AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | RATING | PAGE 1 OF PAGES 3

2. CONTRACT (Proc. Inst. Ident.) NO.: EP-C-13-039

3. EFFECTIVE DATE: See Block 20C

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: PR-OW-13-00514

5. ISSUED BY — CODE: CPOD

CPOD
US Environmental Protection Agency
Cincinnati Procurement Operations
Division
26 West Martin Luther King Drive
Cincinnati OH 45268

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

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, County, State and ZIP Code)

ABT ASSOCIATES INC.
Attn: MARCIA KING
55 WHEELER ST
3016341746
CAMBRIDGE MA 021381168

CODE 043397520 — FACILITY CODE

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

9. DISCOUNT FOR PROMPT PAYMENT

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

11. SHIP TO/MARK FOR — CODE:

12. PAYMENT WILL BE MADE BY — CODE: RTP

RTP Finance Center
US Environmental Protection Agency
RTP-Finance Center
Mail Drop D143-02
109 TW 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 APPROPRIATION DATA: See Schedule

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

15G. TOTAL AMOUNT OF CONTRACT: $1,117,573.00

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

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

18. [ ] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SOL-OW-13-00012 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or print): Melissa [illegible] VP Contract Operations

20A. NAME OF CONTRACTING OFFICER: Noelle Mills

19B. NAME OF CONTRACTOR — BY (Signature of person authorized to sign) — 19C. DATE SIGNED: 9/11/13

20B. UNITED STATES OF AMERICA — BY Noelle Mills (Signature of the Contracting Officer) — 20C. DATE SIGNED: 11 SEP 2013

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Prescribed by GSA - FAR (48 CFR) 53.214(a)

NAME OF OFFEROR OR CONTRACTOR
ABT ASSOCIATES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 043397520 Economic, Environmental and Regulatory Analytical and Evaluation Support for Clean Water Regulations Accounting Info: 13-14-B-28C-202BD4X21-2505---1328CCE017-001 BFY: 13 EFY: 14 Fund: B Budget Org: 28C Program (PRC): 202BD4X21 Budget (BOC): 2505 DCN - Line ID: 1328CCE017-001 FOB: Destination Period of Performance: 08/01/2013 to 07/31/2014				
0001	BASE PERIOD -Contract Ceiling and Funding				
00010001	BASE PERIOD - LOE hours in accordance with PWS	10500	HR		0.00
00010002	BASE PERIOD- Optional Contract Ceiling and Funding (Option Line Item)				4,009,871.00
00010003	BASE PERIOD - Optional LOE hours in accordance with PWS (Option Line Item)	40000	HR		0.00
1001	OPTION PERIOD 1- Contract Ceiling and Funding (Option Line Item) 06/01/2014				1,160,427.00
10010001	OPTION PERIOD 1 - LOE hours in accordance with PWS (Option Line Item) 06/01/2014	10500	HR		0.00
10010002	OPTION PERIOD 1- Optional Contract Ceiling and Funding (Option Line Item) 06/01/2014				4,144,206.00
10010003	OPTION PERIOD 1 - Optional LOE hours in accordance with PWS (Option Line Item) 06/01/2014	40000	HR		0.00
2001	OPTION PERIOD 2- Contract Ceiling and Funding (Option Line Item) 06/01/2015				1,213,006.00
20010001	OPTION PERIOD 2 - LOE hours in accordance with PWS (Option Line Item) Continued ...	10500	HR		0.00

NAME OF OFFEROR OR CONTRACTOR
ABT ASSOCIATES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	06/01/2015				
20010002	OPTION PERIOD 2- Optional Contract Ceiling and Funding (Option Line Item) 06/01/2015				4,285,329.00
20010003	OPTION PERIOD 2 - Optional LOE hours in accordance with PWS (Option Line Item) 06/01/2015	40000	HR		0.00
3001	OPTION PERIOD 3- Contract Ceiling and Funding (Option Line Item) 06/01/2015				1,271,639.00
30010001	OPTION PERIOD 3 - LOE hours in accordance with PWS (Option Line Item) 06/01/2015	10500	HR		0.00
30010002	OPTION PERIOD 3- Optional Contract Ceiling and Funding (Option Line Item) 06/01/2015				4,435,192.00
30010003	OPTION PERIOD 3 - Optional LOE hours in accordance with PWS (Option Line Item) 06/01/2015	40000	HR		0.00
4001	OPTION PERIOD 4- Contract Ceiling and Funding (Option Line Item) 06/01/2016				1,337,618.00
40010001	OPTION PERIOD 4 - LOE hours in accordance with PWS (Option Line Item) 06/01/2016	10500	HR		0.00
40010002	OPTION PERIOD 4- Optional Contract Ceiling and Funding (Option Line Item) 06/01/2016				4,595,227.00
40010003	OPTION PERIOD 4 - Optional LOE hours in accordance with PWS (Option Line Item) 06/01/2016	40000	HR		0.00

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SECTION B - Supplies or Services/Prices

B-1 EPAAR 1552.211-73 LEVEL OF EFFORT-COST-REIMBURSEMENT TERM CONTRACT. DEVIATION (AUG 1995)

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government hereby orders 10,500 direct labor hours for the base period, which represents the Government's best estimate of the level of effort to fulfill these requirements.

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

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

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

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

(End of clause)

B-2 EPAAR 1552.211-74 WORK ASSIGNMENTS. - ALTERNATE I (APR 1984) DEVIATION (MAY 1994)

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

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment. Within 15 calendar days after receipt of a work assignment, the Contractor shall submit 2 copies of a work plan to the Project Officer and 1 copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate. Within 30 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. If the Contractor has not received approval on a work plan within 30 calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

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

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

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

Before submitting the conflict of interest certification, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief that all actual or potential organizational 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 work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts or 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 work assignment.

(End of clause)

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

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

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

(c) The total estimated cost and fixed fee is $1,117,573.00.

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

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of (b)(4) is allotted to cover estimated cost. Funding in the amount of (b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through 6/30/14.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) Recapitulation of Funds not applicable at contract award.

SECTION C - Description/Specifications

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

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

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

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

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

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

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth 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: 3204 1200 Pennsylvania Ave., NW., Washington, DC 20460 Phone: (202) 260-5797

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

(End of clause)

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

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

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

The Contractor shall adhere to the procedures set forth in its QA plan dated April 24, 2013, which is incorporated by reference.

SECTION D - Packaging and Marking

SECTION E - Inspection and Acceptance

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

E-2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (FEB 1999)

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

	Title	Numbering	Date	Tailoring
[X]	*Specifications and Guidelines for Quality Systems for Environ mental 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:

	Documentation	Specifications
[X]	Quality Management Plan-Customized for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]
[ ]	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R) [dated 03/20/01]
[ ]	Programmatic Quality Assurance Project Plan for the entire program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]
[X]	Other Equivalent	Sample QAPP on one or more of the following activities environmental assessment, cost/benefit analysis, economic surveys, or economic, environmental or statistical modeling related to the PWS activities.

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. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

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

C.

	Documentation	**Specification**	**Due After**
[X]	Quality Management Plan-Customized for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]	Award of contract
[ ]	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/02]	Award of contract
[ ]	Quality Assurance Project Plan for the contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]	Award of contract
[X]	Programmatic Quality Assurance Project Plan for the entire program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Issuance of statement of work for the project
[X]	Quality Assurance Project Plan for each applicable project	EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]	Issuance of statement of work for the project
[ ]	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]	Issuance of statement of work for the 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.)

(End of clause)

SECTION F - Deliveries or Performance

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

F-2 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2009)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report. The OMB Clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of April 30, 2015.

(End of clause)

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

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

(End of clause)

F-4 EPAAR 1552.211-78 MANAGEMENT CONSULTING SERVICES. (APR 1985)

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

(End of clause)

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

The period of performance of this contract shall be from effective date of the contract through July 31, 2014 exclusive of all required reports.

SECTION G - Contract Administration Data

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

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

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

(End of clause)

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

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

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the 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 work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

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

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

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

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for

charges applicable to the basic contract and each option period.

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

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

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

G-3 EPAAR 1552.242-70 INDIRECT COSTS. (APR 1984) DEVIATION (JUN 1992)

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

Environmental Protection Agency
Chief, Cost Policy and Rate Negotiation Section
Procurement and Contracts Management Division
(PM-214F)
401 M St., S.W.
Washington, D.C. 20460

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

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the 'Allowable Costs and Payment' clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

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

Cost Center	Rate	Period
(b)(4)		
(b)(4)	(b)(4)	Life of the contract or until modified
(b)(4)	(b)(4)	Life of the contract or until modified
(b)(4)	(b)(4)	Life of the contract or until modified
(b)(4)	(b)(4)	Life of the contract or until modified
(b)(4)	(b)(4)	Life of the contract or until modified

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:

Not Applicable

(End of clause)

G-4 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

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

U.S. Environmental Protection Agency

Contract Property Administration Requirements

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

2. Contract Property Administration (CPAR)

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

Government Property.

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

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

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

a. Contract number for which the property is required.

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

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

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

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

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

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

5. Records of Government Property.

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

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number

on a tag, card or other entity that may be kept with the item or in a file.

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

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

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

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

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

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

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

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of $25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than $25,000.

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

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

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

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

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

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

b. Reporting.

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

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

c. Disposition Instructions.

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

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

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

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

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

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

10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

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

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

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

(End of clause)

G-5 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA. (SEP 2009)

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

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

(2) The facts warrant an equitable adjustment.

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

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

(d) The following data will be furnished to the Contractor on or about the time indicated: as identified in applicable work assignment(s)

(End of clause)

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

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

Damon Highsmith
1200 Pennsylvania Avenue NW
Mail Code 4303T
Washington, DC 20460
phone number (202)566-1053
email: highsmith.damon@epa.gov

Alternate Project Officer:
Erik Helm
1200 Pennsylvania Avenue NW
Mail Code 4303T
Washington, DC 20460
phone number: (202)566-1049
email: helm.erik@epa.gov

Contracting Officials responsible for administering this contract are as follows:

Robert Knecht
26 West Martin Luther King Drive
Cincinnati, OH 45268
phone: (513)487-2043
email: knecht.robert@epa.gov

G-7 LOCAL CLAUSES EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR

The property administrator for this contract is as follows:

Ms. Karen Murray
murray.karen@epa.gov
202-564-2539
EPA
1200 Pennsylvania Avenue, NW (M/C 3204R)
Washington, DC 20460

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

SECTION H - Special Contract Requirements

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

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

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

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

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

(a) Definitions.

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

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

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

"Desktop Publishing" is a method of composition using computers with the final output or generation of 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 printing limitation is to eliminate duplication of final documents.

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

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

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

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

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 103/4by 141/4inches, 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 103/4by 141/4inches, 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.

(End of clause)

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

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

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or

to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

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

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

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

H-4 EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING. (APR 2004) ALTERNATE V (HEADQUARTERS SUPPORT) (APR 2004)

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

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

(c) The Contractor and any subcontractors will be ineligible to enter into business or financial relationships which would support or affect efforts to contest, oppose, or influence the content of industry effluent guidelines and related programs, for which it has provided, is providing, or has work assignments to provide services to the Agency under this contract, including, but not limited to, economic, regulatory, technical, scientific, engineering, litigation, statistical, analytical, research, investigatory, or database support, without prior written authorization from the cognizant EPA Contracting Officer. The restriction shall be in effect during the life of the contract, and it shall remain in effect for a period of three years after the completion of work under the contract unless otherwise authorized by the Contracting Officer.

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

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

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including

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

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

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

(End of clause)

H-5 EPAAR 1552.217-71 OPTION TO EXTEND THE TERM OF THE CONTRACT-COST-TYPE CONTRACT. (APR 1984)

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is 10,500 direct labor hours for option periods 1 through 4. Use of an option will result in the following contract modifications:

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

Period	Start Date	End Date
Base Period	effective date	07/31/2014
Option Period 1	8/01/2014	07/31/2015
Option Period 2	8/01/2015	07/31/2016
Option Period 3	8/01/2016	07/31/2017
Option Period 4	8/01/2017	07/31/2018

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

Period	Level of Effort
Base Period	10,500
Option Period 1	10,500
Option Period 2	10,500
Option Period 3	10,500
Option Period 4	10,500

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

Option 1 Option 2 Option 3 Option 4

Estimated cost	(b)(4)			
Fixed fee				
Total	$1,160,427.00	$1,213,006.00	$1,271,639.00	$1,337,618.00

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

(End of clause)

H-6 EPAAR 1552.217-73 OPTION FOR INCREASED QUANTITY-COST-TYPE CONTRACT. (JUN 1997)

(a) By issuing a contract modification, the Government may increase the estimated level of effort by 40,000 direct labor hours during the base period, 40,000 during each of the option periods (1 through 4). The Government may issue a maximum of 10 orders to increase the level of effort in blocks of 4,000 hours during any given period. The estimated cost and fixed fee of each block of hours is as follows:

Period	Level of Effort
Base Period	40,000
Option Period 1	40,000
Option Period 2	40,000
Option Period 3	40,000
Option Period 4	40,000

The Government may issue a maximum of 10 orders to increase the level of effort in blocks of 4,000 hours during any given period. The estimated cost and fixed fee of each block of hours is as follows:

	Base Period	Option 1	Option 2	Option 3	Option 4
Estimated cost	(b)(4)				
Fixed fee					
Total	$400,987.10	$414,420.60	$428,532.90	$443,519.20	$459,522.70

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

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

(End of clause)

H-7 EPAAR 1552.219-73 SMALL DISADVANTAGED BUSINESS TARGETS. (OCT 2000)

(a) In accordance with FAR 19.1202-4(a) and EPAAR 1552.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor targets	NAICS industry subsector(s)	Dollars	Percentage of total contract value
Total Prime Contractor Targets (including joint venture partners and team members)			
Total Subcontractor Targets	541620	(b)(4)	(b)(4)
Total Prime Contractor Targets			

(including joint venture partners
and team members)

Total Subcontractor Targets

(b) The following specifically identified SDB(s) was (were) considered under the Section-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

(b)(4)

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation (30) calendar days prior to each annual contractor performance evaluation or as otherwise directed by the contracting officer.

(End of provision)

H-8 EPAAR 1552.228-70 INSURANCE LIABILITY TO THIRD PERSONS. (OCT 2000)

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

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

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

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

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

(End of clause)

H-9 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)

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

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

submitted to EPA. The Contractor shall identify the information according to source.

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

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

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

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

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

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

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

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

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

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

(End of clause)

H-10 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)

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

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

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

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

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

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

(End of clause)

H-11 EPAAR 1552.235-73 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996).

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

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

(End of provision)

H-12 EPAAR 1552.235-75 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996).

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

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

(End of provision)

H-13 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR

1996)

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

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

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

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

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

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

(End of clause)

H-14 EPAAR 1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

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

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

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

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

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who

will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

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

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

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

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

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

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

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

(2) The facts warrant an equitable adjustment.

(End of clause)

H-15 EPAAR 1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

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

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

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

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this

contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

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

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

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

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

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

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

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

(2) The facts warrant an equitable adjustment.

(End of clause)

H-16 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

H-17 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)

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

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

(End of clause)

H-18 EPAAR 1552.237-70 CONTRACT PUBLICATION REVIEW PROCEDURES. (APR 1984)

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

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

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

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

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

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

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

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

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

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

(End of clause)

H-19 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf

of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

(End of clause)

H-20 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

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

Project Manager PL-4: (b)(4)

Senior Cost Economist PL-4: (b)(4)

Senior Benefits Economist PL-4: (b)(4)

Senior Environmental Assessor PL-4: (b)(4)

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

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

(End of clause)

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

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

(End of clause)

H-22 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

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

(b) Contractor personnel under this contract shall not:

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

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

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

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

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

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

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

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

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

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

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

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

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 (to be negotiated and inserted into the basic contract at contract award) 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 (to be negotiated and inserted into the basic contract at contract award) 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.

(End of clause)

H-23 EPAAR 1552.239-70 REHABILITATION ACT NOTICE. (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.

(End of clause)

H-24 EPAAR 1552.242-71 CONTRACTOR PERFORMANCE EVALUATIONS (OCT 2011)

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

H-25 LOCAL CLAUSES 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(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 provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

H-26 LOCAL CLAUSES 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (MAY 1994) - ALTERNATE I (JUNE 1994) (DEVIATION)

(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 provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer..
(End of clause)

H-27 LOCAL CLAUSES EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS

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

1. The actual preparation of Congressional testimony.

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

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

4. The actual determination of Agency policy.

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

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

7. The actual preparation of Award Fee Plans.

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

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

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

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

12. Preparing responses to Congressional correspondence.

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

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

15. Conducting administrative hearings.

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

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

H-28 LOCAL CLAUSES EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74) and 2013 Continuing Appropriations Resolution (Pub.L. 112-175), the contractor shall provide the contracting officer a certification whereby the contractor certifies:

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

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

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

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

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

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

H-30 LOCAL CLAUSES EPA-H-28-102 MINIMUM INSURANCE REQUIREMENTS

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

Workers compensation and employer's liability- $1,000,000
Comprehensive general liability- $1,000,000
Comprehensive automobile liability- $1,000,000

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

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

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

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

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

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

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

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

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

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

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

H-32 LOCAL CLAUSES EPA-H-31-105 APPROVAL OF TRAINING

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

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

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

(1) Individual to be trained To be identified in applicable work assignments.

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

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

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

H-33 LOCAL CLAUSES EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

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

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

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

SECTION I - Contract Clauses

I-1 FAR 52.202-1 DEFINITIONS. (JAN 2012)

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

I-3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

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

I-5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)

I-6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I-7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

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

I-9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)

I-10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)

(a) Definition.

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

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

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

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

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

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

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

Poster(s) Obtain from

EPA Office of Inspector General,
ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460,
or by calling (202)260-5113

(c) If the Contractor has implemented a business ethics and conduct awareness program, including

a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5,000,000, except when the subcontract--

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

(2) Is performed entirely outside the United States.

(End of clause)

I-11 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I-12 FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

I-13 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUL 2013)

I-14 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (AUG 2013)

I-15 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

I-16 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via *https://www.acquisition.gov*.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—
(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
(i) Government personnel and authorized users performing business on behalf of the Government; or
(ii) The Contractor, when viewing data on itself; and
(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
(i) Past performance reviews required by subpart 42.15;
(ii) Information that was entered prior to April 15, 2011; or
(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I-17 FAR 52.210-1 MARKET RESEARCH. (APR 2011)

I-18 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

I-19 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I-20 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (AUG 2011)

I-21 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

I-22 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)

I-23 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)

I-24 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

I-25 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

I-26 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)

I-27 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)

(a) *Invoicing*. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure

compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs*. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by

reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns*. A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates*. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed

by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates*. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures*. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit*. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be -

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment*. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the

performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I-28 FAR 52.216-8 FIXED FEE. (JUN 2011)

I-29 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

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

(End of clause)

I-30 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (JAN 2011)

[ ] Offeror elects to waive the evaluation preference.

I-31 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JUL 2013)

I-32 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (JUL 2013) - ALTERNATE II (OCT 2001)

I-33 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)

I-34 FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING. (JUL 2013)

I-35 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ""not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance

exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts -

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at *http://www.sba.gov/ 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 that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

(g) If the Contractor does not have representations and certifications in 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).*

(End of clause)

I-36 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I-37 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-38 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)

I-39 FAR 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)

I-40 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)

I-41 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)

I-42 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (SEP 2010)

I-43 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I-44 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)

I-45 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (AUG 2013)

I-46 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I-47 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)

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

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

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

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

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

(2) Submit this estimate to EPA Contracting Officer.

