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PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

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

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

Base Period Item	Item Description	Fixed Rate
001	Dispute Resolution Professional – Level 3	$0.00*
002	Dispute Resolution Professional – Level 2	$0.00*
003	Dispute Resolution Professional – Level 1	$0.00*
004	Program Manager	$0.00*
005	Administrative/Clerical/Technical Support	$0.00*
006	Scientific/Technical Analyst – Level 3	$0.00*
007	Scientific/Technical Analyst – Level 2	$0.00*
008	Scientific/Technical Analyst – Level 1	$0.00*
009	Communications Specialist – Level 3	$0.00*
010	Communications Specialist – Level 2	$0.00*
011	Communications Specialist – Level 1	$0.00*

TOTAL BASE PERIOD LABOR CEILING:
*To be inserted by the Government at the time of Award.

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

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

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

During the period specified in the “Ordering” clause, the Government shall place orders totaling a minimum of $25,000. The amount of all orders shall not exceed $_____*.

*To be inserted by the Government at time of award.

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

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

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

[END OF SECTION B]

SECTION C – DESCRIPTION/SPECS./STATEMENT OF WORK

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

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

1. The actual preparation of Congressional testimony.

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

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

4. The actual determination of Agency policy.

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

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

7. The actual preparation of Award Fee Plans.

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

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

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

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

12. Preparing responses to Congressional correspondence.

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

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

15. Conducting administrative hearings.

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

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

C.2 STATEMENT OF WORK/SPECIFICATIONS

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

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

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

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

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

STATEMENT OF WORK

I. GENERAL INFORMATION - OVERVIEW

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

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

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

b. Site, Facility or Geographic Area Negotiations

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

III. STATEMENT OF WORK - TASKS

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

B. SITUATION ASSESSMENT

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

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

E. JUST-IN-TIME OR QUICK RESPONSE TASKS

F. DESIGN AND CONDUCT OF WORKPLACE PREVENTION AND RESOLUTION PROCESSES

G. STRATEGIC PLANNING AND ORGANIZATIONAL DEVELOPMENT SUPPORT

H. ADR AND PUBLIC INVOLVEMENT PROGRAM DEVELOPMENT AND SUPPORT

I. TRAINING SUPPORT

J. ARBITRATION

K. DIRECT SUPPORT AND TECHNICAL SUPPORT
   1. Meeting Logistical Support
   2. Expert Technical and Scientific Assistance
   3. Administrative Assistance
   4. Communications Assistance
   5. Writer/Editor and Document Design Assistance

I. GENERAL INFORMATION - OVERVIEW

A. OBJECTIVE AND PROJECT DESCRIPTION

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

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

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

B. CONTRACT TYPE AND DURATION

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

C. OFFICE SPACE AND HOURS OF OPERATION

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

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

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

A. ORGANIZATION OF EPA'S ADR PROGRAMS

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

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

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

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

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

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

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

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

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

Figure 1: EPA Public Involvement Processes

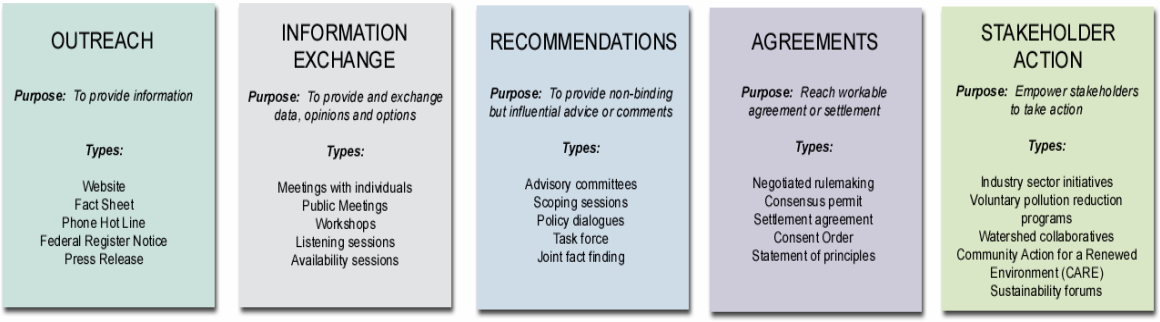
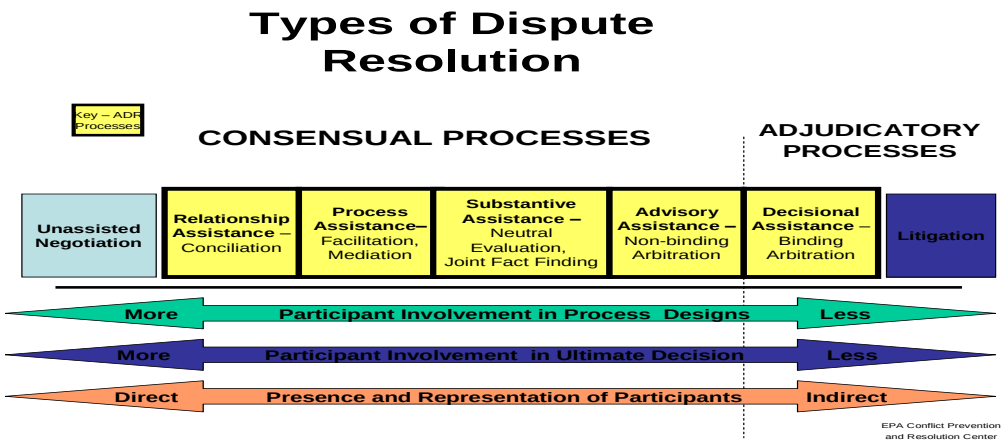


Figure 2: EPA ADR Processes



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B.4. Strategic Planning and Organizational Development Support

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

B.5. Training Support

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

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

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

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

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

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

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

B.7. Arbitration

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

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

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

B.8. Other ADR Processes

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

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

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

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

B.10. Technical and Logistical Support

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

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

III. STATEMENT OF WORK - TASKS

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

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

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

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

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

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

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

A. CONTRACTOR'S MANAGEMENT PROCEDURES AND SYSTEMS

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

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

The Contractor shall administer and maintain:

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

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

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

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

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

B. CONDUCT OF SITUATION ASSESSMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Propose tentative ground rules or operating procedures for participants.

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

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

C. DESIGN AND CONDUCT OF ADR FOR AGREEMENT SEEKING PROCESSES

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

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

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

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

Situation Assessment – see B. above

Process Implementation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Evaluation Phase:

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

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

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

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

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

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

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

Situation Assessment (see B above)

Conduct of ADR Process:

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

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

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

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

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

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

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

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

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

Case Evaluation:

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

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

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

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

D. DESIGN AND CONDUCT OF CONSULTATION AND INFORMATION EXCHANGE PROCESSES

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

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

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

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

Situation Assessment (see B above)

Process Implementation:

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

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

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

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

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

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

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

- Assist with implementation of agreements as needed.

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

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

Case evaluation:

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

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

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

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

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

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

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

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

Process Implementation

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

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

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

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

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

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

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

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

- Assist with implementation of agreements as needed.

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

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

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

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

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

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

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

The Technical Directive provides:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Assist with implementation of agreements as needed.

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

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

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

H. ADR AND PUBLIC INVOLVEMENT PROGRAM DEVELOPMENT AND SUPPORT

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

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

H.1. Case Studies

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

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

- Review documents regarding the case.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Review literature on similar types of issues or disputes.

- Observe negotiation and dispute resolution proceedings.

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

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

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

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

Evaluation tasks include but are not limited to:

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

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

- Send questionnaires to respondents.

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

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

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

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

H.4 Evaluations of the Contract

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

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

H.5. ADR Case Tracking Systems

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

In appropriate assigned circumstances, the Contractor shall:

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

I. TRAINING SUPPORT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. DIRECT SUPPORT AND TECHNICAL SUPPORT

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

K.1. Meeting Logistical Support

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

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

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

K.2. Expert Technical and Scientific Assistance

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

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

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

K.3. Administrative Assistance

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

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

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

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

K.4. Communications Assistance

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

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

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

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

K.5. Writer/Editor and Document Design Assistance

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

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

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

[END OF SECTION C]

SECTION D – PACKAGING AND MARKING

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

[END OF SECTION D]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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

[END OF SECTION E]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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

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

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

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

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

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

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

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

(3) Labor hours.

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

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

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

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

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

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

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

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

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

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

(3) Labor hours.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reports shall be submitted electronically to all three.

B. PROJECT SPECFIC REPORTS

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

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

C. FINAL REPORT

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

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

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

Distribution:

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

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

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

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

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

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

E. CONTRACT LEVEL MONTHLY REPORTS

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

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

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

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

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

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

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

Distribution:

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

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

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

F.4 PERIOD OF PERFORMANCE (EPA-F-12-101)

The period of performance of this contract shall be five years from the date of award exclusive of all required reports. The period of performance of this contract is from **TBD to TBD.**

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

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

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

Not Applicable

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

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

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

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

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

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

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

Submit copies of these reports to:

Distribution	Addressee
Original	Contracting Officer
1 copy	Project Officer

1 copy Senior Program Manager

U.S. EPA Office of Small & Disadvantaged
Business Utilization (1230C)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) *Hourly rate.*

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

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

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

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

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

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

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would

have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

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

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

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

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

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

obligations, and claims arising out of or under this contract, subject only to the following exceptions:

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

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

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

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

G.5 PAYMENTS – FIXED RATE CONTRACTS

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

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

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

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

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

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

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

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

Cost center	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 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) of this clause, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

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

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

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

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

NONE

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

See Attachments

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

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

1. PURPOSE.

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

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.

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

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

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

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

3. REQUESTS FOR GOVERNMENT PROPERTY.

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

1. Contract number for which the facilities are required.

2. An item(s) description, quantity and estimated cost.
3. Certification that no like Contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.

6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including Contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

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

4. TRANSFER OF GOVERNMENT PROPERTY.

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

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

5. RECORDS OF GOVERNMENT PROPERTY.

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

Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the Contractor shall notify the EPA CO.

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

6. INVENTORIES OF GOVERNMENT PROPERTY.

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

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

7. REPORTS OF GOVERNMENT PROPERTY.

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

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

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

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

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

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

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

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

8. DISPOSITION OF GOVERNMENT PROPERTY.

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

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

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

c. Disposition Instructions.

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

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

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

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

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

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

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

9. CONTRACT CLOSEOUT.

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

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

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

REQUIRED DATA ELEMENTS.

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

Contractor Identification/Tag Number;
Description;

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

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

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

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of $10\frac{3}{4}$ by $14\frac{1}{4}$ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, Contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel. Duplication services of “incidentals” in excess of the thresholds are allowable.

