AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 | 130
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-07-071	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-HQ-06-15587	

5. ISSUED BY CODE

U.S. Environmental Protection Agency
Administrative Contract Service Center (3883R)
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

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

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

PERRIN QUARLES ASSOCIATES, INC.
675 PETER JEFFERSON PKWY, SUITE
200

Charlottesville, VA 22911

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

9. DISCOUNT FOR PROMPT PAYMENT N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

CODE FACILITY CODE

11. SHIP TO MARK FOR CODE

If applicable, see Section B of the schedule.

12. PAYMENT WILL BE MADE BY CODE

Environmental Protection Agency
Research Triangle Park Financial
Management Center (D143-02)
Research Triangle Park, 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 Accounting and Appropriation data in Section B

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

15G. TOTAL AMOUNT OF CONTRACT $6,888,000.00

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F	DELIVERIES OR PERFORMANCE				
G	CONTRACT ADMINISTRATION DATA		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
H	SPECIAL CONTRACT REQUIREMENTS		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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

18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

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

20A. NAME OF CONTRACTING OFFICER

CAROLYN A. ROSSMANN

19B. NAME OF CONTRACTOR

BY _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

BY _____
(Signature of Contracting Officer)

20C. DATE SIGNED

NSN 7540-01-152-8069 26-107 STANDARD FORM 26 (REV 4-85)
PREVIOUS EDITION UNUSABLE Prescribed by GSA
FAR (48 CFR) 53.214(a)

Technical and Outreach Support Services for Domestic EP W 07 071

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 | 130
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-07-071	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-HQ-06-15587	

5. ISSUED BY CODE

U.S. Environmental Protection Agency
Administrative Contract Service Center (3803R)
1288 Pennsylvania Avenue, N.W.
Washington, DC 28468

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

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PERRIN QUARLES ASSOCIATES, INC.
675 PETER JEFFERSON PKWY, SUITE
288

Charlottesville, VA 22911

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

9. DISCOUNT FOR PROMPT PAYMENT N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

CODE FACILITY CODE

11. SHIP TO MARK FOR CODE

If applicable, see Section B of the schedule.

12. PAYMENT WILL BE MADE BY CODE

Environmental Protection Agency
Research Triangle Park Financial
Management Center (D143-02)
Research Triangle Park, 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 Accounting and Appropriation data in Section B

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

15G. TOTAL AMOUNT OF CONTRACT $6,000,000.88

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BY _____
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NSN 7540-01-152-8069 26-107 STANDARD FORM 26 (REV 4-85)
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BY _____
(Signature of Contracting Officer)

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C

THIS AWARD IS SUBJECT TO THE AVAILABILITY OF FUNDS.

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

The following fixed rates shall apply for payment purposes for the duration of the contract.

Base Period

Item	Labor Classification	Fixed Hourly Rate
001A	Program Manager/Subcontract Manager	$ (b)(4)
001B	Executive Manager	$
001C	Senior Manager	$
001D	Project Manager	$
001E	Principal Consultant	$
001F	Expert Programmer/Analyst	$
001G	Expert Environmental Analyst	$
001H	Senior Database Administrator	$
001I	Senior Programmer/Analyst II	$
001J	Senior Environmental Analyst II	$
001K	Senior Quality Assurance Analyst II	$
001L	Senior Communications Specialist II	$
001M	Senior Programmer/Analyst I	$
001N	Senior Environmental Analyst I	$
001P	Senior Quality Assurance Analyst I	$
001Q	Senior Communications Specialist I	$
001R	Database Administrator	$
001S	Programmer/Analyst II	$
001T	Environmental Analyst II	$
001U	Quality Assurance Analyst II	$
001V	Communications Specialist II	$
001W	Programmer/Analyst I	$
001X	Environmental Analyst I	$
001Y	Quality Assurance Analyst I	$
001Z	Communications Specialist I	$
001AA	Administrative Manager	$

001AB	Administrative Team Leader	$	(b)(4)
001AC	Administrative Assistance	$	
001AD	Senior Contracts Administrator	$	
001AE	Contracts Administrator	$	
001AF	Assistance Contracts Administrator	$	

(b)(4) **- Subcontractor**

A001A	Subcontract Manager	$	
A001B	Other Project Management	$	
A001C	Principal Analyst	$	
A001D	Senior Analyst Level II	$	
A001E	Senior Analyst Level I	$	
A001F	Analyst II	$	
A001G	Analyst I	$	
A001H	Administrative Support	$	
A001I	Contracts Management	$	

(b)(4) **- Subcontractor**

B001A	Subcontract Manager	$	
B001B	Other Project Management	$	
B001C	Principal Analyst	$	
B001D	Senior Analyst Level II	$	
B001E	Senior Analyst Level I	$	
B001F	Analyst II	$	
B001G	Analyst I	$	
B001H	Technical Assistant	$	
B001I	Administrative Support	$	

(b)(4) **- Subcontractor**

C001A	Senior Expert	$	
C001B	Expert	$	
C001C	Senior Environmental Specialist	$	
C001D	Environmental Specialist	$	
C001E	Senior Environmental Analyst	$	
C001F	Environmental Professional	$	
C001G	Junior Environmental Professional	$	

(b)(4) **- Subcontractor**

D001A	President	$	
D001B	Executive Vice President	$	
D001C	Director	$	
D001D	Manager/Senior Policy Analyst	$	
D001E	Senior Policy Analyst	$	
D001F	Policy Analyst	$	
D001G	Research Associate	$	

(b)(4) **- Subcontractor**

E001A	Project Director	$	
E001B	Senior Scientist II	$	
E001C	Senior Science I	$	

E001D	Senior Project Manager	$	(b)(4)
E001E	Project Manager	$	
E001F	Senior Analyst II	$	
E001G	Analyst II	$	
E001H	Analyst I	$	
E001I	Junior Analyst/Engineer	$	
E001J	Clerical	$	

(b)(4) **- Subcontractor**

F001A	Subcontract Manager	$	
F001B	Other Project Management	$	
F001C	Principal Analyst	$	
F001D	Senior Analyst Level II	$	
F001E	Senior Analyst Level I	$	
F001F	Analyst II	$	
F001G	Analyst I	$	
F001H	Technical Assistant	$	
F001I	Administrative Support	$	

(b)(4) **- Subcontractor**

G001A	Director of Energy Program	$	
G001B	Senior Associate III	$	
G001C	Senior Associate II	$	
G001D	Senior Associate I	$	
G001E	Junior Associate III	$	
G001F	Junior Associate II	$	
G001G	Junior Associate I	$	
G001H	Program Coordinator	$	
G001I	Contracts Manager	$	

(b)(4) **- Subcontractor**

H001A	Program Manager 2	$	
H001B	Senior Environmental Economist 4	$	
H001C	Senior Environmental Economist 3	$	
H001D	Senior Environmental/Chemical Engineer 2	$	
H001E	Senior Environmental Scientist 3	$	
H001F	Senior Environmental Scientist 2	$	
H001G	Senior Environmental Economist 2	$	
H001H	Senior Environmental/Chemical Engineer 1	$	
H001I	Mid Environmental Economist 3	$	
H001J	Mid Environmental Economist 2	$	
H001K	Mid Environmental/Chemical Engineer 2	$	
H001L	Mid Environmental/Chemical Engineer 1	$	
H001M	Mid Document Design/Production	$	
H001N	Junior Environmental Economist 2	$	
H001P	Junior Environmental/Chemical Engineer 1	$	

(b)(4) **- Subcontractor**

I001A	Subcontract Manager	$	
I001B	Officer (Other Project Mgmt)	$	
I001C	Managing Expert (Other Project Mgmt)	$	
I001D	Principal (Principal Analyst)	$	

I001E	Managing Expert (Principal Analyst)	$	(b)(4)
I001F	Senior Expert (Senior Analyst II)	$	
I001G	Managing Expert (Senior Analyst II)	$	
I001H	Managing Expert (Senior Analyst I)	$	
I001I	Senior Expert (Analyst II)	$	
I001J	Senior Associate (Analyst I)	$	
I001K	Associate (Analyst I)	$	
I001L	Research Associate (Technical Assistant)	$	
I001M	Associate (Technical Assistant)	$	
I001N	Administrative Support	$	
I001P	Contracts Management	$	

Consultant/Subject Matter Experts

J001A	(b)(4)	- Principal Consultant	$
J001B		- Principal Consultant	$
J001C		Principal Consultant	$
J001D	(b)(4)	- Principal Consultant	$
J001E		- Principal Consultant	$

0400 Other Direct Costs - $ _____

(b)(4) 0.00%

Option Period 1

Item	Labor Classification	Fixed Hourly Rate
002A	Program Manager/Subcontract Manager	$ (b)(4)
002B	Executive Manager	$
002C	Senior Manager	$
002D	Project Manager	$
002E	Principal Consultant	$
002F	Expert Programmer/Analyst	$
002G	Expert Environmental Analyst	$
002H	Senior Database Administrator	$
002I	Senior Programmer/Analyst II	$
002J	Senior Environmental Analyst II	$
002K	Senior Quality Assurance Analyst II	$
002L	Senior Communications Specialist II	$
002M	Senior Programmer/Analyst I	$
002N	Senior Environmental Analyst I	$
002P	Senior Quality Assurance Analyst I	$
002Q	Senior Communications Specialist I	$
002R	Database Administrator	$
002S	Programmer/Analyst II	$
002T	Environmental Analyst II	$
002U	Quality Assurance Analyst II	$
002V	Communications Specialist II	$
002W	Programmer/Analyst I	$
002X	Environmental Analyst I	$
002Y	Quality Assurance Analyst I	$
002Z	Communications Specialist I	$
002AA	Administrative Manager	$
002AB	Administrative Team Leader	$
002AC	Administrative Assistance	$
002AD	Senior Contracts Administrator	$
002AE	Contracts Administrator	$
002AF	Assistance Contracts Administrator	$

(b)(4) **- Subcontractor**

A002A	Subcontract Manager	$
A002B	Other Project Management	$
A002C	Principal Analyst	$
A002D	Senior Analyst Level II	$
A002E	Senior Analyst Level I	$
A002F	Analyst II	$
A002G	Analyst I	$
A002H	Administrative Support	$
A002I	Contracts Management	$

(b)(4) **- Subcontractor**

B002A	Subcontract Manager	$
B002B	Other Project Management	$

B002C	Principal Analyst	$	(b)(4)
B002D	Senior Analyst Level II	$	
B002E	Senior Analyst Level I	$	
B002F	Analyst II	$	
B002G	Analyst I	$	
B002H	Technical Assistant	$	
B002I	Administrative Support	$	

(b)(4) **- Subcontractor**

C002A	Senior Expert	$
C002B	Expert	$
C002C	Senior Environmental Specialist	$
C002D	Environmental Specialist	$
C002E	Senior Environmental Analyst	$
C002F	Environmental Professional	$
C002G	Junior Environmental Professional	$

(b)(4) **- Subcontractor**

D002A	President	$
D002B	Executive Vice President	$
D002C	Director	$
D002D	Manager/Senior Policy Analyst	$
D002E	Senior Policy Analyst	$
D002F	Policy Analyst	$
D002G	Research Associate	$

(b)(4) **- Subcontractor**

E002A	Project Director	$
E002B	Senior Scientist II	$
E002C	Senior Science I	$
E002D	Senior Project Manager	$
E002E	Project Manager	$
E002F	Senior Analyst II	$
E002G	Analyst II	$
E002H	Analyst I	$
E002I	Junior Analyst/Engineer	$
E002J	Clerical	$

(b)(4) **- Subcontractor**

F002A	Subcontract Manager	$
F002B	Other Project Management	$
F002C	Principal Analyst	$
F002D	Senior Analyst Level II	$
F002E	Senior Analyst Level I	$
F002F	Analyst II	$
F002G	Analyst I	$
F002H	Technical Assistant	$
F002I	Administrative Support	$

(b)(4) **- Subcontractor**

G002A	Director of Energy Program	$

G002B	Senior Associate III	$	(b)(4)
G002C	Senior Associate II	$	
G002D	Senior Associate I	$	
G002E	Junior Associate III	$	
G002F	Junior Associate II	$	
G002G	Junior Associate I	$	
G002H	Program Coordinator	$	
G002I	Contracts Manager	$	

(b)(4) **Subcontractor**

H002A	Program Manager 2	$	
H002B	Senior Environmental Economist 4	$	
H002C	Senior Environmental Economist 3	$	
H002D	Senior Environmental/Chemical Engineer 2	$	
H002E	Senior Environmental Scientist 3	$	
H002F	Senior Environmental Scientist 2	$	
H002G	Senior Environmental Economist 2	$	
H002H	Senior Environmental/Chemical Engineer 1	$	
H002I	Mid Environmental Economist 3	$	
H002J	Mid Environmental Economist 2	$	
H002K	Mid Environmental/Chemical Engineer 2	$	
H002L	Mid Environmental/Chemical Engineer 1	$	
H002M	Mid Document Design/Production	$	
H002N	Junior Environmental Economist 2	$	
H002P	Junior Environmental/Chemical Engineer 1	$	

(b)(4) **- Subcontractor**

I002A	Subcontract Manager	$	
I002B	Officer (Other Project Mgmt)	$	
I002C	Managing Expert (Other Project Mgmt)	$	
I002D	Principal (Principal Analyst)	$	
I002E	Managing Expert (Principal Analyst)	$	
I002F	Senior Expert (Senior Analyst II)	$	
I002G	Managing Expert (Senior Analyst II)	$	
I002H	Managing Expert (Senior Analyst I)	$	
I002I	Senior Expert (Analyst II)	$	
I002J	Senior Associate (Analyst I)	$	
I002K	Associate (Analyst I)	$	
I002L	Research Associate (Technical Assistant)	$	
I002M	Associate (Technical Assistant)	$	
I002N	Administrative Support	$	
I002P	Contracts Management	$	

Consultant/Subject Matter Experts

J002A	(b)(4) - Principal Consultant	$	
J002B	- Principal Consultant	$	
J002C	Principal Consultant	$	
J002D	(b)(4) - Principal Consultant	$	
J002E	- Principal Consultant	$	

0400 Other Direct Costs - $ _____

(b)(4) 0.00%

Option Period 2

Item	Labor Classification	Fixed Hourly Rate
003A	Program Manager/Subcontract Manager	$ (b)(4)
003B	Executive Manager	$
003C	Senior Manager	$
003D	Project Manager	$
003E	Principal Consultant	$
003F	Expert Programmer/Analyst	$
003G	Expert Environmental Analyst	$
003H	Senior Database Administrator	$
003I	Senior Programmer/Analyst II	$
003J	Senior Environmental Analyst II	$
003K	Senior Quality Assurance Analyst II	$
003L	Senior Communications Specialist II	$
003M	Senior Programmer/Analyst I	$
003N	Senior Environmental Analyst I	$
003P	Senior Quality Assurance Analyst I	$
003Q	Senior Communications Specialist I	$
003R	Database Administrator	$
003S	Programmer/Analyst II	$
003T	Environmental Analyst II	$
003U	Quality Assurance Analyst II	$
003V	Communications Specialist II	$
003W	Programmer/Analyst I	$
003X	Environmental Analyst I	$
003Y	Quality Assurance Analyst I	$
003Z	Communications Specialist I	$
003AA	Administrative Manager	$
003AB	Administrative Team Leader	$
003AC	Administrative Assistance	$
003AD	Senior Contracts Administrator	$
003AE	Contracts Administrator	$
003AF	Assistance Contracts Administrator	$

(b)(4) **- Subcontractor**

A003A	Subcontract Manager	$
A003B	Other Project Management	$
A003C	Principal Analyst	$
A003D	Senior Analyst Level II	$
A003E	Senior Analyst Level I	$
A003F	Analyst II	$
A003G	Analyst I	$
A003H	Administrative Support	$
A003I	Contracts Management	$

(b)(4) **- Subcontractor**

			(b)(4)
B003A	Subcontract Manager	$	
B003B	Other Project Management	$	
B003C	Principal Analyst	$	
B003D	Senior Analyst Level II	$	
B003E	Senior Analyst Level I	$	
B003F	Analyst II	$	
B003G	Analyst I	$	
B003H	Technical Assistant	$	
B003I	Administrative Support	$	

(b)(4) **- Subcontractor**

C003A	Senior Expert	$	
C003B	Expert	$	
C003C	Senior Environmental Specialist	$	
C003D	Environmental Specialist	$	
C003E	Senior Environmental Analyst	$	
C003F	Environmental Professional	$	
C003G	Junior Environmental Professional	$	

(b)(4) **- Subcontractor**

D003A	President	$	
D003B	Executive Vice President	$	
D003C	Director	$	
D003D	Manager/Senior Policy Analyst	$	
D003E	Senior Policy Analyst	$	
D003F	Policy Analyst	$	
D003G	Research Associate	$	

(b)(4) **- Subcontractor**

E003A	Project Director	$	
E003B	Senior Scientist II	$	
E003C	Senior Science I	$	
E003D	Senior Project Manager	$	
E003E	Project Manager	$	
E003F	Senior Analyst II	$	
E003G	Analyst II	$	
E003H	Analyst I	$	
E003I	Junior Analyst/Engineer	$	
E003J	Clerical	$	

(b)(4) **- Subcontractor**

F003A	Subcontract Manager	$	
F003B	Other Project Management	$	
F003C	Principal Analyst	$	
F003D	Senior Analyst Level II	$	
F003E	Senior Analyst Level I	$	
F003F	Analyst II	$	
F003G	Analyst I	$	
F003H	Technical Assistant	$	
F003I	Administrative Support	$	