(End of clause)

I-48 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)

I-49 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-50 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-51 FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS. (DEC 2012)

I-52 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

I-53 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

I-54 FAR 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007)

I-55 FAR 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE II (DEC 2007)

I-56 FAR 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007) -- ALTERNATE III (DEC 2007)

I-57 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

I-58 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

I-59 FAR 52.230-2 COST ACCOUNTING STANDARDS. (MAY 2012)

I-60 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)

I-61 FAR 52.232-17 INTEREST. (OCT 2010)

I-62 FAR 52.232-20 LIMITATION OF COST. (APR 1984)

I-63 FAR 52.232-22 LIMITATION OF FUNDS. (APR 1984)

I-64 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

I-65 FAR 52.232-25 PROMPT PAYMENT. (JUL 2013) -- ALTERNATE I (FEB 2002)

I-66 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

I-67 FAR 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)

I-68 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)

I-69 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-70 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

I-71 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)

I-72 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)

I-73 FAR 52.242-13 BANKRUPTCY. (JUL 1995)

I-74 FAR 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE I (APR 1984)

I-75 FAR 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds -

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Avanti Resources for the Future, Inc.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c) or (d) of this clause, including the following information:

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

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

(F) The reasons for any significant difference between the Contractor's

price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: (b)(4)

(b)(4)

Consultants:

(b)(4)

(b)(4)

(End of clause)

I-76 FAR 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

I-77 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (JUL 2013)

I-78 FAR 52.245-1 GOVERNMENT PROPERTY. (APR 2012)

I-79 FAR 52.245-9 USE AND CHARGES. (APR 2012)

I-80 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I-81 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)

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

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

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

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

Transportation is for the U.S. EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. EP-C-13-039. This may be confirmed by contacting the EPA Contracting Officer.

(End of clause)

I-82 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)

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

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

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

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

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

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

(End of clause)

I-83 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)

I-84 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I-85 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulations available at HTTP://WWW.ARNET.GOV/FAR/ A copy of the EPA Acquisition Regulations (EPAAR) can be obtained as follows: 1. Go to http://www.epa.gov/oam/ptod 2. Under "Hot Topics" select EPAAR

(End of clause)

I-86 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

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

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

(End of clause)

I-87 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Date	Number of Pages	Cross Reference Materials	Document Version
1	Performance Work Statement	07/08/2013	33		BASE
2	Reports of Work	07/08/2013	2		BASE
3	Definitions of Labor Classification	07/08/2013	3		BASE
4	Invoice Instructions	07/08/2013	7		BASE
5	Quality Assurance Surveillance	07/08/2013	3		BASE
6	OST CBI Plan	07/08/2013	39		BASE
7	Conflict Of Interest Plan	07/26/2013	11		BASE
8	Subcontracting Plan	07/26/2013	6		BASE

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

K-1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part o the response to the RFP SOL-CI-13-00012 are incorporated into this contract by reference.

ATTACHMENT 1
PERFORMANCE WORK STATEMENT

ECONOMIC, ENVIRONMENTAL, AND REGULATORY ANALYTICAL AND EVALUATION SUPPORT

I. BACKGROUND

The Office of Water (OW) of the United States Environmental Protection Agency (EPA) is responsible for implementing the Clean Water Act (CWA). The Engineering and Analysis Division (EAD) within the OW's Office of Science and Technology (OST) develops national industrial discharge regulations known as effluent guidelines. The primary purpose of this Performance Work Statement (PWS) is to support economic and environmental analyses related to the development of effluent guidelines regulations. The EAD, however, also intends to use this PWS to support economic and environmental analyses being conducted by other OW offices.

The OW conducts a wide range of economic and environmental analyses to meet statutory and Executive Order requirements, and to support the policy priorities of the EPA Administrator and the Assistant Administrator of the OW. In addition to implementing the CWA, the OW participates in multimedia program activities conducted by EPA offices under other environmental and administrative statutes. The OW conducts broad-based projects that use environmental assessments, cost-benefit analysis, comparative economic analyses, regulatory flexibility analysis, information collection such as survey research and related analyses, and regulatory analysis. Economics-related analyses include, but are not limited to, costing analysis, financial analysis, regulatory impact analyses, use and non-use benefit analyses, stated preference surveys, and economic components of environmental justice analyses. Environmental analyses include, but are not limited to, surface water-related human health impact analysis, aquatic ecosystem impact analysis, environmental modeling of fate and effects of pollutants discharged to surface water, assessment of pollutants that may affect the quality of public drinking water, geographic information system analysis of pollutant transport and impacts to human health and aquatic ecosystems, development and use of toxic weighting factors, and environmental assessment components of environmental justice analysis.

This PWS describes the OW's requirements for economic and environmental assessment, and regulatory, analytical, technical, and evaluation support needs to meet the requirements of the CWA, executive orders, and, as appropriate, other environmental statutes, as well as Agency wide initiatives and policies. The contractor shall conduct economic and environmental analyses summarized in draft and final reports that provide technical support for the effluent guidelines program and related OW programs responsible for implementing the CWA. Certain of the basic tasks of this PWS are similar to tasks in the PWS of the previous contract supporting the EAD economic and environmental analysis for the effluent guidelines program. This PWS, however, is designed to support work by other OW Offices that is similar to that performed by the effluent guidelines program and which falls within the scope of this PWS. Moreover, this PWS describes

requirements for several new types of analyses that were not specified in previous contracts supporting economic and environmental assessment work on effluent guidelines regulations. For example, this PWS: 1) places greater emphasis on the monetization of benefit categories, such as ecosystem services, to support cost benefit analysis in CWA regulations; 2) includes new requirements for environmental assessment support such as geographic information (GIS) analyses; and 3) supports the Administrator's and Assistant Administrator's policy priorities, such as environmental justice.

II. PROGRAM AREAS

The contractor shall perform tasks, as specified by individual performance work statements (PWS) included in work assignments issued by the Contracting Officer (CO) and managed by the Project Officer (PO), in the following general program areas:

- Regulations and guidances for implementing the CWA, including, but not necessarily limited to, effluent limitations and guidelines and pretreatment standards.

- Water quality standards, contaminated sediments, and aquatic life standards, biocriteria, designation of use (designated uses are those uses specified in state or tribal water quality standards regulations for each water body, whether or not they are being attained), antidegradation requirements, and variances (short-term exemptions from meeting applicable water quality standards).

- Multimedia analysis, including, but not necessarily limited to, treatment and disposal of hazardous and solid wastes; control of air emissions; surface water-related consequences of climate change; and control of pollutants discharged to surface waters to publicly owned treatment works (POTWs) and to centralized waste treaters (CWTs).

- Pollution prevention, including, but not necessarily limited to, the measurement of economic benefits of source reduction and recycling to support consideration of regulatory and non-regulatory options.

- Economic market incentives, including, but not necessarily limited to, emissions trading and effluent discharge fees.

- Treatment and disposal of municipal sewage sludge biosolids and industrial sludge.

- Wastewater permitting and pretreatment standards.

- Other OW programs, including, but not necessarily limited to, drinking water, ground water, point and nonpoint sources of pollution, wetlands, estuaries, and oceans.

- The EPA Administrator's and the OW Assistant Administrator's priorities, including but not necessarily limited to, environmental justice, protection of watersheds and urban waters, improved controls on stormwater and nutrients, improvements to benefits analysis and market incentives.

- Economic methodologies, including, but not necessarily limited to, econometrics, cost-benefit analysis, stated preference surveys to support surface water-related monetized benefits analyses, economic and regulatory impact analysis, input-output models, partial and general equilibrium models, financial models, life cycle of technology analysis, employment impact analysis, social cost of carbon analysis, use and non-use benefits analysis, revealed and stated preference analysis, travel cost models, hedonic price models, benefits transfer analysis, and database management.

- Environmental benefits analyses, including, but not necessarily limited to, environmental assessments, estimation of monetized and non-monetized benefits, use and non-use benefits, estimation of benefits of surface water-related ecological services, revealed and stated preference analysis and estimation of surface water-related human health benefits.

- Training, including, but not necessarily limited to, training and development of materials to support implementation of effluent guidelines or other OW program activities.

- Environmental assessment, including, but not necessarily limited to, aquatic ecosystem risk assessment, surface water-related human health risk assessment, environmental modeling of fate and effects of pollutants discharged to surface water, and assessment of pollutants that may affect the quality of public drinking water. Assessments may also include GIS analysis of pollutant transport and impacts to human health and aquatic ecosystems, GIS analyses of changes in in-stream pollutant concentrations and water quality that may result from potential regulatory options, assessment of threatened and endangered species, and assessment of invasive species. Additional assessments may include cumulative impact analysis of multiple and multimedia pollution sources, analysis of thermal sources of water pollution, analysis of impingement and entrainment of aquatic organisms by cooling water intake structures, analysis of non-water quality impacts that may result from water discharge pollution control technologies, analysis of the conservation status of freshwater and marine aquatic organisms, assessment of changes in water quality and quantity resulting from climate change, development and use of toxic weighting factors, and environmental assessment related to environmental justice analysis.

- Technical and analytical support for CWA section 304m ELG planning, including focused industry pollutant discharge analyses and analyses based on TRI and DMR databases reviews.

- Technical support for litigation activities on existing and future effluent guidelines actions.

- Small business analysis, including but not necessarily limited to, regulatory flexibility analysis, and small business regulatory enforcement and fairness act analysis (SBREFA).

III. CONTRACT REQUIREMENTS

This section describes specific technical and analytical support requirements for the general program areas described in Sections I and II. In addition to the general program areas described above, this contract shall also provide technical support for any future certifications required by Congress, such as the Small Business Regulatory Enforcement and Fairness Act of 1996 (SBREFA) requirements, the Unfunded Mandates Reform Act of 1995 (UMRA), and for Executive Orders (EOs) or statutes. All products or materials prepared by the contractor shall be reviewed and approved by the EPA.

The contractor may be required to contact the public or industry directly for information or for follow-up on EPA-identified issues. In such cases, contractor personnel shall clearly identify themselves as contractor employees working under an EPA contract.

The contractor shall be required to comply with the requirements for studies and rulemaking records in the Administrative Procedures Act (APA), the Paperwork Reduction Act (PRA), the CWA, EO, OMB Circular A130 for Management of Federal Information Resources, the Federal Rules of Appellate Procedure (Rules 16 and 17, 28 U.S.C. Appendix), the Agency Docket Policy and the Records Management Policy (Directives 2100 and 2161), and any other appropriate authorities.

In the event that the OW/OST/EAD decides that a compelling need exists to gather data for regulatory analysis from a Region, State, or local government entity, or the public, the contractor shall be responsible for providing these services and is accountable to the OW/OST/EAD.

In the event that Headquarters decides that a compelling need exists to provide technical support to a Region, a State, or local government entity, or to another Agency (when an interagency agreement is in place) through this contract, the contractor shall be responsible for providing these services and is accountable to OW/OST/EAD. Under an approved work assignment, the OW/OST/EAD PO, working with the work assignment manager (WAM), shall provide written technical direction to the contractor in such circumstances.

Database technical support is also required under this PWS. This support includes, but is not necessarily limited to, assisting the EPA with developing data element standards for use in Agency databases. See Section E of the PWS: Contract Activity Information Technology Requirements.

As a major part of its responsibilities, the contractor shall provide and maintain access to the expertise necessary to satisfy the requirements of the contract. The contractor shall not engage in activities of an inherently governmental nature, such as the development of Agency policy or the selection of Agency priorities.

The contractor may have access to confidential business information (CBI) under this contract. Accordingly, pursuant to section 7 of the Technical Proposal Instructions (TPI), the contractor shall prepare a confidential business information plan and maintain compliance with the plan

after approval by EPA. The contractor shall comply with all statutes, rules, regulations, and policies applicable to CBI. The contractor's CBI security plan must be compatible with the "Office of Science and Technology Confidential Business Information (OST-CBI) Application Security Plan", which is provided as attachment 6 of the RFP. The contractor may have access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) sensitive information, and shall comply with all provisions in the FIFRA Information Security Manual. The contractor may have access to Toxic Substances Control Act (TSCA) sensitive information, and shall comply with all provisions in the TSCA Information Security Manual, which can be accessed on EPA's website at http://www.epa.gov/oppt/pubs/tsca-cbi-protection-manual.pdf.

A. Economic Analysis and Support

A.1. Industry Profiles

The contractor shall characterize various industries by type, size, number of facilities, sales, revenues, profit margins, products, prices, employment, and other pertinent data. The industry profile information shall be used, along with scientific and technical information, to determine the appropriate categories and subcategories of industries subject to regulation. This information shall also be used, among other purposes, to assess baseline conditions in industries that may be regulated.

A.2. Economic and Regulatory Analysis

The contractor shall prepare economic and regulatory analyses for various regulatory options, initiatives, and compliance alternatives. These Economic Analyses shall assess the private and societal benefits and costs, and their distribution throughout the economy. In addition, the Economic Analyses shall consider the economic achievability of potential regulatory options. Economic analyses shall be performed in a manner prescribed by U.S. EPA "Guidelines for Preparing Economic Analyses" (2010) and OMB Circular A-4, "Regulatory Analysis" (2003). These publications can be found at http://yosemite.epa.gov/ee/epa/eed.nsf/pages/Guidelines.html and http://www.whitehouse.gov/sites/default/files/omb/assets/regulatory_matters_pdf/a-4.pdf

A.2.1. Cost Analysis

Based upon data from the EPA, industry, and primary and secondary sources, the contractor shall provide analyses of the incremental annualized costs of alternative regulatory and non-regulatory options using capital, operating, and maintenance costs over the useful life of the alternative pollution control technologies. Capital, operating and maintenance cost estimates may be based on a model plant/entity or on an individual plant/entity basis and may include various assumptions regarding the current industry baseline. The contractor shall also analyze any capital replacement, capital improvement and capital expansion costs associated with the various options. The contractor shall analyze the incremental annualized costs for each facility/firm/entity and parent level entity and aggregate the information at the national level for each effluent limitation and water quality standard or option considered. The contractor shall provide data to be used by the EPA in the analyses of regulatory options and technology alternatives, including data on the impacts of each option or alternative on the regulated

community (including industry, as well as federal, state, and local governments). The contractor shall also provide estimates of the total annualized compliance costs and the social costs at the national level. The data shall include information such as the economic impacts of regulations at the firm and facility or entity level with respect to costs, production, prices, profits, employment, the community, and society. These analyses may be developed using financial models such as discounted cash flow, financial ratio analysis, bankruptcy analysis, and working capital analysis; and specified economic models such as general and partial economic equilibrium models, cost models, and cost-effectiveness models.

The contractor shall provide support for primary economic data collection and analysis, including the development of industry financial surveys. Survey results shall be used to determine the financial stability of potentially regulated firms and facilities, and the economic achievability of proposed effluent guidelines options for pollution control technologies. The contractor shall develop web-based survey software applications to assist the EPA with conducting financial surveys. The contractor shall also develop survey sampling plans, as well as perform survey data entry, survey data post-processing, and survey data quality control.

A.2.2. Benefit Analysis

The contractor shall provide technical support for developing creative and innovative ideas to improve regulatory and non-regulatory benefits analyses supported by comprehensive environmental assessments. The contractor shall develop potential regulatory and non-regulatory options, and assess the impacts of effluent guidelines and other regulations on affected communities. To the extent possible, the contractor shall identify, quantify, and monetize the benefits of regulatory options. Benefits may take the form of direct and indirect market-use benefits, direct and indirect non-market use benefits, as well as non-use benefits. Examples include human health benefits, recreational benefits, benefits of ecosystem services, and economic productivity.

The contractor shall provide support for primary data collection to estimate benefits resulting from proposed regulatory options to reduce pollutant loadings. Primary research shall include travel cost models (TCMs), hedonic implicit price models (HPMs), and stated preference (SP) survey research. The implementation of the TCM and SP survey research shall require significant use of random utility modeling and econometric analysis. In developing SP surveys, the contractor shall conduct focus groups and cognitive interviews, develop survey sample frames, develop survey questionnaires, develop non-response data collection tools, assess response and non-response data, develop survey weights and strata, and perform non-response bias identification testing and corrective weighting. The contractor shall also perform expert solicitations to address gaps in available data. The contractor shall implement SP surveys that may require mailed surveys or the development of web-based survey software applications and/or mail and telephone based survey support. The contractor shall also develop survey sampling plans, and perform survey data entry, survey data processing, econometric analysis of stated survey responses, and survey data quality control. The contractor shall provide technical support to the OW for preparing information collection requests (ICRs), including estimating the paperwork burden requirements for affected entities to respond to the EPA's surveys.

A.2.3. Cost-Benefit Analysis

The contractor shall develop information required for EPA assessments of the total cost of compliance that may be incurred by a community for alternative regulatory or non-regulatory options, as well as the cost that may be incurred by local, State, and federal governments, and by society as a whole. Similarly, the contractor shall provide data required for the EPA's assessment of the benefits of the options to society. These analyses may include environmental benefits, health benefits, recreational benefits, benefits of ecosystem services, and other ecological benefits. Advanced techniques of cost- benefit analysis are required.

A.2.4. Environmental Justice

Executive Order 12898, "Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," directs federal agencies to focus on minority and low-income populations in implementing their programs, policies, and activities. Consistent with the EPA Administrator's priority to ensure the fair treatment of all people who may be affected by EPA regulations, the contractor shall conduct environmental justice analyses consisting of both economic and environmental components. These analyses shall assess potential minority and low-income populations, as well as other potential populations with differential patterns of subsistence consumption of fish and wildlife that may experience disproportionately high and adverse human health or environmental effects caused by a program, policy, or activity associated with work done under the contract. The EPA shall make all final decisions with respect to the applicability of EO 12898 to any EPA action. The contractor may be tasked with assessing distributional effects and identifying gainers and losers from different options and policy approaches. The analyses of distributional effects may consider the incidence of costs; benefits; and impacts on individuals; groups, including tribes, minorities, and other disadvantaged groups, regions, or other affected entities.

A.3. Cost-Effectiveness Analysis

The contractor shall provide support for analysis of the cost-effectiveness of various pollution control regulatory options. These analyses shall include the estimation or modeling of pollutant loadings in various baseline cases and under each regulatory option, by facility. The analyses shall also include calculation of pollutant removals by facility and pollutant, calculation of the compliance costs for each regulatory option, and calculation of the cost-effectiveness ratios. The analyses shall be conducted either with toxic weights (which account for the varying toxicity of different pollutants), which is referred to as a cost-effectiveness ratio, or without toxic weights, which is referred to as a cost-reasonableness ratio. The contractor shall also provide support in conducting analyses based on proposed or new Toxic Weighting Factors. Other cost per unit calculations may be required as part of regulatory and non-regulatory analysis conducted by the EPA.

A.4. Regulatory Flexibility/SBREFA Analysis

The effluent guidelines program prepares a small business analysis for each proposed and final regulation. The contractor shall provide technical support in analyzing the impacts of regulatory options on small businesses and other entities under the Regulatory Flexibility Act of 1995 and the SBREFA. The contractor shall provide technical support to EPA in the regulatory flexibility analysis and in SBREFA panel processes, which involve small businesses early in the regulatory development process. The EPA shall make all decisions related to the applicability of these statutes to its actions and the potential impacts of its actions on small businesses and other entities.

A.5. Analysis of Other Statutory and EO Requirements

The contractor shall provide support for the analyses required under statutes such as the UMRA and the National Technology Transfer and Advancement Act (NTTAA), among others; EOs such as Federalism, Protection of Children's Health, Consultation and Coordination with Indian Tribal Governments; Environmental Justice; and Actions Concerning Regulations That Significantly Affect Energy Supply, Distribution, or Use; among others. The contractor shall also provide support for the Administrator's priorities, which include protection of watersheds and urban waters, environmental justice, improved controls on stormwater and nutrients, improvements to benefits analysis, and market incentives. The EPA shall make all decisions related to the applicability of these statutes and EOs to its actions.

A.6. Methodology Development and Technical Review

The contractor shall research and evaluate new methods for economic analysis related to the control of water pollution. The contractor shall investigate innovative and streamlined approaches to conduct cost-benefit analysis, economic impact analysis, cost-effectiveness analysis, equity analysis of effluent guidelines and standards, and other regulatory and non-regulatory programs and initiatives. The contractor shall also provide support to the OW in the technical and economic review of various studies, including economic/financial guidance documents. The OW often comments on studies during their development phases and on final reports to assess their accuracy and significance to the EPA. Based on a review of studies by other EPA program offices, the contractor shall provide comments on such studies for use by the OW. Comments shall include, but shall not be limited to, the accuracy and soundness of the methodology and data used to support the study.

B. Environmental Assessment

B.1. Performing Environmental Assessments

The contractor shall perform environmental assessments examining and estimating environmental impacts of industrial discharges, and the changes resulting from various regulatory and non-regulatory (e.g., voluntary compliance) options to control those discharges and to support the benefits analysis component of regulatory cost-benefits analyses. Environmental assessments shall estimate the impacts of pollutants released from various industrial sectors at local, State, watershed, and national scales, as appropriate. Although the primary focus of environmental assessments shall be on surface water quality impacts, the

contractor may be requested to examine multimedia pollutant releases and impacts, as well as secondary impacts of pollutant discharges.