(3) The Contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of $10\frac{3}{4}$ by $14\frac{1}{4}$ inches, or 11 by 17 paper stock. Duplication services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The facts warrant an equitable adjustment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) *Definitions.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Program Manager	To be inserted at time of Award
Contract Administrator	To be inserted at time of Award

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

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

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

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

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

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

(b) Contractor personnel under this contract shall not:

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contracting Officer will promptly, within ____ (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

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

(ii) Countermand any communication regarded as a violation,

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

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

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

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

In such cases, the Contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

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

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

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

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

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

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

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

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

a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements

of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

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

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

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

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

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

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

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

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

_____TBD_____

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

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

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

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

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

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

[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

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

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

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

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

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

(b) The Contractor shall--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) *Definitions*. As used in this clause—

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

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

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

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

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

(3) For long-term contracts—

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

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

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

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

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

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

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

The Contractor represents that it o is, o is not a small business concern under NAICS Code _____ assigned to contract number _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

_____
_____
_____

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by

the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

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

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

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

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

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

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

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

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

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

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

_____
_____
_____

I.11 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

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

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

I.12 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (JUL 2013)

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(ix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

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

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

I.13 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

I.14 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

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

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

I.15 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02)

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

NOTICE TO EMPLOYEES

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

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

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

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

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

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

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

I.16 ADR EXCEPTION TO FAR 52.227-14 AND FAR 52.227-16

ADR Act Exception to FAR 52.227-14 (d)(1)and FAR 52.227-16 (a) and (b) - The Administration Dispute Resolution Act of 1996 (5 USC 574) (ADR Act) prohibits a federal agency from requiring a contractor or subcontractor from disclosing any data or information produced while performing pursuant to the contract on a project that is subject to the confidentiality provisions of the ADR Act. Specific project documents (Task Order Statement of Work or Technical Directive) will identify whether the project falls under the ADR Act.

[END OF SECTION I]

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

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

1. Past Performance Questionnaire

2. Cost Proposal Format

3. Invoice Preparation Instructions

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (SEP 2007)

a) *Definitions*. As used in this clause—

"Agency" means "executive agency" as defined in Federal Acquisition Regulation (FAR) 2.101.

"Covered Federal action" means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and *are* permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibition*. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term *appropriated funds* does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) *Exceptions*. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) *Agency and legislative liaison by Contractor employees*.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern—

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(2) *Professional and technical services*.

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or

employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) *Disclosure*.

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) *Penalties*.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability*. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) *Subcontracts*.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or

receiving a subcontract exceeding $100,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding $100,000.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions*.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization*.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(f) *Common parent*.

o Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

o Name and TIN of common parent:

Name _____

TIN _____

K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation*. [*Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR* 52.219-1, *Small Business Program Representations, of this solicitation*.] The offeror represents that it ( ) is a women-owned business concern.

K.4 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JUL 2013)

a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is $14 M

.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,494, the provision with its Alternate II applies.

(D) If the acquisition value is $77,494 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]

__ (i) 52.219-22, Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

__ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in

paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K.5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples*.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification

will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
_____	_____
_____	_____

K.7 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2010)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990 [*insert NAICS code*].

(2) The small business size standard is $14M [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.*] The offeror represents as part of its offer that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:* _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.*] The offeror represents as part of its offer that—

(i) It o is, o is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:* _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision*.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions*. As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) o *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall—

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that—

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that—

(a) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 COST ACCOUNTING STANDARDS NOTICES AND CERTIFACTION (FAR 52.230-1) (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of $700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:
_____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) *Certificate of Previously Submitted Disclosure Statement*. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:
_____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with

proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

o The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

o Yes o No

K.12 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See section L of the solicitation for further information.)

K.13 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with section 6041 of title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

_____

K.14 CONTROL AND SECURITY OF FIFRA CONFIDENTIAL BUSINESS INFORMATION

The offeror certifies that—

The Contractor and its employees have read and are familiar with the requirements for the control and security of FIFRA CBI contained in the manual entitled “FIFRA Information Security Manual”. (See also EP 52.235-140 elsewhere in this solicitation.)

K.15 SIGNATURE BLOCK

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title: _____

Date: _____

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation, 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far/

The following contract clauses pertinent to this section are hereby incorporated by reference

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.	(JUL 2013)
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISTION	(JAN 2004)
52.222-24	PREAWARD ON-SITE EQUALOPPORTUNITY COMPLIANCE EVALUATION.	(FEB 1999)

L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (JUNE 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 REQUIRMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 2010) ALTERNATE IV (OCT 2010)

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

(b) Provide data described below: [*Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with* 15.403-3.]

L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity Fixed-Rate contract resulting from this solicitation.

L.5 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from.

Patrice Cunningham

USEPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Mail Code: 3803R
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

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

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

L.7 ORGANIZATINAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR subpart 9.5 and EPAAR part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.8 USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheep of paper.

(b) Unless otherwise directed by the Contracting Officer, offerors shall use double-sided copying to reproduce all bids or proposals in response to this solicitation.

L.9 PROPOSED CONTRACT START DATE – LEVEL OF EFFORT CONTRACT (EPA-L-12-101)

For proposal preparation purposes, offerors may assume a contract start date during the 2nd Quarter FY 2014.

L.10 SPECIAL TECHNICAL AND COST PROPOSAL INSTRUCTIONS

A. General Instructions

1. The proposal must contain all of the pertinent information in sufficient detail to permit evaluation of the proposal for each factor and subfactor. The content of each volume must be sufficient in detail and scope to provide the evaluators with a clear understanding of the offeror's approach.

2. The proposal must clearly and convincingly demonstrate that the offeror thoroughly comprehends all technical requirements, including special provisions of this RFP. The proposal must also demonstrate that the offeror is able, willing and competent to devote the resources necessary to meet the requirements and has valid practical solutions for all requirements. General statements paraphrasing the requirements or parts thereof (e.g., "the offeror understands the problem and can or will comply with the requirements of the RFP") are considered inadequate and unsatisfactory.

3. In preparing this proposal, the offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization should be emphasized during proposal preparation. The detailed information must be included in the most logical place and summarized and referenced in other areas.

4. Offerors should be aware that the appropriate time to request clarifications or take exception to the terms and conditions of the contract as set forth in this RFP is during

the proposal preparation stage before the proposal's due date and not in their submitted proposal. NO alternative proposals will be accepted nor considered for contract award

5. Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in the competitive range, if necessary, and to permit such offerors to revise their proposals. The Government also reserves the right to change any of the terms and conditions of this RFP by amendment at any time prior to contract award and to allow offerors to revise their offerors accordingly.

6. Offerors may refer to the attached Statement of Work for additional information on this procurement

B. Proposal Submission

1. Proposals submitted in response to this RFP shall be received no later than the time and date specified on Standard Form 33 (SF 33) (Section A of the Request for Proposals) and at the location specified on said Form 33

2. Proposals submitted via the U.S. Postal Service shall be sent to the address specified in Block 8 of the SF33. Hand-carried submissions shall be delivered to the address in Block 7 of the SF 33.

3. Offerors are directed to the solicitation provision Section L entitled "ADDITIONAL BID AND PROPOSAL SUBMISSION REQUIRMENTS", for further instructions on submission of proposals.

C. Proposal Preparation

In the event any portion of the proposal is not written by a bonafide employee of the firm submitting the proposal, a certification to this effect shall be attached to the RFP package and signed by a responsible officer of the offeror showing the person's name, employment capacity, the name of his/her firm, the relationship of that firm to the offeror, and the portion of the proposal so written by the individual.

D. Proposal Format

The proposal shall be prepared on standard-size 8 ½" x 11" 100% recycled paper double spaced text only with foldouts as required. Each offeror shall utilized Times New Roman 12-point type. Type size shall not be smaller than twelve (12) characters per inch. Reduction may be used only for tables and figures, but legibility must be maintained. If foldout pages are used they shall not exceed 11" x 17". Each foldout shall count as two (2) pages toward the page count of the approximate volume. Margins shall not be less than one-inch at top, bottom, and sides, excluding page number.

Offerors shall submit hard copies as follows:

Volume I – Technical Proposal	One (1) Original	Five (5) Copies
Volume II – Cost Proposal	One (1) Original	Two (2) Copies

1. Cover and Title Page. The cover and title page of each proposal must indicate the following information:
    a. The document number and title (Volume I – Technical Proposal; Volume II – Cost Proposal)
    b. The solicitation number of this RFP
    c. The full company name of the offeror
    d. The address of the offeror

2. Master Index. The Master Index must provide a single integrated index for the entire proposal. The Master Index must be placed at the beginning of each volume. This Master Index must identify each major subject by number, title, volume, and page number. This index must also cross reference the appropriate proposal volume and paragraphs to specific RFP paragraphs. The intent of the Master Index is to assure that all requirements are addressed and easily accessible to the evaluators. Copies of the Master Index must be identical for all volumes.

3. Binders. The proposal volumes shall be provided in separate three-ring binders to permit removal of individual sections. The company name of the offeror shall appear at the top of each page.

E. Technical Proposal Instructions (Volume I)

1. Submit your Technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

2. Special Technical Proposal Instructions:

    Technical proposals submitted in response to this solicitation must also be prepared and tabbed in the format described below:

TAB A: ORGANIZATIONAL STRUCTURE, MANAGEMENT APPROACH, AND KEY PERSONNEL

The offeror shall present the information below. This section shall not exceed fifteen (15) pages, plus resumes of key personnel. Resumes of key personnel shall not exceed three (3) pages per resume.

a. The capabilities, experience and resources of the offeror to conduct the tasks as described in the Statement of Work (SOW). Include in the text a description of:

- The overall organizational structure and business philosophy of the offeror;
- Anticipated flow of work between organizational units in response to task orders;

- Points in the structure that management and control decisions for the contract will be made;
- The relative duties and responsibilities of the Contract, Program and Project Manager(s) and other personnel in the overall management of the contract; and
- Any other existing or proposed systems for management of contract responsibilities.

b. The location and description of the primary office facilities and office hours of Key Personnel who will administer the contract.

c. The Key Personnel include, but are not limited to, the Contract Administrator and Program Manager(s) who will be primarily responsible for directing and coordinating all aspects of the resulting contract. Resumes and description of roles and responsibilities of key personnel shall demonstrate their experience and expertise relative to the Statement of Work for this solicitation including his/her role as contributor(s) or preparer(s) of the offeror's technical proposal. The offeror shall provide resume(s) and current letter(s) of commitment for proposed Key Personnel. The resume(s) shall address the qualifications described in the provision entitled "Definition of Labor Categories", and shall not exceed three (3) pages in length. The letters shall be signed by the key personnel as near to the closing date of the Request for Proposal (RFP) as practicable (i.e., within the previous two (2) weeks), and must indicate his/her ability to perform the roles and responsibility in the offeror's proposal and the percentage of time available to work on the resulting contract. Include a discussion of any assumptions, deviations and exceptions as necessary.

d. The Contractor shall include a Conflict of Interest Plan. It shall include the information required by Section M.