(b)(4) **- Subcontractor**

			(b)(4)
G003A	Director of Energy Program	$	
G003B	Senior Associate III	$	
G003C	Senior Associate II	$	
G003D	Senior Associate I	$	
G003E	Junior Associate III	$	
G003F	Junior Associate II	$	
G003G	Junior Associate I	$	
G003H	Program Coordinator	$	
G003I	Contracts Manager	$	

(b)(4) **- Subcontractor**

H003A	Program Manager 2	$	
H003B	Senior Environmental Economist 4	$	
H003C	Senior Environmental Economist 3	$	
H003D	Senior Environmental/Chemical Engineer 2	$	
H003E	Senior Environmental Scientist 3	$	
H003F	Senior Environmental Scientist 2	$	
H003G	Senior Environmental Economist 2	$	
H003H	Senior Environmental/Chemical Engineer 1	$	
H003I	Mid Environmental Economist 3	$	
H003J	Mid Environmental Economist 2	$	
H003K	Mid Environmental/Chemical Engineer 2	$	
H003L	Mid Environmental/Chemical Engineer 1	$	
H003M	Mid Document Design/Production	$	
H003N	Junior Environmental Economist 2	$	
H003P	Junior Environmental/Chemical Engineer 1	$	

(b)(4) **- Subcontractor**

I003A	Subcontract Manager	$	
I003B	Officer (Other Project Mgmt)	$	
I003C	Managing Expert (Other Project Mgmt)	$	
I003D	Principal (Principal Analyst)	$	
I003E	Managing Expert (Principal Analyst)	$	
I003F	Senior Expert (Senior Analyst II)	$	
I003G	Managing Expert (Senior Analyst II)	$	
I003H	Managing Expert (Senior Analyst I)	$	
I003I	Senior Expert (Analyst II)	$	
I003J	Senior Associate (Analyst I)	$	
I003K	Associate (Analyst I)	$	
I003L	Research Associate (Technical Assistant)	$	
I003M	Associate (Technical Assistant)	$	
I003N	Administrative Support	$	
I003P	Contracts Management	$	

Consultant/Subject Matter Experts

J003A	(b)(4)	Principal Consultant	$
J003B		- Principal Consultant	$
J003C		Principal Consultant	$
J003D	(b)(4)	- Principal Consultant	$
J003E		- Principal Consultant	$

0400 Other Direct Costs - $ _____

(b)(4)

0.00%

Option Period 3

Item	Labor Classification	Fixed Hourly Rate
004A	Program Manager/Subcontract Manager	$ (b)(4)
004B	Executive Manager	$
004C	Senior Manager	$
004D	Project Manager	$
004E	Principal Consultant	$
004F	Expert Programmer/Analyst	$
004G	Expert Environmental Analyst	$
004H	Senior Database Administrator	$
004I	Senior Programmer/Analyst II	$
004J	Senior Environmental Analyst II	$
004K	Senior Quality Assurance Analyst II	$
004L	Senior Communications Specialist II	$
004M	Senior Programmer/Analyst I	$
004N	Senior Environmental Analyst I	$
004P	Senior Quality Assurance Analyst I	$
004Q	Senior Communications Specialist I	$
004R	Database Administrator	$
004S	Programmer/Analyst II	$
004T	Environmental Analyst II	$
004U	Quality Assurance Analyst II	$
004V	Communications Specialist II	$
004W	Programmer/Analyst I	$
004X	Environmental Analyst I	$
004Y	Quality Assurance Analyst I	$
004Z	Communications Specialist I	$
004AA	Administrative Manager	$
004AB	Administrative Team Leader	$
004AC	Administrative Assistance	$
004AD	Senior Contracts Administrator	$
004AE	Contracts Administrator	$
004AF	Assistance Contracts Administrator	$

(b)(4) **- Subcontractor**

A004A	Subcontract Manager	$
A004B	Other Project Management	$
A004C	Principal Analyst	$
A004D	Senior Analyst Level II	$
A004E	Senior Analyst Level I	$
A004F	Analyst II	$
A004G	Analyst I	$
A004H	Administrative Support	$
A004I	Contracts Management	$

(b)(4) **- Subcontractor**

B004A	Subcontract Manager	$
B004B	Other Project Management	$

B004C	Principal Analyst	$	(b)(4)
B004D	Senior Analyst Level II	$	
B004E	Senior Analyst Level I	$	
B004F	Analyst II	$	
B004G	Analyst I	$	
B004H	Technical Assistant	$	
B004I	Administrative Support	$	

(b)(4) **- Subcontractor**

C004A	Senior Expert	$	
C004B	Expert	$	
C004C	Senior Environmental Specialist	$	
C004D	Environmental Specialist	$	
C004E	Senior Environmental Analyst	$	
C004F	Environmental Professional	$	
C004G	Junior Environmental Professional	$	

(b)(4) **- Subcontractor**

D004A	President	$	
D004B	Executive Vice President	$	
D004C	Director	$	
D004D	Manager/Senior Policy Analyst	$	
D004E	Senior Policy Analyst	$	
D004F	Policy Analyst	$	
D004G	Research Associate	$	

(b)(4) **- Subcontractor**

E004A	Project Director	$	
E004B	Senior Scientist II	$	
E004C	Senior Science I	$	
E004D	Senior Project Manager	$	
E004E	Project Manager	$	
E004F	Senior Analyst II	$	
E004G	Analyst II	$	
E004H	Analyst I	$	
E004I	Junior Analyst/Engineer	$	
E004J	Clerical	$	

(b)(4) **- Subcontractor**

F004A	Subcontract Manager	$	
F004B	Other Project Management	$	
F004C	Principal Analyst	$	
F004D	Senior Analyst Level II	$	
F004E	Senior Analyst Level I	$	
F004F	Analyst II	$	
F004G	Analyst I	$	
F004H	Technical Assistant	$	
F004I	Administrative Support	$	

(b)(4) **- Subcontractor**

G004A	Director of Energy Program	$	

G004B	Senior Associate III	$	(b)(4)
G004C	Senior Associate II	$	
G004D	Senior Associate I	$	
G004E	Junior Associate III	$	
G004F	Junior Associate II	$	
G004G	Junior Associate I	$	
G004H	Program Coordinator	$	
G004I	Contracts Manager	$	

(b)(4) **- Subcontractor**

H004A	Program Manager 2	$	
H004B	Senior Environmental Economist 4	$	
H004C	Senior Environmental Economist 3	$	
H004D	Senior Environmental/Chemical Engineer 2	$	
H004E	Senior Environmental Scientist 3	$	
H004F	Senior Environmental Scientist 2	$	
H004G	Senior Environmental Economist 2	$	
H004H	Senior Environmental/Chemical Engineer 1	$	
H004I	Mid Environmental Economist 3	$	
H004J	Mid Environmental Economist 2	$	
H004K	Mid Environmental/Chemical Engineer 2	$	
H004L	Mid Environmental/Chemical Engineer 1	$	
H004M	Mid Document Design/Production	$	
H004N	Junior Environmental Economist 2	$	
H004P	Junior Environmental/Chemical Engineer 1	$	

(b)(4) **- Subcontractor**

I004A	Subcontract Manager	$	
I004B	Officer (Other Project Mgmt)	$	
I004C	Managing Expert (Other Project Mgmt)	$	
I004D	Principal (Principal Analyst)	$	
I004E	Managing Expert (Principal Analyst)	$	
I004F	Senior Expert (Senior Analyst II)	$	
I004G	Managing Expert (Senior Analyst II)	$	
I004H	Managing Expert (Senior Analyst I)	$	
I004I	Senior Expert (Analyst II)	$	
I004J	Senior Associate (Analyst I)	$	
I004K	Associate (Analyst I)	$	
I004L	Research Associate (Technical Assistant)	$	
I004M	Associate (Technical Assistant)	$	
I004N	Administrative Support	$	
I004P	Contracts Management	$	

Consultant/Subject Matter Experts

J004A	(b)(4) Principal Consultant	$	
J004B	- Principal Consultant	$	
J004C	Principal Consultant	$	
J004D	(b)(4) Principal Consultant	$	
J004E	Principal Consultant	$	

0400	Other Direct Costs -	$	

(b)(4) 0.00%

Option Period 4

Item	Labor Classification	Fixed Hourly Rate
005A	Program Manager/Subcontract Manager	$ (b)(4)
005B	Executive Manager	$
005C	Senior Manager	$
005D	Project Manager	$
005E	Principal Consultant	$
005F	Expert Programmer/Analyst	$
005G	Expert Environmental Analyst	$
005H	Senior Database Administrator	$
005I	Senior Programmer/Analyst II	$
005J	Senior Environmental Analyst II	$
005K	Senior Quality Assurance Analyst II	$
005L	Senior Communications Specialist II	$
005M	Senior Programmer/Analyst I	$
005N	Senior Environmental Analyst I	$
005P	Senior Quality Assurance Analyst I	$
005Q	Senior Communications Specialist I	$
005R	Database Administrator	$
005S	Programmer/Analyst II	$
005T	Environmental Analyst II	$
005U	Quality Assurance Analyst II	$
005V	Communications Specialist II	$
005W	Programmer/Analyst I	$
005X	Environmental Analyst I	$
005Y	Quality Assurance Analyst I	$
005Z	Communications Specialist I	$
005AA	Administrative Manager	$
005AB	Administrative Team Leader	$
005AC	Administrative Assistance	$
005AD	Senior Contracts Administrator	$
005AE	Contracts Administrator	$
005AF	Assistance Contracts Administrator	$

(b)(4) **- Subcontractor**

A005A	Subcontract Manager	$
A005B	Other Project Management	$
A005C	Principal Analyst	$
A005D	Senior Analyst Level II	$
A005E	Senior Analyst Level I	$
A005F	Analyst II	$
A005G	Analyst I	$
A005H	Administrative Support	$
A005I	Contracts Management	$

(b)(4) **- Subcontractor**

			(b)(4)
B005A	Subcontract Manager	$	
B005B	Other Project Management	$	
B005C	Principal Analyst	$	
B005D	Senior Analyst Level II	$	
B005E	Senior Analyst Level I	$	
B005F	Analyst II	$	
B005G	Analyst I	$	
B005H	Technical Assistant	$	
B005I	Administrative Support	$	

(b)(4) **- Subcontractor**

C005A	Senior Expert	$	
C005B	Expert	$	
C005C	Senior Environmental Specialist	$	
C005D	Environmental Specialist	$	
C005E	Senior Environmental Analyst	$	
C005F	Environmental Professional	$	
C005G	Junior Environmental Professional	$	

(b)(4) **- Subcontractor**

D005A	President	$	
D005B	Executive Vice President	$	
D005C	Director	$	
D005D	Manager/Senior Policy Analyst	$	
D005E	Senior Policy Analyst	$	
D005F	Policy Analyst	$	
D005G	Research Associate	$	

(b)(4) **- Subcontractor**

E005A	Project Director	$	
E005B	Senior Scientist II	$	
E005C	Senior Science I	$	
E005D	Senior Project Manager	$	
E005E	Project Manager	$	
E005F	Senior Analyst II	$	
E005G	Analyst II	$	
E005H	Analyst I	$	
E005I	Junior Analyst/Engineer	$	
E005J	Clerical	$	

(b)(4) **- Subcontractor**

F005A	Subcontract Manager	$	
F005B	Other Project Management	$	
F005C	Principal Analyst	$	
F005D	Senior Analyst Level II	$	
F005E	Senior Analyst Level I	$	
F005F	Analyst II	$	
F005G	Analyst I	$	
F005H	Technical Assistant	$	
F005I	Administrative Support	$	

(b)(4) **- Subcontractor**

G005A	Director of Energy Program	$
G005B	Senior Associate III	$
G005C	Senior Associate II	$
G005D	Senior Associate I	$
G005E	Junior Associate III	$
G005F	Junior Associate II	$
G005G	Junior Associate I	$
G005H	Program Coordinator	$
G005I	Contracts Manager	$

(b)(4) **- Subcontractor**

H005A	Program Manager 2	$
H005B	Senior Environmental Economist 4	$
H005C	Senior Environmental Economist 3	$
H005D	Senior Environmental/Chemical Engineer 2	$
H005E	Senior Environmental Scientist 3	$
H005F	Senior Environmental Scientist 2	$
H005G	Senior Environmental Economist 2	$
H005H	Senior Environmental/Chemical Engineer 1	$
H005I	Mid Environmental Economist 3	$
H005J	Mid Environmental Economist 2	$
H005K	Mid Environmental/Chemical Engineer 2	$
H005L	Mid Environmental/Chemical Engineer 1	$
H005M	Mid Document Design/Production	$
H005N	Junior Environmental Economist 2	$
H005P	Junior Environmental/Chemical Engineer 1	$

(b)(4) **- Subcontractor**

I005A	Subcontract Manager	$
I005B	Officer (Other Project Mgmt)	$
I005C	Managing Expert (Other Project Mgmt)	$
I005D	Principal (Principal Analyst)	$
I005E	Managing Expert (Principal Analyst)	$
I005F	Senior Expert (Senior Analyst II)	$
I005G	Managing Expert (Senior Analyst II)	$
I005H	Managing Expert (Senior Analyst I)	$
I005I	Senior Expert (Analyst II)	$
I005J	Senior Associate (Analyst I)	$
I005K	Associate (Analyst I)	$
I005L	Research Associate (Technical Assistant)	$
I005M	Associate (Technical Assistant)	$
I005N	Administrative Support	$
I005P	Contracts Management	$

Consultant/Subject Matter Experts

J005A	(b)(4) Principal Consultant	$
J005B	- Principal Consultant	$
J005C	Principal Consultant	$
J005D	(b)(4) - Principal Consultant	$
J005E	- Principal Consultant	$

(b)(4)

0400 Other Direct Costs - $ _____

(b)(4) 0.00%

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

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

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

The Government shall place orders totaling a minimum of $50,000.00 over the life of the contract. The amount of all orders shall not exceed $31,996,969.16

B.3 PROGRAM MANAGEMENT

Each awardee shall be issued a task order (TO) for the maintenance of the monthly progress report (see contract clause Section F "Monthly Progress Report") and to support an on-call Program Manager and technical staff. The number of hours, labor category mix and total dollar amount of this TO will be negotiated after contract award. This TO may not include any Bid and Proposal (B&P) costs for other Task Orders. B&P costs of preparing TO proposals are not allowable direct cost to this contract

B.4 SUPPLIES/SERVICES AND PRICE/COST

(a) The contractor, acting as an independent contractor and not as an agent for the Government, shall furnish all personnel, facilities, support, and management(necessary to provide the services as set forth below in accordance with Section C - Description/Specs/Work Statement.

(b) Labor --represent full-loaded labor rates for each professional level (PL). Labor will not be reimbursed as an Other Direct Cost (ODC) unless authorized in writing by the Contracting Officer.

(c) Other Direct Costs (ODC) - ODCs consist of travel, materials and miscellaneous expenses. The contractor's G&A rate shall be capped for the duration of the contract to include option periods, if exercised. Fee is not allowed on ODCs. Contractor's General and Administrative (G&A)/Material Handling expense applied to ODCs shall not exceed:

(b)(4)	CLIN NUMBER	CONTRACT PERIOD
0.00%	0400	Base Period
0.00%	0400	Option Period I
0.00%	0400	Option Period II
0.00%	0400	Option Period III
0.00%	0400	Option Period IV

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

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

1. The actual preparation of Congressional testimony.

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

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

4. The actual determination of Agency policy.

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

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

7. The actual preparation of Award Fee Plans.

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

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

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

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

12. Preparing responses to Congressional correspondence.

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

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

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

1. The actual preparation of Congressional testimony.

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

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

4. The actual determination of Agency policy.

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

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

7. The actual preparation of Award Fee Plans.

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

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

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

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

12. Preparing responses to Congressional correspondence.

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

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

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

1. The actual preparation of Congressional testimony.

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

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

4. The actual determination of Agency policy.

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

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

7. The actual preparation of Award Fee Plans.

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

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

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

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

12. Preparing responses to Congressional correspondence.

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

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

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for

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security clearances.

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

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

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

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

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

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

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

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

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

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

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

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

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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
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260 5797

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

C.4 ACQUISITION AND USE OF ENVIRONMENTALLT PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

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

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

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

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(800) 424 9346, or, in the Washington, D.C., metropolitan area, at (703) 412 9810.)

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

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

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SECTION D - PACKAGING AND MARKING

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

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[Por this Contract, there are ND clanses ia this Sectioa]

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SECTION D - PACKAGING AND MARKING

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

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	MAY 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Task Order Contracting Officer's Representative(s) (TOCORs) are the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

1310 L Street
Washington, DC 20005

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SECTION F - DELIVERIES DR PERFORMANCE

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NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER
52.242-17	AUG 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

F.2 USE DF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by- products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

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SECTION F - DELIVERIES OR PERFORMANCE

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(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

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EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum% Waste Paper
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing		50	
Mimeo and duplicator paper		50	
Writing (stationery)		50	
Office paper (e.g., note pads)		50	
Paper for high speed copiers		50	
Envelopes		50	
Form bond including computer paper and carbonless		50	
Book papers		50	
Bond papers		50	
Ledger		50	
Cover stock		50	
Cotton Fiber papers	25	50	
TISSUE PRODUCTS:			
Toilet tissue			20
Paper towels			40
Paper napkins			30
Facial tissue			5
Doilies			40
Industrial wipes			0
UNBLEACHED PACKAGING:			
Corrugated boxes			35
Fiber boxes			35
Brown papers (e.g. bags)			5
RECYCLED PAPERBOARD:			
Recycled paperboard products			80
Pad backing			90

F.3 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000) ALTERNATE I (OCT 2000)

The Contractor shall prepare and deliver the below listed reports, including plans, evaluations, studies, analyses and manuals to the designated addressees. 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 March 31, 2006. Required reports shall be defined in individual task orders.