Environmental assessments shall examine the continuum of impacts including the discharge of pollutants to surface water (or transfers of pollutants to POTWs), the dilution and alterations of pollutants in receiving waters, the downstream transport of pollutants, the uptake of pollutants by aquatic organisms, the effects of pollutants on aquatic organisms, and the consumption of contaminated organisms by humans and the subsequent health effects. Environmental assessments shall also examine, when necessary, the interference and pass-through of industrial pollutants at POTWs, and their impacts on sewage sludge quality and treatment effectiveness. Environmental assessments, where appropriate, shall consider physical alterations to water bodies such as stream bank erosion; sediment scouring, transport, and deposition; increased or decreased flows, and temperatures changes. Environmental assessments shall examine the interactions among or between humans, aquatic and terrestrial organisms, and pollutants, such as water body eutrophication, adverse human health effects, fish consumption advisories, and impacts to ecosystem services (e.g., food wed impacts among aquatic, terrestrial, and avian species), and examine how these interactions change as a result of different regulatory and non-regulatory options.

The contractor shall be required to develop and use local, regional, and national level water quality models, such as, but not necessarily limited to the Soil and Water Assessment Tool (SWAT), Spatially Referenced Regressions On Watershed Attributes (SPARROW), Storm Water Management Model (SWMM), AQUATOX, and the Hydrologic and Water Quality System (HAWQS). The contractor shall also be required to develop and use local, regional, and national level GIS applications to support various types of environmental analyses. Modeling and GIS analyses include, but are necessarily limited to, the transmission pathways and effects of pollutants discharged to surface water necessary to quantify changes in ecosystem services and human health impacts that may result from regulatory options; assessment of pollutants that may affect the quality of public drinking water; and analysis of changes in in-stream pollutant concentrations and water quality. The contractor also shall conduct the following types of assessments and analyses: potential impacts to threatened and endangered species; potential changes in invasive species; environmental justice-related disparate impacts to minority and low income populations; cumulative impact analysis of multiple and multimedia pollution sources; and thermal sources of water pollution. As needed, the contractor shall apply probabilistic analysis and other statistical methods to assess risks resulting from exposure to environmental contaminants and hazards. The contractor shall incorporate appropriate statistical measures of uncertainty in the risk assessment estimates. Finally, the contractor shall develop and conduct analyses of impingement and entrainment of aquatic organisms by cooling water intake structures, non-water quality impacts that may result from waste water pollution control technologies, surface water impacts related to climate change, and the conservation status of freshwater and marine aquatic organisms.

In addition, the contractor shall evaluate multimedia impacts for industries or entities for which a coordinated approach with other EPA offices is required. For example, to support OW coordination with the Office of Air and Radiation, the OW might task the contractor with evaluating the deposition of emissions of nitrogen and toxic pollutants to surface water. Where possible, the environmental assessment shall be conducted to facilitate analysis of the monetized and qualitative benefits of different regulatory and non-regulatory options.

B.2. Toxic Weighting Factors

The contractor shall calculate Toxic Weighting Factors (TWF) for specific pollutants associated with various industrial categories and dischargers under regulatory consideration, and provide copies of the data used in these calculations to the EPA. TWFs provide a means of comparing the inherent toxicity of various pollutants, and they are currently used by the EPA to develop cost-effectiveness calculations required in the development of effluent guidelines. Where necessary, revisions to and improvements of the methodology for deriving TWFs may also be included.

B.3. Specific Information on Pollutants of Concern

The contractor shall provide environmental assessments, including pollutant-specific evaluation of environmental fate and effects, which include human and organismal health effects and toxicology. Additional assessments provided shall include effects on receiving water ecosystems (i.e., freshwater, tidal, and marine waters), effects on POTWs, and multimedia assessments.

B.4. Methodology Development and Technical Review

The contractor shall research and evaluate new methods for environmental assessment, other types of environmental risk assessments, and other general industrial pollutant impact analyses as directed. The contractor shall develop and investigate innovative and streamlined approaches to conducting environmental assessments for effluent guidelines. The contractor shall also develop and investigate approaches to improve the utility of the environmental assessments for benefits analysis. The contractor shall provide support to the OW in technical and environmental review of various studies, and it shall review and provide comments on studies conducted by other EPA program offices. Comments shall include, but shall not be limited to, the accuracy and soundness of the data used to support the study.

C. Technical Assistance

C.1. Collection/Preparation of Reports

The contractor shall provide the documentation required for preparation of various reports and the documents explaining the methodologies used to complete projects under this PWS. These documents may include Economic Analyses (EA), Environmental Assessments (EnvA), and Cost-Effectiveness Analyses (CE), among others. The contractor shall also collect and organize information for public and confidential records (e.g., reports, analyses, databases, correspondence, surveys, etc.). The contractor shall also prepare public dockets in support of ELGs and the ELG planning process, and shall maintain active access to and capability to use "Regulations.gov".

C.2. Review and Analysis of Public Comments

The contractor shall review public comments on proposals, regulations, Notices of Data Availability and preliminary studies. The contractor shall provide technical support for EPA's

activities to classify, analyze, and respond to comments. Based on an analysis of comments, the contractor shall provide information to the EPA to use in responding to comments on economic, financial, cost, benefit or environmental assessment issues. The contractor shall establish and maintain database systems in support of the public comment process in support of ELGs and the ELG planning process.

C.3. Multi-Media and Pollution Prevention Issues

The contractor shall provide technical support to the EPA in identifying pollution prevention opportunities and assessing regulatory and non-regulatory options involving transfer of pollutants from one media to another (e.g., removing pollutants from water and transferring them to solid waste). The contractor shall develop and employ analytical tools, including life cycle analysis, in determining the technical and scientific merits of various multi-media and pollution prevention alternatives.

C.4. Quick Turnaround

The contractor shall provide information for use by the EPA for quick responses and analyses of options, issues, and policy decisions in support of other areas of this PWS. Quick responses are those which require completion in one to five working days.

C.5. Legislative Analysis Support

The contractor shall provide analytical technical support to the OW in drafting and reviewing legislative language. The contractor shall develop and run computer models to provide technical support for the EPA's assessment of the impacts of alternative legislative proposals.

C.6. Technical Support for Litigation

The contractor shall provide litigation support. Most litigation includes many complex technical allegations relating to almost every facet of the rulemaking or planning record. For assigned litigation issues, the contractor shall provide cogent and accurate draft assessments and analyses based on thorough knowledge and understanding of the rulemaking or planning records to support the Agency in judicial and administrative reviews. Litigation support may include use of the rulemaking records for current and existing effluent guidelines rulemakings. No legal service shall be provided to the Government under this contract unless prior written approval is obtained from the Contracting Officer. Under no circumstances shall the contractor develop EPA litigation or negotiation strategy or represent the EPA during litigation or negotiations.

C.7. Database Development and Management

The contractor shall provide technical support to the EPA in maintaining existing databases, creating new databases, and accessing data from commercially available databases to perform the required analyses in Section III.A and III.B. Examples include databases containing responses to the EPA's surveys authorized under section 308 of the CWA, databases of economic or industry financial information, Discharge Monitoring Reports (DMR) and Toxics

Release Inventory (TRI) databases, databases containing results of literature reviews, and other water quality and pollutant databases. All databases developed by the contractor shall be nonproprietary. Data sets, analytical software, and documentation are the property of the EPA and shall be made accessible to the EPA WAM.

D. Outreach and Training Support

D.1. Public and Industry Outreach Activities

The contractor shall prepare materials to support the EPA's outreach activities to the public and industry. These materials may include reports, brochures, PowerPoint presentations, leaflets or posters and other media. All materials shall be submitted in draft form for EPA review and approval. In some cases, the contractor shall present standard lectures, workshops, and/or discuss case studies developed by the Agency. The contractor shall develop training courses to provide technical support for the OW in its work with EPA Regional Offices and States. This work shall provide technical support for the EPA's process of completing and evaluating its economic/financial guidance. Also, the contractor shall provide technical support in the development of briefings for the EAD, OST, OW, EPA Regional staff, and others on the results of analyses performed, data collected, and data management systems developed by the contractor under the contract. The contractor shall also support the preparation for, and conduct of, public meetings and workshops. The contractor shall also provide expert speakers for conferences and symposia as identified in the work assignment(s).

D.2. Training and Logistical Support

The contractor shall provide technical and logistical support in the planning and execution of workshops, conferences, training sessions, symposia, and public meetings related to the contract PWS, and to address various rulemaking issues and practical implementation concerns on related subjects. Activities shall include preparing course materials, coordinating facilities for training, and providing course instructors. Travel may be required for these activities. Meetings shall vary in size, location, topics, and level of documentation. Materials prepared under this paragraph shall be submitted in draft for review and approval to the EPA PO and/or the WAM.

E. Contract Activity Information Technology Requirements

The following are standard requirements for Office of Water contracts. Only those sections relevant in the context of the requirements in Section A, B, C, and D apply to this contract. All information developed under the contract shall be amenable to electronic data processing, and shall be capable of being stored and utilized by, or converted to, the EPA's computer systems. The work assignment shall designate the specific computer system to be used for such storage and utilization (i.e., EPA mainframe or PC systems).

All final documents for web posting produced under this contract shall be compliant with the requirements of Section 508 of the Rehabilitation Act of 1998, which requires federal agencies to make electronic copies of their documents accessible to persons with disabilities.

The contractor shall develop and maintain information management systems compatible with existing or developing OW databases, so that the data from other studies can also be entered. Data sets and analysis software and documentation shall be accessible to the EPA PO and WAM and that information shall be provided to the PO upon expiration of the contract.

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

2. All software (including web pages) development shall be done in consultation with the WAM according to functional requirements and design found in the following documents. All work performed by the contractor must also adhere to the government policies, procedures, and guidance in the following manuals:

EPA Standard Operating Procedures for the Development and Review of Publications: Printed, Web, and Other Media: http://www.epa.gov/productreview/index.html

EPA Web Guide: http://www2.epa.gov/webguide/;
EPA Section 508 Accessibility Guide: http://www.epa.gov/inter508/index.htm;

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

EPA Information Resources Management (IRM) Policy: http://www.epa.gov/irmpoli8/policies/index.html;

3. Data Standards and Environmental Data Registry (EDR)[http://www.epa.gov/edr]. Any development or enhancement of information resources, as well as any data products flowing to or from EPA information resources, must adhere to data standards detailed in the EDR. Information Resources for this process include systems, databases, and models/web applications that utilize information in OW systems and databases.

4. Information Technology Architecture Road Map (ITARM) – For development/enhancement of information resources, the contractor must adhere to all technical standards listed in the ITARM.

5. Environmental Information Management System (EIMS)[http://www.epa.gov/eims]. A contractor developing or enhancing an information resource shall first conduct a thorough search of existing information resources, through means such as EIMS, to ensure development/enhancement of information resources does not duplicate existing information resources. If duplication is determined, the contractor shall consult with the EPA PO to ensure that existing information resources are optimally utilized in conjunction with the information resource(s) being developed/enhanced by the contractor. For any development/enhancement of information resources, the contractor shall work with the EPA on inserting/updating resource description information in EIMS.

6. Monitoring information in STORET [http://www.epa.gov/storet]. Any water quality, biological, sediment, and ecological monitoring data collected as part of contract activities must be entered into STORET or made available to EPA in a STORET compatible format.

7. National Hydrography Dataset (NHD) Indexing [http://www.epa.gov/waters]. Data related to OW programs that is required to meet the EPA Latitude/Longitude Standard shall also be indexed to the NHD, using EPA OW standard formats available on the WATERS website. Exceptions include groundwater data and data that is related to points greater than two miles from the United States coastline. The WATERS website describes EPA tools and training that are available for NHD indexing.

8. Discharge Monitoring Reports (DMR) and Toxics Release Inventory (TRI) [http://cfpub.epa.gov/dmr/] [http://www.epa.gov/tri/]. The contractor shall have the required clearances, the capability and knowledge to access, use, support and update the ICIS-NPDES, DMR and TRI databases in conformance with all EPA requirements.

F. Deliverables

All deliverables developed under this contract must be provided to the PO in electronic formats that are supported (i.e., PDF) and can be edited (i.e., Word, Excel) by the EPA. GIS data must be in ArcGIS format. Ambient Water Quality Data collected must be entered into STORET or its follow-on data systems. The Contractor shall support the WAM/PO in conducting a "Final Deliverable Validation" to ensure compliance with Section 508 and the Federal Acquisition Regulations (FAR) related to " electronic and information technology (EIT) deliverables". The Contractor shall furnish certification, in writing, to the WAM/PO that the Contractor has complied with EPAAR Clause 1552.211-79 "Compliance with EPA Policies for Information Resources Management" (Reference Contract Clause C-1), including the requirement that all electronic and information technology (EIT) deliverables be Section 508 compliant in accordance with the policies referenced at http://www.epa.gov/accessibility/ .

1. The contractor shall furnish all data (e.g., GIS, monitoring, modeling inputs/outputs, etc.) to the PO upon completion and acceptance by the PO of final deliverables for each work assignment. The data must also be accompanied by an inventory list describing all the data used.

2. Metadata must be developed for all project-generated GIS and must accompany the GIS deliverables. Metadata must be compliant with the "Content Standard for Digital Geospatial Metadata" approved by the Federal Geographic Data Committee (FGDC). Metadata compliance can be checked using the following tool: **http://geo-nsdi.er.usgs.gov/validation/**

3. **PDF Requirements** - All PDF files must meet the following standards:

3.1. Adobe page numbers must reflect actual document page numbers. Include i, ii, iii and chapter/subsection re-numbering.

3.2 Bookmarks should be used in long documents with multiple sections.

3.3 Table of Contents entries must be jump-linked to the correct location in the document.

3.4 The initial view must display Bookmarks Panel and Page (unless the document is short and has no bookmarks) and Document Title (rather than file name)

3.5 All appropriate metadata must be entered in the document properties to be provided to the EPA. This includes:

3.5.1 Document Title;
3.5.2 Author;
3.5.3 Subject (e.g., Total Maximum Daily Loads); and
3.5.4 Keywords.

3.6 The document must be created/saved for Fast Web View.

3.7 All PDF files must also conform to Section 508 – Accessibility. The contractor is provided the following references for guidance:

EPA's Short Checklist, guidelines for the use of PDFs:
http://yosemite.epa.gov/OEI/webguide.nsf/design/pdf_guidance

EPA's PDF White Paper - Final Revised – March 16, 2010:
http://yosemite.epa.gov/OEI/webguide.nsf/design/pdf-2010/$File/pdf-white-paper.pdf;

EPA's PDF website:
http://yosemite.epa.gov/OEI/webguide.nsf/design/pdf_guidance;

Social Security Administration guidance for creating accessible PDFs and word documents (covers converting Word documents to PDFs) –
http://www.ssa.gov/accessibility/files/The_Social_Security_Administration_Accessible_Document_Authoring_Guide_2.1.2.pdf

4. All laboratory analyses performed under individual work assignments issued under this contract shall be uploaded into STORET by the contractor. The contractor is referred to the WQX format to upload data to STORET until more current methods becomes available: **http://www.epa.gov/storet/wqx/index.html**.

5. Each initial deliverable shall be provided to the EPA PO in draft form for review and comment. The contractor shall incorporate procedures to ensure that these drafts completely document the methodologies being used, utilize the appropriate assumptions and data, are accurate and complete, and as specified in the work assignment or other written technical

direction before providing them to the EPA. The contractor shall incorporate PO review comments into revisions of the drafts. All drafts and final reports shall be approved by the PO. Activities to be conducted under this contract are limited to technical support. The PO will review all contractor analyses and make final determinations with regard to program objectives and the content of Agency regulations and policy development.

6. It is anticipated that the work product of any federally funded agreement will be reviewed for scientific validity and may be used as a tool or reference for future projects. The EPA will use the deliverables that result from this RFP to answer questions during public notice. Therefore, all data, sampling, analysis, research, reference materials, geo-spatial layers, coding and modeling that is performed, utilized or produced under the RFP shall be submitted to the EPA in a manner that allows the EPA to appropriately modify the information according to public comment.

7. The contractor shall support Agency efforts to meet current Federal Document and Records Management policy requirements. The contractor shall also anticipate requests to support Agency efforts to meet, interpret, or plan for implementation of any new policies, directives, or guidance issued for Federal Document and Records Management during the period of performance of this contract.

The kinds of contractor support which may be required in individual work assignments issued under this contract include: support for the preparation of records in the project files of individual work assignments issued under this contract; and support for the preparation of archival copies of draft and final deliverables developed under individual work assignments issued under this contract.

The contractor shall also support Agency efforts to meet current and ongoing Federal Document and Records Management policy requirements for contract-level Project Reports furnished to meet the Office of Acquisition Management (OAM) contract-level requirements.

The contractor is provided the following references for guidance:

ATTACHMENT (B): Office of Water Records Management background information from an internal agency website: **http://intranet.epa.gov/ow/records**

EPA Records Management Policy:
http://www.epa.gov/records/policy/2155/rm_policy_cio_2155_1_2.pdf;

EPA Records Schedule 258 "Final Deliverables and Reports" (all programs/agency-wide):
http://www.epa.gov/records/policy/schedule/sched/258.htm.

8. The contractor shall provide all supporting documentation to the EPA with its deliverable drafts, because the EPA cannot review and approve the contractor's draft deliverables without that supporting documentation. That documentation shall include the electronic modeling files and a detailed, written explanation of all steps and decisions. This shall be done regardless of whether it is described in a specific work assignment as a deliverable. This

information shall be submitted in such a manner that no proprietary software will be needed to read, interpret, replicate, or model any resulting work product, unless otherwise noted in the work assignment or the contractor has received the prior written permission of the EPA PO. The objective is that anyone with the appropriate skill level can use the information produced under the resulting contract(s) and/or work assignments to check or duplicate the work for calibration, replication, and/or verification. Consequently, any elements essential to successfully replicating the resulting analysis and modeling shall be provided to the EPA in a commonly used format. All water quality specific data gathered or generated by this contract shall be exported, by the contractor, into the EPA's Water Quality Exchange database, as part of providing all the supporting documentation.

At the end of the contract, the contractor shall ensure that any additional supporting documentation requested during the EPA's review of any draft work product is furnished in a timely manner upon written request from either the appropriate PO or the CO. All supporting documentation shall be indexed in accordance with the current requirements of the Federal Document and Records Management policies, as well as any new policies, directives, or guidance issued for Federal Document and Records Management during the period of performance of the resulting contract.

9. To meet these federal needs (unless modified by the EPA CO), all contractor deliverables to the EPA shall include one electronic and two paper copies formatted as follows:

9.1 Final electronic submissions shall be made in the following manner: electronic Microsoft Word© for any written reports, summaries, or analysis documents; Microsoft Excel© format for any and all spreadsheets, raw data, coding and modeling work (including all model runs with essential data to replicate model runs); and Microsoft Access© format for any and all databases or for other data as approved by the EPA PO in writing. Electronic submissions shall be on Compact Disk (CD), Digital Versatile Disc (DVD), or USB drive. The contractor may utilize a File Transfer Protocol (FTP), but only if the PO gives written permission. Every electronic document and all of the sections, text, graphs, charts, or figures shall be unlocked, open, and editable, so that the EPA may make further changes.

9.2 The paper copies shall be made in the following manner: two separate and identical copies of all deliverables must be submitted; each separate copy shall include all of the products due as of that date (i.e., Task 1, 2, etc.), and must be submitted in one or more bound volumes, as appropriate, with a title page, an executive summary describing the purpose and content, and an index, located inside the front cover of each bound volume, along with electronic copies enclosed in envelopes (or other suitable means) bound in the respective volume.

G. Customized Quality Management Plan, Contract-Level Programmatic Quality Assurance Project Plan (P-QAPP), and Supplemental Quality Assurance Project Plans (SQAPPs)

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

As required by clauses in Sections E and Section L of the subject solicitation and the resultant contract, all technical requirements in Sections A – F of this PWS must be supported by the contractor's quality system and documented in its customized Quality Management Plan. This customized Quality Management Plan must demonstrate how the contractor will integrate quality assurance and quality control procedures and plans into the wide variety of technical activities contemplated in the PWS.