TAB B: METHOD AND PROCEDURES FOR IDENTIFYING APPROPRIATE AND COST EFFECTIVE SERVICE PROVIDERS

In no more than ten (10) pages, the offeror shall describe methods/approaches/procedures for identifying and assigning the appropriately knowledgeable, skilled and experienced dispute resolution professionals or technical experts to cases and projects as described in the Statement of Work. The offeror shall include in the response information that describes:

- How the offeror will interact with EPA project staff and managers and outside participants in determining appropriate qualifications for a project;
- The sources and methods the offeror will use to search for appropriate service providers, including any rosters, membership lists or other sources the offeror anticipates using;
- A list with names, addresses and a short paragraph describing general applicable experience of currently anticipated dispute resolution, public involvement and technical firms or consultants that will be a part of the proposal;
- How the offeror will select appropriate service providers, including how the offeror will involve EPA project staff and outside participants in analyzing or assessing the appropriateness of a provider;

- How the offeror will inform the selected provider about contract procedures and relevant EPA policies (including EPA ADR and public involvement policies and EPA settlement policy and appropriate ethical standards in addition to any project specific federal or EPA regulations, policies or procedures);
- How the offeror will conduct conflict of interest checks with providers selected to work under the contract;
- How the offeror will assure best value to the government balancing cost/hourly rates with technical qualifications and geographic location.

TAB C: METHOD AND PROCEDURES FOR QUALITY ASSURANCE, CLIENT SATISFACTION, AND PROBLEM RESOLUTION

In no more than ten (10) pages, the offeror shall describe its methods/approaches/procedures/systems for quality assurance of services and deliverables. The offeror shall include in the response information that clearly and completely describes adequate, practical, cost effective, and timely methods/approaches/procedures/systems to:

- Identify appropriate quality assurance measures at the beginning of a project and apply those measures during and at the conclusion of the project. Quality assurance procedures for written deliverables (work plans, summaries, documents and reports) at both the contract level and the task order/project level shall ensure that these products are high quality, including appropriate format and content, correct spelling, punctuation and grammar, accuracy of both text and calculations and organizational coherence. These procedures shall also ensure that written products require only minimal revisions from EPA before coming final.
- Measure and report client satisfaction with prime Contractor and service provider performance on a regular basis during and at the conclusion of projects and take immediate action to address client satisfaction concerns whenever they are identified.
- Anticipate, prevent and resolve commonly occurring problems such as, but not limited to: incomplete, incorrect, inadequate or late reports and deliverables; incomplete, incorrect, late or lagging costs; cost overrun; communications lapses, misunderstandings or mission creep regarding scope of a project;
- Inform, train, coach, and educate staff and service providers during project performance regarding contracting procedures and substantive conflict resolution or public engagement topics or issues in order to assure continuous high quality performance.

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TAB D: TRACKING, REPORTING, AND INVOICING

In no more than fifteen (15) pages, the offeror shall describe its method/approach/procedures and/or systems for tracking and reporting at the contract, task order and sub task order levels, in the case of Just In Time services. The offeror's proposed tracking and reporting approach should provide for accurate, complete, clear, regular, practical, cost and time effective and timely

tracking. The offeror may present examples of data systems structure, financial tracking reports, case or project status tracking reports, deliverables tracking reports, monthly reports, invoices or other relevant reports to illustrate their capabilities; however, these reports must be included within the page limits for this tab.

The procedures shall also be sufficient to provide accurate, timely and complete data for regular reports, such as the Environmental Collaboration and Conflict Resolution Memorandum Annual Report and periodic queries from EPA management.
EPA expects that there will be a monthly meeting of Contractor Key Personnel, CPRC project officers and contract officers to review overall status of the contract and general status of individual task orders.

EPA Project Officers shall have the ability to easily query and obtain reports directly from any system proffered, without the involvement of Contractor personnel, in addition to having the Contractor respond to requests for reports.

This contract shall require tracking and reporting in all areas described in the Statement of Work for this contract, including but not limited to the status of:

- Contract document processing due and completion dates (e.g. work and cost plans, funding obligation status, closeout);
- Individual case or project milestone and deliverables progress and completion;
- Individual case attributes as required for as CPRC tracking including but not limited to the following examples:
    - Case name,
    - Short case description,
    - Service start and end dates,
    - Service provider name and contact information,
    - EPA sponsor and funder client program or regional office,
    - Type of service provided (facilitation, mediation, outreach, training, situation assessment),
    - Forum (kind of court or level of government)
    - Policy context (what kind of decision is being made – regulation, policy, permit etc.)
    - Agreement or non-agreement seeking
    - Type of task order (case, training, Just In Time etc)
    - Statute involved in the project
    - Public engagement goal (EPA public engagement spectrum)
    - And other case attributes as needed for reporting purposes
- Status of funds including, but not limited to:
    - Total funds obligated to a task order;
    - Percent drawdown of total funds
    - Expenditure of funds (labor and other direct costs)in the current month;

- Lagging costs;
- Remaining funds;

TAB E: PAST PERFORMANCE

Under this tab, offerors shall submit no more than two (2) double spaced pages per contract, detailing past performance information at both the contract and task order levels. Offerors' past performance will be evaluated based on information presented in their proposals and information obtained by the EPA contracting officer from the references supplied by the offerors. Factors that should be addressed in this tab include past performance factors such as:

- Show experience in managing similar contracts of this size and scope;
- Experience in managing Dispute Resolution Services;
- Past Performance scores from CPARS.

In addition, information may be obtained through the Contractor Performance Review System (CPARS). Offerors shall provide all relevant information as listed in Section L.12 "Past Performance Information".

The Past Performance Questionnaire (Attachment 3) shall be used to elicit information from a maximum of five (5) previous clients (federal, state, local, or commercial). Additionally, offerors will be evaluated on the relevance of their previous experience to the SOW task areas at both the contract and task order levels.

If an offeror does not submit the required past performance information, and EPA becomes aware that the offeror, in fact, has relevant past performance history, the offeror may be deemed ineligible for award.

TAB F: SMALL DISADVANTAGED BUSINESS PARTICIPATION

Under this tab, offerors shall provide in no more than three (3) pages the information required by the Section L provision entitled: "SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM"

TAB G: TASK ORDER EXAMPLES

In no more than four (4) pages per case (no more than twelve (12) pages total), the offeror shall describe how it will apply its organizational structure and operating method/approaches/procedures in providing services in each of the cases/projects outlined below. The offeror shall include in the response, information that clearly and completely describes adequate, practical, cost effective, and timely services for the project. The most important features of the response will be those relating to the approach regarding how a service provider is identified and selected and how work, deliverables and reports are managed and evaluated to produce high-quality results; lengthy presentations of substantive, technical or policy environmental issues are not necessary to the response. Cases presented in this tab will be used in evaluating the effectiveness of the offeror's approach to providing services in cases illustrative of those that may be placed under this contract. The Oral Presentations will include a

section during which the offeror will present two (2) of the four (4) cases as selected by the CO at the time of the Oral Presentation. Written case descriptions and oral presentation of cases will be used in determining the scores for Technical Evaluation Criteria 1, 2 and 3.

Task Order Project 1: Case Mediation

EPA Region 7 has brought an administrative enforcement action against a waste-to-energy plant alleging that the operators have accepted and burned materials that are not authorized under its RCRA permit and are alleged to be hazardous wastes. The company has facilities with RCRA permits in several states within the region and has a history of adversarial relations with the region. It has retained legal counsel with a national law firm to represent it in the case, but the firm has limited environmental law experience. The EPA attorney and EPA technical person are interested in mediation as a way to efficiently settle the case without the lengthy and time-consuming process of administrative litigation. The attorney representing the company has tentatively agreed to mediation. Neither party has experience with mediation of an environmental enforcement case. Travel money for EPA staff members is increasingly tight and could limit their ability to meet with the permittee's representatives or the mediator in person. The offeror shall describe how it would approach:

- Identifying relevant mediator qualifications;
- Identifying appropriately skilled candidates (including rosters or other lists consulted);
- Checking for candidates' potential conflicts of interest and verifying their commitments to ethical standards;
- Selecting an appropriate service provider;
- Estimating the level of effort for a work plan;
- Assuring the best value to the government with regard to hourly rates and travel costs
- Overseeing the service provider's work and assuring timely submission of high quality deliverables including monthly and final reports;
- Assuring that the provider has adequate knowledge of and follows:
    - EPA enforcement settlement policies and procedures,
    - EPA ADR procedures including confidentiality procedures and

      EPA/federal contracting requirements.

Task Order Project 2: Outreach and Public Input

The Scenic River in Region 4 has for generations been a neglected urban waterway, ignored by local residents, naturalists, sports enthusiasts, businesses and governments alike. Local residents have little to no understanding or knowledge of whether the river is safe for recreation and other uses, what the pollution sources are, what methods might be employed to reduce pollution loads and what federal, state or local agencies may play a role in pollution prevention, cleanup and public health. Water quality is marginal for recreational uses, although permitted point sources are relatively well controlled at this time. In recent years there has been increased interest in reducing combined sewer overflows, non-point sources and trash so that local residents and businesses interested in recreational use of the river would feel comfortable

using it. There is also increasing interest in developing the waterfront with marinas, parks, hotels and other income generating uses. Many locals resent the potential loss of property and increasing arrival of outsiders, although the boost in their economy would be welcome. EPA is not the only agency with programs that affect the river. Travel money for EPA staff members is increasingly tight, limiting their ability to travel to the area often. EPA Region 4 is interested in identifying appropriate approaches to educating, informing and engaging local stakeholders in improving environmental conditions on the river. The offeror shall describe:

- Identifying and selecting an appropriate service provider or team that provides an appropriate range of outreach and public involvement expertise and that offers best value to the government;
- Checking for candidates' potential conflicts of interest and commitment to ethical standards;
- Estimating level of effort for a work plan;
- Assuring that the service provider has adequate knowledge of EPA outreach policies, procedures and tools;
- Overseeing performance of the service provider in staying within the scope, funding, intentions and goals of the project and assuring timely submission of high quality deliverables including outreach materials, monthly and final reports.
- An approach to recording lessons learned and materials developed in order to reduce the future duplication of effort at other similar sites.

Task Order 3: Superfund Community Advisory Group Facilitation Case

EPA Region 3 is faced with a community surrounding a Superfund site that is in conflict over the clean up and reuse of a site contaminated by numerous chemicals. The chemicals pose vapor intrusion risks in local homes and businesses. There are many differing opinions as to the past harm the site may have caused, how it may be continuing to impact community residents and how much risk any residual contamination will pose to continuing occupation of nearby neighborhoods. There are two extremely loosely organized and competing groups of residents. Travel money for EPA staff members is increasingly tight, limiting the time and the number of trips to the area. Region 3 is interested in assisting this community to determine whether and how it can form a single Community Advisory Group under Superfund and how it might continue to obtain the input of the all members of the community on the Remedial Investigation/Feasibility Study and Record of Decision for the site over the next two to three years. Offerors shall describe how they would approach:

- Identifying and selecting an appropriate service provider that provides best value to the government;
- Checking for candidates' potential conflicts of interest and commitment to ethical standards;
- Estimating level of effort for a work plan, appropriately balancing EPA's funding availability and constraints with the needs of the community for a wider approach to resolving health and risk issues;

- Assuring that the service provider has adequate knowledge of EPA Community Involvement policies, procedures and tools;
- Overseeing performance of the service provider in staying within the scope, funding, intentions and goals of the project;
- Recording lessons learned and materials developed in order to reduce the future duplication of effort at other similar sites.