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EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum% Waste Paper
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing		50	
Mimeo and duplicator paper		50	
Writing (stationery)		50	
Office paper (e.g., note pads)		50	
Paper for high speed copiers		50	
Envelopes		50	
Form bond including computer paper and carbonless		50	
Book papers		50	
Bond papers		50	
Ledger		50	
Cover stock		50	
Cotton Fiber papers	25	50	
TISSUE PRODUCTS:			
Toilet tissue			20
Paper towels			40
Paper napkins			30
Facial tissue			5
Doilies			40
Industrial wipes			0
UNBLEACHED PACKAGING:			
Corrugated boxes			35
Fiber boxes			35
Brown papers (e.g. bags)			5
RECYCLED PAPERBOARD:			
Recycled paperboard products			80
Pad backing			90

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The OMB clearance number for progress reports delivered under this contract is 2030 0005 with an expiration date of March 31, 2006. Required reports shall be defined in individual task orders.

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EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum% Waste Paper
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing		50	
Mimeo and duplicator paper		50	
Writing (stationery)		50	
Office paper (e.g., note pads)		50	
Paper for high speed copiers		50	
Envelopes		50	
Form bond including computer paper and carbonless		50	
Book papers		50	
Bond papers		50	
Ledger		50	
Cover stock		50	
Cotton Fiber papers	25	50	
TISSUE PRODUCTS:			
Toilet tissue			20
Paper towels			40
Paper napkins			30
Facial tissue			5
Doilies			40
Industrial wipes			0
UNBLEACHED PACKAGING:			
Corrugated boxes			35
Fiber boxes			35
Brown papers (e.g. bags)			5
RECYCLED PAPERBOARD:			
Recycled paperboard products			80
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The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of March 31, 2006. Required reports shall be defined in individual task orders.

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F.4 MONTHLI PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION

(a) The Contractor shall furnish two(2) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

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

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, 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

F.4 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION

(a) The Contractor shall furnish two(2) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

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

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, 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.

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

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(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 workplans.

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

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

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

(3) Labor hours.

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

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour 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 cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

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

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

(g) The reports shall be submitted to the following addresses on or before

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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 workplans.

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(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour 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.

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(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 addresses on or before

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the 15 of each month following the first complete reporting period of the

contract. See EPAAR 1552.232 70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies	Addressee
1	Administrative Contracting Officer
1	Task Order Contracting Officer's Representative

F.5 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

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

F.6 FINAL REPORTS (EPAAR 1552.211-77) (APR 1984) DEVIATION

(a) "Draft Report"--The Contractor shall submit to the Project Officer one (1) copies of the draft final report on or before any due dates specified in individual task orders. The Contractor shall furnish to the Contracting Officer a copy of the letter transmitting the draft. The draft shall be typed double-spaced or space-and-a-half and shall include all pertinent material required in the final report. The Government will review for approval or disapproval the draft and provide a response to the Contractor after receipt within the number of calendar days specified in individual task orders. If the Government does not provide a response within the allotted review time, the Contractor immediately shall notify the Contracting Officer in writing.

(b) "Final Report"--The Contractor shall deliver a final report on or before the last day of the period of performance specified in the contract or individual task orders.

No. of Copies	Addressee
1	EPA Library
1	Contracting Officer
1	Project Officer

F.7 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1984)

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.

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F.8 EFFECTIVE PERIDD DF CONTRACT--TIME AND MATERIALS, LABOR HOUR, DR INDEFINITE OELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from 07/16/07 through 07/15/08.

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F.8 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 19E4)

The effective period of this contract is from 07/16/07 through 07/15/00.

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The effective period of this contract is from 07/16/07 through 07/15/08.

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

NONE

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

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

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

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

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

G.2 Task Order Procedures

The following procedures will be used by the Government to order work under this contract. The Contracting Officer may issue task orders by mail, facsimile, email, or by other selected commerce method. The Contractor will generally be allowed between seven (7) and fourteen (14) calendar days to prepare and submit the project plan and cost/price proposal. However, more or less time may be necessary based on the requirements.

New Task Orders Under Fair Opportunity Procedure
The Contracting Officer will issue written requests to Contractors in accordance with the fair opportunity procedures outlined in FAR 16.505(b) and any contract-level statements of work tailored as a result of a small business set-aside award. The written request will include a statement of work, a Government estimated level of effort, submission due date, evaluation factors/criteria, and other information deemed appropriate. The request will

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also include specific instructions for the submission of the project plan (e.g., oral or written, and distribution instructions) and cost estimate, as well as a submission due date.

Follow-oa Task Orders
In accordance with the fair Opportunity Procedures outlined in FAR 16.505(b), the Contracting Officer may issue a direct follow-on award to the incumbent task order Contractor. The written request will include the elements described above, and may request either:

(a) a project plan and cost/price proposal, or

(b) a cost/price proposal if the statement of work is substantially the same as the previous order.

Project Plan
The project plan shall include for each task, as appropriate:

(a) technical approach (if required) to perform the work ,

(b) staffing plan (including lead personnel, any teaming arrangements or subcontracted effort),

(c) risks,

(d) government furnished property (GFP), government furnished equipment (GFE), or government furnished data (GFD),

(e) delivery schedule, and

(f) any other requested information.

The project plan information should be brief (e.g. 3-5 pages, or more if necessary) stating compliance or exception to task order requirements, risks, assumptions, and conflict of interest issues. Plans shall not merely restate the statement of work requirements.

Price Cost Proposal
The price/cost proposal shall include detailed cost/price amounts for all resources required to accomplish work under the task order (e.g., labor hours, other direct costs, or travel) for each task, and an overall summary including any indirect rates for the prime and any subcontractor(s). At a minimum, the following data will be provided:

(a) appropriate labor categories and associated number of hours, identification of clerical labor, other direct costs elements, and any GFP, GFE, or GFD required.

(b) any other relevant information requested.

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(f) any other requested information.

The project plan information should be brief (e.g. 3-5 pages, or more if necessary) stating compliance or exception to task order requirements, risks, assumptions, and conflict of interest issues. Plans shall not merely restate the statement of work requirements.

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(a) appropriate labor categories and associated number of hours, identification of clerical labor, other direct costs elements, and any GFP, GFE, or GFD required.

(b) any other relevant information requested.

Unauthorized Work
The Contractor is not authorized to commence task performance prior to issuance of a signed task order or verbal approval provided by the Contracting Officer.

Task Funding Restriction
No unfunded tasks are allowed.

G.3 Task Order Conflict of Interest

Within twenty (20) days of receipt of a task order, the Contractor shall provide a conflict of interest certification. Before submitting the conflict of interest certification, the Contractor shall initially search through all of its available records to identify any actual or potential conflicts of interest. During the first three years of this contract, the Contractor shall search through all records created since the beginning of this contract, plus the records of the Contractor prior to the award of the blanket purchase agreement until a minimum of three years of records are accumulated. Once three years of records have accumulated, prior to certifying, the Contractor shall search its records, at a minimum, over the past three years immediately prior to the receipt of the task order. In the conflict of interest 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 conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this contract or relating to this contract have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this contract.

G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

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

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

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal

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Unauthorized Work
The Contractor is not authorized to commence task performance prior to issuance of a signed task order or verbal approval provided by the Contracting Officer.

Task Funding Restriction
No unfunded tasks are allowed.

G.3 Task Order Conflict of Interest

Within twenty (20) days of receipt of a task order, the Contractor shall provide a conflict of interest certification. Before submitting the conflict of interest certification, the Contractor shall initially search through all of its available records to identify any actual or potential conflicts of interest. During the first three years of this contract, the Contractor shall search through all records created since the beginning of this contract, plus the records of the Contractor prior to the award of the blanket purchase agreement until a minimum of three years of records are accumulated. Once three years of records have accumulated, prior to certifying, the Contractor shall search its records, at a minimum, over the past three years immediately prior to the receipt of the task order. In the conflict of interest 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 conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this contract or relating to this contract have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this contract.

G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

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

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

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -

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Unauthorized Work
The Contractor is not authorized to commence task performance prior to issuance of a signed task order or verbal approval provided by the Contracting Officer.

Task Funding Restriction
No unfunded tasks are allowed.

G.3 Task Order Conflict of Interest

Within twenty (20) days of receipt of a task order, the Contractor shall provide a conflict of interest certification. Before submitting the conflict of interest certification, the Contractor shall initially search through all of its available records to identify any actual or potential conflicts of interest. During the first three years of this contract, the Contractor shall search through all records created since the beginning of this contract, plus the records of the Contractor prior to the award of the blanket purchase agreement until a minimum of three years of records are accumulated. Once three years of records have accumulated, prior to certifying, the Contractor shall search its records, at a minimum, over the past three years immediately prior to the receipt of the task order. In the conflict of interest 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 conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this contract or relating to this contract have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this contract.

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

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -

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Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self designed forms which contain the required information.

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

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

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

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

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

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

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

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

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Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

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

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

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

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

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

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

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

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

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Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

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

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

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

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

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

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

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

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

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G.5 PAYMENTS--FIXED-RATE SERVICES CONTRACT (OCT 2000) (EPAAR 1552.232-73) (OCT 2000) DEVIATION

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

(a) Hourly rate.

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

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

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

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

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

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G.5 PAYMENTS--FIXED-RATE SERVICES CONTRACT (OCT 2000) (EPAAR 1552.232-73) (OCT 2000) DEVIATION

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

(a) Hourly rate.

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

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

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G.5 PAYMENTS--FIXED-RATE SERVICES CONTRACT (OCT 2000) (EPAAR 1552.232-73) (OCT 2000) DEVIATION

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

(a) Hourly rate.

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

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

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

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

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

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

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

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

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

(e) Audit. At any time before final payment under this contract, the

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

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

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

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

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

(e) Audit. At any time before final payment under this contract, the

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

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

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

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

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

(e) Audit. At any time before final payment under this contract, the

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

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

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

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

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

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

G.6 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire

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

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

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

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

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

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

G.6 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire

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

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

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

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

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

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

G.6 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire

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transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9 digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9 digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.7 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

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transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.7 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

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transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

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(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

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(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.7 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

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

cognizant agency (see FAR 42.705 1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

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

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

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

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

Cost Center
Period
Rate
Base

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

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

cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

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

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

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

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

contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

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

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

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

Cost Center
Period
Rate
Base

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

G.8 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer:

Stacey Wolejko
1200 Pennsylvania Av., NW
MC: 6270R
Washington, DC 20004

202-564-8902
202-565-2554 (Fax)
wolejko.stacey@epa.gov

Contract Specialist:

Stacey Wolejko
1200 Pennsylvania Av., NW
MC: 6270R
Washington, DC 20004

202-564-8902
202-565-2554 (Fax)

contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

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

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

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

Cost Center
Period
Rate
Base

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

G.8 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

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

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

Cost Center
Period
Rate
Base

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

G.8 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

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Administrative Contracting Officer:

Debbie Miller
1200 Pennsylvania Av., NW
MC: 3803R
Washington, DC 20004

202-564-1041
202-565-2554 (Fax)
Miller.debbie@epa.gov

G.9 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Task Order Contracting Officer's Representative (TOCOR). The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts and consultants:

Subcontractors:

(b)(4)

(b)(4)

Consultants:

(b)(4)

G.10 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(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 data will be furnished to the Contractor as specified in individual task orders.

G.11 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION

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

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

NONE

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

provisions of the "Government Property" clause.

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

U.S. Environmeatal Protection Ageacy
Property Administration Requirements (PAR)

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

2. DELEGATION DF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC 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 DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

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

1. Contract number for which the facilities are required.

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

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

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

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

6. If applicable, recommend the exception under FAR 45.302-1(a) or

EP W 07 071

provisions of the "Government Property" clause.

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

U.S. Environmental Protection Agency
Property Admiaistratioa Requiremeats (PAR)

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1. Contract number for which the facilities are required.

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

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

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

6. If applicable, recommend the exception under FAR 45.302-1(a) or

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provisions of the "Government Property" clause.

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

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

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

2. DELEGATION DF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC 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 DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

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1. Contract number for which the facilities are required.

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

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

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

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

6. If applicable, recommend the exception under FAR 45.302 1(a) or

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any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor acquired property (CAP).

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

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

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

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

5. RECORDS OF GOVERNMENT PROPERTY.

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

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

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

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

e. For Government vehicles, in addition to the data elements required by

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any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).

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

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

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

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

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

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

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e. For Government vehicles, in addition to the data elements required by

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e. For Government vehicles, in addition to the data elements required by

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EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

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

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

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

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

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

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

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar 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 and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

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e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

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Original to: EPA CO

1 copy: DCMC PA

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

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

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

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

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

c. Disposition Instructions.

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

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

Original to: EPA CO

1 copy: DCMC PA

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Original to: EPA CO

1 copy: DCMC PA

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c. Disposition Instructions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G.12 GOVERNMENT PROPERTY (JUN 03) (EPAAR 1552.245-73) (JUN 2003) DEVIATION

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

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

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

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Attachment 1

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

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Description;
Manufacturer;
Model;
Serial Number;
Acquisition Date;
Date received;
Acquisition Cost*;
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Location;
Contract Number;
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Attachment 1

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Description;
Manufacturer;
Model;
Serial Number;
Acquisition Date;
Date received;
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Location;
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(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

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

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

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

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

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.

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

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

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

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

3. REQUESTS FOR GOVERNMENT PROPERTY.

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

1. Contract number for which the facilities are required.

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

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

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

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

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

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Government.

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

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

The coatractor may not proceed with acquisition of facilitiez oa behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

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

5. RECORDS OF GOVERNMENT PROPERTY.

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

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

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

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted

Government.

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

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d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted

to the record in a timely manner following an action.

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

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

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

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

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

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

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

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

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

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

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following October 5.

f. Distribution shall be as follows:

Original to: EPA CPC

1 copy: DCMA PA, if contract is administered by DCMA

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

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

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

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

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

c. Disposition Instructions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Attachment 1

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 STOP WORK FOR TASK ORDERS

STOP WORK FOR TASK ORDERS

STOP-WORK ORDER clause (FAR 52.242-15) applies to individual task orders, as well as, the contract. In addition to the Contracting Officer, Ordering Officers identified in contract clause "ORDERING--BY DESIGNATED ORDERING OFFICERS" and On-Scene Coordinators may issue Stop-Work Orders in accordance with this clause. The ninety (90) day period stated in the STOP-WORK ORDER (FAR 52.242-15) clause is hereby reduced to fourteen (14) days when applied to task orders.

H.2 PLACE OF DELIVERY FOR TASK ORDERS

PLACE OF DELIVERY

The work required under the basic contract and options shall be completed and delivered in accordance with the delivery dates and locations contained in the individual task orders.

H.3 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION

(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.4 PRINTING (DEC 2005) (EPAAR 1552.208-70) (DEC 2005)

(a) *Definitions.*
"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.
"Composition" applies to the setting of type by hot metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.
"Camera copy" (or "camera ready copy") is a final document suitable for printing/duplication.

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

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

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

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

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

(b) *Prohibition.*

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

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

(c) *Affirmative Requirements.*

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

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

(d) *Permitted Contractor Activities.*

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

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered

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(3) The contractor may perform a requirement involving the multi color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

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

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

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

H.5 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994)

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

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

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

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

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

Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

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

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

H.6 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

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

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

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

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

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(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.

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

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

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

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

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Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

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

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

H.6 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

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

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

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

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H.7 TECHNICAL DIRECTIONS

TECHNICAL DIRECTION

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the task orders shall be given through issuances of Technical Direction Letters (TDLs) by the Task Order Contracting Officer's Representative.

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

(1) Date of TDL
(2) Contract and TDL number
(3) Reference to the relevant section or item in the statement of work
(4) Signature of TOPO

(c) Each TDL issued hereunder is subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the TD/IQ amount or delivery terms under the contract. In the event of a conflict between the TDL and this contract, the contract shall control.

(d) When the opinion of the Contractor, a technical direction calls for effort outside the contract and/or task order statement of work, the contractor shall notify the Contracting Officer thereof in writing within two (2) working days of having received the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the TOPO only in emergency circumstances, and provided that any oral technical direction given is reduced to writing by the TOPO within two (2) working days of issuance.

(f) Amendments to a TDL shall be in writing and include the information set forth in paragraph (b) above. A TDL may be amended orally only by TOPO in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communications amending the TDL by TDL modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk.

H.8 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of

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The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of

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contract performance (interim Report) or after the last 12 months (or less) of

contract performance (final Report) in accordance with EPAAR 1509.170 5. The contractor shall be evaluated based on the following ratings:

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

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

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

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

(1) Complete a description of the contract requirements;

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

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

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

(5) Provide additional information appropriate for the evaluation or

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contract performance (interim Report) or after the last 12 months (or less) of

contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

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

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

(5) Provide additional information appropriate for the evaluation or

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1 - Poor,
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3 - Good,
4 - Excellent,
5 - Outstanding,
N/A - Not Applicable.