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

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

Customized Quality Management Plan

A **Quality Management Plan (QMP)** documents how an organization will plan, implement, and assess the effectiveness of its quality assurance (QA) and quality control (QC) operations. Specifically, it:

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

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

A **customized QMP** is a QMP that is tailored to the requirements in the PWS, and it explains how the corporate Quality System will support those specific activities. The customized QMP shall be prepared in accordance with *EPA Requirements for Quality Management Plans*[1] and submitted to EPA as part of the contractor's proposal package. It must carryover the technical organization proposed for this PWS in to a unified organizational chart that encompasses the technical PWS activities, subcontractors (including consultants), and QA/QC personnel.

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[1] See EPA Order CIO 2106.0 - EPA Quality Program Policy; EPA Order CIO 2105.0 (formerly 5360.1 A2) - Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000; and *EPA Requirements for Quality Management Plans* (QA/R-2), March 2001 (Reissued May 2006), EPA/240/B-01/002.

Futhermore, this organizational chart must show the lines of authority, responsibility, and communication. The organizational chart also must be supported by text that discusses these roles and responsibilities.

In addition, the customized QMP must discuss the independence of the QA personnel who are proposed by the offeror. These will include a Corporate Quality Assurance Manager, as well as any project or task-designated quality assurance personnel. Project or task QA personnel are those who will be responsible for preparing, reviewing, and assuring the technical work on the contract conforms to the contract level programmatic Quality Assurance Project Plan (p-QAPP) , any supplements to a p-QAPP (known as "supplemental QAPPs" or "s-QAPPs"), or any other QAPP approved for use under the contract. These QA personnel may include subcontractor QA personnel. The customized QMP must document the education and experience of all individuals who will be performing QA/QC activities under the contract, whether they are in the QA Manager role or are providing day-to-day QA support under the contract. Applicable education and experience includes formal QA training, membership in QA-related organizations, on-the-job training and experience related to the type of QA support they will be providing.

Quality Assurance Project Plans

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

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

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

- OR-

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

Note that while the customized QMP documents an organization's *management system* for the environmental work to be performed under the contract, the programmatic QAPP documents the *technical QA/QC elements* needed to support the environmental work that will be performed under contract. Supplemental and traditional QAPPs also document the technical QA/QC elements needed to support the environmental data operations that will be performed, but they do so at the work assignment or project level, rather than at the contract level. ***Note***: Because the

programmatic QAPP is prepared as a contract-level document, it is understood that the details (e.g., specific objectives, analytical methods, and/or acceptance criteria) of specific projects may not be known. In such instances, the contract-wide programmatic QAPP should document the contractor's procedures for defining and documenting this information for specific projects or work assignments.

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

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

Any QAPP that is approved by the EPA for a work assignment issued under this contract will be considered by the EPA to be available in the public domain and may be distributed by EPA to the public.

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

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

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

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

– U.S. EPA QA/R-5, *EPA Requirements for Quality Assurance Project Plans,* March 2001 (reissued May 2006). EPA/240/B-01/003. http://www.epa.gov/quality/qs-docs/r5-final.pdf

– U.S. EPA QA/G-5, *Guidance for Quality Assurance Project Plans*, December 2002, EPA/240/R-02/009. http://www.epa.gov/quality/qs-docs/g5-final.pdf

Unless otherwise specified in a task in the work assignment, the contractor will be expected to prepare QAPPs for any or all of the following types of activities: modeling, environmental assessment, cost-benefits analyses, monitoring, generation of GIS data, and biological assessments in wadeable streams and rivers. Additional requirements concerning preparation of QAPPs for these activities are as follows:

- When modeling is requested in the PWS of an individual work assignment, the contractor shall prepare a modeling QAPP. This modeling QAPP may be prepared as either a stand-alone QAPP or as a supplement to the programmatic QAPP. If a supplemental QAPP is prepared, it must focus solely on the relevant tasks in the work assignment and include specific details regarding the objectives and QA/QC strategies needed to support the modeling activity described in the corresponding work assignment.

The modeling QAPP shall conform to U.S. EPA QA/G-5M, *Guidance for Quality Assurance Project Plans for Modeling*, December 2002, EPA/240/R-02/007 (http://www.epa.gov/QUALITY/qs-docs/g5m-final.pdf) and U.S. EPA *Guidance on the Development, Evaluation, and Application of Environmental Models,* March 2009, EPA/100/K-09/003 (http://www.epa.gov/crem/library/cred_guidance_0309.pdf). Additional guidance may be found in the EPA New England Regional Library Quality System Documents (http://www.epa.gov/region1/lab/qa/qualsys.html)

- When monitoring is requested in the PWS of an individual work assignment, the contractor shall prepare a monitoring QAPP. This monitoring QAPP may be prepared as either a stand-alone QAPP or as a supplement to the programmatic QAPP. If a supplemental QAPP is prepared, it must focus solely to the relevant tasks in the work assignment and include specific details regarding the objectives and QA/QC strategies needed to support the monitoring activity described in the corresponding work assignment.

The monitoring QAPP shall conform to U.S. EPA QA/G-5S, *Guidance on Choosing a Sampling Design for Environmental Data Collection for Use in Developing a Quality Assurance Project Plan*, December 2002, EPA/240/R-02/005 (http://www.epa.gov/QUALITY/qs-docs/g5s-final.pdf) and any other guidance provided by the WAM.

- When the generation of GIS data is requested in the PWS of a work assignment, the contractor shall prepare a QAPP applicable to the GIS activities requested in the work assignment. This QAPP may be prepared as either a stand-alone QAPP or as a supplement to the programmatic QAPP. If a supplemental QAPP is prepared, it must focus solely on the relevant tasks in the work assignment and include specific details regarding the objectives and QA/QC strategies needed to support the GIS activity described in the corresponding work assignment.

When preparing QAPPs for GIS projects, the Contractor shall comply with the U.S. EPA QA/G-5G *Guidance for Geospatial Data Quality Assurance Project Plans,* March 2003, EPA/240/R-03/003 (http://www.epa.gov/QUALITY/qs-docs/g5g-final.pdf). Depending upon the modeling techniques, data resolution, data consistency, software applications, and other characteristics in lieu of G-5G, the DEMs and National Elevation Dataset (NED) will most likely provide a generalized depiction of landforms, especially in areas of moderate topographic variations or flat areas. For this reason, delineations based on DEM and NED need to be independently checked

on 1:24,000 Digital Raster Graphics (DRGs) and reviewed closely by the contractor prior to finalizing any QAPP deliverable involving GIS data. A detailed description of the source elevation model must be documented in the metadata. Consistent with EPA's QA/G-5M, such procedures must be included in the QAPP.

- When the performance of community-level biological assessments in wadeable streams and rivers is requested in the PWS of an individual work assignment, the contractor shall prepare a QAPP applicable to the activities requested in the work assignment. This QAPP may be prepared as either a stand-alone QAPP or as a supplement to the programmatic QAPP. If a supplemental QAPP is prepared, it must focus solely on the relevant tasks in the work assignment and include specific details regarding the objectives and QA/QC strategies needed to support the activity described in the corresponding work assignment.

In doing so, the Contractor shall follow the guidance in *Generic Quality Assurance Project Plan Guidance for Programs Using Community Level Biological Assessment in Wadeable Streams and Rivers*, July 1995, EPA/841/B95/004, http://www.epa.gov/region1/lab/qa/projectplantool/Mod4References/Primary/Guidance/bioass_qapp.pdf

QA Considerations when Technical Direction or Work Assignment Modifications are Issued: Because of the complex and diverse nature of environmental data operations, changes to the PWS in individual work assignments, including revisions to methods or objectives, are sometimes required. If a modification to a work assignment issued by the EPA CO or technical direction issued by the WAM warrants a change in protocols related to QA/QC, the QAPP must be modified to reflect the change, and a revision History page entry provided. The contractor will be expected to modify the QAPP and obtain written EPA approval of the modifications *before* incurring any billable costs for work that involves the collection, generation, evaluation, analysis, or use of environmental data that is not already covered by the approved programmatic QAPP or the previously approved version of the work assignment QAPP.

According to EPA policy, a revised QAPP must be reviewed and approved by the same EPA authorities (e.g., the EPA WAM and QAO) that performed the original review.

For those tasks where the PWS involves data collection and/or analysis, or where the PWS involves modeling, the contractor must not make any procedural changes to methods for data collection or analysis, or to other activities involving QA/QC until a revised QAPP is prepared, furnished to EPA for review, and approved in writing by EPA. The contractor shall identify such changes to the WAM when the contractor furnishes to the WAM any proposed revisions to the QAPP for EPA review and approval. The WAM will evaluate any proposed changes to the procedures, and review all proposed revisions to the QAPP. The WAM will determine whether the proposed changes affect the technical and quality objectives of the work assignment. The WAM will assess whether the proposed procedural changes have quality assurance or quality control impacts, and whether the proposed revisions to the QAPP are sufficient to meet the objectives of the work assignment. The WAM then will make recommendations about the procedural changes and the proposed QAPP revisions to the EPA QAO. The changes to

procedures involving data collection and analysis can be implemented by the contractor only after the EPA QAO has approved in writing the revisions to the QAPP.

Reporting Quality Assurance Progress

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

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

ATTACHMENT A:

"DIRECTIVES FOR PERFORMANCE OF IRM-RELATED WORK"

Federal Policies and Regulations	
Computer Security Act of 1987	http://csrc.nist.gov/groups/SMA/ispab/documents/csa_87.txt
The Privacy Act of 1974 Section	http://www.justice.gov/opcl/privstat.htm
The Rehabilitation Act Section	http://www.access-board.gov/sec508/guide/act.htm
Architectural and Transportation Barriers Compliance Board Electronic and Information	http://www.access-board.gov/sec508/508standards.pdf
The Fair Labor Standards Act of 1938 as	http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf
U.S. Office of Management and Budget (OMB)	http://www.whitehouse.gov/omb/circulars_a004_a-4/
OMB Circular A-11, Financial Reporting and	http://www.whitehouse.gov/omb/circulars_a11_current_year_a11_toc
OMB Circular A-76, Personnel	http://www.whitehouse.gov/omb/circulars_a076_a76_incl_tech_correction
OMB Circular A119, Consensus	http://www.whitehouse.gov/omb/circulars/a119/a119.html
OMB Circular A-123, Internal Control	http://www.whitehouse.gov/omb/circulars_a123_rev
OMB Circular A-130, Information Resource	http://www.whitehouse.gov/omb/circulars_a130_a130trans4
OMB Circular A-131, Value	http://www.whitehouse.gov/omb/circulars_a131/
OMB Memorandum M-08-27, Guidance for TIC	http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2008/m08-27.pdf
OMB Memorandum M-08-22, Guidance on	http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2008/m08-22.pdf
OMB Memorandum M-07-24, Updated	http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2007/m07-24.pdf
OMB Memorandum M-07-11, Implementation of Commonly Accepted Security	http://www.whitehouse.gov/sites/default/files/omb/assets/omb/memoranda/fy2007/m07-11.pdf
OMB Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility,	http://www.whitehouse.gov/omb/fedreg_final_information_quality_guidelines
Federal Information Security Management Act	http://csrc.nist.gov/drivers/documents/FISMA-final.pdf
U.S. Department of Commerce, National Institute of Standards and	http://csrc.nist.gov/publications/nistpubs/800-34-rev1/sp800-34-rev1/_errata- Nov11
NIST SP 800-53, Rev. 3	http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final updated-errata_05-01
Federal Continuity Directive 1	http://www.fema.gov/pdf/about/offices/fcd1.pdf
Electronic Signatures in Global and National	http://uscode.house.gov/download/pls/15C96.txt

Attachment B

OW Intranet

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Home | Employee Services | Information Resources | Communications | Resource Management

You are here: Home > ow > records > Office of Water Records Management Program

Office of Water Records Management Program

On this Page:

- Welcome
- Management Support
- Records Liaison Officer
- Records Management Contacts
- File Plan Tools and Training
  - File Plan
  - Policies and Procedures
  - File Structure
  - Disposition Labels
  - Training
  - File Plan Survey Forms
- Retiring Records
  - SF 135 Records Transmittal and Receipt
  - EPA Form 5100-8 Facilities Services Request
  - OF 11 Reference Request -- Federal Records Centers
- Destroying Records

Welcome

Welcome to the home page for the Office of Water's Records Management Program. This page provides information, resources, and tools to assist Office of Water personnel in complying with EPA policy and federal government regulations for managing records.

The Office of Water's Records Management Program home page debuted May 2006. Further developments are underway. Please watch for updates.

Top of page...

Management Support

The Office of Water is fortunate to have top management support for records management.

In February 2005, Deputy Assistant Administrator (DAA) Michael H. Shapiro established the Records Management Program through a directive to Office Directors.

Read the Deputy Assistant Administrator's Directive in PDF format
(2 pages, 104 KB About PDF)

In April 2008, DAA Shapiro issued a memorandum to all Office of Water personnel emphasizing that proper records management directly supports the integrity of the Office of Water's mission to provide clean and safe water, and protect human health and the environment.

Read the Deputy Assistant Administrator's Memorandum in PDF format
(2 pages, 142 KB About PDF)

In May 2008, the Office of Wetlands, Oceans and Watersheds (OWOW) received the Deputy Assistant Administrator's Mid-Year Review Award for best progress in implementing the Office of Water Records Management Program's strategic plan. OWOW's success was achieved through the synergy of support from all levels of Program Office, Division, and Branch managers; leadership from Records Management Contacts; and cooperation and commitment from staff.

View the photographs of the Mid-Year Review Award presentation
(Last updated May 16, 2008) (PowerPoint, 10 slides, 13,749 KB)

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Records Liaison Officer

The Records Liaison Officer (RLO) serves as the Office of Water's point of contact for the Agency Records Officer. The RLO's responsibilities involve all aspects of a records management program, including: procedures, evaluations, records schedules, file plans, disposition activities, briefings and training, vital records, and information security. The RLO coordinates these activities with the Office of Water's Records Management Contacts, Continuity of Operations Coordinator, and Information Security Officer.

You can read more about the records management responsibilities of the RLO, as well as all EPA personnel, in the EPA Records Management Policy.

Read the Records Management Policy in PDF format
(Approved June 8, 2009) (9 pages, 109 KB About PDF)

The Office of Water's Records Liaison Officer, Nancy New, has received the National Archives and Records Administration's (NARA) Certification of Federal Records Management Training. As one of the first RLOs in the Agency to achieve this goal, she successfully completed the coursework for NARA's core Knowledge Areas and passed the five Certification examinations in 2006. In 2007, the Agency's Document and Records Management Workgroup, chaired by the Office of Environmental Information, recommended that all RLOs receive the NARA Certification by the end of fiscal year 2008.

Nancy New, was awarded First Place for 2006 Best Practices in EPA Records Management at the EPA Records Workshop in Washington, D.C.

See the Office of Environmental Information Announcement in PDF format
(3 pages, 39 KB About PDF)

Nancy values the support she receives from the Deputy Assistant Administrator.

Attachment B

View the photograph of Michael Shapiro congratulating Nancy New
(JPG, 1 page, 51 KB)

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Records Management Contacts

The Office of Water is proud to have an active network of Records Management Contacts who promote, coordinate, and serve as experts on the Records Management Programs in their Program Offices, Divisions, and Branches. These Contacts are crucial to the strength of the Office of Water Records Management Program. They are your first sources for answers to your records management questions.

You can find your Records Management Contact in this directory.

Browse the Directory of Office of Water Records Management Contacts
(Last updated January 27, 2012)

Sometimes Records Management Contacts are asked by their Program Offices to provide guidance on managing recorded information with which they are not already familiar. In those situations, the Contacts turn to The Records Management Contact's Cheat Sheet for directions on interviewing records custodians, conducting research, and documenting the results.

Download The Records Management Contact's Cheat Sheet
(Last updated September 20, 2011)

Office of Water Program Office Lead and Division Lead Records Management Contacts toured the National Archives and Records Administration in July 2007. They saw original federal records dating from the 1700s and experienced the impact of records on the history of our nation and its individual people. After a tour of the Public Vaults exhibits, led by National Archives docent Virginia Ingram, the group posed in front of a wall-sized illustration of the "Life Cycle of Records."

View the photograph from the National Archives tour
(Last updated July 18, 2007) (JPG, 1 page, 92 KB)

Records Management Contacts hosted an educational session in January 2007 to promote understanding and practice of electronic records management. Rita Cacas of the National Archives and Records Administration presented an overview of the National Archives' Electronic Records Archives Program. Ms. Cacas emphasized that properly managing all electronic records today will help ensure that records with permanent historical value can be found and used by generations in the future.

View the photographs from the Electronic Records Archives educational session
(Last updated January 24, 2007) (PowerPoint, 4 slides, 1,862 KB)

See the speaker's slides
(Last updated January 24, 2007) (PowerPoint, 14 slides, 1,186 KB)

Records Management Contacts Janice Poole and Edna Silver conducted records management training for the American Indian Environmental Office (AIEO), formerly an Office of Water program office, during July 2006. With colorful patriotic decorations, refreshments, and big

smiles, they demonstrated that we can manage our federal records and have fun at the same time.

View the photographs from AIEO's records management training
(Last updated July 18, 2006) (PowerPoint, 3 slides, 9,697 KB)

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File Plan Tools and Training

File Plan

A file plan documents the kinds of recorded information we have, how that information is organized and maintained, and what its final disposition is. A file plan has two parts: policies and procedures documentation, and a file structure.

Policies and Procedures

Many of the Office of Water's records management policies and procedures are presented on this home page through the Deputy Assistant Administrator's Directive, and instructions for surveying, labeling, closing, retiring, and retaining records.

Here is a short summary of five key steps to take to manage your records. The summary also helps you decide which working papers and drafts are **not** records. When you print this "records cheat sheet" two-sided and cut along the dotted lines, you will have a handy five-by-seven inch desk or pocket reference.

Download the records cheat sheet
(Last updated May 23, 2007) (MS Word, 2 pages, 53 KB)

In response to questions about managing records related to the Water Docket, the Office of Water Records Liaison Officer worked with the EPA Docket Center to prepare answers to Frequently Asked Questions (FAQ) about Docket Records.

Read the FAQ about Docket Records
(Last updated July 17, 2008) (MS Word, 6 pages, 77 KB)

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File Structure

Each person in the Office of Water (OW) is required to have an Individual File Structure for each position held in an OW Program Office or OW Immediate Office.

To develop their file structures, Office of Water personnel use a questionnaire tool called a File Plan Survey. The Survey helps match files to their corresponding descriptions, or "items," in
EPA's records schedules. Records schedules are EPA policy documents with instructions for managing all recorded information. The records schedule items form the basis of the file structure.

Please contact the OW Web Manager if you experience a technical

Individual File Structures are compiled to create OW's organization file structures which are available in an MS Excel spreadsheet format. To view only the current records schedule items for your Office of Water Program Office or Immediate Office, select "View" and "Custom Views." Then select your office, and "Show." You also can use drop-down arrows at the top of each column in the spreadsheet to select file structures by Division and Branch or to navigate quickly through the spreadsheet.

Open the file structure spreadsheet
(Last updated January 6, 2012)

One of the principles of the Office of Water's Records Management Program is: "File Plan maintenance is an ongoing activity." In keeping with that principle, the Office of Water's file structure is continuing to develop. Hyperlinks to the full text of EPA records schedules and to printable disposition labels for records schedule items have been inserted in the spreadsheet. The file structure spreadsheet is updated as records schedules change and file structures for the Office of Water's Program Offices, Divisions, and Branches are revised.

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Disposition Labels

Disposition labels are tools to help manage all recorded information according to records schedule requirements. The labels correspond to records schedule items on the Office of Water file structure. They provide identifiers, such as record schedule title and number, and disposition instructions. Disposition instructions tell you when to close files and what to do with the files after they are closed.

In the Disposition Labels Guidance below, you will learn about:

- Finding the Labels
- Looking at the Labels
- Printing the Labels
- Putting the Labels on Folders
- Using the Labels to Close Files
- Using the Labels to Calculate Disposition Dates
- Using the Labels to Take Final Disposition Action
- Using Information in the Labels to Manage Electronic Files
- Using the Labels for Quality Control
- Links to Resources

Read the Disposition Labels Guidance
(Last updated September 8, 2009) (MS Word, 11 pages, 8,934 KB)

After reading the Disposition Labels Guidance and becoming familiar with applying disposition labels, you may use this interactive disposition date calculator to calculate the Retire Date and the Final Disposition Date from the formulas on your disposition label.

