **Not Applicable.**

H-8 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) - ALTERNATE I (JAN 2015)

(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 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 (d), unless otherwise authorized by the Contracting Officer.

H-9 EPAAR 1552.228-70 INSURANCE LIABILITY TO THIRD PERSONS. (OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile

liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H-10 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (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-11 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (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-12 EPAAR 1552.235-73 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and

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

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

H-13 EPAAR 1552.235-75 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

H-14 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA). (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-15 EPAAR 1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (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-16 EPAAR 1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

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

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

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

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

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

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

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

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

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

DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

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

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

(2) The facts warrant an equitable adjustment.

H-17 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (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 preaward 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-18 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)

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

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

H-19 EPAAR 1552.237-70 CONTRACT PUBLICATION REVIEW PROCEDURES. (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within 5 calendar days after the Contractor's transmittal to the Contracting Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Contracting Officer's Representative, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Contracting Officer's Representative, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H-20 EPAAR 1552.237-71 TECHNICAL DIRECTION. (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's 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's 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's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's 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's Representative, shall be at the contractor's risk.

H-21 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

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

Program Manager PL-4: (b)(4)
Quality Assurance Manager PL-4: (b)(4)
Senior Engineer PL-4: (b)(4)
Senior Scientist PL-4:

(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 will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H-22 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT. (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-23 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 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 5 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 5 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-24 LOCAL CLAUSES EPA-H-03-101 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS. (APR 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to comply with the provisions of this clause.

H-25 LOCAL CLAUSES EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

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.

H-26 LOCAL CLAUSES EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION (APR 2012)

(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.

H-27 LOCAL CLAUSES EPA-H-09-110 CONFLICT OF INTEREST EVALUATION - PEER REVIEWERS AND EXPERT PANELISTS

(a) Prior to selecting expert panelists/peer reviewers, the Contractor shall perform an evaluation to determine the existence of an actual or potential conflict of interest (COI) for each proposed panel member or peer reviewer. The financial and professional information obtained by the Contractor as part of the evaluation to determine the existence of an actual or potential COI is considered private and shall not be disclosed to outside entities except as required by law and/or regulation.

(b) The Contractor shall ensure that proposed expert panelists and peer reviewers will not have an actual or potential COI if they are selected to participate in an expert panel or peer review. When determining if a proposed peer reviewer or expert panelist may have an actual or potential COI, the Contractor shall incorporate the following yes/no questions (1) - (9) and requests for supporting information (10) - (18) into its established process to evaluate and determine the presence of an actual or potential COI:

Conflict of Interest Analysis Questions and Supporting Information

(1) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any of your and/or your spouse's compensated or uncompensated employment, including government service, during the past 24 months? Yes__No__

(2) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any of your and/or your spouse's research support and project funding, including from any government, during the past 24 months? Yes__No__

(3) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any consulting by you and/or your spouse, during the past 24 months? Yes__No__

(4) To the best of your knowledge and belief, is there any connection between the subject chemical or topic and any expert witness activity by you and/or your spouse, during the past 24 months? Yes__No__

(5) To the best of your knowledge and belief, have you, your spouse, or dependent child, held in the past 24 months any financial holdings (excluding well-diversified mutual funds and holdings with a value of less than $15,000) with any connection to the subject chemical or topic? Yes__No__

(6) Have you made any public statements or taken positions on or closely related to the subject chemical or topic under review? Yes__No__

(7) Have you had previous involvement with the development of the document (or review materials) you have been asked to review? Yes__No__

(8) To the best of your knowledge and belief, is there any other information that might reasonably raise a question about an actual or potential personal conflict of interest or bias? Yes__No__

(9) To the best of your knowledge and belief, is there any financial benefit that might be gained by your or your spouse as a result of the outcome of this review? Yes__No__

(10) Compensated and non-compensated employment (for panel member/peer reviewer and spouse): list sources of compensated and uncompensated employment, including government service, for the preceding two years, including a brief description of the work.

(11) Research Funding (for panel member/peer reviewer): list sources of research support and project funding, including from any government, for the preceding two years for which the panel member/peer reviewer served as the Principal Investigator, Significant Collaborator, Project Manager or Director. For the panel member/peer reviewer's spouse, provide a general description of the spouse's research and project activities for the preceding two years.

(12) Consulting (for panel member/peer reviewer): list all compensated consulting activities during the preceding two years, including the names of the clients if compensation provided 15% or more of your annual compensation. For the panel member's spouse, provide a general description of the spouse's consulting activities for the preceding two years.

(13) Expert witness activities (for panel member/peer reviewer): list the sources of compensated expert witness activities and a brief description of each issue and your testimony. For the panel member/peer reviewer's spouse, provide a general description of the spouse's expert testimony provided in the preceding two years.

(14) Assets: Stocks, Bonds, Real Estate, Business, Patents, Trademarks, and Royalties (for panel member/peer reviewer, spouse, and dependent children): list specific financial holdings that collectively had a fair market value greater than $15,000 at any time during the preceding 24-month period (excluding well-diversified mutual funds, money market funds, treasury bonds and personal residence).

(15) Liabilities (for panel member/peer reviewer, spouse, and dependent children): list liabilities over $10,000 owed at any time in the preceding twelve months (excluding a mortgage on your personal residence, home equity loans, automobile and consumer loans).

(16) Public Statements: Provide a brief description of any public statement and/or positions taken that are closely related to the matter under review by the panel member.

(17) Involvement with document under review: Provide a brief description of any previous involvement of the panel member in the development of the document (or review materials) the individual has been asked to review.

(18) Other potentially relevant information: Provide a brief description of any other information that might reasonably raise a question about actual or potential personal conflict of interest or bias.

H-28 LOCAL CLAUSES EPA-H-11-108 SURVEY MANAGEMENT HANDBOOK

This contract will involve statistical surveys, data collection, using questionnaires, or statistical analysis of survey data. In performance of such tasks, the contractor shall follow the procedures set forth in the EPA's handbook on survey management, which can be found at the following web site:

http://nepis.epa.gov/Exe/ZyNET.exe/P1005GNB.TXT?ZyActionD=ZyDocument&Client=EPA&Index=2000+Thru+2005&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C00thru05%5CTxt%5C00000022%5CP1005GNB.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=p%7Cf&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL

H-29 LOCAL CLAUSES EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

H-30 LOCAL CLAUSES EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

H-31 LOCAL CLAUSES EPA-H-27-102 CONFIDENTIALITY OF INFORMATION

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

H-32 LOCAL CLAUSES EPA-H-27-103 APPLICATION OF RIGHTS IN DATA - SPECIAL WORKS CLAUSE

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other work assignments or task orders specifically identified by the Contracting Officer.

H-33 LOCAL CLAUSES EPA-H-28-102 MINIMUM INSURANCE REQUIREMENTS

As described in FAR 52.228-7, the following are the minimum amounts of insurance required under the contract:

Workers compensation and employer's liability: $1,000,000

Comprehensive general liability: $1,000,000

Comprehensive automobile liability: $1,000,000

H-34 LOCAL CLAUSES EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

H-35 LOCAL CLAUSES EPA-H-31-105 APPROVAL OF TRAINING

(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: **To be identified in applicable work assignments.**

(2) Description of circumstances necessitating the training: **To be identified in applicable work assignments.**

(3) Estimated cost: **To be identified in applicable work assignments.**

(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-36 LOCAL CLAUSES EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

H-37 LOCAL CLAUSES EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

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

SECTION I - Contract Clauses

I-1 Clauses

I-1 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-2 FAR 52.203-3 GRATUITIES. (APR 1984)

I-3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I-4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I-5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

I-6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I-9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

I-10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (OCT 2015)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from:

EPA Office of Inspector General
ATTN: OIG Hotline (2443)
1200 Pennsylvania Avenue, NW

Washington, DC 20460

or by calling (202) 260-5113

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5.5 million, except when the subcontract-

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

I-11 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

I-12 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I-13 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

I-14 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2015)

I-15 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (JUL 2013)

I-16 FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (JAN 2014)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at *www.sam.gov*. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

I-17 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

I-18 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)

I-19 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

I-20 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)

I-21 FAR 52.210-1 MARKET RESEARCH. (APR 2011)

I-22 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

I-23 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I-24 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (AUG 2011)

I-25 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

I-26 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)

I-27 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)

I-28 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

I-29 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010) - ALT IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide information described below: See Attachment 7, Cost Proposal Instructions.

I-30 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)

I-31 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)

I-32 FAR 52.216-8 FIXED FEE. (JUN 2011)

I-33 FAR 52.217-8 OPTION TO EXTEND SERVICES. (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 before the end of the performance period.

I-34 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (OCT 2014)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) *Evaluation preference*. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) *Waiver of evaluation preference*. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offeror elects to waive the evaluation preference.

(d) *Agreement*. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds $25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

I-35 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2014)

I-36 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (OCT 2015) - ALTERNATE II (OCT 2001)

I-37 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)

I-38 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (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 rerepresentation 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 541620 assigned to contract number EP-C-16-003.

I-39 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

I-40 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-41 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

I-42 FAR 52.222-26 EQUAL OPPORTUNITY. (APR 2015)

I-43 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

I-44 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

I-45 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)

I-46 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I-47 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)

I-48 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)

I-49 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)

I-50 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I-51 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to EPA Contracting Officer.

I-52 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)

I-53 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-54 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-55 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

I-56 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

I-57 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)

I-58 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE III (DEC 2007)

I-59 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

I-60 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

I-61 FAR 52.230-2 COST ACCOUNTING STANDARDS. (OCT 2015)

I-62 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)

I-63 FAR 52.232-17 INTEREST. (MAY 2014)

I-64 FAR 52.232-20 LIMITATION OF COST. (APR 1984)

I-65 FAR 52.232-22 LIMITATION OF FUNDS. (APR 1984)

I-66 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

I-67 FAR 52.232-25 PROMPT PAYMENT. (JUL 2013) - ALTERNATE I (FEB 2002)

I-68 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

I-69 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-70 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

I-71 FAR 52.233-1 DISPUTES. (MAY 2014) - ALTERNATE I (DEC 1991)

I-72 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)

I-73 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-74 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

I-75 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)

I-76 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)

I-77 FAR 52.242-13 BANKRUPTCY. (JUL 1995)

I-78 FAR 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE I (APR 1984)

I-79 FAR 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)

(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) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) 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/consultants, which were evaluated during negotiations:

(b)(4)

I-80 FAR 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

I-81 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (FEB 2016)

I-82 FAR 52.245-1 GOVERNMENT PROPERTY. (APR 2012)

I-83 FAR 52.245-9 USE AND CHARGES (APR 2012)

I-84 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I-85 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. **EP-C-16-003**. This may be confirmed by contacting the EPA Contracting Officer.