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

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

(5) Provide additional information appropriate for the evaluation or

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future evaluations.

(b) The contracting officer shall:

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

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

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

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

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

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

(1) Review the Report;

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

(3) Complete contractor representation information; and

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

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

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

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written

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

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

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

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

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(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written

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

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

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

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

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

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

H.9 Advisory and Assistance

In order to ensure that there is no appearance or likelihood that Agency policies or decisions are made by non-EPA employees, or that Agency policy-makers and decision-makers are not improperly influenced by recommendations presented as contract deliverables, the Contractor shall:

(a) Thoroughly describe procedures used to arrive at any Contractor recommendations made to the Agency under this contract,

(b) Summarize the substance of any deliberations held regarding Contractor recommendations under this contract,

(c) Report any dissenting views regarding Contractor recommendations under this contract,

(d) Rank policy or action alternatives (if any exist) regarding Contractor recommendations under this contract,

(e) List sources relied upon to develop Contractor recommendations submitted under this contract,

(f) Otherwise make clear the methods and considerations upon which any recommendations submitted under this contract are based.

(g) Certify that conclusions are based on available data and shall submit

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(f) Otherwise make clear the methods and considerations upon which any recommendations submitted under this contract are based.

(g) Certify that conclusions are based on available data and shall submit

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all relevant information used in developing conclusions or options to the EPA for review or approval,

(h) Submit all reports, drafts, papers, etc. prepared in draft form to the EPA for review and approval (the submitted drafts shall include copies of literature cited or make reference to all citations in the document for EPA verification and approval),

(i) Ensure reports submitted by the Contractor shall be technically accurate, contain recommendations to the Agency (which will be used by EPA personnel in developing policy), and shall explain and rank policy or action alternatives, and

(j) Submit and follow a Conflict of Interest (COI) agreement where the Contractor shall not accept or participate in work that represents the interest of parties affected directly by regulations resulting from tasks under this contract.

H.10 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60)days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60 day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

Period	Minimum Amount	Maximum Amount
Option Period I	See Clause B.2	$6,161,804.58
Option Period II	See Clause B.2	$6,398,166.34
Option Period III	See Clause B.2	$6,627,702.95
Option Period IV	See Clause B.2	$6,874,882.12

(c) The "Effective Period of the Contract" clause will be modified as follows:

Period	Start Date	End Date
Option Period I	07/16/08	07/15/09
Option Period II	07/16/08	07/15/09
Option Period III	07/16/08	07/15/09
Option Period IV	07/16/08	07/15/09

all relevant information used in developing conclusions or options to the EPA for review or approval,

(h) Submit all reports, drafts, papers, etc. prepared in draft form to the EPA for review and approval (the submitted drafts shall include copies of literature cited or make reference to all citations in the document for EPA verification and approval),

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(j) Submit and follow a Conflict of Interest (COI) agreement where the Contractor shall not accept or participate in work that represents the interest of parties affected directly by regulations resulting from tasks under this contract.

H.10 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60)days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

Period	Minimum Amount	Maximum Amount
Option Period I	See Clause B.2	$6,161,804.58
Option Period II	See Clause B.2	$6,390,166.34
Option Period III	See Clause B.2	$6,627,702.95
Option Period IV	See Clause B.2	$6,874,882.12

(c) The "Effective Period of the Contract" clause will be modified as follows:

Period	Start Date	End Date
Option Period I	07/16/08	07/15/09
Option Period II	07/16/08	07/15/09
Option Period III	07/16/08	07/15/09
Option Period IV	07/16/08	07/15/09

H.11 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, 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 and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.12 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.13 EPA GREEN MEETINGS AND CONFERNCES

EPA GREEN MEETINGS AND CONFERENCES
(MAY 2007)

(a) The mission of the EPA is to protect human health and the environment. We expect that all Agency meetings and conferences will be staged using as many environmentally preferable measures as possible. Environmentally

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(MAY 2007)

(a) The mission of the EPA is to protect human health and the environment. We expect that all Agency meetings and conferences will be staged using as many environmentally preferable measures as possible. Environmentally

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preferable means products or services that have a lesser or reduced effect on the environment when compared with competing products or services that serve the same purpose.

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

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

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

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

H.14 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

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

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

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(7) Do you have an energy efficiency program? Please describe.
(8) Do you have a water conservation program? Please describe.
(9) Does your facility provide guests with paperless check-in & check-out?
(10) Does your facility use recycled or recyclable products? Please describe.
(11) Do you source food from local growers or take into account the growing practices of farmers that provide the food? Please describe.
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H.14 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

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

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

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

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H.14 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1904)

(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

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

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

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

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

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

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

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

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

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

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

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

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H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

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

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

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

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

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

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

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

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

(b) Possible circumstances where the Agency may release the Contractor's CBI

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(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.

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(b) Possible circumstances where the Agency may release the Contractor's CBI

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(b) Possible circumstances where the Agency may release the Contractor's CBI

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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 Eusiness Information for Claims of Confidentiality" and "Treatment of Confidential Eusiness 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.

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(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.

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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.);

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

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

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

H.17 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (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) below, 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 ninety (90) 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 EP-W-07-071 to Perrin Quarles Associates, 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

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(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.

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(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

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(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.

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(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 EP-W-07-071 to Perrin Quarles Associates, 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

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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 EP-W-07-071 to Perrin Quarles Associates. 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 at 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 EP-W-07-071 to Perrin Quarles Associates, it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

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

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

(b)(4)	- Program Manager
	- Executive Manager
	- Senior Manager
	Project Manager
	Project Manager

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

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

of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.19 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

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

H.20 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)

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

(b) Contractor personnel under this contract shall not:

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

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

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

(C) Employee Relationship:

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

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

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

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of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

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H.20 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)

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

(b) Contractor personnel under this contract shall not:

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

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

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

(C) Employee Relationship:

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

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

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

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(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.

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

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

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

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

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

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

(1) The Contractor should notify the Contracting Officer in writing promptly, within five (5) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

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

(ii) countermand any communication regarded as a violation,

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

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

H.21 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the

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(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.

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contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

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

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

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

H.22 ELECTRONIC SIGNATURES (EP-S 00-01) (SEP 2000)

As authorized by the current EPA Procurement Policy Notice on Electronic Signatures (see URL<http://www.epa.gov/oam/ptod/> for latest version), the Government and Contractor agree to accept each other's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only. [*List types of documents, or insert "None."*]

None

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The following types of documents shall be issued as signed, paper originals only. [*List types of documents, or insert "None."*]

None

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contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

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

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

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

H.22 ELECTRONIC SIGNATURES (EP-S 00-01) (SEP 2000)

As authorized by the current EPA Procurement Policy Notice on Electronic Signatures (see URL<http://www.epa.gov/oam/ptod/> for latest version), the Government and Contractor agree to accept each other's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only. [*List types of documents, or insert "None."*]

None

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At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents. [*List types of documents, or insert "None."*]

None

Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

H.23 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (EP-S 00-02) (SEP 2000)

The Task-Order and Delivery-Order Ombudsman for this contract is:

Name:	Corinne M. Sisneros
Address:	1200 Pennsylvania Avenue, N.W. 3801R Washington, D.C. 20460
Telephone Number:	(202) 564-4321
Facsimile Number:	(202) 565-2473
E-Mail Address:	<sisneros.corinne@epa.gov>

H.24 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (LOCAL LRT-01-01) (DEC 2001) DEVIATION

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

H.25 EPA SPONSORED MEETINGS, WORKSHOPS, CONFERENCES (LOCAL LRT-31-16) (DEC 2001)

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. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FPMR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will

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determine and advise contractor as to the availability of Federal facilities.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc. for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

The cost of beverages, food, refreshments, etc. consumed by participants or attendees shall not be an allowable charge under this contract.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

H.26 RETENTION AND AVAILABILITY OF CONTRACTOR FILES (LOCAL LW-04-02) (DEC 2001)

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

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

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

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

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

(1) All litigation involving the records has been finally settled and

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determine and advise contractor as to the availability of Federal facilities.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc. for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

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

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

(1) All litigation involving the records has been finally settled and

Page H-21 of 22

approval is obtained from the CO; or

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

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

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

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

H.27 GOVERNMENT CONTRACTOR RELATIONS (HQ-H-99-02)

(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 employees. It is therefore in the best interest of the Government to afford both parties a full and complete 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 personnel of other contractors, 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 employees to exercise personal judgement and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgement and discretion on behalf of the Contractor.

(2) Rules, regulations, directives and requirements which 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 installation, or who travel on Government transportation. This is not to

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(2) Rules, regulations, directives and requirements which 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 installation, or who travel on Government transportation. This is not to

Page H-22 of 22

be construed or interpreted to establish any degree of Government control which 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 under this contract are not subject to Federal income tax withholding.

(2) Payments under this contract are not subject to 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 under this contract.

(4) The contractor is not entitled to any 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.

H.28 POST AWARD CONFERNCE

A post-award conference shall be held within thirty (30) calendar days after contract award to:(1)achieve a clear mutual understanding of all contract requirements and, (2) to identify and resolve potential problems. Attendance will be required by representatives of the Contractor and the Environmental Protection Agency.

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

H.2E POST AWARD CONFERNCE

A post-award conference shall be held within thirty (30) calendar days after contract award to:(1)achieve a clear mutual understanding of all contract requirements and, (2) to identify and resolve potential problems. Attendance will be required by representatives of the Contractor and the Environmental Protection Agency.

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PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Lioting Contract Clauseo Incorporated by Reference

NDTICE:

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

FEDBRAL ACQUISITION REGULATION (48 CFR CHAPTBR 1)

NUMBER	DATB	TITLB
52.202 1	JUL 2804	DBFINITIONS
52.203 3	APR 1984	GRATUITIES
52.203 5	APR 1984	COVENANT AGAINST CONTINGENT FEBS
52.203 6	SEP 2806	RESTRICTIONS DN SUBCONTRACTOR SALBS TD THE GOVERNMENT (SBP 2086)
52.203 7	JUL 1995	ANTI KICKBACK PROCBDURES
52.203 8	JAN 1997	CANCBLLATIDN, RBSCISSIDN, AND RECOVERY OF FUNDS FDR ILLBGAL OR IMPROPBR ACTIVITY
52.203 18	JAN 1997	PRICB OR FBE ADJUSTMENT FDR ILLBGAL OR IMPROPBR ACTIVITY
52.203 12	SEP 2805	LIMITATION ON PAYMENTS TO INFLUBNCB CBRTAIN FBDBRAL TRANSACTIONS (SEP 2805)
52.204 4	AUG 2800	PRINTED OR COPIBD DDUBLE SIDBD DN RECYCLBD PAPBR
52.204 7	JUL 2806	CBNTRAL CONTRACTDR REGISTRATION (JUL 2086)
52.208 9	AUG 2806	CDNTRACTOR USB OF MANDATORY SOURCBS OF SUPPLY DR SERVICBS (JUN 2006)
52.209 6	SEP 2806	PROTBCTING THB GOVERNMENT'S INTBRBST WHEN SUBCDNTRACTING WITH CONTRACTDRS DBBARRED, SUSPBNDBD, OR PROPOSED FOR DBBARMENT (SBP 2006)
52.215 2	JUN 1999	AUDIT AND RECDRDS NEGDTIATIDN
52.215 17	DCT 1997	WAIVER DF FACILITIBS CAPITAL COST DF MONBY
52.219 7	JUN 2803	NDTICE DF PARTIAL SMALL BUSINESS SBT ASIDE
52.219 8	MAY 2804	UTILIZATION OF SMALL BUSINESS CDNCBRNS
52.219 9	SEP 2806	SMALL BUSINESS SUBCDNTRACTING PLAN (SBP 2006)
52.219 9	SEP 2806	SMALL BUSINESS SUBCDNTRACTING PLAN ALTERNATB II (SEP 2805)
52.219 14	DEC 1996	LIMITATIONS ON SUBCDNTRACTING
52.219 16	JAN 1999	LIQUIDATED DAMAGBS SUBCONTRACTING PLAN
52.219 25	DCT 1999	SMALL DISADVANTAGED BUSINBSS PARTICIPATIDN PROGRAM DISADVANTAGBD STATUS AND REPORTING

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2084	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2086	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2085	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2085)
52.204-4	AUG 2080	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2086	CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
52.208-9	AUG 2086	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (JUN 2806)
52.209-6	SEP 2086	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2806)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.219-7	JUN 2083	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2084	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	SEP 2086	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2806)
52.219-9	SEP 2086	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (SEP 2085)
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING

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PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
52.208-9	AUG 2006	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (JUN 2006)
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.219-7	JUN 2003	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	SEP 2006	SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006)
52.219-9	SEP 2006	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (SEP 2005)
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING

52.222 3	JUN 2003	CONVICT LABOR
52.222 26	APR 2002	EQUAL OPPORTUNITY
52.222 29	JUN 2003	NOTIFICATION OF VISA DENIAL
52.222 35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222 36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222 37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.223 6	MAY 2001	DRUG FREE WORKPLACE
52.225 13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.227 1	JUL 1995	AUTHORIZATION AND CONSENT
52.227 2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227 14	JUN 1987	RIGHTS IN DATA GENERAL
52.227 14	JUN 1987	RIGHTS IN DATA GENERAL ALTERNATE II (JUN 1987)
52.227 14	JUN 1987	RIGHTS IN DATA GENERAL ALTERNATE III (JUN 1987)
52.227 17	JUN 1987	RIGHTS IN DATA SPECIAL WORKS
52.232 16	APR 2003	PROGRESS PAYMENTS
52.232 16	APR 2003	PROGRESS PAYMENTS ALTERNATE I (MAR 2000) DEVIATION
52.232 16	APR 2003	PROGRESS PAYMENTS ALTERNATE III (APR 2003)
52.232 17	JUN 1996	INTEREST
52.232 23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232 25	OCT 2003	PROMPT PAYMENT
52.232 33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION
52.233 1	JUL 2002	DISPUTES
52.233 1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233 3	AUG 1996	PROTEST AFTER AWARD
52.233 4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237 3	JAN 1991	CONTINUITY OF SERVICES
52.242 3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242 4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242 13	JUL 1995	BANKRUPTCY
52.243 3	SEP 2000	CHANGES TIME AND MATERIALS OR LABOR HOURS
52.246 25	FEB 1997	LIMITATION OF LIABILITY SERVICES
52.249 4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249 6	MAY 2004	TERMINATION (COST REIMBURSEMENT)
52.249 6	MAY 2004	TERMINATION (COST REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249 14	APR 1984	EXCUSABLE DELAYS
52.253 1	JAN 1991	COMPUTER GENERATED FORMS

I.2 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be

52.222-3	JUN 2003	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-29	JUN 2003	NOTIFICATION OF VISA DENIAL
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.232-16	APR 2003	PROGRESS PAYMENTS
52.232-16	APR 2003	PROGRESS PAYMENTS ALTERNATE I (MAR 2000) DEVIATION
52.232-16	APR 2003	PROGRESS PAYMENTS ALTERNATE III (APR 2003)
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be

52.222-3	JUN 2003	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-29	JUN 2003	NOTIFICATION OF VISA DENIAL
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
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52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
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52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
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52.232-16	APR 2003	PROGRESS PAYMENTS ALTERNATE I (MAR 2000) DEVIATION
52.232-16	APR 2003	PROGRESS PAYMENTS ALTERNATE III (APR 2003)
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be

ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 07/16/07 through 07/15/08.

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

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

I.3 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(c) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

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

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

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

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ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 07/16/07 through 07/15/08.

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days beyond the expiration date of the contract.

I.5 OPTION TO EXTEND SERVICEZ (FAR 52.217-8) (NOV 1999)

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

I.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.7 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005) (FAR 52.219-4) (JUL 2005) DEVIATION

This clause does not apply to the small business set-aside portion of the RFP.

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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

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

(ii) Otherwise successful offers from small business concerns.

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days beyond the expiration date of the contract.

I.5 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (68) days of contract expiration.

I.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.7 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005) (FAR 52.219-4) (JUL 2005) DEVIATION

This clause does not apply to the small business set aside portion of the RFP.

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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

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

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 18 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days beyond the expiration date of the contract.

I.5 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

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

I.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.7 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005) (FAR 52.219-4) (JUL 2005) DEVIATION

This clause does not apply to the small business set-aside portion of the RFP.

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

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

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

(ii) Otherwise successful offers from small business concerns.

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

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219 23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

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

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

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

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

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

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

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(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

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

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

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

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

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

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

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(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

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

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

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

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

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

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

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between the sexes.

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

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

I.9 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (FAR 52.222-39) (DEC 2004)

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

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

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

Notice to Employees

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

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

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

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between the sexes.

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

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

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between the sexes.

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

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

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

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National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1 866 667 6572
1 866 316 6572 (TTY)
To locate the nearest NLRB office, see NLRB's website at
http://www.nlrb.gov

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

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

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

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

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

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

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

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

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

(f) The Department of Labor publishes the official employee notice in two

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National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)
To locate the nearest NLRB office, see NLRB's website at
http://www.nlrb.gov

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

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

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

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

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

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

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

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

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

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

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

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

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

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

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

(f) The Department of Labor publishes the official employee notice in two

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variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall

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

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

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

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

(Bnd of Clause)

I.10 Combating Trnfficking in Persons

52.222-50 Combating Trafficking in Persons.

