AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-09-034	3. EFFECTIVE DATE 11/2/2009	4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-HQ-08-13082	

5. ISSUED BYCODE

Environmental Protection Agency
Emergency Response Service Center (3805R)
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

6. ADMINISTERED BY (if other than Item 5) CODE

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

DYNAMAC CORP
2275 RESEARCH BLVD
SUITE 300
Rockville, MD 20850

8. DELIVERY

[ ] FOB ORIGIN [ ] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

N/A

CODE

FACILITY CODE

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

ITEM 12

11. SHIP TO MARK FOR CODE

If applicable, see Section B of the schedule.

12 PAYMENT WILL BE MADE BY CODE

U.S. Environmental Protection Agency
RTP-Finance Center (D143-02)
109 T.W. Alexander Drive
Durham, NC 27711

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

) [ ] 10 U.S.C. 2304(c)([ ] 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRATION DATA

See Accounting and Appropriation data in Section B

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
				15G. TOTAL AMOUNT OF CONTRACT	$12,072,660.00

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	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
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	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ 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 document: (a) this award/contract. (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, 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 offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER

MARGIE A. WEATHERS

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

NSN 7540-01-152-8069
PREVIOUS EDITION UNUSABLE

26-107

STANDARD FORM 26 (REV 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

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PART I - THE SCHEDULE

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P / DCN C	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT
L9L030 P	09	T	D3T	302D72CPA	HQ00BM00		2505	$3,000,000.00
L9L033 P	09	T	D3L	302D72CPA	HQ00BM00		2505	$150,000.00

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

The following fixed rates for labor, which are inclusive of all indirect costs and profit, shall apply for the duration of the applicable contract year for the location specified:

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract				
Location: Erlanger, KY	Contract Period/Term: **Base Period -Year One (1)**		FROM: 2009	TO: 2010
DESCRIPTION OF COST ELEMENTS				
1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Program Manager	1	(b)(4)		
Supervisor/Lead Chemist	1			
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
QA/QC Manager	1			
Health and Safety Officer	1			
Administrative Assistant	1			
Facilities Manager	1			

IT Field Service Engineer	1	1880	$95.82	$180,142
TOTAL DIRECT LABOR (Fully Loaded)				$1,666,940

(b)(4)

2. OTHER DIRECT COSTS	ESTIMATED COST($)
TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	$2,878,494

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Edison, NJ	Contract Period/Term: **Base Period -Year One (1)**	FROM: 2009	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Supervisor/Lead Chemist	1	(b)(4)		
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
Facilities Manager	1			
TOTAL DIRECT LABOR (Fully Loaded)				$759,595

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	$1,517,477

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Denver, CO	Contract Period/Term: **Base Period -Year One (1)**	FROM: 2009	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Supervisor/Lead Chemist	1	(b)(4)		
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
Facilities Manager	1			
TOTAL DIRECT LABOR (Fully Loaded)				$781,798

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	$1,550,781

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Erlanger, KY	Contract Period/Term: **Base Period -Year Two (2)**	FROM: 2010	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Program Manager	1	(b)(4)		
Supervisor/Lead Chemist	1			
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
QA/QC Manager	1			
Health and Safety Officer	1			
Administrative Assistant	1			
Facilities Manager	1			
IT Field Service Engineer	1			

TOTAL DIRECT LABOR (Fully Loaded) $1,747,610

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	$2,999,500

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Edison, NJ	Contract Period/Term: **Base Period -Year Two (2)**	FROM: 2010	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Supervisor/Lead Chemist	1	(b)(4)		
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
Facilities Manager	1			
TOTAL DIRECT LABOR (Fully Loaded)				$778,640

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED ***Contract Period/Term, Year of Contract*** **COST**	$1,546,044

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract			
Location: Denver, CO	Contract Period/Term: **Base Period -Year Two (2)**	FROM: 2010	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Supervisor/Lead Chemist	1	(b)(4)		
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
Facilities Manager	1			
TOTAL DIRECT LABOR (Fully Loaded)				$801,519

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	$1,580,363

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Erlanger, KY	Contract Period/Term: **Award Term 1-Year Three (3)**	FROM: 2011	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Program Manager	1	(b)(4)		
Supervisor/Lead Chemist	1			
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
QA/QC Manager	1			
Health and Safety Officer	1			
Administrative Assistant	1			
Facilities Manager	1			
IT Field Service Engineer	1			

TOTAL DIRECT LABOR (Fully Loaded) $1,799,423

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	$3,077,219

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Edison, NJ	Contract Period/Term: **Award Term One-Year Three (3)**	FROM: 2011	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Supervisor/Lead Chemist	1	(b)(4)		
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
Facilities Manager	1			
TOTAL DIRECT LABOR (Fully Loaded)				$801,670
(b)(4)				

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**
(b)(4)		
(b)(4)		

5.)TOTAL ESTIMATED ***Contract Period/Term, Year of Contract*** **COST**	$1,580,589

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Denver, CO	Contract Period/Term: **Award Term One-Year Three (3)**	FROM: 2011	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Supervisor/Lead Chemist	1	(b)(4)		
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
Facilities Manager	1			
TOTAL DIRECT LABOR (Fully Loaded)				$825,264

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	$1,615,980

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Erlanger, KY	Contract Period/Term: **Award Term One -Year Four (4)**	FROM: 2012	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Program Manager	1	(b)(4)		
Supervisor/Lead Chemist	1			
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
QA/QC Manager	1			
Health and Safety Officer	1			
Administrative Assistant	1			
Facilities Manager	1			
IT Field Service Engineer	1			

TOTAL DIRECT LABOR (Fully Loaded) $1,856,350

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	$3,162,609

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Edison, NJ	Contract Period/Term: **Award Term One-Year Four (4)**	FROM: 2012	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Supervisor/Lead Chemist	1	(b)(4)		
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
Facilities Manager	1			
TOTAL DIRECT LABOR (Fully Loaded)				$827,200

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	$1,618,884

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Denver, CO	Contract Period/Term: **Award Term One-Year Four (4)**	FROM: 2012	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Supervisor/Lead Chemist	1	(b)(4)		
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
Facilities Manager	1			
TOTAL DIRECT LABOR (Fully Loaded)				
1a. 50% INCREASE IN LABOR				$425,745

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Erlanger, KY	Contract Period/Term: **Award Term Two-Year Five (5)**	FROM: 2013	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Program Manager	1	(b)(4)		
Supervisor/Lead Chemist	1			
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
QA/QC Manager	1			
Health and Safety Officer	1			
Administrative Assistant	1			
Facilities Manager	1			
IT Field Service Engineer	1			

TOTAL DIRECT LABOR (Fully Loaded) $1,911,264

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	3,244,981

JECT TITLE: PHILIS Operations and Maintenance Support Contract				
tion: Edison, NJ	Contract Period/Term: **Award Term Two-Year Five (5)**		FROM: 2013	TO: 2014
CRIPTION OF COST ELEMENTS				
1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
ervisor/Lead Chemist	1	(b)(4)		
mist	1			
mical Technician	1			
mical Technician	1			
ities Manager	1			
OTAL DIRECT LABOR (Fully Loaded)				$851,621
1a. 50% INCREASE IN LABOR				$425,811
2. OTHER DIRECT COSTS				ESTIMATED COST($)
			TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

ADMINISTRATIVE COSTS	
OTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	$1,655,516

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract				
Location: Denver, CO	Contract Period/Term: **Award Term-Year Five (5)**		FROM: 2013	T 20
DESCRIPTION OF COST ELEMENTS				
1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Supervisor/Lead Chemist	1	1880	$126.83	$238,440
Chemist	1	1880	$111.33	$209,300
Chemical Technician	1	1880	$70.02	$131,638
Chemical Technician	1	1880	$66.15	$124,362
Facilities Manager	1	1880	$91.96	$172,885
TOTAL DIRECT LABOR (Fully Loaded)				$876,625
1a. 50% INCREASE IN LABOR				$438,313
2. OTHER DIRECT COSTS				ESTIMATED COST
			TOTAL OTHER DIRECT COSTS	**$232,000**
2a.GENERAL & ADMINISTRATIVE COSTS (if applicable)			G&A RATE	ESTIMATED COST($)
			15.7%	$36,424
3.) TRAVEL				ESTIMATED COST
			TOTAL TRAVEL COSTS	**$94,780**
3a.TRAVEL GENERAL & ADMINISTRATIVE COSTS			G&A RATE	ESTIMATED COST($)
			15.7%	$14,880.46
4.) TOTAL GENERAL & ADMINISTRATIVE COSTS				$51,304
5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST				$1,693,022

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Erlanger, KY	Contract Period/Term: **Award Term Two-Year Six (6)**	FROM: 2014	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Program Manager	1	(b)(1)		
Supervisor/Lead Chemist	1			
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
QA/QC Manager	1			
Health and Safety Officer	1			
Administrative Assistant	1			
Facilities Manager	1			
IT Field Service Engineer	1			

TOTAL DIRECT LABOR (Fully Loaded) $1,964,337

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	$3,324,590

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Edison, NJ	Contract Period/Term: **Award Term Two-Year Six (6)**	FROM: 2014	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Supervisor/Lead Chemist	1	(b)(4)		
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
Facilities Manager	1			
TOTAL DIRECT LABOR (Fully Loaded)				$875,084

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Denver, CO	Contract Period/Term: **Award Term 2-Year Six (6)**	FROM: 2014	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Supervisor/Lead Chemist	1	(b)(4)		
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
Facilities Manager	1			
TOTAL DIRECT LABOR (Fully Loaded)				$900,821

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	$1,729,316

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Erlanger, KY	Contract Period/Term: **Award Term 2-Year Seven (7)**	FROM: 2015	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Program Manager	1	(b)(4)		
Supervisor/Lead Chemist	1			
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
QA/QC Manager	1			
Health and Safety Officer	1			
Administrative Assistant	1			
Facilities Manager	1			
IT Field Service Engineer	1			
TOTAL DIRECT LABOR (Fully Loaded)				$2,022,673

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	$3,412,094

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract

Location: Edison, NJ	Contract Period/Term: **Award Term 2-Year Seven (7)**	FROM: 2015	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Supervisor/Lead Chemist	1	(b)(4)		
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
Facilities Manager	1			
TOTAL DIRECT LABOR (Fully Loaded)				$901,009

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.