I-86 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

U.S. Environmental Protection Agency
Cincinnati Procurement Operations Division
Brad Heath, Administrative Contracting Officer
26 W. Martin Luther King Drive
Mail Stop: NWD-001
Cincinnati, Ohio 45268-0001

I-87 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)

I-88 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I-89 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations available at https://www.acquisition.gov/?q=/browse/far/52

A copy of the EPA Acquisition Regulations (EPAAR) can be obtained at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

I-90 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (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 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I-91 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Number of Pages
1	Performance Work Statement	28
2	Reports of Work	2
3	Contractor's Organizational Conflict of Interest Plan	15
4	Definition of Labor Classifications	2
5	Quality Assurance Surveillance Plan	3
6	Contractor’s Small Business Subcontracting Plan	10
7	Contractor’s QMP	141

SECTION K - Representations, Certifications, and Other Statements of Bidders

K-1 Reference Statement

The Representation, Certification, and other Statements of Offerors completed by the contractor as part of the response to the RFP SOL-CI-16-00012 are incorporated into this contract by reference.

PERFORMANCE WORK STATEMENT
TECHNICAL AND ADMINISTRATIVE PROGRAM SUPPORT FOR THE OFFICE OF WASTEWATER MANAGEMENT (OWM)

1.0 PURPOSE

The purpose of this contract is to provide environment consulting support services to the United States Environmental Protection Agency (EPA), Office of Water (OW), Office of Wastewater Management (OWM), Water Permits Division (WPD), in amending, developing, and implementing National Pollutant Discharge Elimination System (NPDES) permits and Clean Water Act (CWA) regulations. Technical support is expected to include professional program managers, engineers, scientists, information specialists, statisticians, and administrative services with experience in NPDES permitting and CWA regulations, as well as experience and best practices to help make municipal wastewater treatment facilities more efficient and sustainable. The majority of the work emphasizes requirements related to work in the United States Environmental Protection Agency (EPA) Office of Water; however, this work may be available for use by other organizations within the EPA subject to capacity and permission. All work required under this contract shall be defined in written work assignments issued by the EPA Contracting Officer (CO). The Contracting Officer Representative (COR) will review all of the contractor analyses.

2.0 BACKGROUND

Under the CWA, the OWM works in partnership with EPA Regions, States, and Tribes to regulate discharges, as defined under the Act, into applicable surface waters, such as wetlands, lakes, rivers, estuaries, bays, and oceans. Typically, OWM focuses on water that collects in discrete conveyances or point sources, to include water that collects in pipes, ditches, and sanitary or storm sewers. This methodology of analyzing identifiable point sources within a defined watershed is intended to maximize continuity in solutions to address all pollution problems within a definitive geographic area. A Watershed-based National Pollutant Discharge Elimination System (NPDES) targets point sources of pollution, natural or otherwise, and it is a basis to qualify and measure alternatives through the development of environmentally sound permits for multiple point sources located within a watershed to effectively meet water quality standards.

In addition, the OWM requires support in the direction and promotion of the programs conducted under the Clean Water State Revolving Fund, the largest single water quality-funding source. The Clean Water State Revolving Fund focuses on funding wastewater treatment systems, nonpoint source projects, and estuary protection. To meet these mission requirements, the OWM requires vital technical and administrative support services to quantify and extend the base of knowledge and specialized expertise necessary for decision-makers to fulfill their statutory responsibilities.

This Performance Work Statement (PWS) shall present the scope of those areas of support and the technical experience required of the contractor. In accordance with the contract clause Work Assignments (EPAAR 1552.211-74), the details and specifics of the Government's requirements

shall be particularized to individual work assignments issued during the performance periods of this contract. The contractor shall provide professional services in accordance with all applicable federal, state, and local laws and regulations.

The contractor's support services under this PWS will parallel the OWM's program responsibilities under the CWA and the Safe Drinking Water Act (SDWA), to include services in support for the NPDES, both municipal and industrial, concentrating on discharges from storm water, sewer system overflows, construction, commercial vessels, and animal feeding operations. In addition, the contractor shall provide support services for EPA actions pursuant the CWA, Section 316 [cooling water intake], the National Pretreatment Program, the Clean Water Act State Revolving Loan Fund, the Safe Drinking Water Act State Revolving Fund, and the National Biosolids Program.

The contractor shall provide technical support associated with amending, developing, and implementing NPDES permits and CWA regulations for the OW. The following provides a background on some of the CWA requirements that must be considered in NPDES permitting.

The CWA prohibits the discharge of a pollutant by any person, except in compliance with specified statutory sections, including sections 402 and 404 of the Act. Section 402 authorizes the EPA to issue NPDES permits that restrict and condition pollutant discharges in conformance with specific CWA provisions. The NPDES permitting process is initiated with the submittal of a permit application and, in general, permits must be renewed every five years. Under the NPDES regulations, the EPA has developed eight individual permit application forms (each permit also has a Notice of Intent to be covered under a general permit). Section 404 authorizes the EPA to develop guidelines governing conditions in Section 404 permits issued by the Army Corps of Engineers, and also to prohibit certain specifications as outlined in those permits.

Under the CWA, States and Tribes can obtain authorization to administer the NPDES permit program, provided the State program is at least as stringent as the federal program. To date, 46 States and the Virgin Islands have obtained authorizations. Likewise, states can obtain authorization to administer parts of the Section 404 permit program; to date, two States have obtained such authorization. When the existing regulations are revised, the authorized States are responsible for amending their own regulations and legal authorities, where necessary, to ensure their programs continue to be at least as stringent as the federal program. These States are responsible for developing and administering their own NPDES and Section 404 permit application forms.

Effluent limitations serve as the primary mechanism in NPDES permits for controlling discharges of pollutants to receiving waters. When developing effluent limitations for an NPDES permit, a permit writer must consider limits based on both the technology available to control the pollutants (i.e., technology-based effluent limits) and limits that are protective of the water quality standards of the receiving water (i.e., water quality-based effluent limits).

The CWA directs the EPA to develop national technology-based regulations limiting the release of contaminants from industrial processes to the nation's waterways. These national technology-based regulations, called effluent limitations guidelines (ELGs), pretreatment standards, and new source performance standards, apply to existing and new industrial processes that release water directly to surface waters (direct dischargers), as well as to facilities that release water to

municipal waste water treatment plants (indirect dischargers). Effluent limitations guidelines, pretreatment standards, and new source performance standards are implemented and are enforceable through NPDES permits issued to industrial facilities.
See http://water.epa.gov/scitech/wastetech/guide/index.cfm for additional information on ELGs.

As required by the CWA, Sections 304 and 307, the EPA periodically reviews existing regulations and identifies new industrial processes that are not covered by national regulations. The EPA publishes the results of these reviews in a biennial National Strategy Plan ("the Effluent Guidelines Plan") that the public has the opportunity to comment on. Based on public comment, the EPA then conducts studies and develops effluent limitations guidelines, pretreatment standards, and new source performance standards for selected industries or revises existing regulations. These technology-based regulations are then used when establishing limits in NPDES permits. See http://water.epa.gov/lawsregs/lawsguidance/cwa/304m/ for more information on these activities.

In addition, and as required by the CWA, permit writers must also consider the potential impact of every proposed surface water discharge on the quality of the receiving water. A permit writer may find that technology-based effluent limits are not sufficient to ensure those water quality standards. In those cases, the CWA (section 303(b)(1)(c)) and the NPDES regulations (40 CFR 122.44(d)) require that the permit writer develop more stringent, water quality-based effluent limits designed to ensure that water quality standards are attained. See Chapter 6 of the U.S. EPA NPDES Permit Writer's Manual for more information on water quality-based permit limits http://www.epa.gov/npdes/npdes-permit-writers-manual-0.

In addition, activities that take place at industrial facilities, such as material handling and storage, are often exposed to the weather. As runoff from rain or snowmelt comes into contact with these activities, it can pick up pollutants and transport them to a nearby storm sewer system or directly to a river, lake, or coastal water. To minimize the impact of stormwater discharges from industrial facilities, the NPDES program includes an industrial stormwater permitting component that covers 10 categories of industrial activity that require authorization under an NPDES industrial stormwater permit for stormwater discharges. All but five states are authorized to implement the Stormwater NPDES permitting program. Therefore, the vast majority of industrial facilities will need to obtain NPDES permit coverage through their state. For industrial facilities located in areas where the EPA is the permitting authority, coverage is available under the Multi-Sector General Permit (MSGP).

Finally, in order to develop and implement NPDES permits and CWA regulations, the EPA fosters the use of innovative technology to enhance clean water.

3.0 GENERAL REQUIREMENTS

The majority of the technical support and services that the contractor will be tasked to provide include:

3.1 NATIONAL PROGRAM DEVELOPMENT AND OVERSIGHT

3.1.1 Program Development

The CWA provides the EPA the authority to develop and administer the NPDES program. The CWA also provides for the EPA to authorize States and Tribes to administer their own indigenous programs. The contractor shall support the EPA in rendering assistance to States, Tribes, and local authorities in the development and implementation of individual water quality programs. Support shall primarily consist of collecting, compiling, and analyzing data and information from the files, records, and databases of the EPA, States, Tribes, local authorities, and treatment facilities. The contractor may be required to provide recommendations, options, or analyses in reports and presentations; however, all decisions and policy direction shall be the sole responsibility of the EPA. In all instances, the contractor shall ensure that all of its employees (including subcontractors/consultants) appropriately identify themselves as contractor personnel to prevent any misidentification or the appearance that they are EPA or Government personnel.

Program development services shall require the contractor to perform the following tasks:

3.1.2 Collect, compile, analyze, and present data and information that will be used by the EPA in developing, implementing, and monitoring NPDES program activities. Support to the EPA shall include: developing draft model permit language, conducting research for guidance and resource model development, assessing management plans, and reviewing state and tribal program documentation. The contractor shall also interview state and tribal authorities to organize and address technical issues from public comments and objections. The contractor shall draft memoranda of understanding (MOU); and assess Agency enforcement procedures.