1. As prescribed in 22.1705, insert the following clause:

Combating Trafficking in Persons (Apr 2006)

(a) Definitions. As used in this clause—

"Coercion" means-
(1) Threats of serious harm to or physical restraint against any person;
(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of

variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

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

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

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

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

(End of Clause)

I.10 Combating Trafficking in Persons

52.222 50 Combating Trafficking in Persons.

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Combating Trafficking in Persons (Apr 2006)

(a) Definitions. As used in this clause

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"Commercial sex act" means any sex act on account of which anything of

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

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

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

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

(End of Clause)

I.10 Combating Trafficking in Persons

52.222-50 Combating Trafficking in Persons.

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Combating Trafficking in Persons (Apr 2006)

(a) Definitions. As used in this clause—

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(1) Threats of serious harm to or physical restraint against any person;
(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of

value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract, including all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means a Contractor that has no more than one employee including the Contractor.

"Involuntary servitude" includes a condition of servitude induced by means of

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this contract, the Contractor shall ensure that its employees do not violate this policy.

(c) Contractor requirements. The Contractor, if other than an individual, shall establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in the performance of this contract. At a minimum, the Contractor shall

(1) Publish a statement notifying its employees of the United States Government's zero tolerance policy described in paragraph (b) of this clause and specifying the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;

(2) Establish an awareness program to inform employees about

(i) The Contractor's policy of ensuring that employees do not engage in

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value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

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(b) Policy. The United States Government has adopted a zero tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this contract, the Contractor shall ensure that its employees do not violate this policy.

(c) Contractor requirements. The Contractor, if other than an individual, shall establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in the performance of this contract. At a minimum, the Contractor shall—

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(2) Establish an awareness program to inform employees about—

(i) The Contractor's policy of ensuring that employees do not engage in

Page I-9 of 16

severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;

(ii) The actions that will be taken against employees for violation of such policy;

(iii) Regulations applying to conduct if performance of the contract is outside the U.S., including

(A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor; and

(B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2080 (18 U.S.C. 3261 3267), and 18 U.S.C 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States;

(3) Provide all employees directly engaged in performance of the contract with a copy of the statement required by paragraph (c)(1) of this clause and obtain written agreement from the employee that the employee shall abide by the terms of the statement; and

(4) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the contracting officer immediately of

(1) Any information it receives from any source (including host country law enforcement) that alleges a contract employee has engaged in conduct that violates this policy; and

(2) Any actions taken against employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c) or (d) of this clause may render the Contractor subject to

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee for the performance period in which the Government determined Contractor non compliance;

(5) Termination of the contract for default, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts for the acquisition of services.

I.11 SUBCONTRACTS (FAR 52.244-2) (AUG 1998)

(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).

severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;

(ii) The actions that will be taken against employees for violation of such policy;

(iii) Regulations applying to conduct if performance of the contract is outside the U.S., including-

(A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor; and

(B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2088 (18 U.S.C. 3261-3267), and 18 U.S.C 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States;

(3) Provide all employees directly engaged in performance of the contract with a copy of the statement required by paragraph (c)(1) of this clause and obtain written agreement from the employee that the employee shall abide by the terms of the statement; and

(4) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the contracting officer immediately of-

(1) Any information it receives from any source (including host country law enforcement) that alleges a contract employee has engaged in conduct that violates this policy; and

(2) Any actions taken against employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c) or (d) of this clause may render the Contractor subject to-

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts for the acquisition of services.

I.11 SUBCONTRACTS (FAR 52.244-2) (AUG 1998)

(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).

severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;

(ii) The actions that will be taken against employees for violation of such policy;

(iii) Regulations applying to conduct if performance of the contract is outside the U.S., including-

(A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor; and

(B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267), and 18 U.S.C 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States;

(3) Provide all employees directly engaged in performance of the contract with a copy of the statement required by paragraph (c)(1) of this clause and obtain written agreement from the employee that the employee shall abide by the terms of the statement; and

(4) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

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(1) Any information it receives from any source (including host country law enforcement) that alleges a contract employee has engaged in conduct that violates this policy; and

(2) Any actions taken against employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c) or (d) of this clause may render the Contractor subject to-

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts for the acquisition of services.

I.11 SUBCONTRACTS (FAR 52.244-2) (AUG 1998)

(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) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245 18, Special Test Equipment.

(c) 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 (d) or (e) of this clause.

(d) 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.

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

Time and Materials

(f)(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), (d), or (e) 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.

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"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) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) 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 (d) or (e) of this clause.

(d) 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.

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

Time and Materials

(f)(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), (d), or (e) 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.

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"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) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) 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 (d) or (e) of this clause.

(d) 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.

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

Time and Materials

(f)(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), (d), or (e) 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.

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(v) The subcontractor's current, complete, and accurate 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 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 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 cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

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

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

(2) The Contractor is not required to notify the Contracting Dfficer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) 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) Df the acceptability of any subcontract terms or conditions;

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

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

(h) 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).

(i) The Contractor shall give the Contracting Dfficer immediate written

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(v) The subcontractor's current, complete, and accurate 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 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 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 cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

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

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) 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.

(h) 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).

(i) The Contractor shall give the Contracting Officer immediate written

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(v) The subcontractor's current, complete, and accurate 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 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 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 cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

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

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) 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.

(h) 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).

(i) The Contractor shall give the Contracting Officer immediate written

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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.

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

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Subcontractors:

(b)(4)

Consultants:

(b)(4)

(b)(4)

I.12 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2006) (FAR 52.244-6) (SEP 2006)

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

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

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

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

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

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

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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

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

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

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

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

I.13 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

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

http://ecfr.gpoaccess.gov/cgi/t/text/text idx?sid-52c48b59c02b4481b8576a658c6e 69ab&c-ecfr&tpl-/ecfrbrowse/Title48/48cfrv6_02.tpl

I.14 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

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

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

I.15 EXECUTIVE ORDER 13201 - NOTIFICATION DF EMPLOYEE RIGHTS CONCERNING PAYMENT DF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)

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

NOTICE TD EMPLDYEES

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

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

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

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

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

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=52c48b59c02b4481b8576a658c6e 69ab&c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

I.14 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

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

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

I.15 EXECUTIVE ORDER 13201 - NDTIFICATION DF EMPLOYEE RIGHTS CONCERNING PAYMENT DF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)

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

NOTICE TO EMPLOYEES

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

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

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

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

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

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid-52c48b59c02b4481b8576a658c6e 69ab&c-ecfr&tpl-/ecfrbrowse/Title48/48cfrv6_02.tpl

I.14 AUTHORISED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

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

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

I.15 EXECUTIVE ORDER 13201 - NOTIFICATION DF EMPLOYEE RIGHTS CONCERNING PAYMENT DF UNION DUES DR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)

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

NOTICE TO EMPLOYEES

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

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

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

Board, Division of Information, 1099 14th Street, NW., Washington, D.C. 20570, 1 866 667 6572, 1 866 315 6572 (TTY).

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

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

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

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

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Board, Division of Information, 1099 14th Street, NW., Washington, D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY).

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

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

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

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

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Board, Division of Information, 1099 14th Street, NW., Washington, D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY).

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

SECTION J - LIST OF ATTACHMENTS

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

Number	Attachment Title
1	Statement of Work Technical and Dutreach Support Services for Domestic and Global Climate Initiatives and Global Climate Change Programs
2	EPAAR 1553.232 75, EPA Form 1980 68
3	Invoice Preparation Instructions
4	Subcontracting Plan

EP W 07 071

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PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR HQ 06 15587 are incorporated into this contract by reference.

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ATTACHMENT 1

CONSULTING SERVICES FOR CLIMATE CHANGE DIVISION

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ATTACHMENT 1

CONSULTING SERVICES FOR CLIMATE CHANGE DIVISION

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ATTACHMENT I
STATEMENT OF WORK
Technical and Outreach Support Services For Domestic and Global Climate Initiatives and Global Climate Change Programs

I. INTRODUCTION

The Climate Change Division (CCD) in the U.S. EPA's Office of Air and Radiation works to assess and address global climate change and the associated risks to human health and the environment. The CCD plays a key role in United States and international efforts to address climate change by developing the official annual GreenHouse Gas (GHG) inventory for the United States, implementing successful voluntary programs to reduce non-carbon dioxide (CO2) emissions, and rigorously analyzing CO2 and non-CO2 GHG emissions and economically efficient reduction measures. The CCD also works on terrestrial sequestration, geologic carbon capture and storage, impacts assessment, and adaptation options. CCD uses this work to communicate important climate analyses and strategies to policy-makers, experts, and United States climate negotiators; to build effective international capacity to analyze and reduce GHG emissions and associated air pollution, and to educate the public on climate change.

This Statement of Work (SOW) supports EPA in implementing a wide variety of activities that are required to fulfill the mission of the CCD.

II. BACKGROUND

In response to mounting concern over the potential risks posed by global warming, the United Nations Framework Convention on Climate Change (UNFCCC) was negotiated in Rio de Janeiro at the United Nations Conference on Environment and Development (also referred to as the "Earth Summit") in June 1992. More than 150 nations, including the United States, signed the treaty, which entered into force less than two years later, on March 21, 1994. The UNFCCC treaty has now been ratified by more than 155 nations.

The United States was the fourth nation overall, and the first industrialized nation, to ratify this landmark accord. Under this treaty, the world's industrialized nations pledged to establish policies and measures that reduce emissions of GHGs, and to work towards the long-term objective of "avoiding dangerous interference with the climate system." The United States is strongly committed to addressing the challenge of climate change with cost-effective policies that are good both for the environment and the economy. As a result, the United States approach is focused on improving our understanding of the science of climate change; developing win-win partnerships with the private sector, states, localities, and non-governmental organizations; and working with the international community to reduce the risks of climate change.

III. TASKS

The Contractor shall perform the following tasks in accordance with Addendum I, "Programmatic Topic Areas" and Addendum II, "Glossary".

A. Analysis, Assessment, and Policy/Program Development

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A. Analysis, Assessment, and Policy/Program Development

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The Contractor shall conduct required analyses and assessments to facilitate EPA development and implementation of policies and programs to mitigate the causes of, and/or adapt to, climate change. The Contractor shall:

1. Support CCD efforts to develop the annual Inventory of United States GHG Emissions and Sinks report submitted to the United Nations Framework Convention on Climate Change (UNFCCC). Estimate GHG emissions from the six GHGs required by the UNFCCC, including, but not limited to, carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. Calculate carbon dioxide emissions that are removed from the atmosphere by "sinks." Use accepted international methodologies, such as those developed by the Intergovernmental Panel on Climate Change (IPCC), while investigating new methodologies and data sources applicable to United States sources and sinks.

2. Estimate GHG emissions and sinks across all sectors at the national, state, corporate, and project level. Conduct research on methodological advances in GHG emission and sink estimation.

3. Develop guidance for other government agencies, non-governmental organizations, and or methods for corporate-level, or facility-level GHG inventories, as well as emissions or emissions reductions from specific projects. The contractor shall assist in the development of guidance on methodologies for estimating direct GHG emissions from activities or indirect GHG emissions from purchases of off-site electricity. Investigate and develop guidance or methods for GHG emission monitoring and reporting

4. Identify, conduct, and evaluate environmental and technical analyses of climate change and ozone depletion such as the atmospheric science impacts of GHGs from aviation and shipping, the public health implications of reducing GHGs and particulate matter emissions and the effects of sinks on GHG concentrations, carbon capture and storage.

5. Identify, conduct and evaluate technical analyses of the impacts of climate change. Analyze potential and actual impacts of climate change on key regions and sectors of the United States, including human health, forestry and agriculture, energy production and consumption, water resources, coastal zones, natural ecosystems and wildlife, national parks, and tourism. The Contractor shall also consider impacts outside the United States.

6. Analyze potential and actual impacts of sea level rise on coastal lands, ecosystems, and infrastructure. The Contractor shall use digital elevation or terrain models, wetlands data, tidal data, and Geographic Information System (GIS) to map areas within 50 or 100 cm of mean spring high water, as well as higher elevations if necessary. The Contractor shall use local knowledge to estimate and qualitatively describe the ecological impacts of sea level rise.

7. The contractor shall develop GIS mapping tools to inform economic, impact, risk, and other analysis or modeling. This could include but is not limited to maps of mitigation opportunities and sensitive environmental areas such as wetlands.

8. Analyze options for adapting to sea level rise, including rolling easements, setbacks, land use planning, and coastal engineering. The Contractor shall use local knowledge of land-use, coastal

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zone policies and various shore-protection strategies on wetlands and beaches to develop maps illustrating the lands likely to be elevated as the sea rises, protected with dikes, or allowed to be inundated or eroded.

9. Identify, conduct and evaluate economic and policy analyses of climate change mitigation strategies for CO2 and non- CO2 GHG emissions. Analyses may be for specific United States sectors (e.g., energy, industry, transportation, forestry and agriculture), for the entire United States economy, or for key world regions. The Contractor shall identify, conduct and evaluate studies of the economic costs and benefits of incentives and subsidies, regulations, policies, partnership programs, market mechanisms, bans, and de-regulatory activities.

10. Identify, analyze and evaluate technologies, chemicals, and processes relevant to climate change, energy efficiency, clean energy, and air quality

11. Identify, conduct and evaluate energy analyses of policies, voluntary methane reduction programs, other programs, and activities such as the enhanced efficiency improvements as a result of state and local partnerships, international partnerships, and expanded sources of clean power as a result of international technology transfer.

12. Conduct market and industrial analyses of sectors that produce, consume, manage, import, or sell products that contain GHGs and substitutes.

13. Identify, develop and conduct risk assessments for GHGs, and particulate matter, human health effects, and environmental effects. Conduct risk assessments related to climate change issues and air quality.

14. Identify, develop, analyze, and evaluate domestic and international measures, research, projections, policies, programs, mechanisms and activities to a) mitigate emissions of GHGs, and other associated pollutants, b) communicate about these environmental problems or c) create resilience through adaptation. For example, analyze institutional barriers to implementing climate policies, and assess the effectiveness of country-specific institutions to perform functions called for under the UNFCCC; assess effectiveness of national communications produced by developing and Economies in Transition (EIT) countries; and/or identify, develop and analyze policy options and guidance such as opportunities for state and local or international governments to simultaneously enhance domestic energy supplies and meet air quality goals.

15. Analyze regulatory impacts of EPA actions on such areas as other government regulatory and policy priorities, burdens on affected parties, impact on small business, and societal costs and benefits of programs and actions. Analyze the effects of international energy efficiency programs on GHG reductions and government regulations and policies. Analyze associated environmental, economic, technical, and other impacts of EPA and other programs and activities.

16. Identify and analyze opportunities for coordination with other domestic and international initiatives to achieve program objectives.

17. Identify, conduct, and evaluate studies of domestic and international accomplishments toward

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meeting air quality, climate change, and other relevant environmental goals as affected by treaties, domestic or foreign legislation, policies, and programs. Support development of related reports or other documents for distribution to stakeholders.

18. Develop or access appropriate models to conduct analyses, including review, testing, and modification of models. Run models to perform direct analyses and sensitivity analyses of a wide variety of relationships. Compare modeling results to results from other models and runs.

19. Research, analyze, and evaluate domestic and international measures, policies, programs, mechanisms and activities related to GHG emissions. Analyze environmental, economic, technical, and other impacts of EPA programs and activities. Identify and analyze opportunities for coordination with other domestic and international initiatives to achieve program objectives.

20. Conduct research and prepare reports in areas where literature searches do not provide sufficient information, and for other purposes such as to conduct industry survey scans of key activities and actors, to summarize economic, scientific, technological, and environmental trends and advances. The Contractor shall analyze and report on trends in government, business, non-governmental organizations and other sectors that might affect EPA's domestic and international activities such as capacity building, policy and program development or implementation.

21. Conduct literature reviews through materials such as books, reports, journals, articles, conference proceedings, web pages, and unpublished documents. These reviews shall include preparation of bibliographies and accurate citations.

B. Support of Policy and Program Implementation

The Contractor shall:

1. Develop, recommend and implement marketing strategies and other program approaches to communicate facts on climate change at the domestic and international level.

2. Develop, recommend and implement marketing strategies and other program approaches to raise awareness of the impacts of emissions, and to promote adaptation to sea level rise, increasing temperatures, changing precipitation patterns, and other impacts of climate change. (For example, work with state and local government and the private sector to increase the ability of wetlands to survive sea level rise by ensuring that some wetlands are able to migrate inland as the sea rises).

3. Aid in recruiting efforts. Recruiting is defined as the process by which new volunteers (EPA Partners) are brought into EPA sponsored programs. The contractor shall have the capability to undertake recruiting tasks for programs under all areas of the SOW:

   - Identify and solicit new partnership agreements,
   - Identify target audiences for specific programs;
   - Identify key issues or barriers that influence or constrain the decision of various target audiences to participate in a program;
   - Identify options for overcoming barriers and/or addressing issues;
   - Develop recruiting tools, including recruiting packages, and information to address barriers;

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meeting air quality, climate change, and other relevant environmental goals as affected by treaties, domestic or foreign legislation, policies, and programs. Support development of related reports or other documents for distribution to stakeholders.

18. Develop or access appropriate models to conduct analyses, including review, testing, and modification of models. Run models to perform direct analyses and sensitivity analyses of a wide variety of relationships. Compare modeling results to results from other models and runs.