PROJECT TITLE: PHILIS Operations and Maintenance Support Contract			
Location: Denver, CO	Contract Period/Term: **Award Term 2-Year Seven (7)**	FROM: 2015	T 20

DESCRIPTION OF COST ELEMENTS

1.DIRECT LABOR	QUANTITY	ESTIMATED HOURS/PERSON	RATE/HOUR ($)	ESTIMATED COST($)
Supervisor/Lead Chemist	1	(b)(4)		
Chemist	1			
Chemical Technician	1			
Chemical Technician	1			
Facilities Manager	1			
TOTAL DIRECT LABOR (Fully Loaded)				$927,536

(b)(4)

2. OTHER DIRECT COSTS		ESTIMATED COST
	TOTAL OTHER DIRECT COSTS	**$232,000**

(b)(4)

5.)TOTAL ESTIMATED *Contract Period/Term, Year of Contract* COST	$1,769,388

The labor rates for all potential seven years of the contract shall be computed in accordance with the Cost Proposal instructions included in the Section L clause entitled "Instructions for the Preparation of Proposals."

LABOR

1. The fixed rates and prices contained in this clause shall be inclusive of all expenses including, but not limited to, contract level required reports, wages or salaries, labor costs, fringe benefits, overhead, health and safety, medical monitoring in accordance with OSHA 1910.120, computer and communications supplies and support, training, general and administrative expenses and profit. The rates shall apply for the duration of the contract.

2. Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed.

3. In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe conditions, or other conditions beyond either the control of the contractor or the Government, as determined by the Project Officer (PO), EPA will not pay the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site or otherwise approved by authorized EPA personnel. The contractor shall not be reimbursed for standby.

4. If the contractor or a team subcontractor provides a specific labor category through a third-party subcontractor, reimbursement for that labor category shall be at the establish fixed rate or at cost (including any applicable indirect rates) whichever is less, but shall not exceed the fixed rate set forth in this clause for that labor category.

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

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

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

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of **$500,000.00.** The amount of all orders shall not exceed **$45,032,474.00.**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

1. The actual preparation of Congressional testimony.

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

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

4. The actual determination of Agency policy.

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

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

7. The actual preparation of Award Fee Plans.

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

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

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

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

12. Preparing responses to Congressional correspondence.

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

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

15. Conducting administrative hearings.

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

clearances.

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

C.2 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

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

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

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

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

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

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

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

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

(3) EPA Computing and Telecommunications Services. *The Enterprise Technology Services Division (ETSD) Operational Directives Manual* contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be

operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: http://basin.rtpnc.epa.gov/etsd/directives.nsf.)

(c) *Printed Documents*. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204M
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 564-9629

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

C.3 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

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

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

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

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

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the

Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (FAR 52.246-6) (MAY 2001)

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

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials" includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h)

below, the cost of replacement or correction shall be determined under the Allowable Cost and Payment clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.2 INSPECTION/AUDITS

The contractor shall provide an opportunity for EPA to perform inspections/audits of the PHILIS units, QA/QC plans, operation plans and of operations at a frequency consistent with EPA's QMP, ERLN guidelines or other appropriate EPA guidelines.

E.3 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999) DEVIATION

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

	Title	Numbering	Date	Tailoring
[_]	*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.

A. **Pre-award Documentation:** The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

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

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

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, N/A. The offeror shall describe their plan for covering the costs associated with the 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: *(CO, select one or more)*

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

Project Plan for the contract	Plans (QA/R-5 [dated 03/20/01]	Requirements for Award of Quality Assurance Project contract
Assurance Project Plan for the entire program (contract)	Plans (QA/R-5 [dated 03/20/01]	[ ] Programmatic Quality EPA Requirements for Award of Quality Assurance Project contract
[ ] Project Plan for each applicable project	03/20/01]	Quality Assurance EPA Requirements for Issuance of Quality Assurance Project statement of Plans (QA/R-5 [dated work for the project
supplement to Programmatic Quality Assurance Project Plan for each applicable project.		[ ] Project-specific EPA Requirements for Issuance of Quality Assurance Project statement of Plans (QA/R-5 [dated work for the 03/20/01] 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.)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

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

The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency. Reports and documents may be added, removed, and/or changed at any time by EPA. Additional deliverables may be specified in individual TOs.

The following is a list of reports/plans and documents that the contractor is required to produce. Required reports are:

1. Analytical Reports - The contractor shall provide EPA with a complete written report of its validated analyses as required under the tasks performed. Analytical reports shall be formatted in accordance with the NELAC Institute (TNI) standards or EPA's ERLN. Written analytical reports shall be prepared by the contractor and hand delivered, mailed and/or e-mailed to the specified personnel in the TO or as directed by the TOM within two (2) weeks of sample delivery or as specified in the TO. All laboratory data deliverables shall be provided in an EPA approved electronic format, with the desired goal to be SEDD2a format to the specified personnel in the TO or as directed by the TOM within two (2) weeks of sample delivery or as specified in the TO.

2. Raw Data/Un-validated Data Reports – EPA may request the contractor to immediately release Raw Data/Un-validated Data Reports during emergency responses and/or during situations as deemed necessary by EPA. The Raw Data/Un-validated Data Reports shall clearly be marked as Raw Data or Preliminary data.

3. Budget/Project Report – The contractor shall provide EPA with a complete written report of all active projects at each location every week that is current for the previous week. This report shall include but not be limited to TO #, TO Title, TO total funding amount, TO funding used, TO net funding, TO total hours, TO hours used, TO net hours, TO initiation date, TO stated completion date, TO actual completion date, EPA TOM, PHILIS Project Manager, analytical report status, project status, other costs and comments.

4. PHILIS Status Report - The contractor shall provide EPA with a complete written weekly report of the status of each PHILIS location. This report shall include but not be limited to operational status, location, scheduled events/sites, instrument/equipment issues, maintenance issues, other issues, manual/plan status, staffing and comments.

5. QA/QC Program Plan - The contractor shall develop and maintain an EPA approved PHILIS quality assurance/quality control (QA/QC) program plan, which shall include performance evaluation samples and audits by EPA for all PHILIS units. The plan shall be in accordance with The NELAC Institute (TNI) standards and/or EPA's ERLN. The plan shall also comply with EPA guidelines and include a Laboratory Quality Assurance Project Plan. The QA/QC Program Plan shall be completed and approved by EPA three (3) months after award of contract.

6. Operator's Manual - The contractor shall generate and maintain an Operator's Manual that includes all pertinent information and Standard Operating Procedures needed to operate each PHILIS unit in an effective and safe manner. This manual is a reference document, designed to be an aid to personnel that have undergone PHILIS operational training. The following are some of the topics to be covered:

- PHILIS transport
- PHILIS setup at the incident scene
- Procedures, considerations, and requirements for shore power
- General sample handling (outside of procedures covered in Standard Analytical Protocols)
- Consumables handling, storage, and replenishment
- Waste handling and storage (i.e., a Laboratory Waste Management Plan)
- Sample archiving
- Communication within the PHILIS and to outside entities
- PHILIS shutdown at the conclusion of a mission
- PHILIS procedures pertaining to non-operational periods (e.g., storage of the PHILIS or idle periods)
- PHILIS staffing definition and location on-board the various vehicles
- PHILIS staff procedures and policies (for example, this would deal with breaks, meals, procedures relevant to the start and end of shifts, etc.)
- General PHILIS laboratory management and analysis flow
- Consideration and definition of PHILIS external interfaces not covered elsewhere
- The PHILIS Physical Security Plan
- Logistics considerations and procedures not covered elsewhere
- Other topics as assigned and approved by EPA

The Operator's Manual shall be completed and approved by EPA five (5) months after award of contract.

7. Health and Safety Plan - The contractor shall generate and maintain a PHILIS Health and Safety Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120/121 for all PHILIS activities.

The contractor shall certify to the Government in writing that each of its employees, subcontractors, or consultants has completed all health and safety programs in relation to the requirements of this contract, prior to the assignment of any such employee, subcontractor or consultant to PHILIS duty.

8. Physical Security Plan -The contractor shall generate and maintain a PHILIS Physical Security Plan that describes policies and procedures that address physical security elements contained in the Guidelines for Laboratories Handling Environmental Samples Suspected of Containing Chemical Warfare Agents and in Federal Facility Security Guidelines for all PHILIS units. This plan outlines specific actions to be taken to

implement and maintain security provisions. The Physical Security Plan shall be completed and approved by EPA one (1) month after award of contract.

9. Readiness Plan - The contractor shall develop a PHILIS Readiness Plan detailing the organizational, operational and technical strategy for responses and emergencies on a 24-hour basis for all of the PHILIS units. The Readiness Plan shall incorporate approaches to response showing how the contractor is organized to ensure that the appropriate equipment, personnel and resources are mobilized for each type of response. These approaches should take into account incident size and severity, from small incidents to INS. The ultimate response approach to be deployed for a particular incident shall be determined in consultation with the tasking EPA personnel. The Readiness Plan shall include provisions for an on-call response system to quickly deploy personnel and equipment to respond to each approach of an incident or release. The Readiness Plan shall address the contractor's plan for transportation/mobilization of personnel, equipment and resources to incidents throughout the U.S. The Readiness Plan shall include provisions for in-house and scheduled deploying PHILIS unit(s) sample analysis to be completed at a different PHILIS unit(s), Regional/EPA Lab(s), and/or contract lab(s) during emergency response activation(s). The Readiness Plan shall be completed and approved by EPA four (4) months after award of contract.