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Task Order 4: Just-in-Time Task Order

EPA Conflict Prevention and Resolution Center (CPRC) has issued a task order for quick turnaround response to provide facilitators for meetings, workshops, roundtables, etc. that arise with little warning, are fast moving, and involve a small and limited number of meetings with varying numbers of affected stakeholders. Stakeholders may include members of the public, regulated entities, other federal agencies, state or local entities, local businesses and citizens. CPRC anticipates up to 10 active cases per year. Each project will be funded by the sponsoring program or regional office. The CPRC TOPO and the sponsoring offices need timely and accurate reporting on the project specific labor and other direct cost expenditures so that the TOPO can drawdown financial accounting lines related to specific projects. The CPRC TOPO will be allocating monthly invoice payments among up to 10 accounting lines for active projects. The offeror shall describe approaches, methods, procedures or systems to:

- Assist EPA project personnel to identify individual project requirements and service provider qualifications;
- Identify and select appropriately skilled providers that provide the best value to the government;
- Check for candidates' potential conflict of interest and commitment to ethical standards;
- Oversee service provider performance in short term, fast moving projects to performance within scope and budget;
- Evaluate service provider performance in a timely manner;
- Track and report on a monthly basis the costs of the month's drawdown of labor and ODC against the individual project ceiling and the actual invoice billing for each project during each month;
- Summarize, document and report the results of the project.

TAB H: ORAL PRESENTATION

Offerors shall submit presentation slides or handouts under this tab. Oral presentation (both in the relevant portions of Segment 1, Segment 2 and Segment 3 below) shall describe their understanding of the requirements of the Statement of Work. Oral presentations are optional and will be conducted at the discretion of the Contracting Officer and Project Officer(s).

(A). Ground Rules.

(i). Timing. Offerors will receive a confirmation letter from the Contracting Officer with scheduled date and time of their presentation. Offerors will be allowed to enter the room up to fifteen minutes in advance. All equipment and media will be provided by the offerors. No rehearsal time will be provided.

(ii). Rescheduling. The Government reserves the right to reschedule any offerors' presentation at the discretion of the Contracting Officer. Requests from offerors to reschedule their presentation will not be entertained.

(iii). Offeror's Employee Participation. The presentation must be made by at least one of the Key Personnel. The Program Manager who will have operational responsibility for contract performance must be present and must, at a minimum, answer any clarifying questions or issues posed by the Government. Offerors may not use company senior or general managers or consultants to make any part of the oral presentation. The presenters shall use name plates to identify themselves and their title and role.

(B). Topics. Presenters must address the following topics, in the following order, in accordance with the following instructions:

(1) Segment 1:

Offerors shall provide an overview of the information provided above in TAB A, Organizational Structure, Management Approach and Key Personnel; TAB B, Method and Procedures for Identifying Appropriate and Cost Effective Providers; TAB C, Method and Procedures for Quality Assurance, Client Satisfaction; TAB D, Tracking and Reporting and TAB F, Small Business Utilization. This presentation shall not exceed forty (40) minutes.

(2) Segment 2:

Offerors shall present their approach to staffing, managing, tracking and reporting two of the cases described above. All offerors will present the same two cases. The identification of the two cases will be provided to the offerors by the Government Contracting Officer just prior to the start of the oral presentations. During the presentation, offerors shall discuss how they would respond to the Task Order requirements with the management approaches proposed in Tabs 1, 2, 3, 4 and 6. Each case shall be presented in no more than twenty (20) minutes with a total of forty (40) minutes for this segment.

(3) Segment 3:

Each offeror shall be prepared to respond to formal, pre-selected questions presented to offerors on their firm's proposal including the four (4) Task Orders. The third segment will consist of a thirty (30) minute question and answer session

C. Presentation Time Limits. The Contracting Officer will strictly enforce the time limits set forth below:

Summary of Presentation Schedule

Segment 1 (Company Organization)	40 minutes
Segment 2 (Presentation of case #1)	20 minutes

Break	15 minutes
Segment 2 (Presentation of case #2)	20 minutes
Segment 3 (Questions)	30 minutes

Time for clarifications of any aspect of the offeror's proposal may be inserted into the schedule at the time offerors receives their confirmation letter from the Contracting Officer with scheduled date and time of their presentation.

TAB I: Cost or pricing proposal instructions - Volume II

The cost volume of the proposal will present the offerors' labor categories and corresponding fixed labor rates. A Fixed Rate-Indefinite Delivery/Indefinite Quantity (FR-ID/IQ) type contract will result from this solicitation. Individual Task Orders will be issued as discussed in Section G.2 of this solicitation. Proposals submitted on a basis other than FR-ID/IQ will be ineligible for award. The cost proposal shall be organized as follows: Each section shall be titled and tabbed for easy identification.

Section 2.0 - Cost Volume Outline

i. Title Page

ii. Table of Contents

iii. List of Figures

iv. List of Tables

v. List of Appendices

Section 2.1 LOADED LABOR RATES, Prime Contractor, Team Subcontractors and Total Team

Section 2.2 Other Documentation

Section 2.3 Subcontracting Plan

Section 2.4 Exceptions

Enumerated below is a brief outline of the minimum requirements for each section and subsection of the cost proposal.

Section 2.1 LOADED LABOR RATES, shall include the offerors' proposed loaded rates for the Prime Contractor, Team Subcontractors and Total Team.

(1) Provide a summary showing each team member's contribution to the total hours proposal.

(2) For each labor category in each year, offerors shall provide a build-up showing the various elements of costs which comprise the labor rate(s).

(3) Subcontractor/Consultant. For each labor category in each year offerors shall provide a build-up showing the various elements of costs (inclusive of all applicable prime Contractor indirect cost and profit) which comprise its subcontractor/consultant labor rate.

(4) Personnel. EPA's past experience indicates this individual(s) is equivalent to a full time person(s). If offerors elect to propose this individual as an indirect charge, then offerors shall fully and completely describe how this individual(s) duties and responsibilities will be billed to the resulting contract.

(5) Offerors shall prepare an overall total price for the period date of award - 60 months from date of award using the schedule shown in attachment #4. The overall costs must include all subcontractor/consultant costs and all applicable prime Contractor indirect loading.

(6) Offerors must fill-in their fixed rates as required by the clause shown in B.1.

(7) The Government's estimate of the number of hours that may be ordered. The Government does not anticipate the contract period of performance to exceed 5 years. Submit your proposal utilizing the labor categories shown in B.1 and the labor hours shown below:

Period	No. of Hours
Base	205,000

(8) The hours indicated in L.16 are provided for proposal preparation purposes and do not necessarily represent the actual distribution that may be experienced during contract performance, or the amount actually ordered.

(9) The rate, or rates, set forth in B.1 cover all expenses (except ODCs and indirect loadings thereon) including report preparation, salaries, overhead, general and administrative expenses, and profit.

(10) The labor mix breakdown provided in clause B.1 includes prime Contractor hours and subcontractor/consultant hours.

(11). The hours shown in L.16 are considered the Government's best estimate. Once the contract is in effect, the Government may order a different mix of labor from the Contractor depending on the type of projects being performed under the contract.

(12) Labor will not be reimbursed as an Other Direct charge. Offerors **must** propose utilizing the not-to-exceed Other Direct Cost amounts shown in L.17.

(13) Offerors may propose whatever support costs it deems necessary to support the services required by the SOW. Support costs will be included in the fixed rates for Items 0001-0011 in B-1, as indicated in Attachment (6).

(14) Specify financial resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.)

(15) If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your intercompany pricing policy. Separately identify costs and supporting data for each such entity proposed.

(16) If the contract schedule includes the clause, EPAAR 1552.232-73, "Payments- - Fixed Rate Service Contract," or the clause FAR 52.232-7, "Payments Under Time and Materials and Labor-Hour Contracts," include in your cost proposal the estimated costs and burden rate you will apply to materials, other direct costs or subcontracts. The Government will include these costs as part of its cost proposal evaluation. Provide the proposed base and pool for each indirect rate for each year, as well as the actual base and pool costs incurred for each rate for the last three (3) years. Indicate whether such rates have been approved by the government.

(17) Whenever subcontractor effort is included in the proposed costs, the prime Contractor shall include an additional supporting cost summary consolidating all costs (both Contractor and subcontractor) by element for each contract period.

(18) To evaluate offer for award purposes, the Government will apply your proposed fixed-prices/rates to the estimated hours in L.16 and add applicable other direct costs and loadings thereon. The total evaluated price (plus other direct costs) represent the maximum that may be ordered under a resulting contract. This estimate is not a representation by the Government that the maximum will be required or ordered.

(19) The Contractor shall provide a list of first tier subcontractors whose estimated value exceeds $10,000,000.00. This list shall include the company's name, address, contract type and estimated value.

Section 2.3 Subcontracting Plan. This section shall consist of the offeror's subcontracting plan. See FAR subpart 52.219-9.

Section 2.4 Exceptions. This section shall consist of any exceptions the offeror has to the terms and conditions of this solicitation.

Additional Cost Proposal Instructions

(1) Direct Labor.

(i) Attach support schedules for each proposed labor category, indicating both proposed hours and rates. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge, in accordance with your normal accounting treatment, are to be shown separately from that for the technical effort.

(ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to your company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how your technical approach coincides with the proposed costs.

(iii) Describe for each labor category proposed your company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.

(iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.

(v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (Percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

(vi) State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.

(vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

(A) Individual's name;
(B) Annual salary and the period for which the salary is applicable;
(C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and
(D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time

charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(2) Indirect costs (overhead, general, and administrative expenses).

(i) If your rates have been recently approved, include a copy of the rate agreement.

(ii) Submit supporting documentation for rates which have not been approved or audited.

(3) Other Direct Costs (ODC).

(i) The ceilings shown in Section L include all costs including any indirect loadings. Offerors should **not** exceed the specified amounts.

L.11 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-73) (AUG 1999)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA and to whom and where it was submitted or update all outdated information on file.

(a) Contractor's Name:

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(c) Telephone Number:

(d) Individual(s) to contact re this proposal:

(e) Cognizant Government: Audit Agency:

Address:

Auditor:

(f)(1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts $_____

Government fixed-price prime contracts and subcontracts $_____

Commercial Sales $_____

Total Sales $_____

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year $_____

Total Sales for Second Preceding Fiscal Year $_____

(g) Is company a separate rate entity or division?