3.1.3 Collect, compile, analyze, and summarize data and information that will be used in the EPA's review of State, Tribal, and local program proposals, including program submittals, program reviews, program modifications, and program withdrawals. Support to the EPA shall include reviewing proposals for completeness; reviewing State authorities; assessing State issued guidance; organizing and addressing technical issues from public comments and objections; drafting memoranda of understanding (MOU); and assessing State enforcement procedures.

3.1.4 Program Oversight - Permitting for Environmental Results

The contractor shall provide implementation and support for the NPDES program to improve State/Tribal participation and responsiveness, address permit issuance backlogs, reduce petitions and lawsuits seeking program withdrawal, and provide recommendations to improve water quality despite declining State resources for program administration. At the same time, implementation of the NPDES program is becoming more complex with the addition of new program elements (e.g., TMDLs, storm water Phase II, AFOs, and new effluent guidelines). The contractor shall support the EPA's assessment of the health, effectiveness, and compliance of Regional and authorized State programs, and development of a system to monitor and correct identified deficiencies in participant programs. In addition, the contractor shall:

3.1.5 Collect, compile, analyze, and summarize data and information that will be used by the EPA to evaluate the effectiveness and compliance of State and Tribal programs with federal requirements. Support services shall include: conducting program audits and reviews, reviewing State permits and permit issuance authority, reviewing performance data, conducting field sampling and laboratory analyses, chemical and biological monitoring, monitoring and assessing permittees' use and application of Best Available Technology (BAT), Best Conventional Technology (BCT), Maximum Extent Practicable (MEP), and Water Quality Standards (WQS), Total Maximum Daily Load (TMDL) implementation and other effluent limitation standards.

3.1.6 Collect and analyze federal, State, and local public records for performance data in support of EPA audits and inspections of State and Tribal NPDES programs. In support of EPA efforts to improve the performance of State and local programs, the contractor shall review federal, State, and local public records, and highlight differences between them and the EPA's model NPDES programs.

3.1.7 Collect, compile, review, and analyze information needed to assess the quality of EPA and State/Tribal issued permits. Such reviews will include the permit document and related fact sheet, response to comments, and administrative record.

3.1.8 Assist the EPA and States or Tribes to assess program efficiencies and develop program enhancement tools. Activities shall include assessments of program options, review of program procedures, workload models for program analysis, or any other information gathering or analysis needed to assist in outlining or implementing options for EPA or State program capacity building, including, but not limited to, compiling and disseminating program ideas or information.

3.2 SUPPORT TO EXPANDED PROGRAM AUTHORITY UNDER THE CLEAN WATER AND SAFE DRINKING WATER ACTS

3.2.1 Statutory Requirements, Regulatory Authority, and New Program Initiatives

The contractor shall perform technical and administrative tasks in support of the OWM's assessment and implementation of expanded program authority that result from legislative mandates, and new program initiatives. The contractor's support shall include conducting analyses, developing strategies and options, drafting guidance and procedural documents; conducting pilot-studies statistical computation; economic and financial analyses; resource assessments; and management models.

3.2.2 Legislative Analysis

The contractor shall analyze newly proposed and expanded programmatic authority and initiatives to assess environmental benefits and potential impacts on Agency resources. Support shall include: collecting information and conducting cost/benefit analyses; conducting Regulatory Impact Analyses (RIAs) and regulatory flexibility assessments; developing Information Collection Request (ICR) documents; assessing environmental

equity issues on small business impacts; evaluating "green" practices, and responding to technical comments on proposed new regulations.

3.2.3 Strategic Development

The contractor shall develop recommendation and options for EPA decision-making on efficient and effective methods for implementing program expansion and new initiatives. This shall include developing programmatic resource models; developing options for reducing procedural and paperwork burdens; assessing the effects of new and/or expanded regulations on program requirements, and surveying customers and stakeholders.

3.1.4 Implementation

The contractor shall provide technical and administrative support, to include options, analysis, recommendations, and materials necessary to effectively implement and manage expended program options or responsibilities. This will include developing guidance and technical assistance promoting stakeholders' capacity building, including, but not limited to, the compilation of reports, brochures, electronic media, or other modes of communication most appropriate to compile, assess, and disseminate program ideas or information.

3.3 WATER PROGRAM RULEMAKING

3.3.1 Regulatory, Policy, Strategy, and Guidance Development

During the period of performance of this contract, the OWM anticipates the development of several new rules. Currently, new rule-makings include stormwater, animal feeding operations, water transfers, and mountain top mining. In addition, the contractor shall support rulemaking activities targeting improvement of Chesapeake Bay water quality. The contractor shall provide multi-disciplinary expertise for technical and administrative support for these activities by collecting, compiling, analyzing, and presenting data and information for the EPA's consideration in its regulatory decision-making. Typical outputs that the contractor shall produce include analyses, technical reports, papers, and studies. Accordingly, the contractor shall perform the following tasks:

3.3.2 Collect, compile, analyze, and present data and information in support of the EPA's development and assessment of regulation, policy, strategy, and guidance.

3.3.3 Evaluate and provide recommendations and options on regulatory alternatives for EPA consideration. Alternatives to regulations may include pollutant trading, best management practices, pollutant management plans, voluntary compliance activities, and pollution prevention.

3.3.4 Assess and report impacts of congressionally mandated legislation and other changes to relevant environmental policies on EPA and State programs.

3.3.5 Conduct cost/benefit analyses on the effects of proposed and final rule making on the private sector and the public. This includes supporting analyses such as those required for Regulatory Flexibility Act (RFA), the Small Business Regulatory Enforcement Fairness Act (SBREFA), the Unfunded Mandate Reform Act (UMRA), and others required by Presidential order.

3.3.6 Compile and organize public comments and other input on newly proposed, draft, and final regulations, policy, guidance, strategy, and technical documents, and develop responses to technical issues identified by the EPA.

3.3.7 Collect, compile, analyze, and present data and information for use in endangered species reviews, environmental assessments, and environmental impact statements developed by permittees. These reviews, assessments, and implementation statements will be in response to requirements under various environmental laws such as the National Environmental Policy Act (NEPA), Endangered Species Act (ESA), and National Historic Preservation Act (NHPA).

3.3.8 Research, analyze, and report findings on technical issues identified by the EPA in support of task forces, work groups, panels, and advisory committees involved in regulatory, policy, strategy, and guidance development.

3.3.9 Collect, compile, analyze, and provide data and information in support of the EPA's preparation of reports to Congress.

3.3.10 Compare State and Tribal strategies, regulations, policies, and guidance with those of the EPA and other federal agencies and report on the similarities and differences.

3.3.11 Collect, compile, and analyze information in accordance with the Office of Management and Budget (OMB), the Paperwork Reduction Act (PRA), and ICR requirements, and develop burden estimates and draft ICR documents.

3.3.12 Collect, compile, analyze, and present data and information that can be used to measure programmatic performance in accordance with the Government Performance and Results Act (GPRA) and other Congressional and Agency mandated performance initiatives.

3.3.13 Conduct program assessments, technology assessments, and special studies and report on the effectiveness of the EPA's regulatory and management efforts on water quality improvements, prevention of water quality degradation, and pollutant load reductions.

3.3.14 Collect and compile information in support of the EPA's development of guidance for implementation of water quality standards (including use attainability analyses), water quality-based permitting, technology-based permitting, and water program integration.

3.3.15 Wet Weather Integration

The contractor shall assess and report the impact of "wet weather" discharges, being overflows from sewer systems, peak flows from wastewater treatment plants, and runoff from pavement, construction sites, and agricultural operations that commonly occur due to heavy rainfall or snowmelt. Integration of the impact and appropriate consideration of the systemic basis contributing to a wet weather discharge is important to ensure effective watershed management. The contractor shall assess, analyze, and recommend innovative and efficient solutions for permitting wet weather point sources to control or minimize identified factors that will result in improved water quality. Wet weather discharges may be physically or hydraulically interconnected so that controlling one source may adversely impact or create another discharge elsewhere in the water system. The contractor shall provide assessments of 'wet weather" point discharges to determine the effectiveness of point source control, and how commonalities between discharge sites may be identified and incorporated into a more efficient, comprehensive management plan sufficient to improve water quality while minimizing redundancy and cost.

3.3.16 Concentrated Animal Feeding Operations

The contractor shall assess, identify, and report the impact of Animal Feeding Operations (AFOs), where animals are kept and raised in confined spaces, which generally entails the congregation of animals, feed, manure, dead animals, and production operations on a small land area. Under such circumstances, concentrations of animal waste and wastewater can contaminate source waters from spills or breaks of waste storage structures (due to accidents or excessive rain), and non-agricultural application of manure to crop land. The contractor shall analyze and prepare reports concerning AFOs that meet the regulatory definition of a "concentrated animal feeding operation" (CAFO), and their potential for regulation under the NPDES permitting program.

3.3.17 Watershed Permitting

Watershed-based NPDES permitting is aimed at achieving new efficiencies and environmental results through support of a holistic watershed approach to water quality management. The contactor shall assess, study, and identify efficiencies and opportunities where watershed-based NPDES permitting would consider the conditions of the entire watershed and address diverse sources (such as storm water, CAFOs, etc.) within the watershed to effect a multi-point solution, as opposed to a single point source solution, resulting in watershed-wide improvement in water quality.

3.3.18 Water Quality Trading

Within the watershed framework, water quality trading is a market-based approach to improve and preserve water quality. Trading can achieve water quality goals with greater efficiency by allowing one source to meet its regulatory obligations by using pollutant reductions created by another source that has lower pollution control costs. The contractor shall assess, evaluate, and report opportunities for water quality trading which positively impacts regulatory compliance.

3.3.19 Pesticides

The contractor shall provide reports, studies, and analysis as to the practicality and development of a NPDES General Permit for the Application of Pesticides to Waters of the U.S.

3.3.20 Vessel Discharge

The contractor shall assess, analyze, and report significant environmental impacts to coastal, ocean ecosystems, and the Great Lakes resulting from the discharge of multiple types of pollution from commercial vessels. Ballast water, in particular, is a major contributor for the introduction of non-indigenous aquatic species. Pollution from commercial vessels may include gray water, bilgewater, blackwater (sewage), ballast water, anti-fouling paints (and their leachate), hazardous materials, garbage, and other wastes.

3.3.21 Climate Change

The contractor shall research, assess, and analyze methodologies and technologies that have a significant impact on reducing greenhouse gas emissions and greenhouse gas intensity. The EPA has many current initiatives that encourage voluntary reductions from a variety of stakeholders. Initiatives, such as ENERGY STAR, Climate Leaders, and the Methane Voluntary Programs, encourage voluntary emission reductions from large corporations, consumers, industrial and commercial buildings, and throughout the industrial sector. The contractor shall provide analysis and documentary support promoting voluntary action by participant groups to achieve recommended reductions.