10. Maintenance Plan - The contractor shall provide EPA with their maintenance plan based on manufacturer's requirements, including an outline for continuous generator operations for remote locations and a maintenance plan checklist. EPA will conduct random inspections.

In addition, a technical report abstract for each draft final and final technical report shall be submitted in accordance with the clause in this Section titled "Electronic Submission of Deliverables".

F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

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

F.4 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from date of contract award through potentially eighty-four (84) months. This contract will have a two (2) year Base Period; one (1) 2-year Award Term (AWARD TERM I) and one (1) 3-year Award Term (AWARD TERM II).

BASE PERIOD: September __, 2009 - September __, 2011

AWARD TERM I: September __, 2011 - September __, 2013

AWARD TERM II: September __, 2014 - September __, 2016

F.5 ELECTRONIC SUBMISSION OF DELIVERABLES

(a) The contractor shall follow this clause as the standard for submitting the TO, TDD deliverables and TO close-out deliverables. The administrative and

technical deliverables shall be submitted separately in electronic format and will be packaged in accordance with standard commercial practice for ADP software. The electronic packages shall be labeled to indicate the following information:

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

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

Data Category	Required Applications
1) Narratives	Microsoft Word or .pdf
2) Spreadsheets	Microsoft Excel
3) Data Management	Microsoft Access
4) E-mail/Groupware	Lotus Notes
5) Graphics Microsoft	PowerPoint

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

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

(e) Contractor may be required to submit deliverables in accordance with standard applications or non-standard applications as directed by the contracting officer in accordance with paragraph “c” above.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984) DEVIATION

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

N/A

_____

_____

_____

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

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

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

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

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

G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

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

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12

on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

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

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

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

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

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

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

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

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

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.3 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

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

(a) Hourly rate.

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

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

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

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

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect

cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

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

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

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

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the

maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

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

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

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

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the

Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

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

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

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

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

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

Cost Center	Period	Rate	Allocation Base
(b)(4)	FY2008	(b)(4)	(a)
	FY2008		(c)

(b)(4)	FY2008	(b)(4)	(d)
	FY2008		(e)

Allocation Base:

(a) (b)(4)

(c)

(d)

(e)

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

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

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

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

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

Cost Center
Period
Rate
Base

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

G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Terry Smith - 202-564-2908 - Smith.Terry@epa.gov

Contract Specialist responsible for administering this contract:

Nicole A. Pratt - 202-564-2466 - Pratt.Nicole@epa.gov

Administrative Contracting Officer:

Margie Weathers - 202-564-4443 - Weathers.Margie@epa.gov

G.6 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION

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

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

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

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

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

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

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.

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

b. For contracts containing significant dollar amounts of Government

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

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

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

3. REQUESTS FOR GOVERNMENT PROPERTY.

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

1. Contract number for which the facilities are required.

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

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

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

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

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

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

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

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this

information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

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

5. RECORDS OF GOVERNMENT PROPERTY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

f. Distribution shall be as follows:

Original to:	EPA CPC
1 copy:	DCMA PA, if contract is administered by DCMA

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

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

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of

three distinct phases: identification of excess property, reporting of excess property, and final disposition.

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

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

c. Disposition Instructions.

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

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

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

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

5. The PLCO will either conduct the sale or instruct the contractor to

conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

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

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

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

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

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

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

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

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

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

H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

(a) *Definitions.*

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

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

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

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

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

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

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of

one page or 25,000 copies of multiple pages in the aggregate per requirement).
"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 limitation is 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. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. 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. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

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

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

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

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

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

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

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

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the

language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

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

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

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

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

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

H.5 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

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

In the certification the Contractor must certify, to the best of the Contractor’s knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that,

to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site. If not specified in the Task Order, the contractor shall comply with clause entitled "TDD COI Notification".

H.6 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,
Cost Control,
Timeliness of Performance,
Business Relations,
Compliance with Labor Standards,
Compliance with Safety Standards, and
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality,

cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the

specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.7 AWARD TERM INCENTIVE (EPAAR 1552.216-77) (FEB 2008) DEVIATION

(a) General. This contract may be extended as set forth in paragraph (b) based on overall contractor performance as evaluated in accordance with the Clause entitled "Award Term Incentive Plan," provided the Agency has a need for the effort at or before the time an award term is to commence, and if the contractor receives notice of the availability of funding for an award term period pursuant to the "Award Term Availability of Funds" clause. The Contracting Officer is responsible for the overall award term evaluation and award term decision. The Contracting Officer will unilaterally decide whether or not the contractor is eligible for an award term extension, and in conjunction with the Contracting Officer's Representative, will determine the need for continued performance and funding availability.

6. (b) Period of performance. Provided the contractor has achieved the performance measures, e.g., acceptable quality levels, set forth in the clause "Award Term Incentive Plan," the Contracting Officer may extend the contract by exercising two (2) additional award term incentive period(s) of one (1) 2-year award term and one (1) 3-year award term. The total maximum period of performance under this contract, if the Government exercises any option periods and all award term incentive periods is seven (7) years.

(c) Right not to grant or cancel the award term incentive. (1) The Government has the unilateral right not to grant or to cancel award term incentive periods and the associated award term incentive plans if—

(i) The Contracting Officer has failed to initiate an award term incentive period, regardless of whether the contractor's performance permitted the Contracting Officer to consider initiating the award term incentive period; or

(ii) The contractor has failed to achieve the performance measures for the corresponding evaluation period; or

(iii) The Government notifies the contractor in writing it does not have funds available for the award term incentive periods; or

(iv) The Government no longer has a need for the award term incentive period at or before the time an award term incentive period is to commence.

(2) When an award term incentive period is not granted or cancelled, any—

(i) Prior award term incentive periods for which the contractor remains otherwise eligible are unaffected.

(ii) Subsequent award term incentive periods are thereby also cancelled.

(d) Cancellation of an award term incentive period that has not yet commenced for any of the reasons set forth in paragraph (c) of this clause shall not be considered either a termination for convenience or termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the award term incentive is cancelled, a unilateral modification will cite this clause as the authority.

(e) Award term incentive administration. The award term incentive evaluation(s) will be completed in accordance with the schedule in the Award Term Incentive Plan. The contractor will be notified of the results and their eligibility to be considered for the respective award term incentive no later than 120 days after an evaluation period.

(f) Review process. The contractor may request a review of an award term incentive evaluation which has resulted in the contractor being ineligible for the award term incentive. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the results of the evaluation.

H.8 AWARD TERM AVAILABILITY OF FUNDS (EPAAR 1552.216-79) (FEB 2008)

Funds are not presently available for any award term. The

Government's obligation under any award term is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any award term payment may arise until funds are made available to the Contracting Officer for an award term and until the Contractor receives notice of such availability, to be

confirmed in writing by the Contracting Officer.

H.9 OPTION TO INCREASE THE AMOUNT OF SERVICES

The government has the option to increase the amount of services to be ordered under the contract by 50% of the total direct labor. This increase in services may be exercised in 10% increments up to five (5) times a year during the potential seven year period of performance.

Total Direct Labor:	$24,728,467.00
50% Increase:	$12,364,232.50
10% Increment:	$ 1,236,432.25

If this option is exercised by the Government, the parties hereto agree that all services provided within these increased amounts shall be provided at the same fixed rates which are in effect for the year of the contract when the services are provided. In accordance with the Section B clause entitled "Fixed Rates for Services-Indefinite Delivery/Indefinite Quantity Contract," if work extends beyond the last year of the contract, that last year's rates will remain in effect.

H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

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

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

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

remedies as may be permitted by law or this contract.

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

H.11 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H.15 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

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

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

(1) To 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.16 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

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

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

H.17 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are

authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.18 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

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

Direct Labor	Erlanger, KY	Edison, NJ	Denver, CO
Program Manager	(b)(4)		
Supervisor/Lead Chemist			
Chemist			
Chemical Technician			
Chemical Technician			
QA/QC Manager			

Health and Safety Officer	(b)(4)		
Administrative Assistant			
Facilities Manager			
IT Field Service Engineer			

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) 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.19 CONTRACTOR EMPLOYEES

The contractor shall require contract employees to wear identification badges that are distinctive in appearance at all times, and clearly distinguish the wearer as a contractor. Contractor employees are required to identify themselves as individuals working under a contract with EPA and to preface any comments with a statement that the individual is an employee of the contractor. When in the field, contractor personnel shall wear clearly distinguishable clothing with company logo imprinted on it. This procedure ensures that contractor personnel are always distinguishable from federal employees.

H.20 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

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

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

H.21 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual

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

H.22 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (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 relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

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

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

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

(C) Employee Relationship:

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

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

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

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

(2) Payments by the Government under this contract are not subject to

the Federal Insurance Contributions Act.

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

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

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

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

(1) The Contractor should notify the Contracting Officer in writing promptly, within five (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.23 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

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

final meeting announcements (or similar documents) the following notice:

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

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

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

H.24 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

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

H.25 TRANS-BOUNDARY EFFORTS

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

H.26 TRANS-BOUNDARY RESPONSE

This contract may be used to respond to incidents primarily in the border region of Canada and Mexico; but only upon official request by the Canadian and Mexican governments, in accordance with the general policies and procedures contained in the Joint Contingency Plan (JCP). As this contract requires trans-boundary response capability, coordination with the U.S. Border Patrol, Immigration, Customs, Department of Transportation and other federal, state and local officials, as well as international officials shall be necessary. The contractor shall be solely responsible for the transportation of personnel, materials and equipment across the borders, and all necessary paperwork for the rapid deployment of personnel, materials and equipment in an emergency situation. The contractor must comply at all times with all U.S. laws when working under this contract. Additionally, the contractor may be subject to Canadian and Mexican laws, including licensing and insurance requirements, for response activities performed in Canada and Mexico. An

actual response into Canada or Mexico is expected to be a rare occurrence

H.27 TRAINING

The contractor shall provide fully trained personnel for all labor provided to implement the Performance Work Statement. Relevant contractor personnel shall be field-trained and ready to accept relevant work under the Performance Work Statement for their respective areas of expertise.