19. Research, analyze, and evaluate domestic and international measures, policies, programs, mechanisms and activities related to GHG emissions. Analyze environmental, economic, technical, and other impacts of EPA programs and activities. Identify and analyze opportunities for coordination with other domestic and international initiatives to achieve program objectives.

20. Conduct research and prepare reports in areas where literature searches do not provide sufficient information, and for other purposes such as to conduct industry survey scans of key activities and actors, to summarize economic, scientific, technological, and environmental trends and advances. The Contractor shall analyze and report on trends in government, business, non-governmental organizations and other sectors that might affect EPA's domestic and international activities such as capacity building, policy and program development or implementation.

21. Conduct literature reviews through materials such as books, reports, journals, articles, conference proceedings, web pages, and unpublished documents. These reviews shall include preparation of bibliographies and accurate citations.

B. Support of Policy and Program Implementation

The Contractor shall:

1. Develop, recommend and implement marketing strategies and other program approaches to communicate facts on climate change at the domestic and international level.

2. Develop, recommend and implement marketing strategies and other program approaches to raise awareness of the impacts of emissions, and to promote adaptation to sea level rise, increasing temperatures, changing precipitation patterns, and other impacts of climate change. (For example, work with state and local government and the private sector to increase the ability of wetlands to survive sea level rise by ensuring that some wetlands are able to migrate inland as the sea rises).

3. Aid in recruiting efforts. Recruiting is defined as the process by which new volunteers (EPA Partners) are brought into EPA sponsored programs. The contractor shall have the capability to undertake recruiting tasks for programs under all areas of the SOW:

   - Identify and solicit new partnership agreements,
   - Identify target audiences for specific programs;
   - Identify key issues or barriers that influence or constrain the decision of various target audiences to participate in a program;
   - Identify options for overcoming barriers and/or addressing issues;
   - Develop recruiting tools, including recruiting packages, and information to address barriers;

- Make recruiting presentations to prospective partners/allies;
- Work with existing partners to encourage peer and general recruiting of new partners/allies.

4. Develop, evaluate, and verify baseline emissions estimates and inventories. Provide technical assistance to create baseline emissions for partners. Develop and implement software tools to estimate and track emissions and emissions reductions for use by programs or stakeholders.

5. Develop protocols for monitoring and verification of emissions reduction activities from domestic and international projects

6. Develop program tools such as software tools, benchmarking tools, web-based calculators, tools for routine data entry and analysis, and diagnostic tools for target audiences to determine emissions, potential reductions from projects, and assist adaptation to impacts of climate change; develop web pages and web sites to assist in information transfer of emerging technologies, methodologies, programs, and projects. Assist in the development of web-based training programs.

7. Assess technical assistance resources. The Contractor shall assess opportunities to promote the availability of technical assistance programs and identify gaps in technical assistance services.

8. Provide technical assistance, develop and analyze program messages, options and tools relating to the impacts of climate change and adaptive strategies.

9. Provide assistance to work with domestic and international organizations such as the Global Environmental Facility and in-country organizations who promote energy efficiency and GHG emissions reductions and air quality programs.

10. Design, develop, test, and deploy information technology applications to facilitate EPA climate and air quality programs.

11. Support EPA domestic and international capacity building for the design and operation of effective climate and air quality programs.

12. Provide support and assistance to project developers in the implementation of both domestic and international projects.

13. Support EPA efforts to ensure Information Quality by developing and/or implementing Quality Assurance and/or Quality Control plans (QA/QC), conducting accuracy assessments, and conducting or facilitating peer review.

C. Policy/Program Evaluation
The Contractor shall:

1. Develop and implement program and policy performance metrics and evaluate effectiveness of marketing and communications programs.

2. Evaluate program results and consistency with goals; gather data and perform Quality

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Assurance/Quality Control practices (QA/QC).

3. Analyze and report program results.

4. Develop and test survey instruments, conduct surveys and analyze survey data to investigate subject matter described in this SOW. The Contractor shall provide all available data to the Contracting Officer's Representative (COR). Prepare information collection analyses to meet Paperwork Reduction Act and Information Collection Request requirements. Survey work conducted under this task shall conform to the Paperwork Reduction Act and other Office of Management and Budget (OMB) rules of Informatioo Collection Requests.

5. Conduct peer review of studies or analyses. Peer review shall be performed in accordance with EPA Peer Review Guidelines available at http://epa.gov/peerreview/index.htm.

6. Assist EPA in assessment of the feasibility of various domestic and/or international climate change policies.

7. Develop and implement program and policy performance metrics to evaluate effectiveness of programs, both domestic and international.

D. Analytical Modeling and Database Activities
The coatractor shall:

1. Support EPA in performing analytical modeling for a variety of purposes, including assessment of emissioas and sequestration fluxes from various sources, assessment of the climatological or atmospheric impacts of various emission reduction scenarios, and assessment of emission reduction methods (in terms of technical, economic or financial impacts) on a global, national, regional, or site-specific basis. The Cootractor shall develop, construct, assess, refine and use a range of analytical modeling tools related to all prugram areas under the SOW. (For example: input-output models, simulation models, energy sector models, integrated assessment models, discounted cash-flow models, or other commoo model types.)

2. Identify, quantify, explain and synthesize potential climate change impacts for the United States, and possibly international impacts, especially where there are significant implications for the United States (e.g., world food production). This work includes both market (e.g., energy production and consumption, forestry and agriculture, coastal damages and shore protection costs) and non-market (e.g., human health, ecosystem services, recreational use of public resources) impacts in the United States.

3. Validate, and nia mathematical models that can be used to analyze physical-chemical processes, simulate biological responses, analyze economic systems and assess options for mitigation, adaptation, or other strategies, and track progress of actions taken to mitigate or adapt to climate change. In addition, the Coatractor shall review models developed by others and analyze results in terms of accuracy of assumptions and quality of analysis. Models requiring direct development, support, utilization or some combination thereof include the following:

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- Emissions Modeling: Identify past, current and future emissions levels, on a global, regional, national, local or site-specific basis. The Contractor shall characterize source industries in detail and identify the specific processes within those industries producing emissions.

- Economic Modeling of Emission Mitigation: Catalog and evaluate the applicability of available and emerging technologies to cost-effectively reduce emissions from various sources. The Contractor shall estimate the penetration of such technologies using a variety of platforms including, but not limited to, energy sector models such as Second Generation Model (SGM), forestry and agriculture models, and spreadsheet-based models. The Contractor shall develop methodologies to estimate emissions and costs of mitigation on a global, national, regional, or site-specific basis. The Contractor shall develop mitigation options and cost estimates, develop and assess approaches to incorporate bottom-up modeling results into top-down, general equilibrium modeling efforts.

- Integrated Assessment, Climate, and Atmospheric Modeling: Model the atmospheric impacts of various emissions scenarios and the atmospheric interactions of various gases in conjunction with the economic impacts of mitigation, assess different feedback effects and ecological and other types of responses, simulate the world economy through time with the objective of producing scenarios of GHGs and their precursors emitted as a result of human activities, and provide resulting emissions scenarios to serve as inputs into coupled atmospheric chemistry-climate models along with scenarios of natural emissions of GHGs from ecosystems modeling to produce scenarios of climate change induced by GHGs. The Contractor shall develop improved estimates of the economic costs and climatic implications of measures to reduce emissions of GHGs, particularly focused on the non-CO2 GHGs.

E. Outreach and Support

The Contractor shall be prepared to undertake outreach activities for the EPA's programs including the development of outreach materials, program summaries and fact sheets, public education materials, public recognition materials, and technical outreach materials targeted at various industry and interest groups. The Contractor shall be prepared to use a variety of media in disseminating outreach materials, including hard copies; graphics and audio-visual materials for presentations, including computer briefing programs; electronic bulletin boards, web pages, and the Internet; CD-Rom and/or other interactive computer systems; videos/DVDs; public recognition materials and non-paid advertisements; and posters and booths suitable for trade-show displays. The Contractor shall:

1. Prepare Information and Educational Materials: Develop informational brochures CDs, videos/DVDs, educational programs, kits and other tools for formal and informal learning as well as other materials for dissemination to the public at large or specific technical/education-oriented groups in the United States and elsewhere. These activities include translation to and from foreign languages. (For example: brochures, posters, program documents, program logos, folders, labels, postcards, slides, photographs, newsletters, articles, awards and certificates, buttons, annual reports on programs, outreach presentations, banners, displays, booths and kiosks, maps, billboards, bus/train placards, briefings, and charts.)

2. Prepare Graphics and Audio-Visuals: Develop graphics and audio-visual materials for briefings, meetings, workshops, and public presentations, and for general information dissemination. These

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activities include drafting of figures, composition and production of 35 mm slides or view graphs, posters, charts, or computer briefing programs with animation, and translation. The Contractor shall provide quick-response (i.e. 24 hours) capability for multiple revisions as required.

3. Prepare Electronic Bulletin Boards, Web Pages and Internet Systems: Develop electronic bulletin boards, Web pages and other similar functions on the Internet for general information dissemination. The Contractor shall provide computer design and programming, development of various enhancements including hot-links to other similar materials, e-mail links to EPA, document download capabilities, frequent updates to keep material current, assessment and implementation of innovative approaches to using the Internet and/or similar systems as a program outreach tool.

4. Develop CD/ROM or other interactive computer systems to convey key general or technical information about program areas covered in the SOW.

5. Videos: Develop videotapes/DVDs for the general public and educators or more technical audiences on programs and/or technologies covered in the SOW. These activities include concept development, scripting, preparation of story boards, filming and editing, and other activities necessary to prepare and distribute high-quality video products.

6. Develop high-quality public recognition materials and advertisements suitable for placement in EPA documents, conference proceedings, trade journals, or other similar materials. The Contractor shall create, design, lay-out, and produce various materials. The Contractor shall coordinate the placement of non-paid advertisements as required. The Contractor shall not place non-paid advertising in newspapers and other media without prior approval from the EPA.

7. Provide posters, computer demonstrations, or other materials for display in booths or on tables at trade shows for the program areas covered in the SOW. The Contractor shall provide concept development, booth or table layout design, development of professional posters, computer demonstrations, automatic slide shows, and other related materials as part of the booth or table, and preparation of booths or tables suitable for installation in exhibition areas at conferences or other public gatherings.

8. Provide coordination for climate program clearinghouses which serve to link United States companies, academic institutions and government organizations for the development of climate programs and projects internationally. The Contractor shall provide coordination for web-based program-related clearinghouses that disseminate information, (e.g. case studies, publications, United States government program websites, and other information, both nationally and internationally). The Contractor shall provide technical and economic evaluations, development of outreach materials, translation services, development of training programs, travel and logistical services, and information gathering.

9. Edit, lay-out, prepare graphics, obtain reviewer comments, and undertake all other activities necessary to convert a draft report into a "camera-ready" document ready to be sent to a printer. This task does not include printing.

F. Logistical Tasks

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F. Logistical Tasks

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F. Logistical Tasks

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The Contractor shall collect and disseminate information to events including expert meetings, workgroup meetings, conferences, colloquia, workshops, training programs and other means of public contacts. The Contractor shall provide support for technical workshops, outreach meetings, recognition events, and training programs. (See Addendum II, "Glossary of Terms" for descriptions of these events).

The Contractor shall provide a full range of logistical services. The Contractor shall identify and retain appropriate participants, facilitators, speakers, translators, and logistical assistants; provide food in accordance with Federal Appropriation Regulations; secure meeting and conferences facilities including supporting equipment, and produce agendas, records, and proceedings. The Contractor shall develop agendas in conjunction with the EPA. The Contractor shall prepare mailing lists, announcements, and draft press releases to notify potential attendees of scheduled meetings and or conferences, subject to EPA review and approval. The Contractor shall provide all relevant logistical meeting and or conference services as determined by the EPA. Accordingly, the Contractor shall:

1. Pre-Meeting/Conference Tasks:
   - Identify possible conference sites: Priority shall be given to EPA or other Government facility meeting space. The Contractor shall identify outside conference sites if no suitable EPA or Government space is available.
   - Reserve meeting rooms and other areas needed for registration, displays, and arrange for copying and audiovisual equipment, microphones, and room setups.
   - Prepare and/or distribute all pre-conference or meeting information to the participants, including review drafts, pre-registration forms, informational pamphlets, and agendas.
   - Provide for and convey all materials such as registration packets, name badges and other meeting materials to conference site.
2. On-Site Meeting/Conference Tasks:
   - Conduct inspections of the meeting/conference with site personnel to ensure that facilities, furniture, equipment and signs are appropriate
   - Conduct registration and distribution of conference and meeting materials
   - Provide reporting, transcription, and/or note taking services, typing, reproduction and photocopying services
   - Provide reporting, transcription, and/or note taking services, typing, reproduction and photocopying services
   - Provide interpretation services (voice) and provide translation services of documents to and from English, and other languages as necessary, to accommodate non-English speaking participants.
3. Post-Meeting/Conference Tasks:
   - Distribute draft proceeding summaries for review and comment, and make final revisions to the document taking into account such comments, as well as the COR's review comments.

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The Contractor shall collect and disseminate information to events including expert meetings, workgroup meetings, conferences, colloquia, workshops, training programs and other means of public contacts. The Contractor shall provide support for technical workshops, outreach meetings, recognition events, and training programs. (See Addendum II, "Glossary of Terms" for descriptions of these events).

The Contractor shall provide a full range of logistical services. The Contractor shall identify and retain appropriate participants, facilitators, speakers, translators, and logistical assistants; provide food in accordance with Federal Appropriation Regulations; secure meeting and conferences facilities including supporting equipment, and produce agendas, records, and proceedings. The Contractor shall develop agendas in conjunction with the EPA. The Contractor shall prepare mailing lists, announcements, and draft press releases to notify potential attendees of scheduled meetings and or conferences, subject to EPA review and approval. The Contractor shall provide all relevant logistical meeting and or conference services as determined by the EPA. Accordingly, the Contractor shall:

1. Pre-Meeting/Conference Tasks:
   - Identify possible conference sites: Priority shall be given to EPA or other Government facility meeting space. The Contractor shall identify outside conference sites if no suitable EPA or Government space is available.
   - Reserve meeting rooms and other areas needed for registration, displays, and arrange for copying and audiovisual equipment, microphones, and room setups.
   - Prepare and/or distribute all pre-conference or meeting information to the participants, including review drafts, pre-registration forms, informational pamphlets, and agendas.
   - Provide for and convey all materials such as registration packets, name badges and other meeting materials to conference site.
2. On-Site Meeting/Conference Tasks:
   - Conduct inspections of the meeting/conference with site personnel to ensure that facilities, furniture, equipment and signs are appropriate
   - Conduct registration and distribution of conference and meeting materials
   - Provide reporting, transcription, and/or note taking services, typing, reproduction and photocopying services
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G. Project Development and Implementation

The Contractor shall conduct required analyses and assessments to facilitate EPA development and implementation of projects to mitigate the causes of climate change. The Contractor shall:

1. Conduct analyses and investigation necessary to identify GHG emission reduction project opportunities in the United States and internationally. The contractor shall evaluate site-specific conditions related to various emissions or avoided emissions of GHG and identify sites with strong potential to cost-effectively reduce emissions.

2. Conduct site-specific feasibility and engineering work on GHG reduction opportunities being promoted by programs under the SOW. These activities would determine the applicability of available or emerging technologies to reduce GHG emissions under site-specific conditions in the United States or abroad. The Contractor shall perform site-specific investigations including technical feasibility studies; engineering analyses; costs and revenue assessments. Analyses may be undertaken in the United States and internationally.

3. The Contractor shall evaluate the applicability of common technologies and techniques under different conditions. The Contractor shall analyze the potential to adapt existing technologies at specific sites and shall assess the applicability of available technologies and techniques for maximizing emission reductions. The Contractor shall evaluate issues involving the application of available and emerging technologies under the technical and institutional conditions of the site or sites being investigated.

4. The Contractor shall identify and analyze project implementation issues such as permitting, legal or regulatory issues, and financing issues. The Contractor shall also assist EPA in addressing these issues.

5. The Contractor shall conduct demonstrations of and training on proven emission reduction technologies and management practices to advance project development and implementation opportunities.

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ADDENDUM I
Programmatic Topic Areas

This addendum covers current work areas and future or other programs that are integral to the mission of the Climate Change Division and/or its successor organization(s).

I. **Methane and High-Global Warming Potential (GWP) Gases**

This work area covers all of the activities related to the EPA Climate Change Division's (CCD's) voluntary methane and High-GWP emission reduction programs and Methane to Markets Partnership. The Methane to Markets Partnership is a voluntary, non-binding framework for international cooperation to advance the recovery and use of methane as a valuable clean energy source. The role of the Partnership is to bring diverse organizations together with international governments to catalyze the development of methane projects. The private sector, the research community, development banks and other governmental and non-governmental organizations are encouraged to collaborate with the Partners and contribute to the Partnership by joining the Project Network. Each program area is discussed below.

A. **Coal Mining.** This work area focuses on encouraging coal mines to recover and use or oxidize methane that is otherwise wasted during the process of mining. EPA's Coalbed Methane Outreach Program is working with the coal industry and others to identify and remove obstacles to investments in methane recovery and to raise awareness of opportunities for profitable investments.