3.4 TECHNICAL AND ADMINISTRATIVE PROGRAM SUPPORT

3.4.1 Technical Support

The contractor shall provide technical expertise and administrative support to a broad cross section of OWM programs. The contractor shall provide personnel that can draw from an equally broad range of science and engineering disciplines. The contractor shall use sound science and engineering practices to produce studies, reports, analyses, technical papers, recommendations, and option papers that are clear, concise, and factual. The contractor shall describe and document its data and information gathering activities, clearly analyzing, and accurately interpreting the data and information collected. The contractor shall clearly explain any assumptions made, indicating sources used and not used, as well as clearly explaining any methodological choices made, both conceptually and in data selection. Accordingly, the contractor shall:

3.4.2 Collect, organize, analyze, and present technical information, cost data, and other information from literature, trade and professional organizations, universities, and reputable sources, with regard to the effects of nutrients, pathogens, chemicals, heavy metals, antibiotics, hormones, pesticides, biocides, and other micro-pollutants and contaminants, and their impact on wastewater treatment processes, biosolids processes (and their disposal), and surface waters, to include analysis of any resultant impact on

aquatic life, habitat, or human health.

3.4.3 Collect, organize, analyze, and present design, operations, maintenance, cost data, and pertinent information from literature, trade and professional organizations, universities, and other authoritative sources regarding the potential for utilization of renewable energy technologies, such as enhanced digestion, bio-fuel, wind power, or solar power for the treatment and disposal of wastewater and biosolids.

3.4.4 Provide technical support for the development or evaluation of technical assessments, technical guidance, management practices, case studies, fact sheets, technical reports, and other technical documents relevant to the design, operation, maintenance, cost of collection, treatment, and disposal of wastewater and biosolids.

3.4.5 Collect, analyze, and present data and other information on costs, cost benefits, and/or cost effectiveness for the collection and treatment of wastewater, management and disposal of biosolids, water conservation, reutilization, energy conservation, and energy management.

3.4.6 Collect, organize, analyze, and present design, operations, maintenance, cost data, and other information from literature, trade and professional organizations, universities, and other credible sources regarding water conservation and best management practices.

3.4.7 Collect and analyze ambient water and effluent samples for information and data regarding the effect of chemicals and whole effluent toxicity on point source discharges on surface water quality.

3.4.8 Coordinate, conduct, and present the results from "peer review" of technical documents in accordance with established Agency guidance and procedures. See: http://www.epa.gov/osa/peer-review-handbook-4th-edition-2015-0.

3.4.9 Coordinate, conduct, and document quality management of technical documents and information collection procedures in accordance with established Agency Quality Management (QM) and Information Quality Guidelines (IQG) procedures.

3.4.10 Collect, compile, and present data and information on research efforts, case studies, technology evaluations, industry trends, and innovative technologies related to wastewater discharges and cooling water intakes.

3.4.11 Collect and compile data and information that will be used by the EPA to evaluate the environmental impacts of wastewater discharges and septage on groundwater and watershed water quality.

3.4.12 Develop, exhibit, and utilize water quality models that demonstrate the potential impacts of wastewater discharges and septic waters on surface waters and ground water quality.

3.4.13 Develop, exhibit, document, and utilize biological monitoring models that demonstrate the potential impacts of cooling water intake structures.

3.4.14 Collect, compile, analyze, and present data and information on the potential impacts of other identified contaminants on OWM programs covered under this PWS. This will also include analyses, assessments, and documentation of the effects of proposed and/or existing environmental statutes and regulations, e.g., the CWA, the Clean Air Act (CAA), the Resource Recovery and Conservation Act (RCRA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and others, on OWM program areas.

3.4.15 Collect, compile, analyze, and present data and information to support the EPA's development of model permit language, including support for personal computer (PC) based automation of the permit writing process.

3.4.16 Conduct studies and economic assessments of "green" infrastructure benefits and impacts on energy saving, job creation, and climate change.

3.4.17 Collect, compile, analyze, and present data and information to support the EPA's development of "mining source books" which will serve as guidance to the mining industry on the informational needs and processes involved in permitting mining activities.

3.4.18 Assess the efficiency of the EPA's programmatic administrative processes for activities such as notices of intent, municipal applications, reporting, and required certifications.

3.4.19 Provide technical support for the development or evaluation of design, operation, and maintenance criteria, guidance, and management practices for both point and nonpoint controls for centralized and decentralized wastewater treatment and collection systems, watershed management, septage management, and biosolids treatment.

3.4.20 Evaluate new, as well as existing, design, operation, and maintenance performance data for both point and nonpoint controls for centralized and decentralized wastewater treatment systems, septic material disposal, and biosolids treatment systems, including actual utilization and disposal technologies.

3.4.21 Evaluate, identify, and report improved procedures for reducing vector attraction reduction.

3.4.22 Evaluate, identify, and report problems regarding design and construction, operation and maintenance practices, corrosion protection methods, and rehabilitation techniques for separate sanitary sewers, combined sewers, service laterals, exfiltration, infiltration and inflow (I/I) analysis, monitoring, and modeling methodologies.

3.4.23 Study and evaluate the design, operation, and performance of constructed and natural wetlands for water quality improvement.

3.4.24 Evaluate procedures for detecting chemical, biological, and radiological (CBR) agents in collection systems or in wastewater treatment plants.

3.4.25 Evaluate, identify, and report the impacts of chemical, biological, and radiological agents on wastewater treatment processes, and the identification of more effective processes for removing CBR agents from wastewater for disposal.

3.4.26 Develop cost effective protocols for treating chemical, biological, and radiological contaminated wastewater.

3.4.27 The contractor shall determine and report the assess cost, cost-to-cost test, or cost-to-benefits test as it applies to the 316(b) Rule.

3.4.28 The contractor shall conduct on-site inspections and evaluations of State and Tribal assistance grantees for compliance with their grants.

3.4.29 Provide technical support through the use of spatial data and spatial analysis technologies, including Geographic Information Systems (GIS) to produce maps and models for analysis and study.

3.5 NPDES PERMIT SUPPORT

The contractor shall provide support and technical assistance in the research and development of new, innovative permitting tools and approaches, sufficient to address complex or emerging water quality permitting issues, such as CWA Section 316 (a) and (b) permits with complex effluent guidelines, watershed permits with water quality trading and agricultural nutrients, and general permits that incorporate TMDLs and alternative technologies for CAFOs and mining. The contractor shall provide data support and analysis through the permitting process, to include analysis, and the preparation of position papers and options in support of enforcement actions and for consideration in implementing a Water Use Efficiency Strategy.

3.5.1 Provide recommendations to develop information technology solutions designed to efficiently and systematically manage data and provide reports required to support the work covered by this PWS.

3.5.2 Develop and update user guidance and other instructional materials for EPA software applications, i.e., Word, Excel, Microsoft access.

3.5.3 Recommend electronic forms and applications for transmission of data required by programs covered by the PWS.

3.5.4 Compile and organize (electronic and/or paper) files for use as program/administrative records, and design methods for maintaining up-to-date information.

3.5.5 Develop and maintain (electronic and/or paper) mailing lists of program stakeholders.

3.5.6 Distribute materials and program information to Regions, States, publicly owned treatment works (POTWs), private businesses, industries, and the public using mass mailing and/or electronic transmission.

3.5.7 Recommend statistical analysis systems and/or software applications to analyze data required by programs covered by the PWS.

3.5.8 Transcribe verbal comments, and catalog, index, and summarize public comments in support of implementing a Water Use Efficiency Strategy.

3.6 POLLUTION PREVENTION

3.6.1 The contractor shall develop and analyze options to integrate pollution prevention methodologies and other sustainable practices into wastewater treatment facility operations. To perform this task, the contractor shall collect and compile information on pollution prevention technologies, EPA and industry supported wastewater utility management practices, and other pertinent information, including energy and water efficiency practices, and "other media" impacts on energy and water use efficiencies.

3.6.2 The contractor shall collect, compile, analyze, and present data in written technical reports and summaries pertaining to pollution prevention activities and their relationship to the environmental effectiveness of OWM programs.

3.7 INFORMATION MANAGEMENT

To effectively perform the work outlined in this PWS, the contractor shall recommend tools and applications sufficient to manage the large volume of data and information that shall be collected under this PWS. This task is common to all program areas covered by this PWS. The contractor will not be required to develop information management systems, but will be tasked to recommend designed, developed, and maintained accessible software applications that operate in accordance with the EPA's requirements for information technology. See the EPAAR clause 1552.211-79 "Compliance with EPA Policies for Information Resources Management" (JAN 2012)."

OUTREACH

Outreach is the methodology by which the EPA informs and educates its program partners, stakeholders, and the public. Effective outreach is persuasive, and it emphasizes the benefits of compliance within the regulated community. The contractor shall support the EPA's efforts to develop and implement outreach strategies by developing outreach materials in various media and formats. To ensure all outputs developed by the contractor are appropriate in scope and

content and accurately reflect EPA policy, the EPA will review all materials in draft format prior to use. In the performance of outreach activities, the contractor shall perform the following tasks:

3.7.1 General Outreach

The contractor shall develop outreach and education materials for multimedia distribution to stakeholders, newspapers, professional journals, and technical publications. See the EPAAR clause 1552.211-79 "Compliance with EPA Policies for Information Resources Management" (JAN 2012)."

3.7.2 The contractor shall develop program specific outreach materials to inform and educate the general public; State, local, and tribal officials; foreign governments, international organizations; and educational institutions. Such materials may include fact sheets, brochures, pamphlets, posters, calendars, course curriculums, case studies, presentations, speeches, journal articles, or similar communication materials.

3.7.3 The contractor shall develop course materials, training tools, and conduct training for activities and projects within the scope of this PWS.

3.7.4 The contractor shall develop and support the design, methodology, and technology employed to efficiently collect and disseminate information to stakeholders, regional activities, and participating activities.

3.7.5 The contractor shall distribute materials and program information to Regions, States, industries, program stakeholders and the public through mass mailings.

3.7.6 The contractor shall collect and summarize information from news reports, technical and trade journals, and announcements about innovative case studies, pollution prevention programs, and other initiatives relevant to OWM programs.

3.7.7 The contractor shall collect, analyze and distribute information and materials relevant to the OW's environmental justice program.