When determined to be necessary by the EPA Project Officer and Contracting Officer, EPA will allow training for EPA-unique programs, systems and procedures. This training will be authorized by the PO and CO under TOs or through the issuance of a TDD. No other training will be a direct allowable charge under this contract. At no time shall the contractor provide inexperienced personnel to staff assignments under this contract.

The contractor shall certify to the Government in writing that each of its employees, subcontractors, or consultants has completed all health and safety programs in relation to the requirements of this contract, prior to the assignment of any such employee, subcontractor or consultant to field duty.

H.28 FIXED PRICE TASK ORDERS

Performance based task orders may be issued as fixed price. In those instances, in addition to the clauses previously incorporated herein, firm fixed price task orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are incorporated into the contract by reference.

52.229-3	JAN 1991 FEDERAL STATE AND LOCAL TAXES
52.232-1	APR 1984 PAYMENTS
52.232-15	APR 1984 PROGRESS PAYMENTS NOT INCLUDED
52.232-32	FEB 2002 PERFORMANCE BASED PAYMENTS (Only applicable to firm fixed price performance based task orders)
52.237-3	JAN 1991 CONTINUITY OF SERVICES
52.242-15	AUG 1989 STOP WORK ORDER
52.242-17	APR 1984 GOVERNMENT DELAY OF WORK
52.243-1	APR 1984 CHANGES- FIXED PRICE ALTERNATE I
52.244-5	DEC 1996 COMPETITION IN SUBCONTRACTING
52.245-2	APR 1984 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) Alternate I
52.246-4	AUG 1996 INSPECTION OF SERVICES (FIXED PRICE)
52.249-2	SEP 1996 TERMINATION FOR CONVENIENCE (FIXED PRICE)
52.249-8	APR 1984 DEFAULT (FIXED PRICE SUPPLY AND SERVICES)

H.29 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 EPA employees or to the Department of Justice without the prior written approval of the COR. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the CO.

H.30 HEALTH AND SAFETY

The nature of the work to be performed under this contract is inherently hazardous. Field inspections may be necessary to observe current conditions and identify areas of concern. The contractor is responsible for the safety of its employees and subcontractor employees on-site. However, EPA has the authority to review and establish the minimum standards of safety for all individuals on-site at any time. In performance of work under this contract the contractor shall, at a minimum, satisfy all Federal, State and Local statutes, regulations, ordinances, etc., regarding health and safety. The contractor shall implement and manage a Health and Safety Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120/121 for activities at hazardous waste sites. The contractor shall ensure that all contractor personnel working at the site comply with EPA, OSHA and State minimum safety standards. The required level of protection may be specified by EPA and shall be followed by the contractor.

If the contractor has a dispute with respect to health and safety, which cannot be resolved between EPA and the contractor's Health and Safety representative, the matter will be referred to the NDT Health and Safety Officer and to the contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolution process, the contractor may not delay implementation of an EPA directive pertaining to health and safety. When a specific site safety plan is required as part of a field deployment, such plan shall be submitted to the EPA for review and approval prior to commencing work. Upon receipt of EPA's approval, the contractor shall follow such plan throughout the duration of the project, unless modifications to the plan have been directed by EPA. If a site safety plan is provided by the Government, the contractor agrees to follow such plan unless objections are made known to EPA within twenty-four (24) hours for non-emergency responses and within four (4) hours for emergency responses or within a time determined by EPA but not less then four (4) hours of its submission to the contractor. In any event, commencement of onsite work without notification to EPA of any objections will be deemed to constitute acceptance of the safety plan.

Notwithstanding EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements will not be borne by EPA.

The contractor shall certify to the Government in writing that each of its employees, subcontractors or consultants has completed all health and safety programs in relation to the requirements of this contract, prior to the assignment of any such employee, subcontractor or consultant to PHILIS duty.

H.31 PUBLIC COMMUNICATION

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

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

H.32 DATA

(a) The Contractor hereby agrees to deliver to the Contracting Officer, within sixty (60) calendar days after the completion of the contract period of performance the following documents:

1. All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information", pursuant to the contract clause entitled "Treatment of Confidential Information."

2. All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims of Confidentiality".

3. All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General", which is pertinent to support of the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the Contract Clauses of this contract.

4. Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled "Additional Data Requirements".

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the contract clause entitled "Additional Data Requirements", the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

(c) The Contractor shall not be required to turn over or provide to the Government any of the following:

1. Contractor and personnel performance ratings and evaluations.
2. Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

(d) Upon receipt of all data provided to the Government by the Contractor under Paragraph A above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

H.33 SAMPLE COLLECTION, DATA MANAGEMENT, REVIEW, TRACKING AND REPORTING REQUIREMENTS

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

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

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

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

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

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

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

(c) The contractor shall follow regional guidance for the information that is to appear on sample labels generated using Forms II Lite™. This will require setting up a label template to print the specified information. Setting up the label template should be a one time set-up and would only require changes if the regional guidance is updated. Site names and/or locations shall not be provided to CLP or non-CLP laboratories, to avoid any real or perceived conflict-of- interest with

a laboratory analyzing US EPA samples.

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

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

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

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

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

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

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

(b) The FORMS II Lite COC Form captures the essential ANSETS data and is the most direct and effective way for the contractor to meet ANSETS

requirements. The electronic COC Form shall be submitted according to instructions provided at:
http://www.epa.gov/superfund/programs/clp/ansets.htm

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

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

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

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

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

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

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

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

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

H.34 DISCOUNT AIR PASSENGER TRANSPORTATION RATES

(a) To the maximum extent practicable consistent with travel requirements, the contractor agrees to use reduced air transportation rates and services provided through available discount air fare carriers for bona-fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this

contract when use of such rates results in the lowest overall cost to the Government.

(b) Nothing in this clause shall authorize transportation or services which are not otherwise reimbursable under this contract.

(c) In the event of any inconsistencies between this clause and the travel costs authorized by FAR Part 31.205-46, the FAR cost principle shall take precedence.

H.35 DISCOUNT HOTEL/MOTEL LODGING RATES

(a) To the maximum extent practicable consistent with hotel/motel accommodations and lodging requirements, the contractor agrees to use reduced hotel/motel rates and services for bona-fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract, when use of such rates results in the lowest overall cost.

(b) To the maximum extent practicable and consistent with Federal Acquisition Regulation, the contractor agrees to secure lodging on other than a daily rate basis so that the maximum quantity and term discounts are achieved. To the maximum extent practicable and consistent with Federal Acquisition Regulation, the contractor shall secure full service lodging suites inclusive of kitchen facilities.

(c) Nothing in this clause shall authorize lodging and accommodations or services which are not otherwise reimbursable under this contract. Nothing in this clause requires any hotel/motel establishment to make available to the contractor special hotel/motel rates or other Government discount rates.

(d) In the event of any inconsistencies between this clause and the travel costs authorized by FAR Part 31.205-46, the FAR cost principle shall take precedence.

H.36 RETENTION AND AVAILABILITY OF CONTRACTOR FILES (LOCAL LW-04-02) (DEC 2001)

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

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

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of the 3 year period stated in the clause "AUDIT-NEGOTIATION (APR 1984)." (See FAR 4.703(b)(1))

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

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

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

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

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

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

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

H.37 AWARD TERM INCENTIVE PLAN

(a) The Award Term Incentive Plan provides for the evaluation of performance, and, together with Agency need and availability of funding, serves as the basis for the award term decisions. The Award Term Incentive Plan may be unilaterally revised by the Government. Any changes to the Award Term Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The Government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions.

(b) *Evaluation Periods and Award Term Incentive Periods*

For all evaluation periods, the award term evaluation will be arrived at by

averaging all Tasking Instrument performance ratings for the specific period.

Evaluation/Award Term	**Incentive Periods Evaluation Schedule**
First Evaluation Period **Base Period - Months 1-24:**	Award Term decision for exercising Award Term I (2 years) to be finalized not later than the end of Month 21. Notification of intent to extend the period of performance to be issued by end of Month 21.
Second Evaluation Period **Award Termn I - Months 25-48:**	Award Term decision for exercising Award Term II (3 years) to be finalized not later than the end of month 45. Notification of intent to extend the period of performance to be issued by end of Month 45.

(c) *Significant Tasks*

Each Task Order will state the significant tasks that will be evaluated. For overall contract Performance Standards, Acceptable Quality Level (AQL), Monitoring Method, and Incentives and Disincentives, see below:

PERFORMANCE STANDARDS

The contractor must perform all activities stated in the PWS. The contractor must meet the schedule outlined in the approved Tasking Instrument and the contract required response times as found in Section 4.0 of the PWS. The contractor must not exceed the dollar amount specified in the approved Tasking Instrument.

ACCEPTABLE QUALITY LEVEL (AQL)

The contractor performs all activities stated in the PWS as well as the Tasking Instrument.

MONITORING METHOD
EPA will evaluate the contractor's performance on a monthly basis as part of the invoice/status report approval process. EPA will also evaluate the contractor's performance during the annual past performance review and may periodically perform additional review of selected requirements (see paragraph (d) below for additional information).

INCENTIVES/DISINCENTIVES

Should the contractor fail to meet one or more of the performance standards more than one time, this repeated failure to adequately perform will be noted on the contractor's performance rating.

Should the contractor fail to meet the AQLs, EPA may require the contractor to correct the deficiencies, as provided in FAR 52.246-6 (MAY 2001) Inspection - Time & Material and Labor-Hour.

Excellence in performance as it relates to overall quality, timeliness and cost effectiveness of work is necessary in order to earn an award term extension of performance. To be excellent in its performance a contractor must receive an average evaluated score of 4.0 to 5.0. (see paragraph (d) below for additional information).

The determination to grant an award term extension is at the sole discretion of EPA and is not subject to the Disputes Act.