B. **Natural Gas Systems.** This work area focuses on reducing methane emissions from all segments of the natural gas industry. This work area includes the Natural Gas STAR Program, which is a voluntary government/industry partnership that encourages both domestic and international oil and natural gas companies to adopt cost-effective "best management practices" that can profitably reduce methane emissions.

C. **Landfilling of Wastes.** This work area focuses on encouraging municipal solid waste landfills to collect and use the methane generated during the decomposition of waste. This work area includes the Landfill Methane Outreach Program, which works with state, local, utility and industry allies to foster profitable project development.

D. **Livestock Manure Management Systems.** This work area seeks to reduce methane emissions from livestock manure management systems by promoting on-farm methane recovery and energy use. This work area includes the AgSTAR Program, which is an educational outreach program for confined livestock production facilities handling wastes as liquids, slurries, and semisolids to install methane and other GHG reducing processes as part of their waste management systems.

E. **Other Methane Sources:** This work area focuses on methane sources such as ruminant livestock digestive systems, waste water treatment, rice cultivation, and others to include the full range of natural and anthropogenic methane sources.

F. **Semiconductor Manufacturing.** This work area focuses on reducing Perfluorocarbons (PFCs), Hydrofluorocarbons (HFCs), Sulfur Hexafluoride (SF6), and Nitrogen Trifluoride (NF3) emissions from

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G. **Magnesium Production.** This work area focuses on reducing emissions of SF6 from the magnesium industry by identifying alternatives and encouraging equipment optimization and refinements in gas management. This work area includes the SF6 Emission Reduction Partnership for the Magnesium Industry where companies agree to use less SF6 and find environmentally friendly alternative cover gases.

H. **Primary Aluminum Production.** This work area focuses on reducing PFC emissions from the primary aluminum smelting industry. This work area includes the Voluntary Aluminum Industry Partnership where participating companies work with the EPA to improve aluminum production efficiency while reducing PFC emissions.

I. **Electric Power Systems.** This work area focuses on reducing SF6 emissions from electric power systems by improving maintenance policies and training programs, replacing older equipment, and utilizing SF6 recycling and advanced leak detection technologies. This work area includes the SF6 Emission Reduction Partnership for Electric Power Systems that provides a forum for the EPA and the electric power industry to work together to reduce SF6 emissions to technically and economically feasible levels.

J. **Chlorodifluoromethane (HCFC-22) Production.** This work area focuses on reducing emissions of Trifluoromethane (HFC-23), which are generated as a by-product in the manufacture of HCFC-22. This work area includes the HFC-23 Emission Reduction Program which encourages United States producers of HCFC-22 to develop and implement technically feasible, cost-effective processing practices or technologies to reduce emissions.

K. **Methane to Markets Partnership.** This area focuses on assisting in the implementation of the Partnership. Activities may include but are not limited to the following:

- Developing and/or implementing specific methane capture and use projects and other GHG reducing processes. Such projects may include pre-feasibility studies, feasibility studies, technology demonstrations that may require site specific engineering design and installation assistance.
- Provide technology and science specific training to transfer technology and facilitate capacity building.
- Provide oversight and training in monitoring and evaluation of technologies to characterize processes performance relative to air, water, and costs.
- Identifying cost-effective opportunities to recover methane emissions for energy production and potential financing mechanisms to encourage investment.
- Identifying and promoting areas of bilateral, multilateral, and private sector collaboration on methane recovery and use.

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- Developing improved emissions estimates and identifying the largest relevant emission sources to facilitate project development.
- Improving the legal, regulatory, financial, institutional, and other conditions necessary to attract investment in methane recovery and utilization projects.
- Identifying and implementing collaborative projects aimed at addressing specific challenges to methane recovery, such as raising awareness in key industries, removing barriers to project development and implementation, identifying project opportunities, and demonstrating technologies.
- Developing and implementing a process for evaluating progress and reporting results.

II. Climate Science Impacts and Adaptation

This work area focuses on the science, impacts, and adaptation to climate change. Climate Science refers to the assessments of the processes that contribute to changes in climate; including the issues that are examined by Working Group 1 of the Intergovernmental Panel on Climate Change. Climate Impacts refer to the effects of global and regional changes in temperatures, precipitation, winds, humidity, and other aspects of weather on human activities and the environment. Adaptation to climate change includes measures that people and institutions might undertake either as a reaction to, or in anticipation of, changes in climate.

A. **Geologic Sequestration.** The EPA is interested in helping ensure that research and demonstration of CO2 sequestration practices is conducted in a manner that is safe to the local environment and beneficial to the global environment. The EPA interest includes understanding if work performed by the United States government and other organizations is effectively addressing two broad issues:

- Understanding the permanence of CO2 storage and the potential for leakage of CO2 into the atmosphere. If there is leakage, understanding the rate of leakage and having this leakage accurately monitored and verified.
- Protection human health and the environment. This includes understanding the potential health impacts, impacts on flora and fauna, water quality and seismic impacts, etc. Also of interest is how potential practices may fit within existing EPA regulatory frameworks.

The EPA is requesting technical support in assessing how the current research, development and demonstration projects underway globally address leakage and human health and environmental impacts. Other climate mitigation technologies could and may be assessed in a similar manner.

B. **Identification and Quantification of Climate Change Impacts.** The EPA is interested in identifying, quantifying, explaining and synthesizing potential climate change impacts for the United States, and possibly international impacts, especially where there are significant implications for the United States (e.g., world food production). This work includes both market (e.g., energy production and consumption, forestry and agriculture, coastal damages and shore protection costs) and non-market (e.g., human health, ecosystem services, recreational use of public resources) impacts in the United States. To the extent possible, EPA wishes to represent key impacts into long-standing economic modeling efforts of

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the Climate Change Division, which will require economic valuation of key impacts. For those impacts which are not readily quantifiable in monetary terms, the EPA is interested in exploring the most appropriate tools (e.g. ecological process models) and metrics (e.g. key thresholds) to quantify and communicate those potential impacts. Much of this work will require leveraging ongoing climate change impacts assessments by the EPA's Office of Research and Development, and other groups outside of the EPA. The EPA is also interested in using this impacts work to address questions about how climate change may affect the greenhouse gas mitigation potential in different sectors of the economy. This work shall also inform the development of an adaptation strategy.

C. **Sea Level Rise.** The EPA investigates and examines the causes, effects, and adaptation to sea level rise, and other implications of climate change for coastal zones. The vast majority of this work involves effects and adaptation in the United States. The most important effects are inundation of dry land, loss of wetlands, erosion, and flooding, as well as the resulting physical, biological, ecological, economic, and institutional impacts. The EPA assesses the expected outcomes of various response strategies. For a limited number of areas, EPA may also examine the impact of sea level rise and changing hydrology on salinity in estuaries, surface waters, and groundwater. The most important areas for adaptation are outreach and program implementation efforts to motivate (a) measures to ensure that coastal ecosystems survive sea level rise, and (b) state and local planning to deal with the impacts of sea level rise on ecosystems, infrastructure, and public safety. In addition to sea level rise, the EPA may examine the effects and responses in the coastal zone to higher temperatures, changing precipitation and river flows, changes in severe storms, and other local manifestations of global change.

D. **Adaptation.** The EPA is interested in assessing how the Agency may play a role in identifying key vulnerabilities to climate change across different sectors and regions of the United States, and recommending appropriate adaptation strategies, or providing guidance to develop adaptation strategies, that either take advantage of, avoid, or ameliorate potential climate change over time. The climate change impact assessment and synthesis work shall inform the development of an adaptation strategy.

E. **Indicators of Climate Change.** The EPA is interested in continuing efforts to monitor, assess, analyze, display and report indicators of climate change. These indicators may be physical, ecologic, and/or economic. Technical and/or logistical support may be required in the following areas:

- Data mining and analysis
- Literature review and synthesis of observed impacts
- Expert solicitation and convening of experts
- Technical writing and editing
- Graphics and visualization support (including web-based methods and GIS)
- Outreach and communication

F. **National Park Service Collaboration and Other Education Outreach to the Public.** The EPA will continue to educate the public through a variety of programs and materials about the causes and impacts of global climate change in order to encourage informed choices about mitigation and adaptation. The EPA will continue its collaboration with the National Park Service on education and outreach about potential climate change impacts on United States national parks. Through the collaboration with the National Park Service and through other channels, EPA will continue to create educational programs and

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the Climate Change Division, which will require economic valuation of key impacts. For those impacts which are not readily quantifiable in monetary terms, the EPA is interested in exploring the most appropriate tools (e.g. ecological process models) and metrics (e.g. key thresholds) to quantify and communicate those potential impacts. Much of this work will require leveraging ongoing climate change impacts assessments by the EPA's Office of Research and Development, and other groups outside of the EPA. The EPA is also interested in using this impacts work to address questions about how climate change may affect the greenhouse gas mitigation potential in different sectors of the economy. This work shall also inform the development of an adaptation strategy.

C. **Sea Level Rise.** The EPA investigates and examines the causes, effects, and adaptation to sea level rise, and other implications of climate change for coastal zones. The vast majority of this work involves effects and adaptation in the United States. The most important effects are inundation of dry land, loss of wetlands, erosion, and flooding, as well as the resulting physical, biological, ecological, economic, and institutional impacts. The EPA assesses the expected outcomes of various response strategies. For a limited number of areas, EPA may also examine the impact of sea level rise and changing hydrology on salinity in estuaries, surface waters, and groundwater. The most important areas for adaptation are outreach and program implementation efforts to motivate (a) measures to ensure that coastal ecosystems survive sea level rise, and (b) state and local planning to deal with the impacts of sea level rise on ecosystems, infrastructure, and public safety. In addition to sea level rise, the EPA may examine the effects and responses in the coastal zone to higher temperatures, changing precipitation and river flows, changes in severe storms, and other local manifestations of global change.

D. **Adaptation.** The EPA is interested in assessing how the Agency may play a role in identifying key vulnerabilities to climate change across different sectors and regions of the United States, and recommending appropriate adaptation strategies, or providing guidance to develop adaptation strategies, that either take advantage of, avoid, or ameliorate potential climate change over time. The climate change impact assessment and synthesis work shall inform the development of an adaptation strategy.

E. **Indicators of Climate Change.** The EPA is interested in continuing efforts to monitor, assess, analyze, display and report indicators of climate change. These indicators may be physical, ecologic, and/or economic. Technical and/or logistical support may be required in the following areas:

- Data mining and analysis
- Literature review and synthesis of observed impacts
- Expert solicitation and convening of experts
- Technical writing and editing
- Graphics and visualization support (including web-based methods and GIS)
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F. **National Park Service Collaboration and Other Education Outreach to the Public.** The EPA will continue to educate the public through a variety of programs and materials about the causes and impacts of global climate change in order to encourage informed choices about mitigation and adaptation. The EPA will continue its collaboration with the National Park Service on education and outreach about potential climate change impacts on United States national parks. Through the collaboration with the National Park Service and through other channels, EPA will continue to create educational programs and

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materials for formal and informal educators to use to teach their students about climate change science, impacts and solutions.

G. **Climate Change and Air Quality Interface Issues.** The EPA is interested in continuing to assess key issues involving the interface between climate change and air quality. Potential areas for assessment include quantifying the impacts of climate change on air quality and human health; the criteria air pollutant co-effects of greenhouse gas mitigation strategies in the United States and key world regions; analyses to inform what the appropriate role may be for black carbon and organic carbon in climate change mitigation strategies; the projection of future greenhouse gas emissions and criteria air pollutants; and the role of methane as a precursor of tropospheric ozone.

H. **Guidance for Excessive Heat Events.** The EPA is interested in the formulation, development, marketing, and promotion of general guidance for urban intervention in response to excessive heat events. Guidance likely will cover a range of "best practices", including direct responses and longer term control actions. The project also involves the development of supplemental materials (e.g., fact sheets, handouts, background material) that could be provided to local entities for copying and distribution.

III. Economic Analysis, Emissions Modeling, and Integrated Assessment

This area of work focuses on analytical modeling and assessment. These analytical efforts are conducted for a variety of priorities, including assessment of emissions and sequestration fluxes from various sources, assessment of the climatological or atmospheric impacts of various projections of emissions under different scenarios of Unites States and international economic growth, analysis of potential emission mitigation scenarios, and assessment of emission reduction methods (in terms of technical, economic or financial impacts) on a global, national, regional, or site-specific basis.

Economic modeling of emission mitigation and carbon sequestration is a core component of the CCD's work. The EPA's efforts focus on technological and policy approaches to mitigating emissions. The EPA identifies and evaluates the potential costs and benefits of both current and emerging technologies to reduce emissions of both GHGs and conventional atmospheric pollutants. This technology assessment, both for energy supply and end use technologies, informs economic modeling. The EPA also explores the potential for different policy approaches, including voluntary approaches and technology adoption to mitigate emissions of GHGs. The sources examined include CO2 (carbon dioxide) emissions from energy use and industrial processes; CH4 methane emissions from landfills, natural gas systems, and coal mines; nitrous oxide emissions from adipic and nitric acid production; and high GWP gases from industrial processes.

A. **Economy-wide Modeling.** The main objective of the EPA is to model and assess various policy proposals to mitigate GHG in the United States and internationally. The EPA uses several models to explore the relationship between energy use, economic activity, and the environment. Large scale computable general equilibrium models built to explore the feedbacks and tradeoffs made by economic actors in response to changes in availability and price of inputs and outputs provide insight into the effects of different approaches to mitigate emissions. Four models currently used by EPA include the Intertemporal General Equilibrium Model (IGEM), the Applied Dynamic Analysis of the Global Economy model (ADAGE), the Second Generation Model (SGM), and the All Modular Industry Growth Assessment modeling system (AMIGA). In many cases these large-scale models typically lack the detail

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of specific sector models, but the Climate Change Division is working to integrate insights from the sector models into the broader framework of the general equilibrium model, when necessary.

B. **Principal Sector Modeling.** The EPA is exploring the use of specific sector models to provide detailed information about energy use, process technologies, end-use demand and resulting atmospheric emissions. Sectors of particular interest are energy production, including electricity generation, and transportation. The EPA also models several energy sub-sectors including petroleum refineries, landfills, natural gas and coal with the possibility of wastewater and other energy dependent industrial sectors. Other sectors are being identified and models may be used or developed. Efforts focus on determining the end-use demands on energy, adoption of mitigation technologies, and vintaging of capital and examining sources of variation in end-use demand.

C. **Non-CO2 Mitigation.** The EPA's efforts focus on identifying and evaluating the potential costs and benefits of both current and emerging technologies to reduce emissions of the non- CO2 GHGs. Current EPA economic modeling of emission mitigation and carbon sequestration focus on the following: Energy and Waste Sectors - Non- CO2 GHG emission projections and economic analyses of emission mitigation are estimated through the use of bottom-up spreadsheet models. The sources examined include methane emissions from landfills, natural gas systems, and coal mines; and nitrous oxide emissions from adipic and nitric acid production. More information on the methodology for projecting related emissions is contained in the report: United States Methane Emissions 1990–2020: Inventories, Projections, and Opportunities for Reductions. EPA, 1999.

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D. **Forestry and Agriculture Modeling.** The EPA uses the Forestry and Agriculture Optimization Model Greenhouse Gas (FASOMGHG) and the Agricultural Sector Model + GHG (ASMGHG) to model the United States forestry and agriculture sectors. The EPA also conducts international forestry sequestration analysis based on Comprehensive Mitigation Assessment Process (COMAP) and agricultural mitigation analysis. This work uses detailed partial equilibrium modeling and more aggregate general equilibrium modeling of land-use.

E. **Technology Characterization and Assessment.** The appropriate characterization of technology cost and performance is critical to any energy supply and conversion technologies, energy end-use technologies, and other processing and emission control technologies. The efforts to improve both the documentation and the mapping of technology costs and benefits within equilibrium models may also be explored. An important complement to this effort is the characterization of both price and non-pricing policies that stimulate the development and deployment of cost-effective technologies which reduce the GHG intensity of the United States economy while also maintaining overall economic competitiveness. Examples of non-pricing policies include voluntary programs such as EPA's Energy Star initiatives, incentives, performance standards, and research and development activities.

F. **Long-Term Projections.** Understanding the long-term implications of GHGs emissions and mitigation strategies is important. To do so requires models that integrate economic and biophysical systems; thereby, allowing analysis of climate and atmospheric changes, physical impacts on terrestrial, aquatic, and human systems, and feedbacks to economic sectors. This involves integrated assessment modeling of

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G. **Land Climate Related Modeling.** This assessment requires the characterization and analysis of opportunities in relation to land use and land management alternatives as well as alternative GHG mitigation strategies economy-wide. The assessment also requires the identification of financial, informational and institutional barriers; and the assessment of practices, program activities, and policies to overcome the identified barriers.

IV. International Capacity Building

This area of work focuses on building a long-term capacity in major developing countries (e.g., China, India) to mitigate GHGs and to promote more substantial action to address climate change in the future. The CCD strives to accomplish this through analysis and promotion of energy efficiency in buildings and products and integrated strategies to achieve "co-benefits" (e.g., reduced local air pollution, energy security and sustainable development), and improvements in the reliability of their economic modeling tools and in their national communications submitted under the UNFCCC (e.g., enhanced national GHG inventories, vulnerability and adaptation analysis and assessment of mitigation opportunities). Working with governments and non-governmental and international organizations, and through bilateral and multilateral initiatives (e.g., Asia-Pacific Partnership on Clean Development and Climate), the EPA can facilitate advancements in energy efficiency and public health, the development of markets for cleaner energy technology, and the incorporation of climate change into these nations' development planning.