3.7.8 The contractor shall collect, compile, and analyze information in support of EPA sponsored public and industry peer group networks.

3.7.9 The contractor shall provide outreach support in coordinating logistics, site selection, and site reservation for EPA sponsored award programs, public hearings, workshops, conferences, and meetings related to regulatory and program development.

3.7.10 The contractor shall assess the practicality of award programs, and provide recommendations for cost effective improvements that will stimulate interest and increase participation.

3.7.11 The contractor shall develop materials and workshops promoting green infrastructure practices.

3.8 TECHNICAL WRITING AND EDITING

The contractor shall support OWM programs by providing the capability to produce, assess, edit, and rewrite scientific reports and technical materials in terminology and formats appropriate for use before either a technical or a non-technical audience.

3.8.1 The contractor shall provide document processing services, i.e., scanning, formatting, or the preparation of documents for multimedia usage.

3.8.2 The contractor shall edit and enhance the quality of technical documents to improve their readability and the use of clear, concise language, and to achieve a document whose tenor is appropriate to the audience.

3.8.3 The contractor shall collect and edit articles, materials, newsletters, and bulletins about OWM programs.

3.8.4 The contractor shall convert non-conforming documents and non-conforming electronic information technology to comply with Section 508 of the Federal Rehabilitation Act. See EPAAR clause 1552.211-79 "Compliance with EPA Policies for Information Resources Management" (JAN 2012)."

3.9 SUPPORT FOR MEETINGS, WORKSHOPS, CONFERENCES, AND WEBCASTS

The contractor shall provide planning and conferencing services necessary for the conduct of workshops, conferences, meetings, symposia, training, web-casts, webinars, hearings, and seminars. Contractor support shall include pre-event planning, establishment of the agenda, note-taking, and participating in the evaluation, recommendation, and selection of the location. The contractor shall secure the location; reserve accommodations (as applicable); provide, prepare, and present audio-visual materials, speaker notes, materials, and handouts; and provide copying services. The contractor shall identify and secure the services of technical speakers and experts. The contractor shall also provide on-site logistical coordination, such as registration and attendance services, note-taking, survey support, data collection, and miscellaneous support necessary to facilitate meetings, workshops, and conferences, to include setting up displays, audio-visual equipment operation, and participating as moderator, panelist, or speaker in furtherance of the presentation or purpose of the activity. The contractor shall also collect, compile, and report participant evaluations and feedback, maintain contact lists, and provide general post-activity support in furtherance of meeting objectives

The contractor will be expected to perform specific tasks designated in multiple work assignments that will include environmental engineering and other technical support in developing, reviewing, and revising permits and CWA regulations. Specific tasks may include compliance audits, inspections, outreach, stakeholder engagement, logistical support, investigations, preparing training material, conducting training sessions, data collection, site visits, field sampling, survey administration, preparation of technical documents, preparation of the regulatory record, and implementation of litigation support.

The contractor shall provide all services, including level of effort, materials, equipment, and facilities necessary to provide technical support.

All products and materials prepared by the contractor will be delivered to, reviewed, and approved by the EPA. The contractor will not engage in activities of an inherently governmental nature, such as the development of Agency policy or the selection of Agency priorities.

The contractor may be required to contact industry, EPA Regions, states, local entities, vendors, or the public directly for information or for follow up on EPA identified issues. In such cases, contractor personnel will clearly identify themselves as a contractor employee working under an EPA contract.

The contractor may have access to confidential business information (CBI). For information claimed as CBI under the CWA, the contractor shall handle CBI under procedures specified in the approved contract CBI security plan and 40 CFR Part 2 Subpart B, and in accordance with contract requirements and limitations (see Section H of the contract). The contractor shall identify the Document Control Officer in its CBI plan, and replacements will require EPA consent. The contractor shall analyze CBI in accordance with contract requirements and limitations. Handling of CBI will be in accordance with the contract requirements in section H and the "Office of Science & Technology Confidential Business Information (OST-CBI) Application Security Plan" dated December 2007 (or as revised) located at http://www.r5intra.epa.gov/oldIntra/off/ORC/CBI/manuals/2008%20Final%20OST-CBI%20Plan.pdf.

4.0 QUALITY ASSURANCE/QUALITY CONTROL

Data Quality Act/Information Quality Guidelines Requirements

The Data Quality Act (also known as the Information Quality Act) requires the EPA to ensure that influential information disseminated by the Agency is sufficiently transparent, in terms of data and methods of analysis, so that the information is capable of being substantially reproduced. To support compliance with these data transparency/data reproducibility requirements, the EPA may include Quality Assurance Project Plans (QAPPs) and deliverables prepared by the contractor as part of any rulemaking record documentation made available to the public. The contractor may claim information in QAPPs as confidential; if the contractor chooses to do so, the contractor shall submit a sanitized (i.e., public) version and an unsanitized (i.e., confidential) version at the time the QAPP is submitted for approval by the EPA. The sanitized version shall be included in the public docket for the applicable rulemaking (or other docket record), and the unsanitized version shall be included in a non-public (i.e., confidential) portion of the docket (or record).

Information contained in the approved QAPP and other documents prepared by the contractor for dissemination by the EPA shall be transparent, reproducible, and meet the requirements of the Data Quality Act for influential information. EPA's *Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity, of Information Disseminated by the Environmental Protection Agency* (http://intranet.epa.gov/QUALITY/documents/EPA_InfoQualityGuidelines.pdf) referred to as "EPA's Information Quality Guidelines," describe EPA procedures for meeting

Data Quality Act requirements. Section 6.3 of the EPA's Information Quality Guidelines indicates that "especially rigorous robustness checks" should be applied in circumstances where quality-related information cannot be disclosed due to confidentiality issues. Where applicable, the contractors should indicate which results were obtained using the tools (SOPs, checklists, and guidelines) that the contractor designates as confidential so that the EPA Work Assignment Manager (WAM) can easily identify the areas that shall require rigorous robustness checks, and document that those checks have been performed. At the discretion of the EPA WAM, the contractor may be requested to prepare pre-dissemination review checklists as described in Section 5.5 of the Office of Water Quality Management Plan (http://intranet.epa.gov/ow/informationresources/quality/OW_QMP.pdf). If this is required, the EPA WAM shall notify the contractor through written technical direction.

4.1 QUALITY SYSTEM REQUIREMENTS

EPA policy requires all organizations conducting EPA-funded environmental programs to establish and implement a quality system. This is accomplished through a Quality Management Plan (QMP) that documents how the organization structures its quality system and describes its quality policies and procedures, criteria for and areas of application, and roles, responsibilities, and authorities. It also describes an organization's policies and procedures for implementing and assessing the effectiveness of the quality system.[1]

All technical activities performed under this contract must be supported by the contractor's quality system, and documented by the contractor in a customized QMP that reflects how the contractor will integrate quality assurance (QA) and quality control (QC) procedures and plans into the wide variety of technical activities contemplated in the PWS.

In addition, all individual projects under the contract that involve environmental data operations must be supported by a QAPP that describes the quality assurance procedures, quality control specifications, and other technical activities that must be implemented to ensure that the results of the project to be performed will meet project specifications.

Requirements governing the customized QMP and QAPPs prepared in support of this contract are described below.

4.2 CUSTOMIZED QUALITY MANAGEMENT PLAN

A QMP documents how an organization will plan, implement, and assess the effectiveness of its QA and QC operations. Specifically, it:

[1] See EPA Order CIO 2106.0 - EPA Quality Policy (http://www.epa.gov/quality/quality-program-policy-agency-products-and-services); EPA Order CIO 2105.0 (formerly 5360.1 A2) - Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000; and *EPA Requirements for Quality Management Plans* (QA/R-2), March 2001 (Reissued May 2006), (http://www.epa.gov/quality/epa-qar-2-epa-requirements-quality-management-plans).

- Describes how an organization structures its quality system, the quality policies and procedures, the areas of application, and the roles, responsibilities, lines of communication, and authorities.
- Documents the elements of the organization or program's quality system.

The QMP is an organization or program-specific document; it describes the general practices of an organization or program.

A customized QMP is a QMP that is tailored to the requirements in the PWS; it explains how the organization's Quality System will support those specific activities, and it is prepared in accordance with *EPA Requirements for Quality Management Plans.*[1] The contractor shall annually review and, if necessary, revise this customized QMP to ensure it accurately reflects its organizational structure and quality system throughout the duration of the contract.

4.3 QUALITY ASSURANCE PROJECT PLANS

EPA policy requires that an approved Quality Assurance Project Plan (QAPP) be in place before commencing any work that involves the collection, generation, evaluation, analysis, or use of environmental data. The work to be performed by the contractor under this contract involves such activities.

The contractor shall prepare and submit a programmatic Quality Assurance Project Plan (p-QAPP) upon the award of the contract. A p-QAPP is used to describe, in a single document, information that is not site or time-specific, but applies throughout the program (i.e., contract). Application-specific information is then added to the approved p-QAPP as that information becomes known or completely defined. This may be accomplished through the use of:

- Supplemental QAPPs (s-QAPPs) prepared for individual work assignments, which are designed to supplement the approved p-QAPP with the additional detail needed to describe the specific goals and objectives of the project or tasks supported under the work assignment, as well as the specific QA strategies and technical activities that will be employed to support the objectives of the work assignment project or task;

- OR-

- Traditional QAPPs prepared for individual work assignments, which are designed to serve as stand-alone documents that focus on the goals, objectives, QA strategies, and technical activities needed to support a single work assignment or project.

Note that while the customized QMP documents an organization's *management system* for the environmental work to be performed under the contract, the p-QAPP documents the *technical QA/QC elements* needed to support the environmental work that will be performed under the contract. Supplemental and traditional QAPPs also document the technical QA/QC elements needed to support the environmental data operations that will be performed, but they do so at the work assignment or project level, rather than at the contract level. ***Note***: Because the p-QAPP is prepared as a contract-level document, it is understood that the details (e.g., specific objectives, analytical methods, and/or acceptance criteria) of specific projects may not be known. In such

instances, the contract-wide p-QAPP should document the contractor's procedures for defining and documenting this information for specific projects or work assignments.

To support requirements specified in the *EPA Quality Manual for Environmental Programs* (CIO 2105-P-01-0) (http://www.epa.gov/sites/production/files/2015-09/documents/cio_2105-p-01-0_0.pdf), the contractor's p-QAPP for this contract must specify that (1) all major deliverables (e.g., Technical Support Documents, Study Reports, Study Plans, etc.) produced by the contractor under this contract will include a discussion of the QA/QC activities that were or will be performed to support the deliverable, and (2) this discussion will provide a sufficient level of detail to support the EPA's use of the data.