Go to the Disposition Date Calculator
(Last updated September 25, 2008)

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Training

Attachment B

Office of Water Records Management Contacts conduct classroom training for all Office of Water personnel. The training course includes an introduction to federal records management and step-by-step instructions for completing the File Plan Survey. The training course is available here in a PowerPoint file for your convenience in reviewing it before or after your classroom training.

The slides in the training course are intended to be viewed in conjunction with the text of the accompanying instructor's script. The slides alone are not self-explanatory. The instructor's script is in the Notes Pages of the PowerPoint file. You can access the Notes Pages in any one of three ways:

- **Select Speaker Notes.**
  Open the training course. Right click. Select "Screen" and "Speaker Notes." A "Speaker Notes" window will appear. You can click and drag to move the window to the position you prefer. The window will remain on the screen as you move through the slides until you select the "Close" button.

- **Save As PowerPoint.**
  Left click on the "Training Course" link below. Select "Save." Browse to the folder in which you want to save the PowerPoint file. Select "Save." When the screen displays "Download complete," select "Open." If you no longer need the PowerPoint file after you have reviewed the training course, please delete it.

- **Print.**
  After you have saved the PowerPoint file, you can print the instructor's script along with the slides by selecting: "File"; "Print"; "Print what: Notes Pages"; "OK."

  Open the Training Course file (Last updated March 29, 2011)

You can supplement your training by previewing the National Archives and Records Administration video "Building the Archives of the Future." This video illustrates that records of business conducted by the United States federal government are valuable evidence of "the rights of American citizens, the actions of federal officials, and the national experience."

Preview the video "Building the Archives of the Future"
(Windows Media Player, 1 minute 34 seconds, 18.5 MB)

Additional training for managing federal records is available through the National Archives and Records Administration (NARA). NARA's Records Management Nationwide Training Web page links to information on classroom training, on-line training, presentations, and the May 25, 2011 Records Administration Conference (RACO 2011). Follow the links from the nationwide training page to browse available classes and enroll.

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File Plan Survey Forms

File Plan Survey forms have been customized for each Office of Water Program Office and the Immediate Office.

Download the Immediate Office File Plan Survey Form
(Last updated January 6, 2012)

Download the Office of Ground Water and Drinking Water File Plan Survey Form
(Last updated January 6, 2012)

Download the Office of Science and Technology File Plan Survey Form
(Last updated January 6, 2012)

Download the Office of Wastewater Management File Plan Survey Form
(Last updated January 6, 2012)

Download the Office of Wetlands, Oceans and Watersheds File Plan Survey Form
(Last updated January 6, 2012)

A one-page instruction sheet accompanies each File Plan Survey form. The instruction sheet contains spaces for Records Management Contacts to fill in the deadline date and the name of the person to whom the completed Surveys should be submitted.

The instruction sheet summarizes the steps for completing the File Plan Survey form. It supplements the training course described above under the "Training" heading. The training course presents an in-depth explanation of the Survey process. Completing the training before conducting your File Plan Survey will make the Survey task significantly simpler and easier to understand.

Download the File Plan Survey Instructions
(Last updated October 25, 2006) (MS Word, 1 page, 34 KB)

After you have completed a File Plan Survey, you can use this Update Form to make changes to your Individual File Structure. Follow the instructions on the Update Form, and submit your completed Individual File Structure Update Form to your Records Management Contact.

Download the Individual File Structure Update Form
(Last updated November 16, 2010) (MS Word, 2 pages, 83 KB)

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Retiring Records

One of the goals of a records management program is to control the growth of materials taking up valuable office space. We do that by sending records to a Federal Records Center (FRC) for storage. Sending records to an FRC is called "retiring" the records. Here at EPA Headquarters, our local FRC is the Washington National Records Center (WNRC), located in Suitland, Maryland.

Please remember that all forms for retiring, retrieving, and returning records must be signed by both your Program Office Lead Records Management Contact and the Office of Water Records Liaison Officer before the forms can be submitted to the EPA Headquarters Records Officer for processing.

The Office of Water guidance on retiring records provides tips on how to send files to off-site storage in an easy-reference format.

View the guidance on Retiring Office of Water Records
(Last updated September 23, 2011)

Attachment B

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SF 135 Records Transmittal and Receipt

Three documents are required for retiring records. The first document is the Standard Form 135 (SF 135) Records Transmittal and Receipt. The template for the SF 135 and instructions provided here are to be used only by Office of Water personnel to retire records to the Washington National Records Center. The SF 135 template has been customized with text form fields and with drop-down form fields populated with information specific to the Office of Water. It contains on-screen prompts to guide you through each form field. If you do not see the on-screen prompts on your computer screen, save the SF 135 template and reopen it in MS Word.

Download the SF 135 template
(Last updated September 28, 2011)

You can see an explanation of Office of Water organization abbreviations used in the SF 135 template in this "Key to Office of Water Organization Abbreviations."

Access the Key to Office of Water Organization Abbreviations
(Last updated September 26, 2011)

The second document required for retiring records is the box list which accompanies the SF 135 and identifies the contents of the records retirement boxes to be sent to the FRC for storage.

Download the box list template
(Last updated September 22, 2011)

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EPA Form 5100-8 Facilities Services Request

The third document required for retiring records is the EPA Form 5100-8 Facilities Services Request. Form 5100-8 is used to have boxes of records picked up from your office.

The Form 5100-8 template below is for Office of Water personnel to use for pick up of boxes of records ready to be retired to the Washington National Records Center or to be returned for refiling. The template has been customized with text form fields and with drop-down form fields populated with information specific to the Office of Water. It contains on-screen prompts to guide you through each form field. If you do not see the on-screen prompts on your computer screen, save the template and reopen it in MS Word.

Download the Form 5100-8 template
(Last updated September 23, 2011)

View the instructions for using the Form 5100-8 template
(Last updated September 10, 2009)

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OF 11 Reference Request -- Federal Records Centers

Attachment B

While the records are stored at the Washington National Records Center, they remain in the legal custody of the EPA. You can get them back if you need them.

To retrieve retired records, the WNRC and EPA require an Optional Form 11 (OF 11) Reference Request -- Federal Records Centers. The template for the OF 11 and instructions provided here are to be used only by Office of Water personnel to retrieve records from the Washington National Records Center. The OF 11 template has been customized with text form fields and with drop-down form fields populated with information specific to the Office of Water. It contains on-screen prompts to guide you through each form field. If you do not see the on-screen prompts on your computer screen, save the OF 11 and reopen it in MS Word.

Download the OF 11 template
(Last updated September 11, 2009)

View the instructions for using the OF 11 template
(Last updated September 11, 2009)

Destroying Records

The instructions on your disposition label tell you when each of your files has reached the end of its retention period and is ready for final disposition action. If the final disposition action on the label is "destroy," please follow the Office of Water's Instructions for Destroying Recorded Information.

EPA and Office of Water guidance and policy require that destruction be documented. The Records Destruction Form below has been customized for the Office of Water. The form uses your disposition label, check boxes, and drop-down form fields to save you time in completing the form.

Along with the Records Destruction Form are a checklist to be sure that your file is eligible to be destroyed, block-by-block instructions for completing the form, and a quality control checklist for proofing the completed form.

Download the Office of Water Records Destruction Form and Instructions for Destroying Recorded Information
(Last updated February 10, 2011)

The Simplified Instructions below apply to the most frequently occurring situations and include an example of a completed Records Destruction Form. For answers to detailed questions about properly destroying files, please refer to the Instructions for Destroying Recorded Information and consult your Records Management Contact.

Download the Simplified Instructions for Records Destruction Form
(Last updated October 15, 2010)

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ATTACHMENT 2
REPORTS OF WORK

ECONOMIC, ENVIRONMENTAL AND REGULATORY ANALYTICAL & EVALUATION SUPPORT

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

MONTHLY PROGRESS REPORT

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

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

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

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

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

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

(3) Labor hours.

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

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

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

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

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

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

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

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

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

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

(3) Labor hours.

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

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

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

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

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

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

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

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

(7) The amount of funding as specified by the Government for the work assignment; the amount of funding remaining; and the percentage of funding remaining.

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

(g) The reports shall be submitted to the following email addresses on or before the 20th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70 Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports to the following personnel and addresses:

Project Officer- email address identified in contract
Contracting Officer- email address identified in contract

ATTACHMENT 3
DEFINITIONS OF LABOR CLASSIFICATIONS
ECONOMIC, ENVIRONMENTAL, AND REGULATORY ANALYTICAL AND EVALUATION SUPPORT

Professional Classifications

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

Both the Project Manager and Senior Financial Economist must meet the following educational and experience requirements:

Education: Must have a Doctorate (PhD) or Master's (MA/MS) degree in one of the following areas: Economics, Agricultural Economics, Finance, or Natural Resources Economics. The degree title is not required to exactly match. A degree of comparable content to those listed is acceptable with adequate explanation.

AND

Experience: Must have a minimum of 5 full-time equivalent (FTE) years of professional experience (i.e., one that provided financial remuneration) *after* receiving a doctorate; or a minimum of 10 FTE years of professional experience *after* receiving a master's.

Typical Title: Project Leader, Project Manager, Senior Economic Impact Economist, Senior Financial Analyst, Senior Program Analyst.

The Senior Benefits Economist must meet the following educational and experience requirements:

Education: Must have a Doctorate (PhD) or Master's (MA/MS) degree in one of the following areas: Economics, Agricultural Economics, Environmental Economics, or Natural Resources Economics. The degree title is not required to exactly match. A degree of comparable content to those listed is acceptable with adequate explanation.

AND

Experience: Must have a minimum of 5 full-time equivalent (FTE) years of professional experience (i.e., one that provided financial remuneration) *after* receiving a doctorate; or a minimum of 10 FTE years of professional experience *after* receiving a master's.

Typical Title: Project Leader, Project Manager, Senior Benefits Economist, Senior Benefits Economist, Senior Program Analyst.

The Senior Environmental Assessor must meet the following educational and experience requirements:

Education: Must have a Doctorate (PhD) or Master's (MA/MS) degree in one of the following areas: Biology, Ecology, Environmental Science, Environmental Chemistry, or a closely related field.

AND

Experience: Must have a minimum of 5 FTE years of professional experience (i.e., one that provided financial remuneration) *after* receiving a doctorate; or a minimum of 10 FTE years of professional experience *after* receiving a master's.

Typical Title: Project Leader, Project Manager, Senior Biologist, Senior Ecologist, Senior Environmental Scientist.

Others (this includes: Senior Biologist, Senior Ecologist and Senior Statistician) must meet the following educational and experience requirements:

Education: Must have a master's or doctorate degree in a field related to the proposed role in the contract.

AND

Experience: Must have a minimum of 5 FTE years of professional experience *after* receiving a doctorate; or a minimum of 10 FTE years of professional experience *after* receiving a master's.

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

The Project Economist, Project Benefits Economist, Project Statistician, and Group Leader must meet the following educational and experience requirements:

Education: Must have a bachelor's, master's or doctorate degree in a field related to the proposed role in the contract.

AND

Experience: Must have a minimum of 3 FTE years of professional experience *after* receiving a doctorate; or a minimum of 6 FTE years of professional experience *after* receiving a master's or bachelor's.

Level 2- Under the supervision of the project manager or work assignment leader, carries out assignments associated with specific tasks. Translates technical guidance received from supervisor into usable data applicable to the particular assignment; coordinates the activities of lower Professional level personnel. Work assignments are varied and require some originality and ingenuity.

The Economist, Benefits Economist, Technical Writer, Statistician, and Programmer- must meet the following educational and experience requirements:

Education: Must have a bachelor's degree in a field related to the proposed role in the contract.

AND

Experience: Must have a minimum of 3 FTE years of professional experience.

OR

Education: Must have a master's degree in a field related to the proposed role in the contract.

AND

Experience: Must have a minimum of 1 FTE years of professional experience.

Level 1 -Lowest of entering classification. Works under close supervision. Performs routine analyses. Works on less complicated assignments where little evaluation is required.

Education: Must have a bachelor's degree in a field related to the proposed role in the contract.
Experience: None required.

ATTACHMENT 4
INVOICE PREPARATION INSTRUCTIONS
SF 1034

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

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

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

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

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

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

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

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

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

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

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

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

(12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ___ of Standard Form

1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

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

_____ _____
(Name of Official) (Title)

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

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

INVOICE PREPARATION INSTRUCTIONS
SF 1035

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

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

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

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

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

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

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

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

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

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

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

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

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

Direct Labor - identify by contractor labor category the number of hours, hourly

rate and total dollars billed for the period in the invoice.

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

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

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

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

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

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

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

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

Direct Labor - identify by labor category the number of hours, fixed hourly rate,

and total dollars billed for the period in the invoice.

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

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

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

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

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

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

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown

under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.

(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

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

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

ATTACHMENT 5
QUALITY ASSURANCE SURVEILLANCE PLAN
"ECONOMIC, ENVIRONMENTAL AND REGULATORY ANALTYICAL & EVALUATION SUPPORT"

Performance Requirement	Measureable Performance Standards	Surveillance Method	Incentives/ Disincentives
Management and Communications: The Contractor shall maintain contact with the EPA Contracting Officer (CO), Project Officer (PO), and Work Assignment Manager (WAM) throughout the performance of the contract and shall immediately bring potential problems to the attention of the EPA PO and appropriate WAM. In cases where issues have a direct impact on project schedules, cost, time, or quality, the contractor shall provide options for EPA's consideration on resolving the issues or mitigating their impacts.	Any issue adversely impacting project schedules, cost, time, or quality shall be brought to the attention of the EPA PO and appropriate WAM within 3 work-days of occurrence.	100% of active work assignments (WA) will be reviewed by the EPA WAM (via the monthly progress report) to identify unreported issues. The EPA WAM will report any issues to the EPA PO who will bring the issue(s) to the Contractor's attention through the CO.	Two or more incidents per contract period where the contractor does not meet the measureable performance standard will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of **Business Relations**. Fewer than two incidents per contract period where the contractor does not meet the measureable performance standard will be considered satisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations.
Cost Management and Control: The Contractor shall monitor, track, and accurately report level of effort, labor cost, other direct cost, and fee expenditures to EPA through progress reports and approved special reporting requirements. The Contractor shall assign an appropriate level of skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate cost control.	The contractor shall manage costs to the level of the approved ceiling on each individual WA. The contractor shall notify the WAM, PO, and CO when 75% of the approved funding ceiling for any particular WA is reached. If a contractor fails to manage and control cost, any resultant overrun cannot exceed the total contract obligation for that period.	100% of the active WAs under the contract will be reviewed by the PO and appropriate WAM monthly (via meetings, monthly progress reports & milestones established for each deliverable) to compare actual versus projected expenditures. The EPA PO shall review the Contractor's monthly progress reports and request the WAM's verification of expenditures before	If the contractor does not meet the measurable performance standards per contract period it will be assigned a rating of Unsatisfactory in CPARS under the category of **Cost Control.** A satisfactory rating will be reported in the CPARS Performance Evaluation System under the category of Cost Control if the contractor meets the measureable performance standards and accurately reports the costs in the progress reports according to the requirements in the "Reports of Work" attachment to the RFP.

Performance Requirement	Measureable Performance Standards	Surveillance Method	Incentives/ Disincentives
		authorizing invoice payments.	
Standardized naming convention and version control: The contractor shall proposed (and EPA shall accept) a standardized naming convention and version control for all deliverables associated with the work assignment(s). This system will ensure that deliverables are clearly named and dated and that the sequence of versions of a document is clear. After review by the EPA PO and the WAM, the Contractor will use this standardized convention for all deliverables associated wih the work assignment(s).	All deliverables under the work assignment(s) will be named according to the approved standardized naming and version control conventions.	On a quarterly basis, each WAM will spot-check 50% of the deliverables received during that quarter to ensure that they follow the standardized conventions.	Naming 98% or more of the deliverables that are spot checked by the WAM according to the naming and version control conventions will be assigned a rating of Exceptional in CPARS under the category of **Quality of Product or Service**. Naming 85% or more but less than 98% of deliverables that are spot checked by the WAM according to the naming and version control conventions will be assigned a rating of Satisfactory in CPARS under the category of **Quality of Product or Service**. Naming fewer than 85% of the deliverables that are spot checked by the WAM according to the naming and version control conventions will be assigned a rating of Unsatisfactory in CPARS under the category of **Quality of Product or Service**.
Continuity and integrity of work: The contractor will put in place procedures to ensure the continuity and integrity of work on all EPA deliverables.	The continuity and integrity of work is maintained at all times, with the exception of a short absence (five days or less) of Contractor personnel.	The appropriate EPA WAMs will report any problems with the continuity and integrity of work to the PO.	The maintenance of work continuity and integrity at all times, other than a short absence (five days or less) of Contractor personnel, will be assigned a rating of Exceptional in CPARS under the category of **Quality of Product or Service**. One exception to the continuous maintenance of work continuity and integrity, other than a short absence (five days or less) of Contractor personnel, will be assigned a rating of Satisfactory in CPARS under the category of **Quality of Product or Service**.

Performance Requirement	Measureable Performance Standards	Surveillance Method	Incentives/ Disincentives
			Two or more exceptions to the continuous maintenance of work continuity and integrity, other than a short absence (five days or less) of Contractor personnel, will be assigned a rating of Unsatisfactory in CPARS under the category of **Quality of Product or Service**.

Office of Science & Technology Confidential Business Information (OST-CBI) Application Security Plan

U.S. Environmental Protection Agency
Office of Water
Office of Science & Technology

August 1, 2011

SECTION 1.0 APPLICATION DESCRIPTION AND BACKGROUND INFORMATION

1.1 Application Description and Acronym

Office of Science and Technology (OST) Confidential Business Information (CBI)

1.2 Responsible Office

U.S. Environmental Protection Agency (EPA)
OST
1200 Pennsylvania Avenue
Washington, DC 20460

1.3 Category

Major Application

1.4 Points of Contact

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1.5 Operational Status

Operation/Maintenance Phase.

1.6 Application Purpose

The OST-CBI application is the process that OST's Engineering and Analysis Division (EAD) uses for protecting confidential business information while handling and analyzing that information. Confidential Business Information (CBI) is any information received or generated by EPA or its contractors, where the information originator declares it to be confidential in accordance with 40 CFR Part 2 Subpart B. These documents may be paper or computer-based (e.g., compact disks, diskettes, computer files). OST may protect other information if releasing it could inadvertently disclose CBI; this information would be protected as equivalent to CBI.

EAD uses CBI to develop regulations under the Clean Water Act. In particular, EAD uses CBI (trade secrets, intellectual property, commercial, financial, and other information) to determine the effectiveness of wastewater treatment technologies. EAD also uses CBI to determine operational and economic impacts on the affected industries. Data managed under the OST-CBI application are critical to OST's mission.

1.7 Application Location and Architecture

In the past, the OST-CBI application consisted of two components: 1) paper and removable media CBI, and 2) mainframe CBI. The mainframe CBI component is not currently used. Additionally, the use of mainframe CBI requires special approval from the EAD Director. The two components of the OST-CBI application are described below.

Paper and Removable Media CBI: The *paper and removable media CBI* component refers to hard copies of OST-CBI and OST-CBI contained in computer files on removable media. CBI is not intentionally stored on computer hard drives; some software may automatically back-up data to prevent loss of data during computer "crashes." Examples of paper and computer documents that may contain CBI include the following:

- trip reports to industry facilities,
- questionnaires completed by facilities,
- code number lists used to mask CBI,
- electronic spreadsheets,
- electronic databases,
- facility process diagrams, and
- cost information.

Paper and removable media CBI are located within EAD office space (i.e., individual offices, cubicles, and the CBI file room) within EPA headquarters at the following address:

EPA West Building
1301 Constitution Avenue, NW
6th Floor
Washington, D.C. 20460

EAD has protocols for accessing, handling, and tracking paper and removable media CBI - see *Protecting Confidential Business Information in the Engineering and Analysis Division – Procedures and Rules,* dated August 1, 2011 (see Appendix A). Hereafter, those protocols are referred to as the *CBI Procedures and Rules*.

Mainframe CBI: *Mainframe CBI* refers to the OST-CBI that could be stored (under special circumstances) on the IBM mainframe system at EPA's National Computer Center (NCC) at Research Triangle Park (RTP), NC.

NOTE: As of March 4, 2004, all OST-CBI was removed from the mainframe. Additionally, use of the mainframe to store or process OST-CBI is no longer permitted, except under special circumstances. Therefore, mainframe CBI will not be discussed further in this security plan.