Yes_____

No _____

If a division or subsidiary corporation, name parent company:

(h) Date Company Organized:

(i) Manpower:

Total Employees:

Direct:

Indirect:

Standard Work Week (Hours):

(j) Commercial Products:

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ actual cost	Standard cost
Estimating System:		
Job Order.....	_____	_____
Process.....	_____	_____
Accumulating System:		
Job Order.....	_____	_____
Process.....	_____	_____

Has your cost estimating system been approved by any Government agency?

Yes _____ No _____

If yes, give name, date or approval, and location of agency:

Has your cost accumulation system been approved by any Government agency?

Yes _____ No _____

If yes, give name, date of approval, and address of agency:

(m) What is your fiscal year period? (Give month-to-month dates):

What were the indirect cost rates for your last completed fiscal year?

Fiscal year	Indirect cost rate	Basis of allocation
Fringe Benefits.....	_____	_____
Overhead.....	_____	_____
G&A Expense.....	_____	_____
Other.....	_____	_____

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government agency:

Date of last pre-award audit review by a Government agency:

If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

(o) Cost estimating is performed by:

Accounting Department----------

Contracting Department----------

Other (describe)----------

(p) Has system of control of Government property been approved by a Government agency?

Yes _____ No _____
If yes, give name, date of approval, and location of the Government agency:

(q) Purchasing System: FAR 44.302 requires EPA, where it is the cognizant Government agency, to conduct a Contractor Purchasing System Review for each Contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed $25 million (annual billings) during the next twelve months. The $25 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government agency?

Yes _____ No _____

If yes, name and location of the Government agency:

Period of Approval:

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the $25 million threshold?

Yes _____ No _____

If you responded yes to the $25 million threshold question, is EPA the cognizant agency for your organization based on the preponderance of Government contract dollars?

Yes _____ No _____

If EPA is not your cognizant Government agency, provide the name and location of the cognizant agency _____

Are your purchasing policies and procedures written?

Yes _____ No _____

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes _____ No _____

(s) Additionally, offerors shall submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

L.12 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed $500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least (3) contracts and subcontracts completed in the last (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

(a) Name of contracting activity.
(b) Contract number.
(c) Contract title.
(d) Contract type.
(e) Brief description of contract or subcontract and relevance to this requirement.
(f) Total contract value.
(g) Period of performance.
(h) Contracting officer, telephone number, and E-mail address (if available).
(i) Program manager/project officer, telephone number, and Email address (if available).

(j) Administrative Contracting officer, if different from (h)above, telephone number, and E-mail address (if available).
(k) List of subcontractors (if applicable).
(l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.
(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.13 TECHNICAL QUESTIONS (EPA-L-15-102)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 14 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.14 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP-H-15-101)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals

has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.
Workers compensation and employer's liability- $1,000,000
Comprehensive general liability- $1,000,000
Comprehensive automobile liability- $1,000,000

L.15 DEFINITION OF LABOR CLASSIFICATIONS

Offerors shall use the following labor classifications in preparing their technical and cost proposals.

(a) Definition of labor classifications. The direct labor hours appearing below are for professional and technical labor only. These hours do not include management at a level higher than the project management and clerical support staff at a level lower than technician. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed. Additionally, the hours below are the workable hours required by the Government and do not include release time (i.e., holiday, vacation, etc.).

(b) Distribution of level of effort. Submit your proposal utilizing the labor categories and distribution of the level of effort specified below:

Base Period: Date of Award - 60 months after Date of Award

Base Period Item	Item Description	Proposal Prep. Hours
0001	Dispute Resolution Prof. - Level 3	70,000
0002	Dispute Resolution Prof. - Level 2	20,000
0003	Dispute Resolution Prof. - Level 1	15,000
0004	Program Manager	10,000
0005	Administrative/Clerical/Tech Support	9,000
0006	Scientific/Technical Analyst - Level 3	20,000
0007	Scientific/Technical Analyst - Level 2	18,000
0008	Scientific/Technical Analyst - Level 1	9,000
0009	Communications Specialist - Level 3	10,000
0010	Communications Specialist - Level 2	12,000

0011	Communications Specialist - Level 1	12,000

(c) When identifying individuals assigned to the project, specify in which of the above categories the identified individual belongs. If your company proposes an average rate for a company classification, identify the professional or technical level within which each company category falls.

A. PERSONNEL

Personnel for this contract shall include the Program Manager(s) or Program Management team. A detailed resume of the education, training and experience of the Program Manager shall be presented in the Contractor's proposal.

A.1. Labor Categories
Offerors shall use the following labor categories in preparing their technical and cost proposals:

Program Manager

Education and Experience:

- Bachelor’s Degree or equivalent,
- 6 years of professional experience in managing US Government contracts with a minimum of twenty (20) Work Assignments or Delivery Orders (Task Orders) annually and at least 10 subcontractors or consultants.
- Demonstrated experience in writing workplans, tracking deliverables, budgeting and tracking and reporting costs, and in interacting with Task Order Project Officers or Work Assignment managers.
- Demonstrated experience in directing or managing a team in delivering services.
- At least 40 hours of dispute resolution training
- At least 40 hours of public involvement training.
- Experience at the senior dispute resolution professional level (below).
- The requirements for the Program Manager position may be met through a proposed individual or a well integrated team.

Duties and Responsibilities include, but are not limited to:

- Management of the contract and task order status, work plan, deliverable, budget and cost tracking system(s) and personnel;
- Management of the contract evaluation, oversight and quality assurance system(s) or program(s);
- Roster management - identification, matching, selecting and managing dispute resolution and public involvement professionals providing services through the contract;
- Invoice and payment of costs;
- Primary contact with the EPA Project Officer.

Contract Administrator

Education and Experience

- Bachelor's Degree (in Business Administration or other related field) or equivalent
- Training in Contract Law
- Experience in Government Contract Administration (2-4 years)
- Familiar with the FAR and EPAAR based procurements

Dispute Resolution Professionals -

Education, Experience and Skills

Post secondary education as noted;

- Education, training and experience in conducting dispute resolution or public involvement processes at the appropriate level;
- Understanding of negotiation, facilitation, mediation and other dispute resolution processes;
- Adherence to the generally accepted norms and ethical codes of the various dispute resolution professions. Relevant examples of ethical codes include those adopted by the American Arbitration Association, American Bar Association, and Association for Conflict Resolution (http://www.acrnet.org/uploadedFiles/Practitioner/ModelStandardsofConductforMediatorsfinal05(1)(1).pdf); the International Association of Facilitators (http://www.iaf-world.org/aboutiaf/CodeofEthics.aspx); and the International Association for Public Participation (http://iap2.affiniscape.com/displaycommon.cfm?an=1&subarticlenbr=8).
- Increasingly the lack of travel funds for EPA staff or stakeholders is pushing many of these processes to be held via telephone, video or on-line. Facilitators will need skills to design appropriate processes to dialogue and gain input via electronic means or a mixture of in person or electronic processes. General guidelines on the integration of technologies into agreement seeking processes and relevant practitioner skills are presented in "Guiding Principles for the Use of Technology in ECR Processes," which was developed by the Technology and ECR Coordinating Committee and is available at http://www.ecr.gov/pdf/GuidingPrinciplesforUsingTechnologyinECRProcesses%28ForDistribution06302011%29.pdf.

- Ability to communicate clearly and concisely orally and in writing;
- Ability to accurately plan, schedule and budget projects and project elements;
- Familiarity with environmental statutes and regulations and enforcement procedures, when required by the Task Order.

Dispute Resolution Professional Level 3 - Senior Mediator, Mediator, Project Leader.

Education and Experience

- Bachelor's Degree or equivalent
- 6 years of professional experience in planning, conducting and supervising dispute resolution or public involvement projects of major significance, necessitating advanced knowledge of dispute resolution,
- Works independently on a case as the lead mediator or facilitator.
- Dispute Resolution Professionals Level 3 identified for environmental cases must meet the qualifications for the National Roster of Environmental Dispute Resolution Professionals (www.ecr.gov) or the functional equivalent.

Duties and Responsibilities include, but are not limited to:

- Conducts situation assessments or convening assessments,
- Designs conflict or dispute prevention, management or resolution processes or public involvement processes;
- Conducts conflict or dispute prevention, management or resolution processes or public participation processes as the lead service provider,
- Designs and conducts evaluations of dispute prevention, management or resolution processes,
- Conducts training in negotiation, dispute resolution and public involvement or other related topics.
- Manages a project team of dispute resolution professional(s), administrative staff and technical experts.
- Estimates, plans, reviews, tracks and manages schedules, deliverables and budgets.
- Manages communications with EPA Task Order Project Officer and parties involved in the case or project.
- Prepares and/or oversees preparation of required reports.

Dispute Resolution Professional Level 2 - Mediator or Associate.

Education and Experience:

- Bachelor's Degree or equivalent
- 3 years of experience in conducting dispute resolution processes;
- Translates guidance received from supervisor into usable information applicable to the particular assignment.

- Dispute Resolution Professional – Level 2 - identified for work on an environmental case shall be working toward completing the qualifications required for the National Roster of Environmental Dispute Resolution Professionals or the equivalent.

Duties and Responsibilities include, but are not limited to:

- Assists the Dispute Resolution Professional Level 3 in complex cases.
- Facilitates breakout sessions or workgroups.
- Conducts situation or conflict assessments, dispute resolution or public involvement proceedings in some simple, less complex cases.
- Records summaries or minutes of meeting electronically, on newsprint or in written form.
- Oversees and coordinates logistics with administrative staff.
- Maintains communication links with the parties.
- Conducts training modules when appropriate under the direction of a senior professional.
- Prepares and/or oversees preparation of required reports.

Dispute Resolution Professional Level 1 - Mediator or Associate.

Education and Experience:

- Associate Degree, Professional Certificate, or equivalent education or experience;
- 1 year of experience in conducting dispute resolution processes;
- Translates guidance received from supervisor into usable information applicable to the particular assignment.
- Dispute Resolution Professional – Level 1 - identified for work on an environmental case shall be working toward completing the qualifications required for the National Roster of Environmental Dispute Resolution Professionals or the equivalent.

Duties and Responsibilities include, but are not limited to:

- Assists the Dispute Resolution Professional Level 3 & 2 in complex cases.
- Facilitates breakout sessions or workgroups.
- Assists senior Dispute Resolution Professionals in conducting situation conflict assessments, dispute resolution or public involvement.
- Records summaries or minutes of meeting electronically, on newsprint or in written form.
- Arranges or coordinates logistics with administrative staff.
- Maintains communication links with the parties.
- Assists more experienced staff in conducting training modules when appropriate.
- Researches technical or process information necessary for the project; collect information, data, surveys.
- Prepares and/or oversees preparation of required reports.