(d) *Annual Past Performance Review via National Institutes of Health (NIH) Contractor Performance System (CPS)*

At the conclusion of each contract year, an average contract rating shall be determined using the numerical ratings entered into the NIH CPS for this contract. The NIH CPS is an interactive database located on the internet which EPA uses to record contractor performance evaluations.

The contract year average rating shall be obtained by dividing the combined ratings by the number of ratings.

The contractor shall be evaluated for performance for each twelve (12) month period as shown under paragraph (b) of this section. Based on the average evaluation of each of the three (3) periods the contractor shall be eligible for the following award term:

If the contractor receives an average evaluation score of 4.0 to 5.0 for the **First Evaluation Period, Months 1-24**, then the contractor may receive one (1) twenty-four (24) month award term to commence after month twenty-four (24)of the contract. To receive an evaluation score of 4.6 to 5.0 the contractor shall be excellent in its performance as it relates to overall quality, timeliness and cost effectiveness of work.

If the contractor receives an average evaluation score of 4.0 to 5.0 for the **Second Evaluation Period, Months 25-48**, then the contractor may receive one (1)thirty-six (36) month award term to commence after the first award term ending after month forty-eight-eight (48) of the contract. To receive an evaluation score of 4.6 to 5.0 the contractor shall be excellent in its performance as it relates to overall quality, timeliness and cost effectiveness of work.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	SEP 2007	REPORTING SUBCONTRACT AWARDS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-29	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007)
52.216-30	FEB 2007	TIME-AND-MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS--NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION (FEB 2007)
52.216-31	FEB 2007	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL

		REQUIREMENTS--COMMERCIAL ITEM ACQUISITION (FEB 2007)
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	APR 2008	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-5	NOV 2007	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	OCT 2008	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	JUN 2007	SUBCONTRACTS (JUNE 2007)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

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

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

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

(b) The Contractor shall--

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

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

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

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

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

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

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through eighty-four (84) months.

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

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

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not

obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

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

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two(2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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

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

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

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

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

under this contract after 30 days beyond the expiration date of the contract.

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

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 10 days.

I.7 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least forty-five (45) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed seven (7) years.

I.8 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (JUN 2007)

(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.

(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 exercise date specified in the contract for 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/services/contractingopportunities/sizestandardstopics/.

(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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, 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 ORCA, or does not have a representation in ORCA 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, [] is not a small business concern under NAICS Code _____ assigned to contract number _____.

[*Contractor to sign and date and insert authorized signer's name and title*].

I.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

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

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

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

I.10 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES

(DEC 2004) (FAR 52.222-39) (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

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

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

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations BoardDivision of Information1099 14th Street, N.W.Washington, DC 205701-866-667-65721-866-316-6572 (TTY)
To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as

the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.11 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)

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

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

I.12 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond 09/30/10. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 09/30/10, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.13 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

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

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

I.14 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (FEB 2009)

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

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

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(viii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10

U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

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

I.15 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

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

I.16 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

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

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

I.17 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)

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

NOTICE TO EMPLOYEES

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

collective bargaining, contract administration, and grievance adjustments.

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

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

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

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

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	PHILIS Performance Work Statement
2	Invoice Preparation Instructions
3	Minimum Standards for EPA Contractor's Conflict of Interest Plan

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-HQ-08-13082 are incorporated into this contract by reference.

ATTACHMENT 1

PHILIS PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

For PR-HQ-08-13082

Portable High-throughput Integrated Laboratory
Identification System (PHILIS) Operations and Maintenance Support Contract

1.0 BACKGROUND

The United States Environmental Protection Agency's (EPA) Office of Solid Waste and Emergency Response (OSWER), Office of Emergency Management (OEM) has directed the National Decontamination Team (NDT) to solicit a contractor capable of maintaining and operating three (3) diversely located Portable High-Throughput Integrated Laboratory Identification Systems (PHILIS). The PHILIS systems are designed to detect Chemical Warfare Agents (CWAs) and Toxic Industrial Chemicals (TICs). The PHILIS provides on-site mobile laboratory capabilities to support EPA's Environmental Response Laboratory Network (ERLN) to respond to chemical warfare agent attacks, as well as any supplementary locations that are deemed fundamental to accomplishing EPA's mission.

In addition, the PHILIS may participate in EPA exercises, interagency exercises, trans-boundary activities in foreign countries; and may be deployed to Superfund sites to perform environmental analysis at the request of EPA Regional Offices. The PHILIS shall be utilized at their base of operations or at sites identified by EPA to analyze routine and non-routine analytical samples. The PHILIS may also support EPA's training efforts for the Laboratory Response Corps, and perform method validation and development. The Laboratory Response Corps personnel trained on the PHILIS would then supplement PHILIS personnel requirements at time of need.

2.0 OPERATIONS

The PHILIS systems are designed to analyze contaminated samples following sample collections from CWAs and TICs resulting from terrorist events or accidental chemical and toxic releases, without the need to transport large numbers of samples to remote locations. As a mobile laboratory, a PHILIS vehicle near the event would be quickly deployed to the affected location. Highly reliable validated analytical results would be available for decision-making within two to three hours after sample analysis.

The primary PHILIS task is to identify and quantitate CWAs and TICs at very low levels in gaseous, liquid, surface wipes or solid samples (and mixtures of these phases) at high throughputs in the range of hundreds of samples per 24-hr period. With re-supply and staff rotation, the PHILIS shall be capable of operating indefinitely, with time allowed for maintenance and refurbishment.

Method Quantitation Limits (MQLs) are guided by EPA risk analyses. The PHILIS analysis capability will enable appropriate authorities to determine the geographical boundaries of hazardous areas and to assess the degree of hazard within those boundaries. As site remediation proceeds, the PHILIS will enable rapid updating of assessments of hazardous areas so that civilian populations are effectively protected in the aftermath of a major chemical incident. PHILIS data will be used during the investigation and cleanup efforts necessary to clear contaminated buildings and infrastructure before reoccupation can be approved. PHILIS data quality shall be equivalent to data generated in traditional "brick and mortar" EPA laboratories.

The selected contractor shall function in support of EPA's OSWER OEM's PHILIS missions under the authority of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), Oil Pollution Act (OPA), Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA), Clean Water Act (CWA), Safe Drinking Water Act (SDRA), Clean Air Act (CAA), National Contingency Plan (NCP), Presidential Decision Directives (PDD) 39, 62, and 63, Homeland Security Presidential Directive (HSPD) 9,10 and 22, as well as the National Response Framework (NRF), Concept of Operations Plan (CONPLAN), Robert T. Stafford Natural Disaster Act and other legislative acts currently mandated or to be mandated in the future. Technical and analytical support of the PHILIS units shall include on-site work at their bases of operations located in Edison, NJ, Erlanger, KY, and Denver, CO, as well as site-specific work throughout the U.S. The contract may be used to respond to trans-boundary incidents in foreign countries, primarily the border regions of Canada and Mexico.

When the PHILIS units are not deployed, they will serve as surge capacity for other EPA laboratories and for training. OEM will coordinate with EPA's National Homeland Security Research Center (NHSRC) to use the PHILIS contractors/units to train, develop and validate methods and procedures. The NHSRC has developed Standardized Analytical Methods (SAM) for Environmental Restoration Following Homeland Security Events and is preparing companion documents. The SAM provides information on analytical methods to be applied during the "Site Remediation" phase. The four companion documents are:

1. Sample Collection Information Document: This document describes how to collect a sample in order to facilitate entry into the analytical process in the lab. It lists the container type, sample size, preservation, holding times and transportation concerns. This information is specific to the analytical methods listed in SAM.

2. Preliminary Identification of Analytes: This document provides information regarding equipment that can be used for preliminary identification in the lab. Unlike SAM, it lists multiple equipment and/or procedures that could be used for each analyte.

3. Field Sample Equipment Document: This document is intended to provide information regarding field-screening equipment that is currently in use by EPA first responders, in terms of equipment capabilities for addressing the target chemical and radionuclide analytes and environmental matrices included in SAM.

4. Sample Disposal Document: This document offers sample disposal guidelines for samples taken to the laboratory after a chemical, biological or radiological event for all of the contaminants or agents represented in SAM.

The PHILIS units shall comply with these documents and/or others as deemed necessary by the Task Order Manager (TOM).

Each PHILIS unit includes a vehicle suite, analytical equipment, physical security protocols, analytical protocols/methods and operating procedures comprising a mobile laboratory for the rapid field analyses of CWAs and TICs. The PHILIS vehicles subsystems are the physical subsystems comprising the mobile laboratory platforms that host and support the Laboratory Information Management System (LIMS) and Analytical Equipment.

A PHILIS can be functionally separated into the Sample Receiving Area (SRA), Sample Preparation Area (SPA), PHILIS Analytical Laboratory (PAL), Sample Storage Area (SSA), Consumables Storage Area (CSA), Waste Storage Area (WSA), and Office Area (OA). In addition, a dedicated Ultra-dilute Solutions Room (USR) inside one of the vehicles shall be used for storing and preparing EPA Ultra-dilute Solutions (EUS). EUS is defined as nominally 10-ppm single CWA analyte standards, limited to a maximum of 10 1-mL vials/ampoules. In addition, EUS is used to prepare/dilute GC calibration standards and dilute spiking standards.