If mission needs require use of the mainframe to store or process CBI, the EAD Director may grant permission, in consultation with the DCO. As a starting point for determining security measures, the DCO would review a previous OST-CBI Application Security Plan, dated June 10, 2003; this is the last plan that addressed mainframe CBI.

1.8 General Support System Information

PCs are considered as the support system for OST-CBI because they are required to view and manipulate removable media CBI. Additionally, the DCO uses the CBI Management System (CBIMS) to manage CBI materials.

PC Workstations – Required to access removable media CBI: Employees do not need computers to read paper CBI. However, employees must use PCs to access data on removable media CBI. Most of these PCs use the Windows XP operating system. Each PC has USB ports and a CD-ROM or DVD-ROM drive to allow media to be removed and secured when it's not being used.

PCs connected to CTS's LAN may be used to access CBI on removable media. The CTS security plan prescribes protocols to prevent unauthorized access to the LAN and PCs connected to the network. Section 1.4 above provides the OWCTS Zone Representative contact information.

CBI Management System (CBIMS) – The DCO uses the CBIMS application to help him manage the OST-CBI application. It replaced the CBI Tracking System (CBITS) that was placed into operation in 1993. Data from the old CBITS application were used to populate the new CBIMS application. EAD conducted a CBI inventory in 2004 to help baseline the new system.

CBIMS provides the following functions:

- Logging and tracking of CBI documents.
- Access control assistance with respect to CBI documents and EAD office space.[1]

[1] In other words, CBIMS helps the DCO determine whether individuals can receive CBI documents or if they should lose access to EAD office space. CBIMS does not directly control access.

- Tracking of an individual's CBI clearance.
- Various reporting functions (e.g., access lists; an individual's CBI inventory; lists of CBI documents that have been transferred, archived, or destroyed; etc.)

1.9 System Interconnection and Information Sharing

The *CBI Procedures and Rules* describe how EPA employees and contractors may receive access to the OST-CBI application. Under special circumstances, other agencies may be granted access to the OST-CBI application. Employees from non-EPA agencies must receive written authorization from appropriate OW management before accessing the application. The authorization must address the conditions for their access. For example, they must follow the same rules of behavior as EPA employees and sign non-disclosure agreements.

Data from the OST-CBI application are not linked to other databases or shared through a computer network.

1.10 Applicable Laws, Regulations, and Standards

The laws, regulations, and standards that apply to OST-CBI and this security plan include the following:

- Federal Water Pollution Control Act (i.e., the Clean Water Act)
- 40 CFR Part 2 Subpart B, "Confidentiality of Business Information"
- Computer Security Act of 1987
- OMB Circular A-130, "Management of Federal Information Resources"
- National Institute of Standards and Technology (NIST) SP800-18, Guide for Developing Security Plans for Information Technology Systems, December 1998

1.11 General Description of Sensitivity (NIST SP800-53: RA-2 (Core))

The *Standards for Security Categorization of Federal Information and Information Systems (FIPS PUB 199)*, the *Recommended Security Controls for Federal Information Systems (NIST SP800-53)*, and the *Guide for Mapping Types of Information and Information Systems to Security Objectives and Risk Levels (NIST SP800-60)* describe information sensitivity in terms of *confidentiality, integrity, and availability.* The manual also explains how to determine the sensitivity level of *low, moderate, or high* for each term. Sensitivity of the OST-CBI application is summarized in the table below.

Security Categorization		
Confidentiality	**Integrity**	**Availability**
Moderate	Moderate	Moderate

The inadvertent disclosure of data managed under the OST-CBI application could cause competitive harm to the business or industry providing the information. It could also embarrass EPA, thereby impairing its ability to obtain necessary information for the effluent guidelines program or other EPA programs. The confidentiality requirements for CBI are *moderate.*

Data integrity must be protected to ensure EAD develops effluent limitation guidelines and other rules based on complete and accurate information. Compromised data integrity can undermine the defensibility of rulemakings. Data from the OST-CBI application typically become part of the administrative record for EPA rulemakings. The integrity requirements for official Agency records are *moderate.*

The OST-CBI application must be available to allow OST to perform analyses in a timely manner. Compromised availability could result in delays that could prevent meeting court-ordered deadlines for promulgating rules. Missing those deadlines can result in litigation. The availability requirements are *moderate* for information that could result in litigation if it were not available.

1.12 OST-CBI "Major Application" Designation

The Office of Water identified OST-CBI as a major application using the definitions specified by OMB Circular A-130, "Management of Federal Information Resources." These definitions are provided below:

- An "'application' means the use of information resources (information and information technology) to satisfy a specific set of user requirements."

- A "'major application' means an application that requires special attention to security due to the risk and magnitude of the harm resulting from the loss, misuse, or unauthorized access to or modification of the information in the application. Note: All Federal applications require some level of protection. Certain applications, because of the information in them, however, require special management oversight and should be treated as major. Adequate security for other applications should be provided by security of the systems in which they operate."

OST-CBI is an *application* because OST (specifically the EAD user) uses CBI (i.e., information) to perform supporting analyses for the effluent guidelines program (i.e., uses the information to satisfy a specific set of user requirements). Additionally, information technology (e.g., PCs and business processes) is used to manage and use the information. OST-CBI is a *major* application because of its moderate sensitivity as discussed in the previous section.

SECTION 2.0 MANAGEMENT CONTROLS

2.1 Risk Assessment and Management (NIST SP800-53: RA-3)

The overall vulnerability of paper and removable media CBI is considered to be *low*. EAD follows standard operating procedures as prescribed in the *CBI Procedures and Rules*. Additionally, a DCO is assigned the responsibility for tracking paper and removable media CBI and training staff on the appropriate use and protection of CBI. The DCO uses CBIMS to help manage the application's security. Automated badge access to EAD spaces is limited only to staff that have had the appropriate awareness training for protecting the OST-CBI application.

Vulnerability to hackers is non-existent for paper CBI because it cannot be accessed from a computer or computer network.

Hacker vulnerability for removable media CBI is expected to be low because it is only loaded onto PCs when needed. When removable media CBI is not in use, it is removed from the PC and secured. At that point, the CBI is not accessible from a computer or a computer network. When the medium is loaded onto a computer, several security measures help protect the removable media CBI along with the permanently-mounted media (e.g., the hard drive). These measures include using a firewall, an intrusion detection system, and dynamic IP addresses. Workstations are only permitted to have one LAN connection. Additionally, operational policies include prohibiting users from storing CBI on their workstation hard drives and LAN drives and require them to shut-down their workstations at the end of the work day.

2.2 Review of Security Controls (NIST SP800-53: CA-2 (Core))

The DCO, EAD Management, and others (i.e., EAD in general) reviewed the OST-CBI Application since its last plan became effective on March 27, 2008. The findings and actions taken are discussed below.

Finding	Action Taken
CBI Procedures and Rules. EAD determined its *CBI Procedures and Rules,* authorized March 27, 2008 needed updating to allow for limited use of electronic receipt mechanisms with CBI.	The previous *CBI Procedures and Rules* was modified as described in Section 2.3 to allow the use of EPA's Central Data Exchange (CDX) to electronically manage CBI collection and routing.

2.3 Rules of Behavior (NIST SP800-53: PL-4)

Personnel with access to the OST-CBI application and its data have been trained how to protect it. Each user has been given the rules and procedures that relate to their responsibilities. The *CBI Procedures and Rules* (see Appendix A) reflect the actions identified during the review of security controls.

SECTION 3.0 OPERATIONAL CONTROLS

3.1 Personnel Security (NIST SP800-53: PS-1)

EAD has established procedures for receiving access to the OST-CBI application. These procedures are described in the *CBI Procedures and Rules.*

3.1.1 Background Checks (NIST SP800-53: PS-3)

Federal employees are subjected to background investigation through Office of Personnel Management (OPM) upon being hired.

Contractor personnel may be subject to pre-employment screening and background checks by the contractor. However, current contracts used by EAD do not require background checks for contractor employees who handle CBI.

3.1.2 Specialized Training (NIST SP800-53: AT-1)

Potential users must receive CBI awareness training before they receive access to the OST-CBI application and its data. The document control officer (DCO) provides this training and also oversees periodic review and testing. Certification must be renewed biannually for EAD staff and attorneys of the Office of General Counsel's Water Law Office (OGC/WLO).[2] Certification must be renewed annually for others. Certification requires signing a Confidentiality Agreement.

3.1.3 Separation of Duties (NIST SP800-53: AC-5 (Core))

EAD implemented procedural controls to help prevent unauthorized or unnecessary access to the OST-CBI application. These controls are reflected in *CBI Procedures and Rules*, Appendix A. For example, the DCO may not grant access to CBI for a project unless the potential user is assigned (by their supervisor) to the project.

3.1.4 Least Privilege (NIST SP800-53: AC-6)

OST-CBI users only access relevant CBI documents to perform their jobs. The rules of behavior require the DCO to keep appropriate records that adequately justify each user's access. Additionally, CBIMS will not allow a CBI document to be logged to a user that is not assigned to the relevant project.

3.1.5 User Accountability (NIST SP800-53: PL-4)

CBI users are required to sign-out CBI as described in the *CBI Procedures and Rules.* The DCO tracks documents that are signed-out by each user in CBIMS. Users are responsible for CBI in their possession. Annual CBI inventory reviews and security inspections help promote user accountability.

3.1.6 Termination (NIST SP800-53: PS-4 (Core))

There are two types of termination procedures: friendly and unfriendly. For friendly terminations the following occurs:

- the employee's supervisor performs an informal exit interview;
- the employee's supervisor must notify the appropriate personnel to remove the employee's access to the OST-CBI application; and
- the employee must return CBI, keys, and badges.

[2] On December 29, 2003, the EAD Director granted OGC/WLO attorneys privileges and responsibilities equivalent to those of EAD staff.

For unfriendly terminations, the following occurs:

- an effort is made to collect CBI, keys, and badges;
- if they are still onsite, the employee is escorted offsite; and
- the employee's supervisor must notify the appropriate personnel to revoke all access to the OST-CBI application immediately.

3.2 Physical and Environmental Protections

3.2.1 Physical Protection (NIST SP800-53: AC-1, PE-1, PE-2 (Core), PE-3 (Core))

Paper and removable media CBI are located within EAD spaces on the 6th Floor of the EPA West Building within EAD spaces at EPA Headquarters. EAD staff stores paper and removable media CBI within locking cabinets. Additionally, an automatic card reader system controls access to the locking doors for EAD spaces. An EPA or contractor employee assigned to EPA Headquarters may receive card reader access if the employee routinely works on an EAD project *or* the EAD Director determines it is reasonable for the individual to have access to EAD space.[3] For either case, the DCO administers a CBI awareness briefing; each employee must also complete and sign a Confidentiality Agreement cleared by the DCO. Most employees receive 24/7 access. Some employees have access only during regular business hours.

Security guards control access to EPA Headquarters, including the EPA West Building. EPA employees require their employee badges or other acceptable photo identification to enter EPA headquarters without assistance. Non-employees must present acceptable photo identification and be signed-in at a guard-controlled entrance and escorted by an EPA employee. The security guards monitor the facility at all times.

3.2.2 Environmental Protection (NIST SP800-53: PE-13(1), PE-14)

EAD spaces have the environmental protections of a typical office building. For example, EAD spaces are temperature controlled and a wet-pipe fire suppression system is installed.

3.3 Input/Output Controls (NIST SP800-53: PL-4)

Input/output controls help protect OST-CBI data from being lost, stolen, or inappropriately disclosed. The *CBI Procedures and Rules* delineate procedures for the following CBI activities:

- receipt
- labeling
- tracking
- storage
- generation
- transmission
- reproduction
- destruction

Staff that need help understanding or implementing the procedures are encouraged to contact the DCO. The *CBI Procedures and Rules* lists his phone number. All staff cleared to access OST-CBI receive these rules. Additionally, this security plan and the *CBI Procedures and Rules* are available on OST's intranet.

[3] For example, the Director determined it is reasonable to allow employees from the Standards and Health Protection Division to pass through Room 6231/6233 so that they could have easy access to the Ariel Rios building and public transportation.

3.3.1 Unauthorized Disclosure of CBI (NIST SP800-53: IR-1, IR-4, IR-6 (Core))

In the event that CBI is released, inappropriately transmitted, or discovered missing, the *CBI Procedures and Rules* enumerate procedures to contain the disclosure. In short, requirements exist for reporting the incident to the DCO and Deputy Division Director or Division Director. In addition there are requirements to limit further disclosures, investigate the circumstances leading to the release of CBI, and report findings to the Division Director.

The *CBI Procedures and Rules* also contain procedures for the Division Director, who is required to report the unauthorized disclosure to the CBI provider and the senior management of the Office of Water. If the investigation leads to recommend changes in the OST-CBI Security Plan, the Division Director will assign staff to assess the recommended changes and implement them, as appropriate.

3.4 Contractor Use of CBI

3.4.1 "On-Site" Contractors (NIST SP800-53: AT-1, AT-2 (Core), AT-3 (Core), AT-4 (Core))

Contractors working on-site at EPA Headquarters generally do not require access to CBI to perform their duties. However, this security plan would directly apply to the contractor if they need access to EAD office spaces or CBI.

If access to EAD office space is needed, the contractor is required to take a CBI Awareness Briefing and sign a Confidentiality Agreement. If the contractor requires access to the CBI itself (and the Division Director agrees), they would need to pass the CBI Awareness Test and sign a Confidentiality Agreement.

3.4.2 EAD Program Support Contractors (NIST SP800-53: AT-1)

Contractors that support EAD programs generally do not work on-site at EPA headquarters. In general, each EAD contractor organization is required to have a CBI security plan that is equivalent to this plan (i.e., the OST-CBI Application Security Plan). As noted in the DCO's rules of behavior, the DCO is responsible for certifying the equivalence of a contractor's CBI security plan.

3.5 Continuation of Operations (COOP) Planning (NIST SP800-53: CP-1)

The *Continuity of Operations Plan for the Office of Science and Technology* (dated January 2003) provides guidance on what to do in the event of an emergency to continue OST's mission. The COOP assumes the following:

- "The emergency will be limited to a 30-day period"
- "The event will require the physical relocation [of OST operations] from current [OST] facilities"
- "Confidential Business Information for the Effluent Guidelines program [(i.e., OST-CBI)] currently secured on the sixth floor connecting wing of EPA headquarters building would not be relocated during a 30-day emergency. These materials would remain in [the] currently secured area."

The "materials" mentioned in the COOP assumptions are the paper and removable CBI covered in this security plan.

3.5.1 Contingency Planning (NIST SP800-53: CP-1, CP-2(1) (Core), CP-3 (Core), CP-4(1) (Core))

The Contingency Planning Guide for Information Technology Systems (NIST SP800-34), dated June 2002, provides guidance on contingency planning. The Contingency Plan for the OST-CBI application can be found in Appendix B.

3.6 Data Integrity Controls (NIST SP800-53: PL-4)

The *CBI Procedures and Rules* describe procedures to protect paper and removable media CBI from accidental or malicious alteration or destruction. Specifically, there are procedures for protecting CBI that is contained on rewritable media.

3.7 Documentation (NIST SP800-53: PL-1)

Once approved, the OST-CBI Security Planning Package will be used to manage the OST-CBI application. It consists of the following:

- Section 1: Assignment of Responsibility
- Section 2: **This** security plan, including the Rules of Behavior and the Contingency Plan
- Section 3: Periodic Security Control Reviews
- Section 4: Authorization to Process

Other directly relevant documentation includes:

- Confidentiality Agreements for each OST-CBI user
- Confidentiality Awareness Tests for each appropriate OST-CBI user
- Confidential Business Information Management System (CBIMS) - User's Guide, April 15, 2004
- CBIMS-generated reports
- Continuity of Operations Plan for the Office of Science and Technology, January 2003

3.8 Security Awareness and Training (NIST SP800-53: AT-1, AT-2 (Core), AT-3 (Core), AT-4 (Core))

Receipt of CBI Security Awareness Training is a condition for receiving access to CBI. CBI Security Training is given by the DCO on an as-needed basis. Users that are EAD staff or OGC/WLO attorneys must take refresher training biannually. Others must take the refresher annually. The DCO also conducts other activities to promote security for OST-CBI. These activities are included in the DCO's rules of behavior.

SECTION 4.0 TECHNICAL CONTROLS

4.1 User Identification and Authentication (NIST SP800-53: IA-1)

Other than visual identification, there are no user identification and authentication controls for accessing CBI within EAD.

4.2 Authorization and Access Controls (NIST SP800-53: AC-1, AC-3(1) (Core), AC-6)

EAD implements the protocols within this security plan and its appendices to limit access to CBI. The DCO conducts training, audits, and inspections to help ensure that CBI is only used by those who are properly cleared and have a legitimate need for using the CBI. For example, facilities are advised to send their CBI directly to either the EAD DCO or a contractor DCO, as appropriate. Before the DCO assigns the CBI to a user, they verify whether the user is assigned to the appropriate project and has an active CBI clearance. The CBIMS application helps the DCO determine whether these conditions are met.

Additionally, the DCO's rules of behavior were written to explicitly include conditions for granting and accounting for access. These rules of behavior also include conditions for reviewing each user's need to maintain access.

4.3 Public Access (NIST SP-800-53: AC-1)

The public is not authorized to access the OST-CBI application. Section 2.1 describes measures taken to minimize unauthorized access to paper and removable media CBI.

4.4 Audit Trail Mechanisms (NIST SP800-53: AU-2 (Core), AU-3, AU-8, AU-9)

For every document transaction, the CBIMS application creates an entry in the audit trail table.

SECTION 5.0 ABBREVIATIONS

CBI	Confidential Business Information
CBIMS	Confidential Business Information Management System
COOP	Continuation of Operations Plan
DCO	Document Control Officer
EAD	Engineering & Analysis Division
EPA	Environmental Protection Agency
IMO	Information Management Officer
ISO	Information Security Officer
LAN	Local Area Network
OEI	Office of Environmental Information
OGC/WLO	Office of General Counsel/Water Law Office
OST	Office of Science & Technology
OWOW	Office of Wetlands, Oceans, and Watersheds

SECTION 6.0 REFERENCES

- 40 CFR Part 2 Subpart B, "Confidentiality of Business Information"
- Computer Security Act of 1987
- EPA Information Security Manual 2195A
- Federal Water Pollution Control Act (i.e., the Clean Water Act)
- FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems
- NIST SP800-18, Guide for developing Security Plans for Information Technology Systems, December 1998
- NIST SP800-34, The Contingency Planning Guide for Information Technology Systems
- NIST SP800-53, Recommended Security Controls for Federal Information Systems
- NIST SP800-60, Guide for Mapping Types of Information and Information Systems to Security Objectives and Risk Levels
- OMB Circular A-130, "Management of Federal Information Resources"
- Continuity of Operations Plan for the Office of Science and Technology, January 2003

Appendix A

Protecting Confidential Business Information (CBI) In the Engineering and Analysis Division (EAD)

Procedures and Rules

U.S. Environmental Protection Agency
Office of Water
Office of Science & Technology

August 1, 2011

1.0 INTRODUCTION

1.1 AUDIENCE

Who should follow these standard operating procedures (SOPs)? These SOPs for protecting confidential business information (CBI) are written for Government and contractor employees working with the Engineering Analysis Division (EAD) and working at EPA Headquarters.

1.2 BACKGROUND

Why is EAD's use of Confidential Business Information (CBI) important? EAD uses CBI (i.e., trade secrets, intellectual property, commercial, financial, and other information) to develop regulations under the Clean Water Act. Specifically, EAD uses CBI to determine the effectiveness of wastewater treatment technologies and to determine operational and economic impacts on the affected industries. Use of CBI is critical to EAD's mission.

Why is protecting CBI important? EPA is legally obligated to protect CBI. The inadvertent disclosure of CBI could cause competitive harm to the business or industry providing the information. It could also embarrass EPA, thereby impairing its ability to obtain necessary information for the effluent guidelines program or other EPA programs.

1.3 PRIME RESPONSIBILITIES

What are my responsibilities for protecting CBI? Your prime responsibilities for protecting CBI are presented below.

PRIME RESPONSIBILITIES
For Protecting CBI

1. Do not allow unauthorized disclosure or unauthorized modification of CBI.
2. Keep track of all CBI that is assigned to you.