Administrative/Clerical/Technical Support

This labor category provides administrative, clerical or direct support to a specific Task Order. General office support such as phone answering, receptionist, general filing, mailing and typing are not included as work performed and reimbursed directly under this contract.

Education and Experience

- 2 years experience as administrative or clerical support or in a position of responsibility equivalent to that proposed for a particular project.
- Computer skills: word processing systems (Word), spreadsheet and database programs, web research skills, and/or desktop publishing and graphics design programs.

Duties and Responsibilities include, but are not limited to:

- Arranges for conference room facilities and logistics;
- Arranges travel of Contractor staff, consultants and presenters for meetings;
- Arranges conference call lines;
- Conducts pre-registration and registration duties for meetings and other events;
- Coordinates logistics at meeting sites,
- Serves as logistics problem solver at meeting sites;
- Maintains document repositories either in electronic form or hard copy;
- Distributes reports, documents, notices or messages;
- Researches, identifies and/or collects information, papers, documents on behalf of the project;
- Photocopies or arranges for photocopying;
- Assembles reports or documents;
- Edits and proof reads reports, documents, summaries etc;
- Types reports, documents, summaries etc. or performs desktop or web publishing activities for a
- Maintains data systems or spreadsheets.

Scientific/Technical Consultant or Analyst

This labor category provides scientific or technical expertise to dispute resolution providers or trainers.

Scientific/Technical Analyst Level 3

Education and Experience

- Bachelor’s degree or equivalent relevant experience in scientific or technical

fields necessary to support the dispute resolution process.

- 6 years of experience in planning, conducting and supervising assignments of major significance in the areas of biological, chemical, geological or environmental science, public policy, environmental law, economics, statistics, data analysis, risk analysis, or information management, or disciplines related to any of the preceding fields or necessary to assist the senior dispute resolution professional and the parties in conducting the ADR or public participation process.

Duties and Responsibilities include, but are not limited to:

- Supplies advice, counsel or information that contributes to the understanding of parties in a dispute on a topic that is related to that dispute.
- Presents information or findings to disputants in an appropriate and easy-to-understand format.
- Leads the development, implementation and presentation of research and compilation and analysis of data or information.
- Summarizes state of a technical or scientific subject matter;
- Reviews scientific or technical contract deliverables for content, presentation and format.
- Provides direction to junior scientific or technical staff and consultants.
- Prepares and/or oversees preparation of required reports.

Scientific/Technical Analyst Level 2

Education and Experience

- Bachelors Degree or equivalent experience
- 3 years experience in biological, chemical, geological or environmental science, public policy, environmental law, economics, statistics, risk analysis, data analysis or information management or disciplines related to any of the preceding fields or necessary to assist the senior dispute resolution professional and the parties in conducting the ADR or public participation process. OR 2 years specialized experience in graphics, graphic design, document design, meeting or conference planning, note-taking or summary writing, research and document management, writer/editors.

Duties and Responsibilities include, but are not limited to:

- Under the direction of a senior labor category, researches and collects information that helps further define or illuminate particular issues related to a dispute;
- Performs basic analyses;

- Summarizes findings;
- Develops spreadsheets or other formats for storing and presenting data;
- Provides basic data entry and logistical support.
- Prepares and/or oversees preparation of required reports.

Scientific/Technical Analyst Level 1

Education and Experience

- Associate degree, or professional certification or equivalent skills and experience
- 1 year experience in biological, chemical, geological or environmental science, public policy, environmental law, economics, statistics, data analysis, risk analysis, information management or disciplines related to any of the preceding fields or necessary to assist the senior dispute resolution professional and the parties in conducting the ADR or public participation process

Duties and Responsibilities include, but are not limited to:

- Under the direction of a senior labor category, researches and collects information that helps further define or illuminate particular issues related to a dispute;
- Performs basic analyses;
- Summarizes findings;
- Prepares and/or oversees preparation of required reports.

Communications Specialist - Communications Specialist, Writer, Editor, Graphic Designer, Illustrator, Web Designer, Training Designer, Conference Planner

This labor category provides support to the dispute prevention, dispute resolution or public involvement process or training in writing, editing, planning, designing, or illustrating reports (hard copy or electronic), training materials, documents, fact sheets, press releases, summaries, presentations, etc, or provides electronic communications expertise such as web designer or web document manager, media or press communications or provides specialized expertise in conference planning, management or design.

Communications Specialist Level 3

Education and Experience

- Bachelor’s degree or other advanced degree or certificate or equivalent relevant education or experience in communications necessary to support the dispute resolution process.
- 6 years of experience in planning, conducting and supervising assignments of major significance in the areas of communications, risk communication, information

management, web design, graphic design, writer/editor, training materials, presentations, conference management, media or press communications or disciplines related to any of the preceding fields or necessary to assist the senior dispute resolution professional and the parties in conducting the ADR or public participation process or conducting training.

Duties and Responsibilities include, but are not limited to:

- Supplies advice, counsel or information that contributes to the exchange of information of parties in a dispute on a topic that is related to that dispute;
- Designs and writes documents, reports, fact sheets, training materials, press releases, presentations or web content or pages in an appropriate and easy-to-understand format;
- Leads the development, implementation and presentation of research and compilation and analysis of data or information;
- Summarizes state of a technical or scientific subject matter;
- Reviews scientific or technical contract deliverables for content, presentation and format.
- Plans the design of conferences to maximize the ability to achieve the goal most effectively.
- Provides direction to less senior communications team members.
- Prepares and/or oversees preparation of required reports.

Communications Specialist Level 2

Education and Experience

- Bachelors Degree, Professional Certificate or equivalent education and experience
- 3 years specialized experience in communications, risk communication, information management, web design, graphics, graphic design, training materials, presentations, document design, meeting or conference planning, media or press communications, writing, editing, or summary writing, research and document management, writer/editors.

Duties and Responsibilities include, but are not limited to:

- Under the direction of a senior labor category, researches and collects information that helps further define or illuminate particular issues related to a dispute;
- Writes and/or edits documents, reports, fact sheets, media or press releases, web content
- Writes meeting or conference summaries;
- Writes or designs training materials and presentations;
- Develops spreadsheets or other formats for storing and presenting data;
- Designs documents, reports, presentations or web pages in an appropriate and

easy-to-understand format;

- Compiles, analyzes, develops and presents data or information;
- Summarizes state of a technical or scientific subject matter;
- Reviews scientific or technical contract deliverables for content, presentation and format.
- Plans the design of conferences to maximize the ability to achieve the goal most effectively.
- Prepares and/or oversees preparation of required reports.

Communications Specialist Level 1

Education and Experience

- Associate degree, or professional certification or equivalent skills and experience
- 1 year specialized experience in graphics, graphic design, document design, training materials, presentations, meeting or conference planning, note-taking or summary writing, research and document management, writer/editors.

Duties and Responsibilities include, but are not limited to:

- Under the direction of a senior labor category, researches and collects information that helps further define or illuminate particular issues related to a dispute;
- Performs basic analyses;
- Summarizes findings;
- Writes and/or edits meeting summaries, web content;
- Writes portions of or edits documents, reports, training materials, presentations, media or press releases, fact sheets, training materials, presentation materials, web content.
- Prepares and/or oversees preparation of required reports.

L.16 EVALUATION OF OTHER DIRECT COSTS

For evaluation purposes, offerors shall propose the following amounts:

Period	Item	Amount
Base Period	Other Direct Costs	$19,300,000

THE OFFEROR MUST USE THE ABOVE SPECIFIED OTHER DIRECT COST (ODC) AMOUNTS WHEN DEVELOPING THEIR COST PROPOSAL.

L.17 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR 1552.219-72) (OCT 2000)

(a) Section M of this solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract. The nature of the evaluation of an SDB offeror under this evaluation factor or subfactor is dependent upon whether the SDB concern qualifies for the price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns and whether the SDB concern specifically waives this price evaluation adjustment.

(b) In order to be evaluated under the source selection factor or subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime Contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract:

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror who waives the price evaluation adjustment provided in FAR 52.219-23 shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime Contractor in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

L.18 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EPA-L-19-101)

This new procurement is being processed as follows:

(a) Type of set-aside: No Set-Aside Used

(b) 8(a) Program: Not Applicable

L.19 SMALL BUSINESS SUBCONTRACTING PLAN (FAR 52.219-9) (JUL 2013)

(a) This clause does not apply to small business concerns.

(b) *Definitions*. As used in this clause—

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $650,000 ($1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier

subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over $650,000 (over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

L.20 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EPA-H-22-101)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause. Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.21 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any

protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.22 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bids/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bids/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility at another location in S.W. Washington, DC, and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not collocated with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building (Room 61107), 1300 Pennsylvania Ave, N.W., Washington, D.C. The Bid and Proposal Room hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, EPA bidders/offerors/Contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mail room in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, overnight delivery service packages are NOT regularly delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Address Instructions:

For US MAIL:

Environmental Protection Agency
BID and PROPOSAL ROOM, Mail Code 3802R
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Specified Date and Time for Receipt of Bids/Proposals:
Date Time

Solicitation Number:

Offeror's Name and Address:

For Other Than US MAIL

U.S. Environmental Protection Agency
Office of Acquisition Management
BID and PROPOSAL ROOM, Mail Code 3802R
Ronald Reagan Building, 6th Floor, Room 61107
1300 Pennsylvania, Avenue, N.W.
Washington, D.C. 20004

Specified Date and Time for Receipt of Bids/Proposals:
Date Time

Solicitation Number:

Offeror's Name and Address:

L.23 EPA'S GOALS FOR SUBCONTRACTING WITH SMALL BUSINESSES (EPA-L-19-102)

(a) In accordance with FAR 52.219-9, Alternate II, the Contracting Officer is requesting all Large Businesses which submit an offer under a negotiated Request for Proposal (RFP) that is expected to result in a contract which will exceed $650,000 ($1,500,000 for construction) and have subcontracting possibilities provide a subcontracting plan with their initial proposal.

(b) In reviewing offeror's subcontracting plans submitted in accordance with the provision entitled, "Utilization of Small Business Concerns," (FAR 52.219-8)and "Small Business Subcontracting Plan," (FAR 52.219-9) EPA will use its own goals as negotiated with SBA as an Agency guideline. EPA's Socio-Economic subcontracting goal currently totals 50.0% of available subcontract dollars. These goals currently breakout as follows:

	Percent of Subcontract Dollars Awarded
Awards to Small Businesses	55.0%
Awards to Small Disadvantaged Businesses	5.0%
Awards to Women-Owned Businesses	7.5%
Awards to HUB Zone Businesses	3.0%
Awards to Service Disabled Veteran	3.0%

(c) These goals are not intended to be mandatory; however, offerors are encouraged to keep these goals in mind when developing their subcontracting plan. Please note that goals must be proposed as a percentage of total dollars being subcontracted.