The function of the SRA is to receive and log in incoming samples per EPA approved Standard Analytical Protocols. The SRA has the facilities necessary to support the following functions:

a) Receipt of samples
b) Sample log in into the PHILIS LIMS
c) Safe handling of potentially highly contaminated samples
   (Samples will not be accepted into the SRA if there is evidence of contamination on external surfaces of sample containers over/outer packaging.)
d) Initial categorizing and queuing of samples into preliminary batches
e) Prioritizing samples as directed by the site PHILIS Sample Coordinator as appointed by EPA
f) Effective management of SRA laboratory supplies/consumables
g) Effective management of wastes generated in the SRA
h) Immediate response to emergencies involving personnel injury or equipment failures
i) Decontamination of SRA staff after accidental spills of hazardous materials
j) Communication between the SRA and other PHILIS operations
k) Generation of LIMS reports
l) Maintenance of equipment
m) Barcode labeling or the equivalent shall be used to track all sample containers
n) Other duties as assigned and approved by EPA

The function of the SPA is to process incoming samples per EPA approved methods and generating sample extracts suitable for the PAL. The SPA provides sample splitting and sample processing functions. A number of key SPA processes are automated so that throughput requirements can be met or meet EPA standards. These processes include extraction of CWAs from solid and liquid sample materials. The SPA has the facilities necessary to support the following functions:

a) SRA/SPA interface that permits the direct transfer of sample packages
b) Receipt of samples from the SRA while maintaining strict sample custody
c) Safe handling of incoming samples and processed extracts containing target analytes at IDLH hazardous levels
d) Analytical processing of samples in diverse matrices including air, soil, sand, water, swabs/wipes and solid/liquid mixtures in accordance with established Standard Analytical Protocols
e) Safe transfer of samples and extracts between work areas in the SPA
f) Safe transfer of concentrated extracts from the SPA to the PAL
g) Effective management of SPA laboratory supplies/consumables
h) Effective management of wastes generated in the SPA
i) Refrigerated (nominally 4 deg C) storage of standards and heat-sensitive reagents
j) Temporarily refrigerated (nominally 4 deg C) storage of archived samples and excess sample materials
k) Immediate response to emergencies involving personnel injury or equipment failures
l) Decontamination of the SPA and staff after accidental spills of hazardous material
m) Communication between the SPA and other PHILIS operations
n) Maintenance of equipment
o) Generation of LIMS reports
p) Other duties as assigned and approved by EPA

The function of the PAL is to analyze the received samples in accordance with established Standard Analytical Protocols. The PAL will have the facilities necessary to support the following functions:

a) Safe handling of concentrated extracts received from the SPA or SRA; extracts may contain the target analytes at IDLH levels
b) Strict chain-of-custody
c) Analysis of extracts in accordance with established Standard Analytical Protocols
d) Data networking to enable the interfacing of instruments to the LIMS
e) Generation of printed copies of raw analysis results and reports
f) Effective management of PAL supplies/consumables
g) Effective management of PAL wastes
h) Refrigerated (nominally 4 deg C) storage of standards and heat-sensitive reagents
i) Immediate response to emergencies involving personnel injury or equipment failures

j) Decontamination of PAL area and staff after accidental spills of hazardous materials
k) Communication between the PAL and other PHILIS operations
l) Maintenance of analytical equipment
m) Generation of LIMS reports
n) Other duties as assigned and approved by EPA

The SSA of the PHILIS is used to store archived samples in accordance with established Standard Analytical Protocols. The SSA has the facilities necessary to support the following storage functions:

a) Refrigerated archived and backlogged samples
b) Refrigerated excess sample materials
c) Ventilation and filtration systems necessary to reduce hazardous vapor emissions from samples and chemical reagents to concentrations below OSHA Permissible Exposure Limits (PEL)
d) Systematic arrangement of all materials stored for ease of retrieval
e) LIMS tracking of stored materials and strict chain-of-custody
f) Safe transfer of samples into and out of the SSA
g) Immediate response to emergencies involving personnel injury or equipment failures
h) Decontamination of SSA and staff after accidental spills of hazardous materials
i) Communication between the SSA and other PHILIS operations
j) Effective management of SSA wastes and sample disposal
k) Other duties as assigned and approved by EPA

The function of the CSA is to store and maintain the PHILIS operations consumables. The quintiles of consumables that shall be stored and maintained for a defined field response work period, which shall be established by EPA and the contractor, then approved by EPA. The storage facility will not cause any degradation of the consumables and the PHILIS operations will not contaminate the stored consumables. The CSA has the facilities necessary to support the following functions:

a) Proper storage of various types of laboratory supplies/consumables
b) Effective arrangement of consumables for ease of retrieval
c) Tracking of consumable inventory and utilization rate.
d) Safe transfer of materials in and out of the PHILIS operations
e) Effective management of CSA wastes
f) Proper storage of various types of office supplies/consumables
g) Other duties as assigned and approved by EPA

The WSA is used to store, track and dispose of PHILIS waste materials. The WSA will provide a safe, environmentally

responsible, well-organized storage and disposal of excess sample materials, sample processing/analysis items, and sample processing/analysis liquids. The WSA has the facilities necessary to support the following functions:

a) Proper storage of various types of wastes generated by PHILIS activities
b) Hazardous wastes shall be segregated from non-hazardous wastes
c) Storage, handling, and disposal shall comply with applicable federal, state, and local regulations
d) Segregation of waste types to reduce space usage and disposal costs (Consolidation)
e) Ventilation and filtration systems necessary to reduce hazardous vapor emissions from waste materials to concentrations below OSHA Permissible Exposure Limits (PEL)
f) Arrangement of waste materials for ease of removal when containers are full
g) Tracking of waste inventory and accumulation rates
h) The status of waste storage containers (empty, partially filled, filled) shall be obvious to personnel upon quick inspection
i) Safe handling of wastes coming into the WSA
j) Safe handling of wastes during disposal to waste facilities outside of the PHILIS
k) Containment facilities to localize spills
l) Immediate response to emergencies involving personnel injury or equipment failures
m) Decontamination of WSA area and staff after accidental spills of hazardous materials
n) Communication between the WSA and other PHILIS operations
o) Other duties as assigned and approved by EPA

The OA will have the facilities necessary to support the following functions:

a) Space to accommodate small staff meetings and when not in use for meetings, this space shall also be suitable for staff work breaks.
b) Desk space for individuals
c) Interaction with the LIMS, including generating reports
d) Communication between the Site Laboratory Coordinator and PHILIS operations
e) Data review
f) Report writing
g) Other duties as assigned and approved by EPA

The primary vehicle support systems include, but are not limited to, the:

- Water system

- Electrical system
- Gas distribution system
- Heating, Ventilation and Air Conditioning (HVAC) system
- Communications systems

Descriptions for each of the support systems listed above can be found below in Task 4: PHILIS Vehicle Support.

Below is a partial list of PHILIS equipment that is available at the three locations:

Edison, NJ – PHILIS System	
2	Laboratory trucks, 24' bed
10	Agilent™ GC/MS systems w/Gerstel™ MPS-2 auto-samplers
1	24' bed 5th wheel sample prep trailer w/Ford 550 tow vehicle
1	12' bed cooler/sample storage truck
3	Generator systems
1	LIMS system
1	UPS system
1	Misc meters and kits, Karl Fisher Titrators, ADP2000, XRF analyzers

Erlanger, KY – PHILIS-2 (PHILBERT) System	
1	Lab Trailer, 53'
6	Agilent™ GC/MS w/FPDs systems w/Gerstel MPS-2 auto-samplers
1	Waters™ LC/MS-MS system w/N2 generator
1	LIMS system
1	UPS system

1	Sample Prep Trailer, 53'
1	24' Bed 5th wheel sample log in area/ultra-dilute secure trailer
3	Generator systems
1	Automated sample prep equipment
1	Misc. meters and kits

Denver, CO – PHILIS system (location tentative)	
1	Motorcoach Mobile Lab Bus
3	Leca Pegasus III™ GC/TOF-MS w/CombiPal GC auto-samplers
1	LIMS system
1	UPS system
1	Sample prep trailer, 53'
4	Dionex ion chromatographs w/auto-sampler
3	SPE automated sample prep units
2	Generator systems
1	Misc. meters and kits

The PHILIS units were custom designed and built by different contractors, thus each one is furnished with different equipment and is not set-up identically. The PHILIS units' capabilities/systems may be upgraded/matched to the PHILIS-2 unit. The PHILIS-2 as indicated above is stationed in Erlanger, KY. Capabilities of the PHILIS units are limited to the space and systems onboard. Additional equipment and analytical capabilities may be added to one or all of the PHILIS units if deficiencies are determined and when EPA funding is available. The PHILIS units are EPA owned equipment that is maintained and operated by the contractor and EPA personnel.

3.0 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING TASKS:

Task 1: PHILIS Laboratory Support

The contractor shall provide trained personnel capable of operating and maintaining all bench top and handheld instruments/equipment associated with the PHILIS units per manufacturer's requirements and EPA requirements. Service contracts for instruments/equipment associated with the PHILIS units shall be acquired and maintained by the contractor with EPA approval. Some of the trained personnel shall also have the capability to perform and participate in method development and method validation studies.

The contractor shall dispose of all waste (including samples) generated by the PHILIS units' operations in accordance with the Code of Federal Regulations, Title 40, Part 262 (40 CFR 262) and any other applicable Federal and State requirements. The disposal and use of ultra-dilute CWA standards and CWA samples and waste will comply with the Guidelines for Laboratories Handling Environmental Samples Suspected of Containing Chemical Warfare Agents, ERLN guidelines, and any applicable or relevant and appropriate requirements (ARAR) under federal or state laws.

The contractor shall ensure that all information and analytical data are technically sound, statistically reliable and generated using approved EPA methods. All software, procedures, processes and anything else developed or modified shall be Government property and require no further costs or fees from the Government for use.

The contractor shall ensure utilization of EPA's SCRIBE environmental data management system or an EPA approved method to receive all environmental sampling performed under this contract and deliver the resultant data files to the requester as a project deliverable. All laboratory data deliverables shall be provided in an EPA approved electronic format, with the desired goal to be SEDD2a format.

Task 2: Training

The contractor shall provide laboratory equipment, instruments and methods training to EPA approved personnel as part of the EPA's Laboratory Corps (which is part of EPA's Response Support Corps) training efforts or for other programs.

Task 3: Planning and PHILIS Technical Documents

Trained administrative/technical personnel shall be capable of establishing and maintaining an approved EPA environmental analytical laboratory under EPA's Laboratory Quality Management Plan or other appropriate EPA quality assurance/quality control (QA/QC) guidance plans, including ERLN membership criteria. It is understood that the QA/QC criteria may change due to the nature of the response as directed by the EPA.