The standard operating procedures and rules of behavior (presented in the following sections) were derived from the above prime responsibilities. *It is extremely important that you adhere to all of these standard operating procedures and rules of behavior: failure to do so can result in disciplinary action, with penalties ranging up to and including dismissal. Willful unauthorized disclosure of CBI can lead to a fine up to $1,000 and/or imprisonment for up to one year.*

I'm not sure what I need to do for certain aspects of handling CBI. What should I do? You should ask the DCO, your supervisor, or your project manager for help.

2.0 STANDARD OPERATING PROCEDURES

2.1 ACCESS TO CBI

How do I get cleared for access to CBI materials?

If you are an EAD employee or an Office of General Counsel – Water Law Office (OGC/WLO) attorney:

1. You must be assigned to the project related to the CBI you need to use.
2. You must pass the CBI Awareness Test and sign a confidentiality agreement.

Note: Your access privileges will expire two years from the day you signed the Confidentiality Agreement unless you pass another CBI Awareness Test and sign a new Confidentiality Agreement.

*If you are **not** an EAD employee or an OGC/WLO attorney:*

1. You must request (in writing) that the EAD Director grant you access to EAD's CBI. In your request, you must describe the CBI you need, explain why you need it, and state how long you need access to it.
2. The EAD Director may impose certain conditions for your use of the requested CBI.
3. You must pass the CBI Awareness Test and sign a confidentiality agreement.

Note: Your access privileges will expire within one year from the day you signed the Confidentiality Agreement.

2.2 IDENTIFICATION OF CBI

How do I know if certain information is CBI? There are several ways to identify CBI. The following are some examples:

- A logged CBI document will have a cover sheet that plainly identifies it as CBI (see Figure 1 below).
- CBI documents derived from other types of CBI will be plainly marked.
- Correspondence from a facility will identify enclosed materials as "confidential," "proprietary," "trade secret," or use other similar words.
- During discussions or site visits, a facility representative may identify certain information as CBI.
- Survey responses may indicate that the provided information is CBI.

The above list is not all-inclusive. If you are not sure whether certain information is CBI, ask your supervisor or project manager to help.

Figure 1a. CBI Coversheet (old)

DO NOT DETACH

CONFIDENTIAL BUSINESS INFORMATION

[illegible]	[illegible]	[illegible]

The attached document contains Confidential Business Information obtained under the Clean Water Act (CWA).

If you willfully disclose CWA Confidential Business Information to any person not authorized to receive it you may be liable under 18 U.S.C. 1905 for a possible fine up to $1,000 and/or imprisonment for up to one year. In addition, disclosure of CWA Confidential Business Information in violation of the procedures cited above may subject you to disciplinary action with penalties ranging up to and including dismissal.

Each person who is given access to this document must fill in the information below.

NAME OF USER OFFICE (Please print)	USER'S (Printed)	NAME (Signed)	DATE OUT	DATE TO CENTRAL CBI FILE	DCO INITIAL
				XXXX	
XXXXXXXX	XXXXXXXXX	XXXXXXX	XXX		

* * * IF A NON-CBI CLEARED PERSON ENTERS YOUR OFFICE, * * *
THIS DOCUMENT MUST BE PLACED FACE DOWN, COVERED OR FILED

* * * WHEN LEAVING YOUR OFFICE FOR A SHORT TIME, * * *
THIS DOCUMENT MUST BE IN A LOCKED FILE CABINET OR DESK

* * * WHEN LEAVING THE OFFICE FOR A LENGTHY PERIOD * * *
OR AT THE END OF THE DAY,
THIS DOCUMENT MUST BE PLACED BEHIND TWO LEVELS OF LOCKS

* * * THIS DOCUMENT MUST BE HAND DELIVERED, * * *
WHEN IT MOVES BETWEEN OST OFFICES

* * * IF THIS DOCUMENT IS FOUND UNATTENDED, * * *
IT MUST BE RETURNED TO THE DCO

* * * ONLY THE EAD DCO IS AUTHORIZED * * *
TO MAKE A COMPLETE COPY OF THIS DOCUMENT,
EXCEPT FOR A DOCUMENT CREATED WITHIN EAD
WHICH MAY BE COPIED BY THE ORIGINATOR

Figure 1b. CBI Coversheet (new)

Confidential Business Information

DO NOT DETACH THIS COVERSHEET

Protect this document from unauthorized disclosure.

This document contains Confidential Business Information obtained under the Clean Water Act (CWA).

If you willfully disclose CWA Confidential Business Information to any person not authorized to receive it you may be liable under 18 U.S.C. 1905 for a possible fine up to $1,000 and/or imprisonment for up to one year. In addition, disclosure of CWA Confidential Business Information or violation of the procedures cited above may subject you to disciplinary action with penalties ranging up to and including dismissal.

If you found this document unattended, please return it to the Engineering Analysis Division, Document Control Officer (202) 566-1000

- Do not make unauthorized copies of this document
- Cover this document if a non-CBI cleared person enters your office
- When leaving your office for a short time, lock this document in a file cabinet or desk
- When leaving your office for a lengthy period or at the end of the day, lock this document behind two levels of locks

DO NOT DETACH THIS COVERSHEET

Confidential Business Information

I created a document that contains CBI derived from other sources. Should I mark the document as CBI? YES – you **must** clearly mark the CBI you derive from other sources as CBI. Depending on the intended use of the document, you may want to have the DCO log it into CBI Management System (CBIMS). For example, you may not want informal notes or internal draft documents to be logged. However, EAD generated CBI should be logged if it is transferred to another organization (e.g., a contractor). Additionally, you must store your derived CBI in your CBI Working Folder (see Section 2.6). The DCO, your supervisor, or your project manager can help you determine what CBI materials need to be logged.

2.3 RECEIPT & TRANSMISSION

Before a facility sends me CBI, what precautions should I advise them to take? You should advise them to do the following:

- clearly mark the information that they claim is CBI,
- "double envelope" their CBI as described in Section 2.6,
- identify facility points-of-contact who are allowed to discuss the CBI,
- address CBI-containing packages to the DCO,[1] and
- send the package in a manner that can be tracked (e.g., FedEx).

Additionally, you should advise the facility against sending their CBI using e-mail or fax machines.

What if I'm receiving CBI from one of my support contractors? CBI from a support contractor does not need to be received through the DCO because they are required to follow a security plan that is similar to the *OST-CBI Plan.* Before you receive CBI from a support contractor, they will have logged the transfer into their tracking system and will have prepared a transmittal sheet. You will eventually return this transmittal to the contractor DCO after you receive the CBI. However, you still need to have the DCO log the CBI as described below.

May I use e-mail, faxes, computer networks, or other similar means to receive CBI? MAYBE – if you take certain precautions, you may electronically receive CBI by using EPA's Central Data Exchange (CDX), operated by the Office of Environmental Information (OEI). If you choose to use CDX, you must specify the following to OEI and its contractors while outlining your information collection mechanism requirements:

1. You require that the data flow be encrypted at all times, beginning with the CBI provider and continuing until receipt by EAD or EAD's contractor, using, at a minimum, standard CDX procedures for encryption that comply with the Cross-Media Electronic Report Regulation (CROMERR).
2. You require that the encrypted CBI be either turned over to the DCO on removable media or redirected to secure server space owned by a contractor with an approved CBI Plan.
3. You require that the decryption software for the CBI being collected by CDX be used only by users authorized to view the collected CBI.

What do I do when I receive CBI? You must ensure that CBI you receive gets logged into CBIMS. The following is the process that you and the DCO follow to allow proper tracking of CBI documents.

1. The CBI arrives.
2. You take it to the DCO as soon as possible.
3. The DCO logs it into CBIMS.
4. The DCO properly labels the CBI so it is easily identified as CBI. This labeling includes the CBIMS document number. Labeling includes the use of CBIMS-generated cover sheets. If the CBI is contained on removable media for computers (e.g., CDs, DVD, diskettes, etc.), the DCO marks the media with the CBIMS document number and labels it with "Confidential Business Information."
5. If the CBI is from an EAD contractor, the DCO will complete the contractor-provided transmittal form that accompanied the CBI and return it to the contractor.
6. The DCO returns the CBI to you.

How do I transfer CBI outside EAD? CBI may be transferred only to an organization that has adequate procedures and facilities for protecting CBI from unauthorized disclosure, as identified by the DCO. For

[1] CBI from a facility must be sent to either the EAD DCO or the DCO for one of EAD's support contractors. CBI should not be sent directly to staff.

example, an EAD contractor could be one of these facilities. Only the DCO may transfer CBI to another organization. The following is the process for transferring CBI to a CBI-cleared organization:

1. You take the CBI to the DCO for transfer.
2. The DCO verifies the receiving organization is cleared to receive CBI.
3. The DCO claims custody of the document. In other words, it is no longer on your CBIMS inventory.
4. The DCO logs the transfer into CBIMS.
5. The DCO prepares a transmittal sheet and packages the CBI in an appropriately marked envelope (e.g., "Confidential Business Information – For Addressee Only").
6. The DCO places the envelope into another envelope.
7. The DCO sends the package using a service that provides tracking information for the package.
8. When the recipient receives the CBI package, they fax a copy of the completed transmittal sheet to the DCO for confirmation.

May I use e-mail, faxes, computer networks, or other similar means to transmit CBI? NO – currently, these electronic means are prohibited for transmitting CBI.

May I use e-mail, faxes, or other similar messages to transmit non-CBI files derived from CBI? MAYBE – if you take certain precautions by following the procedure below, you may transmit non-CBI files that were derived from CBI. In this context, "derived from" refers to files created from a data source identified as CBI. As an example, if you have a spreadsheet or table containing CBI and then mask, combine, or remove information so that the resulting file no longer discloses CBI, then you have a "non-CBI file derived from CBI." Examples of non-CBI files derived from CBI include scrubbed spreadsheets, in which facility-identifying data have been removed, and aggregated records, in which characteristics of groups of facilities are identified, but facility-specific CBI was removed. To generate and transmit non-CBI files derived from CBI, follow the procedure below.

1. You review the file to verify no CBI is hidden in the file. Be aware that some computer documents may have multiple layers that may not be immediately obvious (e.g., spreadsheets). Additionally, you need to verify no CBI is contained in a file's "undo" history. This process can be helped by the use of plug-in software for Microsoft Office applications which can reveal the formatting codes used and may reveal hidden data. If you are not sure whether certain information is CBI, ask your supervisor or project manager for help.
2. After reviewing the file, you take a copy of the file to the DCO. *Do not e-mail this file.*
3. The DCO reviews the file to verify it contains no hidden information.[2]
4. Once the DCO helps you verify no CBI is hidden in your file, you compose a memo-to-file (the project file) that references the file (or files) being transmitted. You must include the following statement in the memo: "I have reviewed the referenced files and certify that they contain no Confidential Business Information." *Do not e-mail the file until the DCO verifies receipt of the memo-to-file.*
5. The DCO maintains a copy of the file and the memo.

2.4 USE

When I'm using CBI, what precautions should I take to prevent eavesdropping? You must verify that your location will allow reasonable protection of the CBI that you are using. For example, private or semi-private offices are generally acceptable for using CBI. (If you are in a cubicle, you should consider using a conference room to discuss CBI.) Conversely, unacceptable locations include airports, airplanes, hotel lobbies, and other public places.

I'm preparing a "public," non-CBI document that is derived from CBI[3]. What steps do I need to take to prevent disclosing CBI? While you are composing the document, avoid using information that can be used

[2] The DCO may delegate this review to an appropriately qualified person.

that could lead to the disclosure of CBI. When you've completed the document, follow the procedure below to verify no CBI is present in the document.

1. You review the file to verify no CBI is hidden in it. Be aware that some computer documents may have multiple layers that may not be immediately obvious (e.g., spreadsheets). Additionally, you need to verify no CBI is contained in a file's "undo" history. This process can be helped by the use of plug-in software for Microsoft Office applications which can reveal the formatting codes used and may reveal hidden data. If you are not sure whether certain information is CBI, ask your supervisor or project manager for help.
2. After reviewing the file, you take a copy of the file to the DCO. *Do not e-mail this file.*
3. The DCO reviews the file to verify it contains no hidden information. The DCO *does not* assess the content to determine if it is CBI.
4. Once the DCO helps you verify no CBI is hidden in your file, you compose a memo to the project file that references the file(s) being transmitted. You must include the following statement in the memo: "I have reviewed the referenced files and certify that they contain no Confidential Business Information."
5. You give the memo-to-file to the project manager. You must also give a copy to the DCO. *Do not publicly distribute the document until the DCO verifies receipt of the memo-to-file.*

May EAD, OGC/WLO, and other CBI-cleared EPA staff borrow CBI that is assigned to me? NO – you may not allow other CBI-cleared EPA staff to borrow CBI assigned to you. However, you may allow CBI that is assigned to you to be transferred to other CBI-cleared staff, as described in Section 2.6. You can do this by taking your CBI to the DCO and asking him to re-assign your CBI to your CBI-cleared colleague. If your colleague later decides to return the CBI to you, he can do so by initiating another document transfer by the DCO.

May I make copies of CBI documents or files? NO – you may not make *complete* copies of CBI documents, including computer files. If you need a complete copy of a CBI document or file, contact the DCO. The DCO will make the copy and log the copy into CBIMS.

May I copy portions of CBI documents or files? YES – you may copy excerpts or portions of a CBI document or file. Remember, however, to treat any such copies as CBI and protect them accordingly.

Do I need to take any special precautions when using CBI on rewritable media (e.g., "memory sticks")? YES – when you are using rewritable media to manipulate CBI, you should use a copy of the CBI. Whenever practical, original CBI data files should be kept on "permanent" media (e.g., CD-R, DVD-R, etc.).

May I discuss CBI on the telephone? NOT BEST – do not discuss CBI on the telephone unless it is absolutely necessary. A better alternative would be to discuss information that has been "sanitized." For example, you could refer to the facility by its code number and not its name.

If you must discuss CBI on the telephone, take the following precautions:

- Do not discuss CBI on a conference or speakerphone call where there is no reasonable control of who can eavesdrop. For example, you may not discuss CBI on conference calls using "dial-in" conference lines.
- If your office is a cubicle, use a phone in a conference room.
- If you need to discuss CBI with the facility that provided it, speak only to the person that the facility identified as a contact.

[3] For a definition of and examples of "non-CBI derived from CBI," see section 2.3; specifically, see the question, "**May I use e-mail, faxes, or other similar messages to transmit non-CBI files derived from CBI?**"

What must I do when I chair a meeting that uses CBI? If you chair a meeting that uses CBI, you have the following additional responsibilities before and after the meeting:

Before the meeting…

- Verify all participants have a valid CBI clearance and are assigned to the relevant project. (The DCO can help you verify whether a participant has a valid clearance.) If one of the participants is from a facility that provided the CBI, that person is automatically cleared, but only for the CBI they provided.
- Verify that the meeting location will allow reasonable protection of the CBI that will be discussed. For example, the meeting area can be a conference room with closing doors.
- Remind the participants that CBI will be used in the meeting. Also, remind them that they are responsible for protecting CBI from unauthorized disclosure.

After the meeting…

- Verify all CBI that was distributed during the meeting is collected. If a participant needs to keep any of the CBI materials, the materials must be appropriately loaned or transferred. (See above).
- Verify that all CBI is removed from the meeting area. For example, no CBI should be on a blackboard, a flipchart, or in a trashcan.

What precautions do I take when I print CBI? After you send CBI to a printer, you must immediately go to the printer to prevent an unauthorized person from viewing or picking-up the document. [4]

When I was printing or copying CBI, there was a malfunction. What should I do? If you have printer or copier problems that involve CBI, you must retrieve the printed waste (e.g., waste from paper jams). Printed waste that contains CBI must be returned to the DCO for destruction. Be sure all printed waste is removed from the machine before leaving it.

What do I need to do before I travel with CBI? You are strongly discouraged from traveling with CBI outside EPA Headquarters. However, if your mission requires it, you may travel with CBI, if you send an e-mail message to the DCO that contains the following information (see next page):

1. The titles and CBIMS Numbers[5] of the CBI documents or files you are taking.

   Note: You may only travel with CBI that is logged into CBIMS *unless* it is CBI that you are collecting while on travel (e.g., site visits).
2. The locations where you will be using the CBI.
3. The reason you need to travel with the CBI.
4. The date when you'll return the CBI to EPA Headquarters.

Note: You must also send your project manager and supervisor a copy of the above e-mail.

How do I "double envelope" CBI? Follow the procedure below to double envelope CBI.

1. Seal the document or media within an envelope and clearly mark it with the words "Confidential Business Information – To Be Opened by the Addressee Only."
2. Mark this envelope with the Addressee's Name, Address, and Telephone Number.
3. Seal the above envelope into another larger envelope that is marked with the Addressee's Name, Address, and Telephone Number.

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[4] Some CTS network printers will allow you to securely print CBI by using a Personal Identification Number (PIN). For instructions about using this feature with your network printer, please see the following link:
https://cts.supportportal.com/ics/support/default.asp?deptID=23011

[5] Most documents logged before December 2003 will not have a CBIMS Number. If there is no CBIMS Number for the document, use the CBI***T***S Number (i.e., the number from the old CBI ***Tracking*** System).

When traveling with CBI, what precautions must I take? You must take the following precautions:

1. The CBI must be double enveloped. You are the addressee unless you are delivering the CBI to transfer it to another organization.
2. When you are en route with CBI, you must always keep it in your direct possession. For example, do not check CBI with your luggage.
3. When you are not using the CBI, store it as described in Section 2.5.

When I carry CBI outside EAD office space, what precautions should I take? You must take the following precautions:

1. The CBI must be double enveloped. You are the addressee unless you are delivering the CBI to transfer it to another organization.
2. When you are en route with CBI, you must always keep it in your direct possession.

2.5 STORAGE

Where must I store my CBI? You must store CBI in a locked cabinet, *separate* from your non-CBI files. The locked cabinet must be located in an office space that is access-controlled by a card reader or within an office with a locking door. If you have an office with a locking door, you must lock the door at the end of the workday.

What is my CBI Working Folder? Your CBI Working Folder is where you keep CBI that is not logged in CBIMS. This CBI includes copied portions of CBI documents and files. It also includes derived CBI that is not logged. Technically, everyone cleared by EAD to access CBI has a CBI Working Folder. You protect it like other CBI documents.

I work in a space that is not access-controlled by a card reader. Do I need to provide another locking level? YES – CBI stored in a locked cabinet in most EAD office space is protected by two levels of locks – the lock on the cabinet and the card reader locks on all EAD entry doors. One way of satisfying the "double locks" requirement is to place CBI in a locked cabinet within a locked office.

Where may I store electronic CBI files? You may only store CBI on removable media such as floppy disks, CDs, DVDs, ZIP Disks, USB Drives, etc. ***You are prohibited*** *from storing CBI on internal computer hard drives, LAN drives, or any type of network storage device.*[6] When you are not using removable media CBI, you must remove it from the computer and store it in a locked cabinet. The locked cabinet must be located in an office with a locking door or office space that is access-controlled by a card reader.

When I travel with CBI, how should I store it? When the CBI is not in use, you must secure it in a way that allows you to reasonably protect it. For example, checking CBI with your luggage at an airport does not allow adequate protection because it is out of your direct control and it is exposed to several (or many) individuals that could open the luggage containing the CBI. Conversely, an automobile trunk would be adequate because you can reasonably limit access to yourself.

2.6 DOCUMENT TRANSFER & DISPOSITION

I would like to permanently transfer one or more CBI documents to another person. What do I need to do? Ask the DCO to transfer ownership of the documents to the other person. The DCO will verify whether they are appropriately cleared to receive the documents and record the transfer. Once the transfer is complete, you may give the documents to the recipient.

[6]In some cases, the EAD Director may approve using the EPA mainframe to store or process CBI if mission needs require it. Before granting this approval, the Director consults with the DCO.

I don't need certain CBI materials anymore. What do I do with it? First, you must anticipate any future need for the material. The anticipated need will help determine the fate of the CBI material. Consider the following cases:

The material may be needed in rulemaking, litigation, or other activities. In this case, the CBI should be stored in EAD's CBI Room. This type of situation could apply to single documents or entire project files. The following procedure is used to store CBI in the CBI Room:

1. You take the CBI to the DCO for storage.
2. The DCO claims custody of the CBI. This custody change is noted in CBIMS.
3. The DCO appropriately stores the CBI in the CBI Room.