L.25 References

The Contractor may consult the websites below for information on the Alternative Dispute Resolution and Public Involvement Programs of the Environmental Protection Agency.

www.epa.gov/adr

www.epa.gov/compliance/cleanup/adr

www.epa.gov/publicinvolvement

www.adr.gov

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES—NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

(1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.

(2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

EVALUATION FACTORS FOR AWARD

A. EVALUATION FACTORS CONSIDERATIONS

A.1. Background Information It is important that the Government have access to the greatest number of dispute resolution professionals with the broadest and most comprehensive experience in facilitating/mediating environmental regulatory, policy, site-or facility-specific enforcement, compliance and permitting disputes across EPA's Headquarters and 10 Regional Offices. EPA understands that the existing business structure of the dispute resolution provider community is characterized by small firms or single practitioners, and the range of skills, knowledge and experience for working with the broad range of EPA disputes is not known to be found in any one firm or person. In addition, most small firms or individuals may not have the capacity to manage the number of client offices, cases or budgets that characterize EPA's current dispute resolution program. The prime Contractor for this contract will be expected to identify from a source or sources, and to provide as an employee, subcontractor or consultant, the most qualified, responsible and available dispute resolution service provider(s) who meet the criteria set out in individual task orders regarding skills, experience, education, abilities and knowledge. In addition, it is important to EPA to minimize any real or perceived bias or conflict of interest. The Contractor shall

be ultimately responsible for all aspects of performance including, but not limited to: identifying and selecting the provider, coordinating efforts, monitoring performance and costs, communicating directly with subcontractors and consultants, and paying of costs.

Contractor should be aware that the selection of a dispute resolution professional or team may require the advance knowledge and consent of numerous parties outside of EPA. Procedures to solicit input and to negotiate approval of a dispute resolution services provider should take this into account. In addition, if at any time the neutrality, credibility, style, procedures, or effectiveness of a service provider become unacceptable to the parties, the Contractor shall have a process that allows the service provider to withdraw or to be replaced.

The Contractor should be aware that the costs of some dispute resolution proceedings may be shared between EPA and the participating parties. The EPA arbitration rule for Superfund cost recoveries and the EPA policy on the use of ADR in enforcement proceedings provide that parties to the proceedings pay their share of the costs. In addition, there are some other types of negotiations and dialogues that may be shared with some or all of the parties involved, with EPA paying only a portion of the costs of the proceeding. These cost sharing procedures are authorized by the Administrative Dispute Resolution Act and the Negotiated Rulemaking Act. Cost sharing is also a well-known practice in the dispute resolution field. To date, this has been accomplished directly between the parties and the mediator with specific procedures documented in an ADR Agreement or Mediation Agreement. This agreement spells out how costs are to be allocated amongst the parties and how the mediator will bill and collect the funding from each of the parties. It has not been necessary for the prime Contractor to establish or use an escrow type account.

In general, dispute resolution professionals identified for this contract must have excellent skills, knowledge and experience in the processes of negotiation, facilitation, mediation and other ADR processes. Dispute resolution professionals eligible for this contract should meet the standards described in the two Reports on Qualifications of the Society of Professionals in Dispute Resolution (SPIDR). Dispute Resolution Professionals Level 3 to be used in environmental cases must meet the qualifications described in the National Roster for Environmental Dispute Resolution Professionals (www.ecr.gov) or the equivalent. Dispute resolution professionals eligible for this contract should subscribe to the Ethical Standards of Conduct of the Association for Conflict Resolution, the American Arbitration Association and the American Bar Association (ABA) or the International Association for Public Participation (IAP2) or the equivalent.

A.2. Technical Merit vs. Cost

(a) The selection for this award will be based upon a best value source selection. The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. Evaluation criteria are listed in order of descending importance however when combined technical evaluation factors are significantly more important than cost or price.

(b) Evaluation of qualifications shall be made both upon the written submission described below and on the basis of a 2 – 3 hour Oral Presentation.

B. TECHNICAL EVALUATION CRITERIA 135 TOTAL POINTS:

1. Organizational Structure, Management Approach and Key Personnel of Offeror 30 points

This criterion relates to the extent that the organizational structure, management approach and key personnel qualifications of the offeror would assure high quality and timely services at a reasonable cost. The factors listed below are in descending order of importance with factors a and b being equal and factors c and d being equal.

a. Cost effective – management labor hours

This criterion measures the extent to which the offeror's proposal demonstrates a cost effective mix of management and staff labor hours to ensure the proper functioning of the contract and individual task orders.

b. Work flow response - calendar time efficiency

This criterion measures the extent to which the organizational, management and reporting structures of the offeror provide services within the time frames or deadlines necessary to provide high quality responses to contract level and task order level work requirements.

c. Personnel accessibility – local office, personnel office hours

This criterion measures extent to which the offeror's key personnel and task order management personnel can be available during Eastern Standard Time Zone business hours with minimal direct costs to meet regularly with EPA contract and task order level managers in person, by telephone and via computer.

d. Key personnel – Contract and Program Managers experience

This criterion measures the extent to which key personnel demonstrate knowledge, skills, abilities and experience appropriate for managing this contract, including experience in performing contracts comparable in size, scope, complexity and subject matter to this contract.

2. Method and Procedures for Identifying Appropriate and Cost Effective Providers
20 points

This criterion measures the efficiency and effectiveness of the method and procedures proposed by the offeror to identify and select appropriately skilled and cost effective service providers in order to assure high quality and timely work at the task order level. Factors below are in descending order of importance with factors b and c being equal.

a. Range of search capabilities

This criterion measures the extent to which the offeror's method and procedures would identify an appropriate range of service providers based on requirements specified by EPA through a search of various rosters and other information.

b. Process for analysis of qualifications match and acceptability

This criterion measures the extent to which the offeror's method and procedures for reviewing, evaluating and selecting the service provider provides the best match to qualifications listed in individual task orders and incorporates feedback from clients regarding acceptability and neutrality.

c. Process for assuring best value to government for provider cost

This criterion measures the extent to which the offeror's method and procedures ensure that service providers offer best value to the government, taking into account lowest possible labor rates and appropriate qualifications and geographic location.

3. Method and Procedures for Quality Assurance, Client Satisfaction, and Problem Resolution
30 points

This criterion measures the extent to which the method and procedures proposed by the offeror assure that services are complete, high quality and submitted within deadlines. The factors listed below are in descending order of importance with factors a and b being equal .

a. Client satisfaction measures at the task order level

This criterion measures the extent to which the offeror's method and procedures for monitoring and reporting client satisfaction levels with prime Contractor and service provider performance ensure that this contract is providing the highest quality work within deadlines established by EPA.

b. Method for prevention and resolution of problems

This criterion measures the extent to which the offeror's method and procedures ensure that the prime Contractor can anticipate and prevent common problems with communication, service provision, reporting, invoicing and other issues. It also measures the extent to which the offeror's method and procedures for resolving issues raised by clients or service providers during performance of a project or identified during periodic evaluations of client satisfaction are resolved in a timely, cost effective and efficient manner.

c. Deliverables review and QA

This criterion measures the extent to which the offeror's quality assurance procedures ensure the submission of high quality reports and deliverables that require only minimal revisions from EPA before becoming final and are submitted within deadlines set in the task order or technical direction.

d. Method for educating providers in contract substance and process

This criterion measures the extent to which the offeror's method and procedures for providing their service providers with continuing information, training, coaching and education on contracting procedures and dispute resolution and public involvement topics ensure continuous high quality performance.

4. Tracking and Reporting

10 points

This criterion measures the extent to which the method and procedures proposed by the offeror for tracking contract and project level financial and work progress will ensure that it and EPA have the up-to-date, complete and accurate information necessary to manage the contract. Factors listed below are considered to be equally important

a. Contract level reporting on information, finances and status of all task orders

This criterion measures the extent to which the offeror's proposed method and procedures for timely, accurate and comprehensive reporting ensure that it and EPA can effectively and efficiently manage all aspects of the performance at the contract level. Reporting at the contract level includes reports required by SOW, FAR and EPAR, regular reporting (in person or via electronic reports or systems) on contract document status, financial status and work performance status. Contract level reporting also includes the ability of EPA to obtain timely and accurate summaries of information for reports such as the annual CEQ Environmental Conflict and Collaboration Report and reports to EPA management on client use, types of cases, case costs etc. Contract level reporting includes the ability of CPRC staff members and the CO have the ability to easily query and obtain reports directly from any system proffered without the involvement of Contractor personnel, in addition to having the Contractor respond to requests for reports.

b. Task order reporting – status and financial reports and invoices

This criterion measures the extent to which the offeror's proposed method and procedures for timely, accurate and comprehensive reporting at the Task Order level ensures that EPA task order and project officer staff have adequate and timely knowledge to effectively and efficiently manage individual task orders. Reporting at the Task Order level includes reports on the financial and substantive progress and status at the task order and sub-task-order level. Task order level reporting also includes the ability of EPA TOPOs have the ability to easily view and obtain reports directly from any system proffered without the involvement of Contractor personnel, in addition to having the Contractor respond to requests for reports.

5. Past Performance 15 points

Information derived from the Federal CPARS system and independent surveys by the Contracting and Project Officers of past clients cited will be used to develop scores for this criterion. Offerors with no relevant past performance will receive a neutral rating. Factors listed below are considered to be equally important.

a. Experience in managing size of contract

This criterion measures the extent to which the offeror demonstrates the organization's and key personnel's experience in providing services on a federal contract of similar size, number of projects and complexity.

b. Experience in managing type of services (DR and PI)

This criterion measures the extent to which offeror demonstrates the organization's and key personnel's experience in providing services in the subject matter of this contract, including conflict prevention and resolution, public participation and outreach, alternative dispute resolution primarily in environmental issues.

c. Past Performance scores from CPARS and questionnaires

This criterion measures the offeror's past performance as documented through the federal CPARS system and information provided in past performance questionnaires or reference checks.

6. Oral Presentations 15 Points

The Offeror's oral presentation will be evaluated based upon (All factors listed below are considered to be of equal importance):

1. Organization and clarity of the presentation;
2. Demonstrated understanding by the presenting key personnel of EPA's requirements in the Statement of Work;
3. Technical and management approach to the case examples presented including responses to pre-prepared questions.

7. Task Order Examples 15 points

The Offeror will be evaluated on its detailed description of the steps it would take in approaching the sample Task Orders. Factors listed below are considered to be of equal importance.

The Offeror's response to the task order examples will be evaluated based upon:

1. Technical understanding, knowledge and approach in meeting the Task Order objectives.

2. Ability to use the management systems discussed in TAB C to and efficiently select an individual or team of dispute resolution professionals to staff the project.

3. Ability to manage and ensure quality assurance using the system proposed under TAB D throughout the period of task order performance.