The contractor shall develop and maintain an EPA approved PHILIS quality assurance/quality control program for the PHILIS

units, which shall include performance evaluation samples and audits by EPA. EPA intends for the PHILIS systems (laboratories) to eventually become a member of EPA's ERLN and comply with its operational guidance and QA/QC criteria.

The contractor shall generate and/or maintain an Operator's Manual that includes all pertinent information and Standard Operating Procedures needed to operate the PHILIS in an effective and safe manner. This manual is a reference document designed to be an aid to personnel that have undergone PHILIS operational training. The following are some of the topics to be covered:

- PHILIS transport
- PHILIS setup at the incident scene
- Procedures, considerations, and requirements for shore power
- General sample handling (outside of procedures covered in Standard Analytical Protocols)
- Consumables handling, storage, and replenishment
- Waste handling and storage (i.e., a Laboratory Waste Management Plan)
- Sample archiving
- Communication within the PHILIS and to outside entities
- PHILIS shutdown at the conclusion of a mission
- PHILIS procedures pertaining to non-operational periods (e.g., storage of the PHILIS or idle periods)
- PHILIS staffing definition and location on-board the various vehicles
- PHILIS staff procedures and policies (for example, this would deal with breaks, meals, procedures relevant to the start and end of shifts, etc.)
- General PHILIS laboratory management and analysis flow
- Consideration and definition of PHILIS external interfaces not covered elsewhere
- The PHILIS Physical Security Plan
- Logistics considerations and procedures not covered elsewhere
- Other topics as assigned and approved by EPA

Task 4: PHILIS Vehicle Support

The contractor shall provide trained personnel to service and drive PHILIS vehicles. Some of the vehicles require the driver to have a commercial driver's license (CDL). Support shall include but is not limited to maintenance of vehicles, trailers, generators, system utilities for all equipment and uninterrupted power supplies. Transportation of the 53' tractor-trailers shall require the use of tractors that the contractor shall supply.

The primary vehicle support systems include but are not limited to the water system, the electrical system, the gas distribution system, the Heating, Ventilation and Air Conditioning (HVAC) system and the communications system. Each system is described below:

- Water system: provides a supply of clean (but not necessarily potable) water to all areas of the PHILIS operations. Water storage is capable of being replenished by a bulk transfer either from an outside supply or via a garden hose style connection. The water system provides for collection and storage of gray water.

- Electrical system: provides an on-board power generation system and electrical power distribution network within PHILIS that supports the operation of analytical instruments, lighting and other functions that require electrical power. The PHILIS is capable of accepting external site power in lieu of on-board generated power.

- Gas distribution system: provides the central distribution/supply for any gases needed for PHILIS operations.

- HVAC system: provides the conditioning, recirculation and exhausting of the air that is brought into the PHILIS vehicles. The HVAC system is capable of maintaining a comfortable and safe working environment within the vehicles.

- Communications systems: provide for voice and data communication within and among the PHILIS vehicles and with outside entities. The PHILIS provides hardwired and wireless network interfaces, peripheral equipment and voice communication capability to support external stations.

Task 5: Administrative Support

The contractor shall provide general administrative and office support for the daily and emergency response operations and maintenance activities of the PHILIS systems, including:

provide and maintain an inventory of expendable supplies required to perform environmental analytical analysis and PHILIS operations;

track all PHILIS contract personnel to assure all their medical monitoring, training and requirements are current and up to date; and

comply with all Federal Acquisition Requirements, Federal travel policies, OSWER Directives, and any other ARARs as deemed necessary by EPA.

Contract employees shall have the ability and training to function in a National Incident Management System/Incident Command System (NIMS/ICS) structure.

The contractor shall not publish, release, use or disclose any work product generated under this contract without EPA's written approval; interpret EPA policies or regulations when conducting any training, seminars, or presentations; and/or provide any legal advice or legal interpretations.

Emergency Responses shall take precedence over all PHILIS projects. The contractor shall arrange for in-house and scheduled PHILIS sample analysis to be completed at a different PHILIS unit(s), Regional/EPA Lab(s), and/or contract lab(s) during emergency response activation(s).

4.0 RESPONSE TIMES

The contractor shall provide a management and personnel structure that will ensure that personnel are available on a 24 hour-a-day basis and that responses are conducted in accordance with the technical direction outlined in the TO or as provided by the EPA Project Officer (PO). For emergency response actions requiring immediate mobilization to the site, the contractor will be required to be en-route within two hours and arrive at the site no later than twenty-four (24) hours from notification.

The PHILIS units are scalable to provide different throughput capabilities. The contractor shall work with the TOM to determine what equipment is required for a deployment. The PHILIS shall be prepared for immediate deployment upon notification of an emergency. The PHILIS shall be capable of initiating travel to the hazardous site within two or three hours of receiving the request. **INS and potential INS multiple drivers with and without CDLs may be required to expeditiously drive the PHILIS units 24 hours a day for as many days as it takes to get to the site**. The PHILIS shall be operational within four (4) hours after arriving at the deployment site once a setup is established.

Additionally, under emergency response, all remaining non-key personnel and equipment requested by the PO will be required at the site within twenty-four (24) hours of receiving a verbal TO. Typically, for other than emergency removal responses (time critical and non-time critical removals), the contractor will be required to deliver all required personnel, equipment, materials and other necessary items within seventy-two (72) hours of notification.

The region will issue a TO to the PHILIS Project Manager (PM), designated by the contractor as the representative for the overall administration of TOs. The PM shall be the contractor's representative to initiate work, assign response personnel and commit equipment, materials, and other resources specified with this contract. The PM will ensure that all such items are available within the required response time limits.

The POs are authorized and duly delegated to direct and coordinate the execution of the TO for each response action. This

includes directing the execution of the TO, through the designated contractor's PHILIS Project Manager (PM) for the specific actions. The PM is the contractor's representative for the site and shall be responsible for the day-to-day decision making processes pertaining to on-site activities, which are approved by the EPA POs.

5.0 EXPERIENCED AND TRAINED PERSONNEL

All contractor personnel shall have appropriate college degrees, environmental laboratory experience and training prior to working on the PHILIS units. This would include but not be limited to experience with EPA methods for chemical analysis on the same type of analytical equipment as on the PHILIS units. This experience and training shall be provided and paid for by the contractor.

PHILIS staff shall be thoroughly trained in PHILIS Operations and in the employment of Standard Analytical Protocols. PHILIS training shall include an emphasis on safety, as addressed in the PHILIS Health and Safety Plan. At the conclusion of training, staff shall be skilled and knowledgeable in the function in which they are designated to work. Cross training shall occur when time permits in order to keep the PHILIS staff at a high level of emergency preparedness. PHILIS staff shall consist of individuals with significant chemical analytical laboratory experience.

6.0 ADMINISTRATIVE AND TECHNICAL PERSONNEL CATEGORIES

The PHILIS requires staffing sufficient for continuous operation, 24 hrs/day, for an indefinite period. This requires a sustainable system of shifts and a slight excess of available staff to cover vacancies (such as due to illnesses, vacation, etc.). EPA does not anticipate the contractor to fully staff all positions to operate all of the PHILIS units 24 hours a day, seven days a week. The contractor shall provide full-time key personnel listed in this PWS and provide a means to staff positions in time of EPA need. EPA's Laboratory Response Corps and other EPA personnel trained on the PHILIS units will supplement PHILIS unit contractor personnel requirements in time of need.

The PHILIS will require staffing sufficient to meet operational requirements for deployment, training, method development and validation, surge capacity, and other tasks as EPA deems appropriate. If the PHILIS units are not in service, the PHILIS units shall have a staff person who ensures that the systems are ready for immediate operation. This person is responsible for regular equipment checkouts, procuring and/or generating fresh calibration standards, performing regular equipment maintenance, and coordinating any maintenance required on the vehicles or on the vehicles utility systems.

The contractor shall provide staff including key personnel that are able to obtain Top Secret (TS) Personnel Clearance (PCL), have degrees or certifications and have laboratory experience. See Exhibit 1 for the List of Personnel Qualifications and Tasks.

The final skill mix at each location is tentative. Positions may be added or terminated during the life of the PHILIS contract.

Exhibit 1

LIST OF PERSONNEL QUALIFICATIONS AND TASKS

Labor Category	Education	Tasks
PHILIS Project Manager (One location at Erlanger, KY)	Senior Level, Estimated Hours 1880 _ Requires a bachelor's degree and at least 7 years of environmental laboratory management experience or in a related field. _ Familiar with a variety of the environmental laboratory management concepts, practices, and procedures. _Relies on extensive experience and judgment to plan and accomplish goals. _ Performs a variety of complex tasks. _ Leads and directs the work of others. A wide degree of creativity and latitude is required.	Responsible for all aspects of operations and personnel of the PHILIS units. Manages policies and procedures related to PHILIS systems in accordance with organization, government rules, and regulations. Evaluates operations and implements appropriate actions. Assesses needs, defines goals, develops program plans, establishes organizational structure of the Program, delegates authority and responsibility, develops long- and short-range plans and projects, allocates dollar and manpower resources within contract limitations, directs, coordinates, reviews all Program conducted or directed activities, reviews and evaluates progress and performance of these activities and takes independent corrective actions as necessary. Selects, assigns and provides scientific leadership, and guidance to a multi-disciplinary staff to achieve assigned program objectives.
PHILIS Supervisor/Lead Chemist	Senior Level, Estimated Hours/Person 1880	Organizes and directs the daily activities of a specific PHILIS's

(One position at each location)	_ Requires an American Chemical Society accredited bachelor's chemistry degree and 4-6 years environmental laboratory experience. _ Familiar with a variety of analytical chemistry concepts, practices, and procedures including EPA SW-846 methods and EPA Air Methods. _ Relies on experience and judgment to plan and accomplish goals. _ Performs a variety of complicated tasks. _ Reports to the PHILIS Program manager. _ A wide degree of creativity and latitude is expected.	laboratory location. Responsible for supervising laboratory personnel, and maintenance staff. Assures appropriate quality assurance and quality control policies are followed and implements appropriate corrective action if necessary. Prepares and reviews reports. Maintains assigned PHILIS budget. Performs GC/MS, or LC/MS/MS laboratory analysis and data validation as required to maintain laboratory throughput. Evaluates operations and makes recommendations to improve PHILIS's operations. Holds planning & strategy meetings. Suggests modifications to existing protocols & standing operating procedures, equipment, processes or techniques. Participates in evaluation process to include set up, operation & monitoring of equip & apparatus, & more complex experimental procedures involving novel samples. Provides technical guidance, instruction & oversight. Assists with lab maintenance. Schedules experiments, suggests new equip, summarizes & records data in official notebooks, orders supplies & maintains a safe working environment.