The material is no longer needed for rulemaking, litigation, or other activities. However, it should be kept in the CBI portion of the Federal Rulemaking/Litigation/Other Activity Record. For this situation, the CBI should be archived at the Federal Records Center. Typically, all project files are sent to the FRC at once. The following procedure is used to archive CBI at the FRC:

1. You take the CBI to the DCO for archival.
2. The DCO claims custody of the CBI. This custody change is noted in CBIMS.
3. The DCO appropriately stores the CBI in the CBI Room until it can be indexed, packaged, and sent to the FRC.
4. The DCO records the archival of the documents in CBIMS.

The material is no longer needed for rulemaking, litigation, or other activities. It does not need to be kept in the CBI portion of the Federal Rulemaking/Litigation/Other Activity Record. Unnecessary CBI should either be returned to the facility that provided it or destroyed. The following procedure is used to destroy CBI:

1. You take the CBI to the DCO for destruction.
2. The DCO claims custody of the CBI. This custody change is noted in CBIMS.
3. The DCO appropriately destroys the materials to prevent recovery of CBI (e.g., the DCO may use a paper shredder for paper documents or appropriate software to wipe media).
4. The DCO records the destruction of each CBI documents in CBIMS.

What should I do with my CBI before I leave EAD? Before you leave EAD, you should determine who should receive your CBI. If the CBI is no longer needed, you should determine whether to store or dispose of your CBI, as described above. Whatever you decide, you must inform the DCO so the CBI can be properly tracked.

2.7 UNAUTHORIZED DISCLOSURE OF CBI

I just discovered that particular CBI was inadvertently (or intentionally) released, inappropriately transmitted, or discovered missing. What do I do? Once you discover one of these situations, you **must** contact the DCO, Deputy Division Director, or Division Director. If you are in a position to limit further disclosure, you must take the appropriate actions.

What happens after I contact the DCO, Deputy Division Director, or Division Director? After contact, the Division Director will be informed of the incident and may initiate the following process:

1. The Division Director will direct you to *immediately* write a brief account of the incident that answers the following questions:
    - What CBI was disclosed, inappropriately transmitted, or discovered missing?
    - When did it happen?
    - How did it happen?
    - What events led to the incident?

- What was the venue (e.g., an e-mail attachment, a rule preamble, a web site, etc.) for the incident?
- What actions were taken to limit further exposure of the CBI?

2. The Division Director will assign staff to conduct a detailed investigation of the related circumstances. From the investigation, the assigned staff will determine the extent of any unauthorized release, if any. The assigned staff reports this determination to the Division Director as soon as possible.
3. The Division Director will report the incident to the Deputy Assistant Administrator for the Office of Water.
4. Depending on the determination, the Deputy Assistant Administrator, the Office Director, the Deputy Office Director, or the Division Director may decide to report the incident along with the initial information to the Office of the Inspector General (OIG).
5. The Division Director will then report the incident to the CBI provider. The report will include the following information:
   - A preliminary understanding of the circumstances that led to the incident.
   - The estimated extent of any release.

   The Division Director will also ask the CBI provider if the sensitivity of the information has diminished or if they still consider the information to be CBI.
6. When the investigation is complete, the Division Director will report the results to senior Office of Water management.
7. If the investigation leads to recommended changes in the OST-CBI Security Plan, the Division Director will assign staff to assess the recommended changes and implement them as appropriate.

2.8 CARD READER ACCESS TO EAD SPACE

I am not an employee of EAD or OGC/WLO and I do not need access to CBI. How do I get card reader access to EAD space?

If you are working on EAD business:

1. You request card reader access from the relevant EAD staff person (i.e., your sponsor).
2. The EAD staff person requests (in writing) the DCO to provide you card reader access.
3. The DCO provides you the CBI Awareness Briefing.
4. You complete and sign a Confidentiality Agreement.
5. The DCO authorizes activation of your identification card for EAD space.
6. The EAD Administrative Officer requests Facilities to activate your identification card for EAD space.

Note: Your access privileges will expire one year from the day you sign the Confidentiality Agreement unless you receive another CBI Awareness Briefing and sign a new Confidentiality Agreement.

*If you are **not** working on EAD business:*

1. You ask the DCO if there is an agreement with your office and EAD that allows you to have card reader access.[7]
2. If there is no agreement, your office must negotiate an access agreement with the EAD Director.
3. If there is an agreement, the DCO provides you the CBI Awareness Briefing.
4. You complete and sign a Confidentiality Agreement.
5. The DCO authorizes activation of your identification card for EAD space.
6. The EAD Administrative Officer requests Facilities to activate you identification card for EAD space.

Notes: Depending on the agreement, you may only receive access to part of EAD's space.

Your access privileges will expire one year from the day you sign the Confidentiality Agreement unless you receive another CBI Awareness Briefing and sign a new Confidentiality Agreement.

[7] When these procedures were written, EAD had an agreement with the Wetlands Division for access to EPA West Room 6210.

3.0 RULES OF BEHAVIOR

3.1 RULES FOR EVERYONE

- ***Protect CBI from unauthorized disclosure or unauthorized modification.*** The *SOPs* in the previous section describe safeguards to protect CBI regarding several situations, including:
  - office use
  - telephone conversations
  - meetings
  - printing
  - use on travel
  - transmittal
  - reproduction
- ***Keep track of your assigned CBI.***
- ***Return unattended CBI to the DCO.***
- ***Do not transmit CBI through unauthorized means, such as e-mail*, faxes, and *inter-office mail***. For correct transmittal procedures, see the *SOPs* in the previous section.
- ***Do not make complete copies of CBI documents or files.*** Only the DCO may make complete copies of CBI documents and files.
- ***Do not store CBI on hard drives or LAN drives.***
- ***Do not give CBI to unauthorized individuals.*** The DCO can verify whether the individual is authorized to use the OST-CBI application.
- ***Do not give CBI records to those outside EAD or OGC's Water Law Office.*** Only the DCO or the alternate DCO may release CBI records.
- ***Store your CBI materials separately from your non-CBI files.***
- ***Do not attempt to view, change, or delete data, unless you are authorized.***
- ***Notify the DCO of security incidents immediately.*** Security incidents **include** instances where you observe the following:
  - Inappropriate transmission of CBI
  - Disclosure of CBI to unauthorized personnel
  - Unattended or inappropriately stored CBI
  - Violations of the Rules of Behavior

3.2 RULES FOR SUPERVISORS

- ***Require all your staff to be cleared for handling CBI.***
- ***Notify the DCO when one of your staff is going to transfer, resign, or be terminated.***
- ***Notify the DCO when a member of one of your project teams is no longer assigned to that team.*** You may delegate this responsibility to a technical coordinator or project manager.

Note: You should keep appropriate records to show you've met the above requirements.

3.3 RULES FOR PROJECT OFFICERS

- ***For EAD contracts where the contractor will use CBI, ensure the contractor adopts a CBI security plan that is reasonably equivalent to the* OST-CBI Application Security Plan.** You must consult with the DCO before you approve a contractor's CBI security plan.

3.4 RULES FOR WORK ASSIGNMENT MANAGERS

- ***For Work Assignments involving CBI, consult with the DCO to verify contractor has an approved CBI Plan.***

3.5 RULES FOR THE DOCUMENT CONTROL OFFICER (DCO)

- ***Do not grant a person access to EAD space unless:***
  For EAD and OGC/WLO Staff:

  - The person has passed the CBI Awareness Test and has properly completed and signed a Confidentiality Agreement within the last two years.

  For those sponsored by an EAD staff person:

  - The person has had the CBI Awareness Briefing and has properly completed and signed a Confidentiality Agreement within the last year.

- ***Do not grant a person access to specific project CBI unless:***

  For EAD and OGC/WLO Staff:
  - The person has passed the CBI Awareness Test and has properly completed and signed a Confidentiality Agreement within the last two years.
  - The person is assigned to the project that is directly linked to the CBI materials.[8]

  For those approved by the EAD Director to receive CBI:

  - The person has passed the CBI Awareness Test and has properly completed and signed a Confidentiality Agreement within the last year.
  - The person is assigned to the project that is directly linked to the CBI materials.

    Note: You must have documentation (e.g., an e-mail from the project manager) that shows the person is assigned to the project.

[8] If there is a CBI document for one project that is relevant to a second project, the DCO may copy that document. The DCO would then log the copy into CBIMS under the second project. The DCO could then assign the document to a user assigned to the second project.

Deny CBI access to a user when one or more of the following conditions exist:

- The user's supervisor has informed you that a user is going to be transferred, is going to resign, or be terminated. The supervisor will provide the effective date.
- The user's Confidentiality Agreement has expired.
- You may remove a user's access during other circumstances, provided you have appropriate justification.

Before a user's access expires or is terminated, retrieve any paper and removable media CBI from the user.

- ***Track CBI materials and personnel clearances on the CBI Management System (CBIMS).***

- ***Maintain the following records in readily accessible locations***:

  - Records showing the location or disposition of all tracked CBI documents.
  - The most recently completed Confidentiality Agreements for those accessing CBI and EAD Space.
  - The most recently completed CBI Awareness Tests (i.e., the "CBI Exam")
  - Records from annual CBI reviews.
  - CBI Transmittal reports from contractors and others.

- ***Conduct training, consulting, and other activities to promote the security of the OST-CBI application.***

- ***E-mail CBI users awareness messages at least quarterly to help promote CBI security.***

- ***Conduct annual reviews to verify the CBI inventory.*** Each annual review must include an accounting of CBI materials covered under the OST-CBI Application Security Plan.

- ***Review contractor CBI security plans to determine if they are reasonably equivalent to the* OST-CBI Application Security Plan.**

- ***On an annual basis (or at the change of an option period), instruct project officers to issue notices that remind contractors of their prime responsibilities for protecting CBI.***

- ***Notify the appropriate personnel of security policy violations immediately.***

  Note: You must keep appropriate records to show you've met the above requirements.

Appendix B

Office of Science & Technology Confidential Business Information (OST-CBI) Contingency Plan

U.S. Environmental Protection Agency
Office of Water
Office of Science & Technology

August 1, 2011

1. INTRODUCTION

1.1 Purpose

This Office of Science & Technology Confidential Business Information (OST-CBI) Contingency Plan establishes procedures to continue operations pending recovery of OST-CBI following a disruption. The following objectives have been established for this plan:

- Maximize the effectiveness of contingency operations through an established plan that consists of the following phases:
    - Notification/Activation phase - to detect and assess damage and to activate the plan.
    - Recovery phase - to provide alternate OST-CBI access allowing continuing operations pending actual recovery of the OST-CBI system at EPA Headquarters (EPA HQ).
    - Reconstitution phase - to assist EPA HQ, as necessary, in completing recovery of normal OST-CBI operations.
- Identify the activities, resources, and procedures needed to carry out day to day operations during prolonged interruptions to normal operations.
- Provide guidance for continuing operations during prolonged periods of interruption to normal operations.

1.2 Applicability

The OST-CBI Contingency Plan applies to the functions, operations, and resources necessary to continue OST-CBI support of Office of Science & Technology (OST) operations. The OST-CBI Contingency Plan applies to OST and all other persons associated with OST-CBI as identified under Section 2.2, Responsibilities.

The users of OST-CBI are EPA personnel, who have controlled access to CBI. Management of the OST-CBI application is provided by the OST-CBI Application Owner (also known as the Document Control Officer or, hereinafter, DCO) using the CBI Management System (CBIMS), which is an OST LAN-resident Microsoft Access-based application which logs and tracks CBI and OST-CBI user clearances.

1.3 Scope

1.3.1 Planning Principle

Various scenarios (e.g. loss of LAN services, major power failure, and natural disasters) were considered to form a basis for the plan, and multiple assumptions were made. The applicability of the plan is predicated on the following key principle:

- The EPA HQ facility is inaccessible; therefore, OST is unable to perform management of OST-CBI for the Agency.

1.3.2 Assumptions

Based on the above principle, the following assumptions were used when developing the OST-CBI Contingency Plan:

- The OST space at EPA HQ is unavailable for up to 30 days;
- Current backups of both the application software and data are intact and available; and

- There will be at least one personal computer located at the alternate work place (AWP), available within 10 days following an event.

1.4 References/Requirements

This OST-CBI Contingency Plan complies with the EPA's IT contingency planning policy. It also complies with the following federal policies:

- The Computer Security Act of 1987
- NIST SP800-34, The Contingency Planning Guide for Information Technology Systems
- NIST SP800-30, Risk Management Guide, June 2001
- OMB Circular A-130, "Management of Federal Information Resources," Appendix III
- Federal Preparedness Circular (FPC) 65, Federal Executive Branch Continuity of Operations
- Presidential Decision Directive (PDD) 67, Enduring Constitutional Government and Continuity of Government Operations.

1.5 Record of Changes

There are no modifications to report to the existing contingency plan, dated December 5, 2007 and approved March 27, 2008.

2.0 CONCEPT OF OPERATIONS

2.1 System Description

The OST-CBI application is the process that OST's Engineering and Analysis Division (EAD) uses for protecting CBI while handling and analyzing that information. CBI is any information received or generated by EPA or its contractors, where the information originator declares it to be confidential in accordance with 40 CFR Part 2 Subpart B. These documents may be paper or computer-based (e.g., compact disks, diskettes, computer files). OST may protect other information if releasing it could inadvertently disclose CBI; this information would be protected as equivalent to CBI.

EAD uses CBI to develop regulations under the Clean Water Act. In particular, EAD uses CBI (trade secrets, intellectual property, commercial, financial, and other information) to determine the effectiveness of wastewater treatment technologies. EAD also uses CBI to determine operational and economic impacts on the affected industries. Data managed under the OST-CBI application are critical to OST's mission.

OST-CBI users can access CBI by logging it out for as long as required, assuming an up-to-date clearance. Once there is no longer any need for a particular CBI document, the user returns it to the DCO for storage or disposal.

2.2 Responsibilities

The following individual has been assigned and trained to respond to a contingency event effecting OST-CBI:

M. Ahmar Siddiqui, DCO: siddiqui.ahmar@epa.gov or (202) 566-1044.

3.0 NOTIFICATION AND ACTIVATION PHASE

This addresses the initial actions taken to assess damage inflicted by a disruption to OST-CBI. Based on this assessment, the plan may be activated by the DCO. Contact information for key personnel is located in Appendix B-A.

The person first aware of the lack of access of OST-CBI will notify the DCO and provide all known information related to the lack of accessibility.

The DCO will undertake the assessment procedures outlined below to determine the extent of damage and estimated time to recovery.

3.1 Damage Assessment Procedures:

- If the lack of access involves lack of physical access to OST, contact EPA HQ Security where possible. Solicit an appreciation of the situation existing at EPA HQ and EPA HQ Security's assessment of time necessary to have OST's space available. Verify that a current off-line back-up of the CBIMS application software and database exists.

- If the lack of access involves physical damage to CBI because of, for example, damage to OST's CBI Room, determine the extent of the problem.

- If the problem is confined to the OST LAN, making CBIMS inaccessible, contact the CTS help desk to request an assessment of time necessary to have the LAN available. Verify that a current off-line back-up of the CBIMS application software and database exists.

When damage assessment has been completed, the DCO will evaluate the results and determine whether the contingency plan is to be activated.

3.2 Activation

This OST-CBI Contingency Plan is to be activated if one or more of the following criteria are met:

- OST-CBI will be unavailable for more than 10 working days due to inaccessible OST space;

- CBI documents have been irrecoverably damaged or outright destroyed; or

- The OST LAN will be unavailable for more than 10 working days.

If the plan is to be activated, the DCO is to notify EAD management of the details of the event and if any relocation is required. EAD management will be responsible for initial notification of OST senior management. The DCO will provide subsequent situation update reports to EAD management who will apprise senior OST management of the status.

The DCO will notify the OW Information Security Officer of the general status of the event and the anticipated time to regain the capability to provide OST-CBI data in support of OW responsibilities. It is the responsibility of the OW Information Security Officer to notify OW senior management of the event.

4.0 RECOVERY OPERATIONS

The recovery operations required to make OST-CBI usable, at least, partially, are dependent on the nature of the event. The subsections following discuss the procedures to be followed for each major event type.

4.1 Loss of Access to OST Space

In the event that access to OST space is lost for a lengthy period of time, the CBIMS application software and database off-line back-up copies will be installed on a Continuity of Operations (COOP) laptop computer. Movement and transfer of CBI will then be trackable, though it will be limited to the CBI in possession of OST-CBI users at the time of the event. It is, therefore, entirely possible that some CBI will not be accessible due to it only existing in a physical form stored in the OST space.

Any CBI that comes in from outside OST will be logged into CBIMS and assigned to the appropriate OST-CBI user. In this case, the COOP laptop will also require access to a printer to allow the generation of CBI document cover sheets.

4.2 Loss of CBI Documents to Damage

In the event that CBI documents are damaged beyond the possibility of recovery and OST-CBI users still require access to the data contained in them, the DCO will contact EAD's contractor DCOs to assess if back-up copies are available. In the event they are, the DCO will request copies of all available documents. The copies will be logged into CBIMS as new documents and assigned to the appropriate OST-CBI users. All of the damaged documents will be designated as 'destroyed' in CBIMS.

If copies of individual damaged CBI documents cannot be found, the DCO will contact the original CBI providers and request copies of the damaged documents or new documents containing the requested data. All documents received this way will be logged into CBIMS as new documents and the damaged documents will be designated as 'destroyed.'

4.3 Loss of Access to OST LAN

In the event that access to CBIMS is lost due to loss of access to the OST LAN for a lengthy period of time, the CBIMS back-up application software and database off-line back-up copies will be installed on an available computer with an attached printer. Management of CBI will, thereafter, be conducted in a normal fashion.

5.0 RETURN TO NORMAL OPERATIONS

A return to normal operations will primarily involve notification of interested parties of the resumption of normal operations. In addition, if CBIMS was used on an offline computer, a copy of the updated CBIMS database will be uploaded to the OST LAN.

5.1 Plan Deactivation

The DCO will initiate a return to normal operations in a phased approach. The first phase will involve confirmation that the emergency has passed and that all necessary resources, from OST space to the OST LAN, are available. The second phase will involve the notification step described in 5.0 above. The DCO will inform OST-CBI users, OST senior management, and the OW Information Security Officer of the return to normal operations.

No further formal deactivation activities would normally be necessary.

Appendix B-A

OST-CBI Key Personnel

Application Owner/Document Control Officer	**Name:** M. Ahmar Siddiqui **Office:** U.S. EPA, OST 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 **Phone:** (202) 566-1044 **E-Mail:** siddiqui.ahmar@epa.gov
~~OW~~CTS Zone Representative	**Name:** Willie Abney **Office:** U.S. EPA, OEI 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 **Phone:** (202) 566-1366 **E-Mail:** abney.willie@epa.gov
ISO	**Name:** Terry Howard **Office:** U.S. EPA, OW 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 **Phone:** (202) 564-0385 **E-Mail:** howard.terry@epa.gov
Primary Organization Head	**Name:** Nancy Stoner **Office:** U.S. EPA, OW 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 **Phone:** (202) 564-5700 **E-Mail:** stoner.nancy@epa.gov
Authorizing Official	**Name:** Mike Shapiro **Office:** U.S. EPA, OW 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 **Phone:** (202) 564-5700 **E-Mail:** shapiro.mike@epa.gov

DEC 19 2011

MEMORANDUM

SUBJECT: Security Authorization and Authorization to Operate OST-CBI Application

FROM: Michael H. Shapiro
Deputy Assistant Administrator and Senior Information Official
Office of Water (OW)

TO: M. Ahmar Siddiqui
Document Control Officer
OW/OST/EAD

Terry Howard
Information Security Officer (ISO)
Office of Water

After reviewing the security controls which apply to OST-CBI, and its supporting evidence provided in the associated Security Authorization Package, including the current application Security Plan. I have determined that the risk to Agency operations, assets, individuals, other organizations, and the Nation resulting from the processing of OST-CBI is acceptable.

Accordingly, I am issuing an Authorization to Operate, the application in its existing operating environment. The OST-CBI application is authorized without any significant restrictions or limitations. This security authorization is my formal declaration that adequate security controls have been implemented in the application and that a satisfactory level of security is present.

This Authorization to Operate will expire in December 2014 and reauthorization will be required.

The Security Authorization to Operate the OST-CBI application will remain in effect as long as the conditions exist as follows:

1. The vulnerabilities reported during the continuous monitoring process do not increase Agency-level risk to levels deemed unacceptable.

2. The application owner commits to complete any POAMs that are established now or in the future to ensure the continued effectiveness of this Application Security Plan and the security controls specified.