EPA policy requires an approved QAPP to be in place before any environmental data operations begin. Accordingly, the contractor shall not incur any billable costs for work that involves the collection, generation, evaluation, analysis, or use of environmental data under the contract, unless those activities are covered under an approved p-QAPP, a s-QAPP, or traditional QAPP.

All QAPPs prepared under the contract, including the p-QAPP, shall be reviewed at least annually to ensure their content continues to be valid and applicable to the program over time. Previously-approved QAPPs that do not specifically address all of the environmental data operations performed under a Work Assignment (WA) will require editing and resubmission for approval.

Any QAPP that is approved by the EPA for a WA issued under this contract will be considered by the EPA to be in the public domain; therefore, the EPA may distribute the QAPP to the public. (See the discussion of "Data Quality Act/Information Quality Guidelines Requirements" above.)

The prime contractor shall ensure that all parts of the organization performing work, including subcontractors (and consultants), are responsible for implementing the approved p-QAPP and any other QAPP that has been approved by the EPA to support an individual WA issued under the contract. The prime contractor shall also ensure that all personnel involved in the work have access to the latest approved version of the QAPP and all other necessary planning documents applicable to the work they are supporting.

The prime contractor shall ensure that all personnel in the organization, including subcontractors (and consultants), who are involved in each individual WA and task, understand the technical and QA requirements prior to the initiation of data collection, generation, evaluation, analysis, or use activities.

The prime contractor must ensure that all personnel, including subcontractors (and consultants), who develop and review QAPPs prepared in support of this contract have the experience and educational credentials to understand the relevant issues.

The contractor shall provide all QAPPs prepared under this contract to the EPA WAM in electronic form in both a word processing file and a PDF file. When preparing QAPPs under this contract, the contractor shall do so in accordance with the following documents:

- U.S. EPA QA/R-5, *EPA Requirements for Quality Assurance Project Plans,* March 2001 (reissued May 2006). EPA/240/B-01/003 (http://www.epa.gov/quality/epa-qar-5-epa-requirements-quality-assurance-project-plans).
- U.S. EPA QA/G-5, *Guidance for Quality Assurance Project Plans*, December 2002, EPA/240/R-02/009 (http://www.epa.gov/quality/guidance-quality-assurance-project-plans-epa-qag-5).

The contractor also may be asked to comply with other guidance when preparing QAPPs for specific types of activities, such as modeling, environmental assessment cost-benefit analyses, economic or environmental surveys, monitoring, generation of GIS data, biological assessments, etc. Examples of such additional QAPP guidance include:

- U.S. EPA QA/G-5M, *Guidance for Quality Assurance Project Plans for Modeling*, December 2002, EPA/240/R-02/007 (http://www.epa.gov/quality/guidance-quality-assurance-project-plans-modeling-epa-qag-5m).
- U.S. EPA *Guidance on the Development, Evaluation, and Application of Environmental Models,* March 2009, EPA/100/K-09/003 (http://nepis.epa.gov/Exe/ZyPDF.cgi?Dockey=P1003E4R.PDF).
- U.S. EPA QA/G-5S, *Guidance on Choosing a Sampling Design for Environmental Data Collection for Use in Developing a Quality Assurance Project Plan*, December 2002, EPA/240/R-02/005 (http://www.epa.gov/sites/production/files/2015-06/documents/g5s-final.pdf).
- U.S. EPA QA/G-5G *Guidance for Geospatial Data Quality Assurance Project Plans,* March 2003, EPA/240/R-03/003 (http://www.epa.gov/sites/production/files/2015-06/documents/g5g-final.pdf). *Generic Quality Assurance Project Plan Guidance for Programs Using Community Level Biological Assessment in Wadeable Streams and Rivers*, July 1995, EPA/841/B95/004, (http://www.epa.gov/sites/production/files/2015-06/documents/bioass_qapp.pdf).

4.4 REPORTING QUALITY ASSURANCE PROGRESS

When an approved QAPP is in place for any WA issued under this contract, the contractor shall be required to include Statements of Quality Assurance Progress in the contractor's monthly progress reports from the time of QAPP approval until the final deliverable necessitating the QAPP is accepted by the EPA.

The contractor shall also furnish a Quality Assurance Report (QAR) at the time a final technical support document or other final document is provided. The QAR may be a section or chapter of the final document. The QAR will be submitted for review and approval by the WAM to document the contractor's QA/QC of the technical effort to produce a defensible deliverable. The contractor can anticipate including the QAR with other deliverables of the WA. The WAM will specify the format the contractor must follow for preparing the QAR in the individual task of the PWS.

5.0 TECHNICAL SUPPORT FOR REVISIONS AND ADMINISTRATION OF NPDES PERMITS

The contractor shall revise existing NPDES forms to ensure that they are consistent with current regulatory requirements and data standards. The contractor shall perform a comprehensive review of all permit application forms and identify outdated and incorrect provisions. In addition, the contractor shall address new areas that are in need of updating. Permitting authorities may need assistance in administering the revised permits. The contractor may be tasked to assist the EPA with these permitting authorities by researching past and current permit reporting data and other information that would support clean water issues.

The contractor shall provide technical support to the EPA in its efforts to assist permit and control authorities in implementing and interpreting CWA categorical regulations, development documents, rulemaking records, and written guidance. Specifically, the contractor shall assemble and analyze rulemaking, planning records, and background information for the EPA's use in providing technical support to the permitting authorities. The contractor shall investigate ELGs to ensure accuracy with the latest guidelines, as applicable. The contractor shall also provide support to the EPA in identifying and analyzing appropriate technologies to achieve water quality based effluent limitations (WQBELs). With specific guidance in work assignments, the contractor shall obtain and provide information on such items as guidelines and standards implementation, treatability of toxic compounds, conventional pollutant cost tests, and controls for toxic pollutants or related industries not covered by national categorical regulations. The contractor shall also provide support to the EPA in assessing trading opportunities, including trading between point and nonpoint sources. Such support may require the contractor to collect and summarize data from sources such as the EPA's Integrated Compliance Information System (ICIS), effluent guidelines and standards rulemaking records, technical and scientific literature, federal, state, and local permit and control authorities, and industry sources for comparison with other industries with similar permits and standards.

5.1 TECHNICAL SUPPORT FOR AMENDING AND DEVELOPING CWA REGULATIONS

The contractors shall provide engineering and technical support for the development and implementation of CWA regulations. This includes, but is not limited to: regulations related to implementation of CWA Section 319 (Nonpoint Source Program management and implementation); CWA Section 303 (Total Maximum Daily Loads Program management and implementation); CWA Section 305(b) (requirements for collecting, synthesizing, and reporting national monitoring data on the quality of surface waters); CWA Section 404 and CWA Section 106 (requirements for states and territories to develop and implement surface water quality monitoring programs to quality for CWA Section 106 grants). Such support may include the collection of primary and existing data which the Agency will be required to utilize for development or implementation of CWA regulations. This may also include technical and administrative support in all aspects related to the development, conduct, and analyses of a survey, and all aspects related to field sampling and analysis support. The contractor shall clearly document all assumptions and selection criteria, sources used and not used, and methodological choices made both conceptually and in data selection, and in the plans for the collection and analysis of any new data.

The contractor shall collect, synthesize, analyze and report this data, as well as for a full range of waste management activities, pollutant/discharge controls, pollution prevention, characterization of baseline conditions, and treatment alternatives to support CWA regulations.

5.2 IMPLEMENTATION SUPPORT FOR NEW OR REVISED PERMITS AND/OR REGULATIONS

The contractor shall provide implementation support for litigation, outreach and training, and to permitting authorities. Promulgated national clean water regulations may be challenged in court, and the basis for clean water regulations are in the rulemaking record. The contractor may be tasked to provide assistance in evaluating and analyzing rulemaking and planning records. The assistance may be related to issues for one or multiple records. Under no circumstance shall the contractor develop EPA litigation or negotiation strategy or represent the EPA during litigation negotiations.

Once a national clean water regulation has been promulgated or a publication finalized, the EPA delivers the information to stakeholders in the form of outreach and training materials. The contractor shall provide implementation support for new and existing clean water regulations, publications, and NPDES permitting activities. Such support may include developing draft reports, brochures, leaflets, and posters. The contractor may also be asked to prepare draft training materials and case studies for workshops, conferences, or training courses. All draft materials shall be submitted to the EPA for review and approval. The contractor shall also provide administrative support in the planning and execution of workshops, conferences, training sessions, symposia, and public meetings related to implementation of clean water regulations. Meetings will vary in size, location, topics, and level of documentation. When specified by the EPA, the contractor shall provide support in the set up (such as obtaining conference rooms and audio/visual equipment) of meetings, conferences, workshops, or training courses. The contractor shall present portions of the workshops or facilitate discussion among participants. Travel may be required for these activities. Contractor personnel shall clearly identify themselves as contractor employees both orally and via the use of identification badges.

Contractors may also be requested to support the preparation of meeting summaries, speaker presentations, and working papers, including meeting all requirements in EPA protocols for preparing and posting these deliverables on the EPA internet site (www.epa.gov).

All contractor deliverables published to the Web shall be prepared in compliance with Section 508 of the Rehabilitation Act of 1973, as amended, regarding disabilities and consistent with EPA Web standards posted at http://oamintra.epa.gov/node/567.

6.0 OUTREACH AND STAKEHOLDER ENGAGEMENT SUPPORT

The contractor shall provide support for outreach and training development. The contractor may provide materials such as reports, brochures, leaflets, or posters. Subject areas shall include NPDES permitting, implementation of effluent guidelines, water quality trading, compliance, municipal wastewater treatment, nonpoint source control, implementation of CWA regulations, and other areas identified in work assignments. Using materials provided or cited and approved in advance by the EPA, the contractor shall develop draft training materials and case studies for

workshops, conferences, or training courses. Materials prepared under this paragraph shall be submitted in draft form to the EPA COR for review and approval.

The contractor shall provide administrative support in the planning and execution of workshops, conferences, training sessions, symposia, and public meetings related to this contract's PWS, in addition to addressing various rulemaking issues and practical implementation concerns on related subjects.