Chemist (One position at each location)	Intermediate Level, Estimated Hours/Person 1880 _ Requires an American Chemical Society accredited bachelor's chemistry degree and 2-4 years of GC/MS, or	Performs and maintains the proficient day-to-day operations of the PHILIS's analytical equipment including data validation and report preparation. Assists with sample login, sample prep, and general lab tests. Evaluates operations and makes recommendations to

	LC/MS/MS environmental laboratory experience. _ Familiar with a variety of analytical chemistry concepts, practices, and procedures including EPA SW-846 methods and EPA Air Methods. _ Relies on limited experience and judgment to plan and accomplish goals. _ Performs a variety of tasks. _ Works under general supervision and reports to the PHILIS Supervisor/Lead Chemist. _ A certain degree of creativity and latitude is required.	improve PHILIS's operations. Selects an established method or extends & modifies a procedure, carries out analysis & tests required. Performs analyses & tests, which usually include physical measurements, wet lab tests & instrumental analyses such as GC/MS, or LC/MS/MS. Participates in planning & strategy meetings. Suggests modifications to existing protocols & standing operating procedures, equipment, processes or techniques. Participates in evaluation process to include set up, operation & monitoring of equip & apparatus, & more complex experimental procedures involving novel samples. Provides technical guidance, instruction & oversight. Assists with lab maintenance. Schedules experiments, suggests new equip, summarizes & records data in official notebooks, orders supplies & maintains a safe working environment.
QA/QC Manager (One position at Erlanger, KY)	Senior Level, Estimated Hours 1880 _ Requires a bachelor's degree and at least 5 years of direct experience in environmental laboratories. _ Proficient in environmental laboratory QA/QC practices, and procedures. _ Relies on extensive experience and judgment to plan and	Responsible for all activities involving quality assurance, quality control, and compliance with applicable regulatory requirements. Conducts audits and reviews/analyzes data and documentation. Maintains ERLN accreditation and maintains the Ultra-dilute CWA standard security and tracking requirements. Formulates and maintains the laboratory Quality Management Plan, QA/QC reports, SOPs, SOG, and QAPPs. Performs a variety of tasks. A wide degree

	accomplish goals.	of creativity and latitude is expected. Reports to the PHILIS Program Manager.
Health and Safety Officer (One location at Erlanger, KY)	Senior Level, Estimated Hours 1880 _ Requires a bachelor's degree and at least 8 years of experience. _ Familiar with health and safety standard concepts, practices, and procedures. _ Relies on extensive experience and judgment to plan and accomplish goals. _ Performs a variety of complex tasks. _ A certain degree of creativity and latitude is required.	Develops, implements and maintains company policies adhering to local, state and federal environmental, health and safety regulations. Involved in work areas and work procedures and makes environmental, health and safety recommendations accordingly. Responsible for preparing, maintaining, and updating environmental policy and procedure manuals. Ensures compliance with all environmental, health and safety regulations, and keeps abreast of any changes to laws and regulations that impact the organization. Formulates and maintains the Chemical Hygiene Plan, and manages the laboratory waste. Tracks and assures the status of worker H&S requirements, training, and records. Manages appropriate documents and identifying safety measures. Acts as an advisor on health and safety issues regarding projects, tasks, and operations. Reports to the PHILIS Program Manager.

Facilities Manager (One position at each location)	Intermediate Level, Estimated Hours/Person 1880 _ Requires at least 5 years of experience in laboratory	Prepares both short- and long-range maintenance planning documents, goals, and management objectives. Develops performance management tools such as strategic and annual work

	facilities services. _ Knowledge of, and skill in applying a comprehensive range of principles, concepts, and practices concerning equipment and facility operations for multi-faceted and complex buildings _ Knowledge of trades, building management functions and the interrelationships between building operations, building management and support to the customers' mission. _ Knowledge of various system control and data acquisition systems used to control building systems. _ Relies on experience and judgment to plan and accomplish goals.	plans, project reporting systems, maintenance management programs, inventories, task descriptions, cyclic maintenance programs, utilities, etc. Determines program emphasis and management priorities, allocates/reallocates resources including funding, labor, and equipment according to management needs. Shall oversee sub-contractors services if required. Works under general supervision and reports to the PHILIS Supervisor/Lead Chemist. Assures the optimal functionality of a PHILIS unit including: _ General engine maintenance of vehicles and generators _ Routine and schedule maintenance of all vehicles and trailers to maintain road worthiness _ Mob/de-mob of vehicles to and from remote sites _ Vehicle electrical system maintenance (UPS, AC/DC charging system, DC power system, shore power hookup, external/internal lighting systems) _ General upkeep of exterior /interior of vehicles i.e.: awnings, paint, lights, bumpers, mirrors, windows, wipers, storage bays, entrance steps, etc. _ Utility System maintenance _ Water system _ Electrical systems

		_ Gas Distribution Systems _ Heating, Ventilation, and Air Conditioning Systems (HVAC) _ Communications Systems _ Security system _ Fume hoods and ventilated enclosures _ Safety Systems
IT Field Service Engineer (One position at Erlanger, KY)	Intermediate Level, Estimated Hours 1880 _ Requires a bachelor's degree in computer science and 4-6 years of experience in maintaining laboratory systems or in a related area. _ Familiar with a variety of the laboratory IT concepts, practices, and procedures. _ Relies on experience and judgment to plan and accomplish goals. _ Performs a variety of tasks. _ A wide degree of creativity and latitude is expected. _ Reports to the PHILIS Program Manager.	Installs, troubleshoots, and maintains the laboratory LIMS system and the laboratory IT products/equipment. Plans, analyze, design, install, test and maintain information systems and networks including hardware (servers, hubs, bridges, switches, and routers) and software (server and desktop) that permits the sharing and transmission of information. Analyze and defines network requirements, maintains network architectures and infrastructures. Configures and optimize network servers, hubs, routers and switches. Ensures information system and network design incorporates redundancy and data backup. Conducts system security evaluations, audits, and reviews in accordance with applicable guidelines. Assess security events to determine impact and implement corrective action. Trains employees, identifies, analyzes, and repairs product failures, orders and replaces parts as needed. Determines and recommends which products or services best fit the customers' needs.

Chemical Technician(Two positions at each location)	Intermediate Level, Estimated Hours/Person 1880 _ Requires a physical science bachelor's degree and 3-5 years of experience in an environmental laboratory. _ Familiar with standard concepts, practices, and procedures within an environmental laboratory. _ Relies on limited experience and judgment to plan and accomplish goals.	Determines the physical and chemical properties of environmental samples using quantitative and qualitative analyses in physical, organic, or inorganic chemistry. Performs a variety of chemical tests and is knowledgeable of instrumental techniques. Screens and logs in samples, prepares samples for laboratory analysis, maintains equipment, orders supplies, and assists chemists when requested. Participates in planning & strategy meetings. Suggests modifications to existing protocols & standing operating procedures, equipment, processes or techniques. Participates in evaluation process to include set up, operation & monitoring of equip & apparatus, & more complex experimental procedures involving novel samples. Assists with lab maintenance. Suggests new equip, summarizes & records data in official notebooks, orders supplies & maintains a safe working environment. Performs a variety of tasks. Works under minimal supervision and reports to the PHILIS Supervisor/Lead Chemist. A certain degree of creativity and latitude is required.

Administrative Assistant (One position at Erlanger, KY)	Senior Level, Estimated Hours 1880 _ Requires a high school diploma with at least 5 years administrative duties experience. _ Familiar with a variety of the Administrative Assistant	Performs a variety of administrative functions. Schedules appointments and travel arrangements, and gives information to callers. Generates reports, handles multiple projects, and prepares and monitors invoices and expense reports. Procures miscellaneous laboratory and office supplies. May assist with compiling and

	concepts, practices, and procedures. _ Relies on experience and judgment to plan and accomplish goals. _ Performs a variety of complicated tasks. _ A wide degree of creativity and latitude is expected.	developing the annual budget. Reports to the PHILIS Program Manager.

ATTACHMENT 2

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.

(3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) **Requisition Number and Date** - leave blank.

(5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)

(6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.

(7) **Discount Terms** - enter terms of discount, if applicable.

(8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to

receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

(11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

(12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

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

_____ _____

(Name of Official) (Title)

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

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

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

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

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

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

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

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

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

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

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

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

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

claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

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

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

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

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds $1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed $2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

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

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar

amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

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

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

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds $1,000 per the invoice period, provide a detailed explanation for that cost category.

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

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed $2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program

management, contract period will be specified in the contract instructions.

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

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number.

For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.

(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

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

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

ATTACHMENT 3

MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLAN

MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships

beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

(1) a list of the company's past and public clients;
(2) a description of the type(s) of work that was performed and any other pertinent information;
(3) a list of the past sites (when applicable) a contractor has worked on;
(4) a list of site name(s) (when applicable) related to any work performed; and
(5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company’s records. The COI Plan shall also describe any cross-

checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its' WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.