A. **Energy Efficiency Promotion.** Drawing upon its experiences with ENERGY STAR in the U.S., the EPA's objectives are to accelerate the development and deployment of energy-efficient and clean energy technologies that will make household products, lighting fixtures, and buildings more cost-efficient for people in developing countries; slow down the need for additional power generation; transform markets; and increase energy security. Partnering with interested organizations, companies and agencies, the EPA works to leverage both existing and planned activities to facilitate a comprehensive approach to energy efficiency (e.g., through its eeBuildings program) and build permanent capacity. To do this, efforts focus on promotion of best practices; consumer outreach and education; government programs and projects (e.g., procurement, standards and labeling); market strategies and market analysis; activities that promote transfer of clean energy, climate-friendly, and energy efficiency technologies (e.g., websites and outreach); and promotion of energy efficient practices, including through demonstration projects.

B. **Support for Policy Analysis and Assessment.** The EPA has made it a priority to assist major developing countries in the evaluation and implementation of policy measures and plans that reduce GHGs within the larger context of sustainable development. Through the Integrated Environmental Strategies (IES) program, economic modeling, UNFCCC national communications and other activities, the EPA will continue to promote the following activities: the analysis of GHG emissions and local air

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pollutants in industrial and non-industrial economic sectors; co-benefit analysis (e.g., public health, economic and social impacts); co-controls analysis (e.g., to identify measures that optimize reductions in GHG emissions and local air pollutants); energy and economic analysis; mitigation analysis; and promotion of clean energy practices and policies.

V. Program Integration

This area of work focuses on activities related to policy and inventory development. It includes CCD activities regarding greenhouse gas inventory issues and other related topics such as monitoring and reporting. It also includes CCD activities to provide technical support, consultation, and training to other countries as they develop their climate change or air quality programs, including emissions inventories, monitoring, methods, registries, or other mechanisms. Additionally, CCD has undertaken efforts to develop voluntary greenhouse gas and offset methodologies.

A. **Greenhouse Gas Inventories.** Greenhouse gas emission inventories provide an understanding of GHG's, determine the quantity of each gas that is emitted to the atmosphere, and can describe some of the effects these emissions have on the environment. Emission inventories are effective tools in the development of atmospheric models, provide important input for the implementation of strategies and policies for emission reductions, and facilitate an improved understanding of sources and trends. Emission and flux estimates are also critical to developing strategies and goals for the EPA's voluntary and sequestration programs, as well as providing inputs for emissions projections.

The EPA prepares and evaluates inventories and projections of GHG and Ozone Depleting Substances (ODS) sinks and emissions from a variety of sources, including industrial aviation and shipping. The EPA develops and analyzes methods of emissions monitoring and verification; analyzes the physical, biological, social, and economic causes of both anthropogenic and natural emission sources; analyze measures (policies, programs, technologies, etc.) to reduce emissions and enhance sinks, including assessment of the economic impacts, small business impacts, social impacts, health impacts, environmental impacts, etc. of the mitigation strategies, and; analyzes the impacts of GHG and ODS emissions which may include health risks, socio-economic impacts, environmental impacts.

B. **Program and Policy Analysis.** EPA also requires technical and policy support related topics such as voluntary emissions tracking, monitoring, and reporting. CCD supports the Climate Leaders program through analysis of appropriate reduction targets for selected industrial sectors. To support this effort, CCD requires support in conducting analysis of GHG emissions from the electric power sector in the United States, using appropriate modeling tools that estimate future GHG emissions from this sector. CCD also is developing methods for use of offsets in the Climate Leaders program and requires contractor support to analyze baselines, existing practices, and monitoring for particular sectors that may be used as offsets (e.g., manure digesters, landfills, etc.).

CCD also provides technical support, consultation, and training to other countries as they develop their

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pollutants in industrial and non-industrial economic sectors; co-benefit analysis (e.g., public health, economic and social impacts); co-controls analysis (e.g., to identify measures that optimize reductions in GHG emissions and local air pollutants); energy and economic analysis; mitigation analysis; and promotion of clean energy practices and policies.

V. Program Integration

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ADDENDUM II
Glossary of Terms

ADAGE – Applied Dynamic Analysis of the Global Economy model

AMIGA All Modular Industry Growth Assessment modeling system

ASAGHG – Agricultural Sector Model + GHG

Agency – The United States Environmental Protection Agency

CBI Confidential Business Information

CCD – Climate Change Division

CH4 - Methane

CO2 Carbon Dioxide Gas

COI – Conflict of Interest

COMAP – Comprehensive Mitigation Assessment Process

COR Contracting Officer's Representative

Earth Summit – United Nations Conference on Environment and Development

EIT – Economies in Transition

EPA Environmental Protection Agency

FASOMGHG – Forestry and Agriculture Optimization Model Greenhouse Gas

GEF – Global Environmental Facility

GHG Greenhouse Gas (es)

GIS – Geographic Information System

GWP – Global Warming Potential; includes Sulfur Hexafluoride (SF6), Hydrofluorocarbons (HFCs), and Perfluorocarbons (PFCs)

HCFC-22 – Chlorodifluoromethane

HFCs – Hydrofluorocarbons

HFC-23 - Trifluormethane

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IPCC - Intergovernmental Panel on Climate Change

IGEM – Intertemporal General Equilibrium Model (IGEM)

IGSM – Integrated Global Systems Model

MARKAL Market Allocation Model

NGO – Non-Governmental Organization

ODS – Ozone Depleting Substance

OMB Office of Management and Budget

Outreach Meetings – Public forum for dialogue on EPA's various programs and related topics covered in the SOW. The purpose of these events is to facilitate collection of information and public opinion for EPA regarding program effectiveness and other key issues, and assisting EPA in conducting round tables to improve communication between interested groups.

PFC – Perfluorocarbons

Recognition Events Honoring organizations or individuals, both public and private, for their participation in the programs covered in the Statement of Work.

SGM – Second Generation Model

SOW Statement of Work

SF6 – Sulfur Hexafluoride

Technical Workshops – Groups of experts convened to provide "state of knowledge" summaries for EPA on topics related to this SOW.

Training Programs – Training participants in specific aspects of EPA programs covered in the Statement of Work, as well as in the assessment of program applicability in various parts of the United States or internationally, including assessments of emission levels and cost-benefit and other analyses of program attractiveness

UNFCCC – United Nations Framework Convention on Climate Change

QA/QC EPA Quality Assurance/Quality Control measures

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ATTACHMENT 2

EPAAR 1553.232-75, EPA FORM 1900-68, "NOTICE OF CONTRACT COSTS SUSPENDED AND/OR DISALLOWED"

PR HQ 06 15587

ATTACHMENT 2

EPAAR 1553.232-75, EPA FORM 1900-68, "NOTICE OF CONTRACT COSTS SUSPENDED AND/OR DISALLOWED"

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ATTACHMENT 2

EPAAR 1553.232 75, EPA FORM 1900 68, "NOTICE OF CONTRACT COSTS SUSPENDED AND/OR DISALLOWED"

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INSTRUCTIONS FOR EPA FORM 1900-68

"Notice of Contract Costs Suspended and/or Disallowed"
(See form below)

When a PO or CO identifies costs in a voucher that are to be suspended or disallowed, the Form 1900-68 is used to identify those costs, the associated reasons and to communicate the action to all necessary parties. Examples of costs that a PO might suspend without CO involvement are: math errors, incorrect rates, and a lack of available funding. Examples of costs that CO involvement would be necessary to suspend or disallow costs include lack of authorization to incur cost, unnecessary costs incurred, and excessive costs. Section A, Cost Suspension, may be filled out by either the CO or PO. The PO and/or CO must fill out the Form 1900-68 explaining the suspended amount, sign and date the Form and send it to the contractor. The contractor must fill out the acknowledgment of receipt on the applicable area on Form 1900-68 and return a copy of it to either the PO or CO who made the suspension. A copy of the Form 1900-68 would go to RTP Finance with the Approval Forms package. Copies of the Form 1900-68 would be filed by PO and/or CO and a copy sent to the applicable Cost Advisory Office for use in interim and final audits.

The Form 1900-68 states that the contractor has 60 days to respond to the suspension, or the costs will be considered disallowed and those costs should be transferred to an unallowable account in the contractor's accounting records. If the contractor wishes to respond to the suspension, it must at a minimum furnish documentation specified on the Form 1900-68 for the costs to be considered allowable. The contractor will then resubmit this documentation to the PO and CO for review. Either the CO or PO who originally suspended the costs will consider the documentation and, if it is adequate, they will fill out Block B of the same Form 1900-68, (Removal of Suspension) for some or all of the costs suspended. Copies of this revised Form 1900-68 would go to the contractor, CO and PO, RTP FMC, and Cost Advisory Office.

The contractor may rebill suspended costs after receiving the Removal of Suspension using a separate invoice and attach the Form 1900-68 Removal of Suspension notice to the invoice.. The contractor must then resubmit this bill for payment in accordance with contract invoicing requirements.

If the contractor prepares supporting documentation for suspended costs that the PO deems unacceptable, the PO will notify the CO of this and ask for a final determination on the allow ability of the costs. If the CO agrees with the PO, a revised Form 1900-68 with Block C (Disallowance of Costs) should be completed and sent to the contractor instructing the contractor to eliminate such costs on future invoices and to move such costs to unallowable accounts on their accounting records. The contractor must acknowledge receipt of the disallowance notice by signing and returning the notice to the CO. Where the CO processed the suspension, the CO will inform the PO and disallow the cost. Copies of the revised Form 1900-68 should be sent to RTP Finance, the contract file, and the applicable Cost Advisory Office.

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EPA

United States Environmental Protection Agency
Washington, D.C. 20460

NOTICE OF CONTRACT COSTS SUSPENDED AND/OR DISALLOWED

PAGE | | OF | | PAGES

TO: (Name and Address of Contractor)	Contract Number	Date
	Delivery Order Number (if applicable)	Voucher Number Reference

1. SUSPENDED COSTS, as referred to herein, are costs which, for the reasons stated below, have been determined by the undersigned to be inadequately supported or otherwise questionable, and not appropriate for reimbursement under the contract terms at this time. Such costs may be determined reimbursable after the contractor provides the Contracting Officer and/or Project Officer additional documentation or explanation as specified below.
2. DISALLOWED COSTS, as referred to herein, are costs which, for the reasons stated below, have been determined by the undersigned to be unallowable, that is, not reimbursable under the contract terms.
3. This notice must be responded to by the contractor within 60 days of issuance. Any suspended costs will become disallowed if the contractor does not respond in the time allotted. These disallowed costs should be removed from the contractor's accounting records for this contract.
4. The contractor may not rebill any suspended costs on this form until notified by the Contracting Officer and/or Project Officer on this contract that the suspension has been lifted.
5. If the contractor disagrees with this/these determinations, the contractor may (1) request in writing the cognizant contracting officer to consider whether the unreimbursed costs should be paid and to discuss their findings with the contractor and /or (2) file a claim under the "Disputes" clause of the contract.
6. Copies of this Form 1900-68 should be distributed to the Contracting Officer, Project Officer, RTP Finance, and the applicable Cost Advisory Office.

A. COST SUSPENSION	Date of Notice	Invoice Number
Contracting Officer or Project Officer	Name and Title of Authorized Official	Signature

ITEM	Description of Items and Reason for Action, Documentation Needed in order to rebill suspended costs.	Amount of Costs

B. REMOVAL OF SUSPENSION	Date of Notice	Invoice Number
Contracting Officer or Project Officer	Name and Title of Authorized Official	Signature

ITEM	Description of Items and Reason for Action	Amount of Costs

C. DISALLOWANCE OF COSTS	Date of Notice	Invoice Number
Contracting Officer	Name and Title of Authorized Official	Signature

ITEM	Description of Items and Reason for Action	Amount of Costs

CONTRACTOR'S ACKNOWLEDGMENT OF RECEIPT - The contractor or its authorized representative shall acknowledge receipt of this notice to the Project Officer and/or Contracting Officer.

Date of Notice	Name and Title of Authorized Official	Signature

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EPA

United States Environmental Protection Agency
Washington, D.C. 20460

NOTICE OF CONTRACT COSTS SUSPENDED AND/DR DISALLOWED

PAGE | | OF | | PAGES

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Contracting Officer or Project Officer	Name and Title of Authorized Official	Signature

ITEM	Description of Items and Reason for Action, Documentation Needed in order to rebill suspended costs.	Amount of Costs

B. REMOVAL OF SUSPENSION	Date of Notice	Invoice Number
Contracting Officer or Project Officer	Name and Title of Authorized Official	Signature

ITEM	Description of Items and Reason for Action	Amount of Costs

C. DISALLOWANCE OF COSTS	Date of Notice	Invoice Number
Contracting Officer	Name and Title of Authorized Official	Signature

ITEM	Description of Items and Reason for Action	Amount of Costs

CONTRACTOR'S ACKNUWLEDGMENT OF RECEIPT - The contractor or its authorized representative shall acknowledge receipt of this notice to the Project Officer and/or Contracting Officer.

Date of Notice	Name and Title of Authorized Official	Signature

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EPA

United States Environmental Protection Agency
Washington, D.C. 20460

NUTICE OF CONTRACT CUSTS SUSPENDED AND/OR DISALLOWED

PAGE | | OF | | PAGES

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B. REMDVAL DF SUSPENSIUN	Date of Notice	Invoice Number
Contracting Officer or Project Officer	Name and Title of Authorized Official	Signature

ITEM	Description of Items and Reason for Action	Amount of Costs

C. DISALLOWANCE OF COSTS	Date of Notice	Invoice Number
Contracting Officer	Name and Title of Authorized Official	Signature

ITEM	Description of Items and Reason for Action	Amount of Costs

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Date of Notice	Name and Title of Authorized Official	Signature

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EPA Form 1900-68 (Rev. 05-95)
PR HQ 06 15587
EPA Form 1900-68 (Rev. 05-95)
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ATTACHMENT 3

INVOICE PREPARATION INSTRUCTIONS

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ATTACHMENT 3

INVOICE PREPARATION INSTRUCTIONS

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ATTACHMENT 3

INVOICE PREPARATION INSTRUCTIONS

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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.

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.

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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.

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(10)
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(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.

Page 3-2 of 7

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

_____

(Name of Official)

(Title)

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

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

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

_____

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(Title)

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Quantity; Unit Price insert for supply contracts.

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

Page 3 3 of 7

PR-HQ-06-15587

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(Name of Official)

(Title)

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

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

Page 3-3 of 7

INVOICE PREPARATION INSTRUCTIONS
SF 1035

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(1)**U.S. Department, Bureau, or Establishmeat** 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 Urder** - insert payee's name and address as in the Standard Form 1034.

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

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

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

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

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

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

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

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

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

Subcoatracts identify the major cost elements for each subcontract.

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.

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Subcontracts - identify the major cost elements for each subcontract.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

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(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).

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

Subcontracts - identify the major cost elements for each subcontract.

Dther Direct Costs - when the cost for an individual rost (e.g., photocopying, material and supplies, telephone usage) exceeds $1,088 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorised by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed $2,088 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

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

NDTE: 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 hackup information is required as an attachment to the invoike as shown hy category of cost:

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

Subcontracts - identify the major cost elements for each subcontract.

Dther Direct Costs when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds $1,000 per the invoike period, provide a detailed explanation for that cost category.

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

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Coatractor Acquired Software identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed $2,000 per invoike period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reportinq is not required for local travel.

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Dther Direct Costs when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds $1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorised by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel rosts exceed $2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

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

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

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

Subcontracts - identify the major cost elements for each subrontrart.

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

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel when travel costs exceed $2,080 per invoice period, identify by trip, the numher of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds $1,800 per the invoice period, provide a detailed explanation for that cost category.

Coatractor Acquired Equipment (if authorized by the contract) identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel when travel costs exceed $2,008 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for loral travel.

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NOTE: Any costs requiring advance consent hy the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Offiner consent. Include the total rost claimed for the rurrent and rumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoire; and (2) disallowed on the rontrart as of the date of the invoice. The amount under (2) shall inrlude rosts originally suspended and later disallowed. Also include an explanation of the changes in cumulative rosts suspended or disallowed by addressing each adjustment in terms of: vourher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable arcounts in the rontrartor's acrounting system.

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

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

Subcoatracts identify the major cost elements for each subcontract.

Dther Direct Costs - when the cost for an individual cost (e.g., photoropying, material and supplies, telephone usage) exceeds $1,880 per the invoice period, provide a detailed explanation for that cost category.

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

Coatractor Acquired Equipment identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify hy item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed $2,808 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without

separate program management, contract period will be specified in the contract instructions.

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

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1)**Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(2)**Contract Number** - insert the number of the contract under which reimbursement is claimed.

separate program management, contract period will be specified in the contract instructions.

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

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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.

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In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900 18, 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.

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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'o 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)**Contrnct 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.

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(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.

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(11) Signature.

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(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.

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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.

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ATTACHMENT 4

SUBCONTRACTING PLAN

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SUBCONTRACTING PLAN

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ATTACHMENT 4

SUBCONTRACTING PLAN

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SUBCONTRACTING PLAN

The subcontracting plan and goals established under the proposal submitted for this require will be binding throughout the life of this contract. The Subcontracting Plan in full text is available in the Pre-Award file.

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