6.1 WORKSHOP AND MEETING LOGISTICS SUPPORT

The contractor shall provide administrative support in the planning and execution of workshops, training sessions, symposia, webcasts, webinars, and meetings related to this contract's PWS. This task requires the contractor to provide support in: (1) site selection; (2) meeting logistics, including arranging conference facilities, lodging, audio-visual needs, and registering participants; (3) preparing announcements and advance information for attendees; (4) soliciting attendees and papers, and inviting speakers to make presentations; (5) handling the logistics for speakers and scientific or technical experts who directly contribute to the requirements of specific contract/task order performance; (6) planning meetings, and clerical preparation of EPA-developed workshop or meeting agendas; (7) developing workshop materials for all participants, including shipping technical materials for the workshops; (8) workshop evaluations; (9) on-site management, including registration support; and (10) preparation of minutes, summary reports, and proceedings documents.

6.2 PROVIDE EDUCATIONAL AND OUTREACH SUPPORT

The contractor shall provide educational and outreach support in the form of workshops targeted at Federal, State, and local agency personnel, as well as involved citizens and watershed stakeholders. The execution of educational seminars described here include general workshop support as described in the preceding paragraph plus organizing workshops, delivery of training materials/modules, and post-workshop evaluations. Also required is the development of watershed focused outreach and educational materials for use in workshops and/or made available to the Agency as stand-alone materials and guides for distribution to the public, including web posting. Topics covered by these materials may include: techniques and approaches for delivery of effective outreach/educational programs, methods to improve stakeholder involvement, techniques to effectively evaluate outreach programs, and other relevant topics to enhance outreach programs at the watershed level.

6.3 INTERNET AND PUBLIC EDUCATION

The contractor shall support the Agency's efforts to develop effective outreach materials and program information for use on the Agency's Internet/World Wide Web site and for distribution to the public at conferences and other venues. The contractor shall maintain and enhance current EPA Internet Sites that focus on watersheds that provide information and data on watershed management programs to the public. The contractor shall also have access to editors, graphic artists, and multimedia experts that can develop outreach strategies, displays, fact sheets, other publications, on-line modules, and videos/DVDs/PSAs to educate the public on key water/watershed issues and/or solutions that can be developed to support EPA outreach efforts.

7.0 LOGISTICAL SUPPORT

The contractor shall provide logistical support for workgroups and subgroups that will make recommendations for revisions to permits and/or regulations. Logistical support shall include meeting planning and invitations, hosting conference calls, and taking notes. Meetings will vary in size, location, topics, and level of documentation. When specified by the EPA, the contractor shall provide support in the setup of the meeting. The contractor shall present portions of the meeting and/or facilitate discussion among participants. Contractors shall clearly identify themselves as contractor employees both orally and by showing identification badges.

8.0 DATA COLLECTION

The contractor shall gather available existing scientific and technical studies and national data on municipal and/or industrial sectors and facilities. Such profile data shall include the size of the municipality, industry and facilities, geographic locations, age of facility and age of equipment, unit processes, raw materials, manufactured products, by-products, method of discharge (e.g., direct, indirect), wastewater characteristics, and wastewater treatability. The contractor shall gather information on water use and wastewater treatment/re-use, technology innovation, as well as the management of stormwater. This data is expected to include pollution prevention, water conservation, alternative waste management, wastewater control, stormwater management, and treatment technologies that range from the very best effectiveness to the current average effectiveness. Data shall be gathered on laboratory-bench scale experiments to pilot-scale demonstrations to full-scale operations, as well as technology transfer techniques. The contractor shall gather information on wastewater and stormwater volumes released and the concentrations of pollutants contained in the releases from industrial processes.

The contractor shall obtain this data by conducting literature searches and collecting existing information and data from sources identified in work assignments, including sources such as NPDES permit data, the EPA's ICIS, the EPA's Toxic Release Inventory (TRI), other EPA and government programs and databases, commercial databases, technical and scientific literature, and industry trade association. The contractor shall obtain copies of articles, reports, journals, data, etc., and prepare a list of references as designated by the EPA in work assignments.

The contractor shall organize, edit, index, evaluate, and compile this data and information, as well as identify data gaps and discrepancies or inconsistencies in the data sources, and provide the resulting technical information in a format designated by the EPA in work assignments. The contractor shall clearly document the assumptions and selection criteria, sources used and not used, and methodological choices made both conceptually and in data selection.

9.0 COMPLIANCE AUDITS AND INSPECTIONS

The contractor shall support the conduct of compliance audits and inspections of NPDES permitees and permitting authorities, as well as compliance with CWA regulations. The contractor shall create checklists before audits and inspections, and document findings after audits and inspections. Following-up with contacts may be required to close out each audit and/or inspection.

10.0 PREPARATION OF TECHNICAL DOCUMENTS

Using sound environmental planning, waste management concepts, and scientific and engineering principles, the contractor shall produce technical information and reports to support the EPA. The contractor shall assemble information, develop draft descriptions, assessments, and analyses in a structure provided or approved by the EPA. All deliverables shall be provided to the EPA in electronic formats. The contractor shall provide data and documentation to be used by the EPA in its analysis of technical issues and concepts. Documentation may take the form of data summaries, technical reports, guidance manuals, development documents, fact sheets, option papers, or issue papers. The contractor shall clearly describe and document its data and information gathering activities; clearly display, characterize, and interpret the data and information collected; and clearly explain the assumptions and selection criteria, indicate the sources used and not used, and clearly explain the methodological choices made both conceptually and in data selection. All final reports must contain a defined section that explains the quality assurance approach and performance, and any limitations on the use of the data. The documentation and corresponding records and files shall be organized, indexed, and cross-referenced so that anyone could independently understand the conclusions reached based on the written record alone. The contractor shall provide all supporting documentation for the methodology followed and the conclusions reached for all work products. The contractor shall also compile and organize regulatory records for inclusion in the public record. Final reports that are to be disseminated to the public shall contain metadata on the quality and the use of the data.

In addition, the contractor shall review public comments and may be required to facilitate peer review of documents as requested. Peer review must follow EPA's Science Policy Council Handbook on Peer Review (4th Edition, 2015), or the most recent edition of the Handbook if updated. A link to the Handbook can be found at http://www.epa.gov/osa/peer-review-handbook-4th-edition-2015-0.

The contractor shall facilitate technical expert reviews for technical documents. The contractor shall provide technical support in facilitating peer reviews and technical expert reviews for scientific and technical materials prepared by OW programs. The number of reviewers required and their qualifications will be specified in individual work assignments. It is the responsibility of the contractor to work with the contracting officer to ensure that all peer reviews are conducted in a manner to avoid all actual, potential, or apparent conflict of interest. The contractor must comply with all contract and work assignment requirements pertaining to conflicts of interest when it is performing work related to peer reviews. The contractor shall submit the peer reviewers' written comments, with all supporting materials, such as additional references or suggested approaches, to the EPA.

11.0 PREPARATION AND DEVELOPMENT OF REGULATORY RECORDS

The contractor shall review and prepare an electronic index that will contain all records supporting any notices associated with CWA regulation development and/or implementation. Notices may include proposed rulemaking notices, permits, effluent guideline program plan notices, PRA announcements of data collection efforts, and notices of availability of new information. Following receipt of public comment, the contractor shall prepare comprehensive indices with cross references of all issues raised in public comments, as well as all supporting

data and information provided in public comments. For technical issues identified, the contractor shall, based on thorough knowledge and understanding of the rulemaking, permit, or planning record, prepare cogent, accurate, draft technical responses to the comments, including all relevant citations to the rulemaking, permit, or planning record in a format specified by the EPA. The EPA will review the responses and verify that the responses are accurate. The contractor shall incorporate the changes specified by the EPA. The contractor shall ensure the public docket is thorough and accurate.

12.0 INFORMATION TECHNOLOGY REQUIREMENTS

12.1 COMPLIANCE WITH INFORMATION TECHNOLOGY REQUIREMENTS

EPA Policy and Procedures	
EPA Data Standards	http://www.epa.gov/measurements/resources-assessing-measurements
Information Management & Information Technology Policies Applicable to Contractors Performing Work Under Contracts With EPA	http://www.epa.gov/irmpoli8/
EPA Web Guide	http://www.epa.gov/epafiles/
EPA IT Security Policies	http://intranet.epa.gov/ITSecurity/compoversightassit/epapol.html
Agency-Wide Quality System Documents	http://intranet.epa.gov/QUALITY/documents/21050.pdf

All work performed under this contract shall adhere to the clause EPAAR 1552.211-79, "Compliance with EPA Policies for Information Resources Management", which requires adherence to all Agency directives for performance of any IRM related work.

All contractor work shall be in compliance with pertinent Federal and EPA information processing and telecommunications standards and procedural guidelines. The contractor shall also comply with the Federal Information Processing Standards (FIPS), published by the National Institute for Standards and Technology (NIST). The contractor shall also comply with the EPA's technical and operational standards as issued by its technology services organizations.

The contractor shall observe the policies, procedures, and formats published as follows:

13.0 IRM POLICIES, STANDARDS AND PROCEDURES

http://intranet.epa.gov/ITSecurity/compoversightassit/epapol.html
All contractor work shall be in compliance with the 2100 Series [(2100-2184) of the Agency's Directive System, which contains the majority of the Agency's IRM policies, standards, and procedures.

13.1 REGISTRY OF ENVIRONMENTAL APPLICATIONS AND DATA (READ)

http://www.epa.gov/epahome/data.html
A contractor developing or enhancing an information resource shall first conduct a thorough search of existing information resources, through means such as READ, to ensure development/enhancement of information resources does not duplicate existing information resources. If potential duplication is determined, the contractor shall consult with the EPA WAM to ensure that existing information resources are optimally utilized in conjunction with the information resource being developed and/or enhanced by the contractor. For any development/enhancement of information resources, the contractor shall work with the EPA on inserting/updating resource description information in READ.

13.2 DATA STANDARDS AND ENVIRONMENTAL DATA REGISTRY (EDR)

http://iaspub.epa.gov/sor_internet/registry/datareg/home/overview/home.do
Any development/enhancement of information resources (information resources include systems, databases, and models/web applications that utilize information in OW systems and databases), as well as any data products flowing to or from EPA information resources, shall adhere to the data standards detailed in the EDR.

13.3 MONITORING INFORMATION IN STORET AND FOLLOW-ON DATA SYSTEMS

http://www.epa.gov/storet/
Any ambient water quality, chemical, physical, biological, sediment, tissue, and ecological monitoring data collected as part of a contract, grant, or cooperative agreement activities shall be entered into STORET (STOrage and RETrieval) or its follow-on data systems and be made available to the EPA in a compatible format. When entering data, the contractor shall use its company name as the entity for data it collected. The contractor shall report to the EPA the quality control of the data it has uploaded.