8. Small Business Plan and Goals Pass/Fail

Under this criterion, offerors will be evaluated based on the extent to which small disadvantaged business (SDB) concerns are included in the plans for distributing work in the performance of the contract including the following:

- The extent to which SDB concerns are specifically identified in the proposal to participate in the performance of the contract;
- The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than non-enforceable commitments);
- The complexity and variety of the work the SDB concerns are to perform under the contract;
- The realism of the proposal to use SDB concerns in the performance of the contract.

Offeror's not passing this criterion will not be considered for award.

9. Conflict of Interest Plan Pass/Fail

This criterion measures the extent to which the offeror's method and procedures for conducting conflict of interest reviews of proposed service providers ensures that service providers present no perceived or actual conflicts of interest.

M.3 MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS (EPA-L-09-103)

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or

mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractor's COI Plans should be identified by a version number, date, and applicable CO for any previously approved COI Plan.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COS when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the last three years, all current work, all sites (if applicable) and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a Contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system; however, the data base shall contain, at a minimum, the following information and capabilities:

(1) a list of the company's past and public clients;
(2) a description of the type(s) of work that was performed and any other pertinent information;
(3) a list of the past sites (when applicable) a Contractor has worked on;

(4) a list of site name(s) (when applicable) related to any work performed;
(5) the ability to search and retrieve the information in the data base; and
(6) dollar value of work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/TO/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/TO/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/TO/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/TO/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the

purpose of making COI determination; e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI, as well as submit Limitation of Future Contracting (LOFC) requests for approval.

[END OF SECTION M]

ATTACHMENT 1

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

SOURCE SELECTION SENSITIVE INFORMATION

Name of offeror: _____

Contract Information

Name of Contractor:
Contract Number:_____
Contract Title:
Contract Value:
Type of Contract:
Period of Performance:

The ratings below are supplied by the Contractor identified above, NOT the offeror.

N/A - Not Applicable

5 - Exceptional- Performance meets contract requirements and significantly exceeds contract requirements to the Government's benefit. For example, the Contractor implemented innovative or business process reengineering techniques, which resulted in added value to the Government. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

4 - Very Good- Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.

3 - Satisfactory- Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the Contractor appear satisfactory, or completed corrective actions were satisfactory.

2 - Marginal- Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Contractor has submitted minimal corrective actions, if any. The Contractor's proposed actions appear only marginally effective or were not fully implemented.

1 - Unsatisfactory- Performance does not meet contractual requirements and recovery is not likely in a timely or cost effective manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Contractor's corrective actions appear or were ineffective.

0 - Incompetent- Performance never meets contractual requirements and damages have resulted from performance. The contractual performance of the element or sub-element is totally insufficient and without merit.

Performance Elements	0	1	2	3	4	5
1. Quality of Product or Service						
2. Timeliness of Performance						
3. Effectiveness of Management						
4. Initiative in Meeting Requirements						
5. Response to technical Direction						
6. Responsiveness to Performance Problems						
7. Compliance with Cost Estimates						
8. Customer Satisfaction						
9. Overall Performance						

10. Remarks of outstanding performance:

Provide data supporting this observation; you may continue on a separate sheet if needed.

11. Remarks on unsatisfactory performance:

Provide data supporting this observation; you may continue on a separate sheet if needed.

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with (insert offerors name) again?

14. Information provided by:

Name:

Title:

Mailing Address (Street and P.O. Box):

City, State and Zip Code:

Telephone Number:

Fax Number:

Time of Call:

Date Information provided:

15. Questionnaire completed by:

Name of EPA Employee:

Signature of EPA Employee:

Title:

Date Questionnaire Completed:

ATTACHMENT 2

SAMPLE COST ESTIMATE DOCUMENT

COST PROPOSAL FORMAT - Year 1
Team Member (Name of Prime of Subcontractor)

	0001		0002		0003		0004		0005		0006		Total	
Prof DL Hrs														
Prof DL Rate														
Prof DL $														
Support DL$*														
Total DL$														
Fringe	%	$	%	$	%	$	%	$	%	$	%	$		
Overhead	%	$	%	$	%	$	%	$	%	$	%	$		
Subtotal														
G&A	%	$	%	$	%	$	%	$	%	$	%	$		
Material Handling	%	$	%	$	%	$	%	$	%	$	%	$		
Total Cost														
Profit	%	$	%	$	%	$	%	$	%	$	%	$		
Total Price														
ODC's	N/A		N/A		N/A		N/A		N/A		N/A		$	
Indirect Loading on ODC's	N/A		N/A		N/A		N/A		N/A		N/A		%	$
Grand Total	N/A		N/A		N/A		N/A		N/A		N/A			

*This is an example of a cost build-up that offerors can use to show costs by element, including hours and direct labor rate by category. Includes program management, contract administration and administrative support.

COST PROPOSAL FORMAT - Year 2
Team Member (Name of Prime of Subcontractor)

	0001		0002		0003		0004		0005		0006		Total	
Prof DL Hrs														
Prof DL Rate														
Prof DL $														
Support DL$*														
Total DL$														
Fringe	%	$	%	$	%	$	%	$	%	$	%	$		
Overhead	%	$	%	$	%	$	%	$	%	$	%	$		
Subtotal														
G&A	%	$	%	$	%	$	%	$	%	$	%	$		
Material Handling	%	$	%	$	%	$	%	$	%	$	%	$		
Total Cost														
Profit	%	$	%	$	%	$	%	$	%	$	%	$		
Total Price														
ODC's	N/A		N/A		N/A		N/A		N/A		N/A		$	
Indirect Loading on ODC's	N/A		N/A		N/A		N/A		N/A		N/A		%	$

Grand Total	N/A	N/A	N/A	N/A	N/A	N/A	

*This is an example of a cost build-up that offerors can use to show costs by element, including hours and direct labor rate by category. Includes program management, contract administration and administrative support.

COST PROPOSAL FORMAT - Year 3
Team Member (Name of Prime of Subcontractor)

	0001		0002		0003		0004		0005		0006		Total
Prof DL Hrs													
Prof DL Rate													
Prof DL $													
Support DL$*													
Total DL$													
Fringe	%	$	%	$	%	$	%	$	%	$	%	$	
Overhead	%	$	%	$	%	$	%	$	%	$	%	$	
Subtotal													
G&A	%	$	%	$	%	$	%	$	%	$	%	$	
Material Handling	%	$	%	$	%	$	%	$	%	$	%	$	
Total Cost													
Profit	%	$	%	$	%	$	%	$	%	$	%	$	
Total Price													
ODC's	N/A		N/A		N/A		N/A		N/A		N/A		$

Indirect Loading on ODC's	N/A	N/A	N/A	N/A	N/A	N/A	%	$
Grand Total	N/A	N/A	N/A	N/A	N/A	N/A		

*This is an example of a cost build-up that offerors can use to show costs by element, including hours and direct labor rate by category. Includes program management, contract administration and administrative support.

COST PROPOSAL FORMAT - Year 4
Team Member (Name of Prime of Subcontractor)

	0001		0002		0003		0004		0005		0006		Total
Prof DL Hrs													
Prof DL Rate													
Prof DL $													
Support DL$*													
Total DL$													
Fringe	%	$	%	$	%	$	%	$	%	$	%	$	
Overhead	%	$	%	$	%	$	%	$	%	$	%	$	
Subtotal													
G&A	%	$	%	$	%	$	%	$	%	$	%	$	
Material Handling	%	$	%	$	%	$	%	$	%	$	%	$	
Total Cost													
Profit	%	$	%	$	%	$	%	$	%	$	%	$	

Total Price								
ODC's	N/A	N/A	N/A	N/A	N/A	N/A	$	
Indirect Loading on ODC's	N/A	N/A	N/A	N/A	N/A	N/A	%	$
Grand Total	N/A	N/A	N/A	N/A	N/A	N/A		

*This is an example of a cost build-up that offerors can use to show costs by element, including hours and direct labor rate by category. Includes program management, contract administration and administrative support.

COST PROPOSAL FORMAT - Year 5
Team Member (Name of Prime of Subcontractor)

	0001		0002		0003		0004		0005		0006		Total
Prof DL Hrs													
Prof DL Rate													
Prof DL $													
Support DL$*													
Total DL$													
Fringe	%	$	%	$	%	$	%	$	%	$	%	$	
Overhead	%	$	%	$	%	$	%	$	%	$	%	$	
Subtotal													
G&A	%	$	%	$	%	$	%	$	%	$	%	$	
Material Handling	%	$	%	$	%	$	%	$	%	$	%	$	
Total Cost													
Profit	%	$	%	$	%	$	%	$	%	$	%	$	

Total Price														
ODC's	N/A		N/A		N/A		N/A		N/A		N/A		$	
Indirect Loading on ODC's	N/A		N/A		N/A		N/A		N/A		N/A		%	$
Grand Total	N/A		N/A		N/A		N/A		N/A		N/A			

*This is an example of a cost build-up that offerors can use to show costs by element, including hours and direct labor rate by category. Includes program management, contract administration and administrative support.

COST PROPOSAL FORMAT - Total
Team Member (Name of Prime of Subcontractor)

	0001		0002		0003		0004		0005		0006		Total
Prof DL Hrs													
Prof DL Rate													
Prof DL $													
Support DL$*													
Total DL$													
Fringe	%	$	%	$	%	$	%	$	%	$	%	$	
Overhead	%	$	%	$	%	$	%	$	%	$	%	$	
Subtotal													
G&A	%	$	%	$	%	$	%	$	%	$	%	$	
Material Handling	%	$	%	$	%	$	%	$	%	$	%	$	
Total Cost													

Profit	%	$	%	$	%	$	%	$	%	$	%	$		
Total Price														
ODC's	N/A		N/A		N/A		N/A		N/A		N/A		$	
Indirect Loading on ODC's	N/A		N/A		N/A		N/A		N/A		N/A		%	$
Grand Total	N/A		N/A		N/A		N/A		N/A		N/A			

*This is an example of a cost build-up that offerors can use to show costs by element, including hours and direct labor rate by category. Includes program management, contract administration and administrative support.

ATTACHMENT 3

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

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

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

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

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

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

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

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

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

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

(9) **Payee's Name and Address** - show the name of the Contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the Contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

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

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

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

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

_____ _____

(Name of Official) (Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a Contractor is required to submit in its Standard Form 1035 is set forth as follows:

(1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.

(2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.

(3) **Schedule Number** - leave blank.

(4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.

(6) **Articles or Services** - insert the contract number as in the Standard Form 1034.

(7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's
Cost Policy and Rate Negotiation Branch.

(9) The **fee** shall be determined in accordance with instructions appearing in the contract.

> NOTE: Amounts claimed on vouchers must be based on records maintained by the Contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the Contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

A. SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by Contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds $1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed $2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the Contractor's accounting system.

B. SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds $1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed $2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the Contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for Contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract

period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the Contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a Contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1) **Contractor's Name and Address** - show the name of the Contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the Contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.

(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the Contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The Contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the Contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.