13.4 NATIONAL HYDROGRAPHY DATASET (NHD) INDEXING

http://www.epa.gov/waterdata/waters-watershed-assessment-tracking-environmental-results-system
Data related to OW programs that is required to meet the EPA Latitude/Longitude Standard shall also be indexed to the NHD, using the EPA OW standard formats available on the WATERS (Watershed Assessment, Tracking & Environmental ResultS) website. Exceptions include groundwater data and data that are related to points greater than two miles from the United States coastline. The WATERS website describes EPA tools and training that are available for NHD indexing.

13.5 WEB STANDARDS

All software (including web pages) development shall be done in consultation with the COR/Alternate COR according to functional requirements and design found in the following

documents. All work performed by the contractor shall also adhere to the government policies and guidance in the following manuals:

One EPA Web: http://intranet.epa.gov/oneepa/web/

EPA Web Guide: http://www.epa.gov/epafiles/

EPA Section 508 Accessibility Guide: http://www.epa.gov/accessibility/

Guide for Developing Usable and Useful Web Sites (Usability Guidelines):
http://www.usability.gov/

EPA Information Resources Management (IRM)
Policy: http://intranet.epa.gov/ITSecurity/compoversightassit/epapol.html

All manuals shall be made available to the contractor through the EPA CO, the COR, or Alternate COR at the time the applicable work assignment is provided. Contractors shall be familiar with all requirements prior to commencement of work.

14.0 ENVIRONMENTAL JUSTICE

Executive Order 12898 (Environmental Justice) directs federal agencies to focus on minority and low-income populations in implementing their programs, policies, and activities. Consistent with the Agency's continuing commitment to environmental justice and for the fair treatment of all people, the contractor shall notify the EPA COR of minority and low-income populations, as well as populations with differential patterns of subsistence consumption of fish and wildlife, likely to be affected by a program, policy, or activity associated with work done under the contract. Additionally, the contractor shall identify any disproportionately high and adverse human health or environmental effects of the program, policy, or activity of concern on these populations.

REPORTS OF WORK
TECHNICAL AND ADMINISTRATIVE PROGRAM SUPPORT FOR THE OFFICE OF WASTEWATER MANAGEMENT (OWM)

The work shall be divided into work assignments, each of which will require a work plan. Additionally, monthly progress reports and monthly financial management reports are required. Informal bi-weekly expenditure reports and special reports may be required for selected work assignments. Reports submitted under this contract shall reference the contract number, the work assignment number, and the Environmental Protection Agency (EPA) as the sponsoring agency.

MONTHLY PROGRESS REPORT

(a) The Contractor shall furnish a copy 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 and/or task level, include the estimated percentage of task completed during the reporting period for each work assignment.

(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 Contractor Officer authorization, noted with the corresponding work assignment, such as subcontractor 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 (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period, display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(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 total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved work plans.

(e) The report shall specify financial status at the work assignment task level as follows:
(1) For the current period, display the amount claimed.
(2) For the cumulative period, display: amount shown on work plan, or latest work assignment 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 work plan amount or latest work assignment or delivery 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 (by EPA contract labor hour category) and the total loaded direct labor costs.
(iii) For the cumulative reporting period and cumulative contract period, display: the negotiated and expended direct labor hours (by EPA contract labor category) and the total loaded direct labor costs.
(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.
(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
(5) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved work plans.
(6) A list of deliverables of each work assignment during the reporting period.
(7) The amount of funding as specified by the Government for the work assignment; the amount of funding remaining; and the percentage of funding remaining.

(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) Include a statement of the percent expended of the cost of the contract performance incurred for prime contractor personnel as of the end of the reporting period. Each subsequent period should reflect the cumulative percentage expended.

(h) The reports shall be submitted to the following email addresses on or before the 20th 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 to these addressees:

powell.robert@epa.gov – Contract Level Contracting Officer's Representative
heath.brad@epa.gov – Contracting Officer/Contract Specialist

DEFINITION OF LABOR CLASSIFICATIONS
TECHNICAL AND ADMINISTRATIVE PROGRAM SUPPORT FOR THE OFFICE OF WASTEWATER MANAGEMENT (OWM)

The following definitions of the labor classifications are provided to aid in the preparation of the technical and cost proposals:

PROFESSIONAL

Level 4: Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title: Program Manager, Senior Analyst, Senior Engineer, Senior Scientist, Quality Assurance Manager

Normal Qualifications: Ph.D. Degree
Experience: 10 years minimum

Level 3: Associate Positions. Under general supervision of project manager, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Direct assistants, reviews progress and evaluates results, makes changes in methods, design or equipment where necessary. Operates with some latitude for unreviewed action or decision.

Typical Title: Engineer, Scientist, Biologist, Hydrologist, Economist, Chemist

Normal Qualifications: Master's Degree
Experience: 6 years minimum

Level 2 - Under supervision of a senior level personnel or project manager, carries out assignments associated with specific projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment; coordinates the activities of P-1 junior positions or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title: Engineer, Scientist, Research Assistant

Normal Qualifications: Bachelor's Degree
Experience: 3 years minimum

Level 1 – Junior Positions. Lowest of entering classification. Works under close supervision of senior level personnel or project manager. Gathers and correlates basic data and performs

routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Engineer, Scientist, Research Assistant

Normal Qualifications: Bachelor's Degree
Experience: 0 years minimum

QUALITY ASSURANCE SURVIELLANCE PLAN
TECHNICAL AND ADMINISTRATIVE PROGRAM SUPPORT FOR THE OFFICE OF WASTEWATER MANAGEMENT (OWM)

Performance Management	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
Management and Communication: The Contractor shall maintain contact with the EPA Contract Officer (CO), Contract Level Contracting Officer's Representative (CL-COR), and Work Assignment Contracting Officer's Representative (WACOR) throughout the performance of the contract and shall immediately bring potential problems to the attention of the appropriate WACOR. In such cases where issues have a direct impact on project schedules and cost, time, or quality, the contractor shall provide options for EPA's consideration on resolving or mitigating the impacts.	Any issues that impact project schedules and cost, time, or quality, shall be brought to the attention of the appropriate WACOR within 3 days of occurrence.	100% of active work assignments (WA) under the contract will be reviewed by the CL-COR or WACOR monthly (via the monthly progress report) to identify unreported issues. The WACOR will report any issues to the CL-COR who will bring the issue(s) to the contractor's attention through the CO.	Two or more incidents per WA where the contractor does not meet the measurable performance for the given contract period will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Management.

Timeliness: Services and deliverables shall be in accordance with schedules stated in each work assignment, unless amended or modified by an approved EPA action.	Annually, 90% of all submitted deliverables shall be submitted no later than 6-days past the due date.	100% of active WAs under the contract will be reviewed by the CL-COR or WACOR monthly (via monthly progress report & milestones established for each deliverable) to compare actual delivery dates against those approved. The WACOR will report any issues to the CL-COR who will bring the issue(s) to the contractor's attention through the CO.	Two or more incidents per WA where the contractor does not meet the measurable performance for the given contract period will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Schedule.
Cost Management and Control: The contractor shall monitor, track, and accurately report level of effort, labor cost, other direct cost, and fee expenditures to the EPA through progress reports and approved special reporting requirements. The contractor shall assign appropriately leveled and skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate time keeping and cost control.	The contractor shall manage costs to the level of the approved ceiling on the WA. The contractor shall notify the WACOR, CL-COR, and CO when 75% of the approved funding ceiling for the WA is reached. If a contractor fails to manage and control cost, any resultant overrun cannot exceed the total contract obligation for that period.	The CL-COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract and individual WA expenditures. The CL-COR shall review the Contractor's monthly progress reports and request the WACOR's verification of expenditures and technical progress before authorizing invoice payments.	Two or more incidents per WA where the contractor does not meet the measurable performance for the given contract period will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Cost Control.

Technical Analyses: Analyses conducted by the contractor shall be factual, defensible, and based on sound science and engineering. All data shall be collected from reputable sources and QA measures shall be conducted in accordance with agency requirements and any additional requirements outlined in individual work assignments. Any work requiring the contractor to provide options or recommendations shall include the rationale use in selecting the option/recommendation and all other options considered. The contractor shall abide by its Quality Management Plan (QMP) and applicable WA Quality Assurance Project Plan (QAPP).	All analyses conducted for EPA by the Contractor must be factual and based on sound science and engineering. No more than 25% of reviewed deliverables and work products shall require revisions to meet the requirements of the QMP and QAPP.	EPA will review all analyses conducted by the contractor and will independently consider the merit. EPA may opt to peer review analyses to further validate merit. All work products will be reviewed to identify compliance with the QMP and applicable QAPP.	Two or more incidents per WA where the contractor does not meet the measurable performance for the given contract period will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Technical.

SUBCONTRACTING PLAN

EP-C-16-003 CONTRACT MODIFICATIONS SUMMARY

Mod #	Reason For Modification	Status	Award Date	Obligation Amount
0001	Funding Only Action	Released	2/22/2017	$875,000.00
0002	Funding Only Action	Released	3/28/2017	$786,605.00
0003	Exercise an Option	Released	5/30/2017	($22,125.00)
0004	Funding Only Action	Released	6/27/2017	$1,733,511.01
0005	Funding Only Action	Released	7/6/2017	($1.00)
0006	Funding Only Action	Released	7/26/2017	$1,835,002.00
0007	Funding Only Action	Released	8/29/2017	$144,032.00
0008	Funding Only Action	Released	8/30/2017	$0.00
0012	Exercise an Option	Released	3/29/2018	$1,309,961.00
BASE		Released	6/24/2016	$550,699.00
P00009	Funding Only Action	Released	11/2/2017	$80,515.00
P00010	Funding Only Action	Released	11/20/2017	$376,356.00
P00011	Funding Only Action	Released	11/22/2017	($40,012.26)
P00013	Other Administrative Action	Released	4/18/2018	$0.00
P00014	Funding Only Action	Released	6/29/2018	$18,368.88
P00015	Funding Only Action	Released	8/3/2018	$533,027.25
P00016	Funding Only Action	Released	8/20/2018	$1,186,000.00
P00017	Funding Only Action	Released	10/3/2018	$477,818.50
				$9,844,757.38