ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 03/21/2019

2. CONTRACT NO. (If any): EP-W-17-003

3. ORDER NO.: 68HERH19F0110

4. REQUISITION/REFERENCE NO.: PR-OLEM-18-00586

5. ISSUING OFFICE (Address correspondence to):
HQAD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

6. SHIP TO:
a. NAME OF CONSIGNEE: Greta Harman, TOCOR, 202-564-1025
b. STREET ADDRESS:
U.S. EPA
William Jefferson Clinton Bldg.
1200 Pennsylvania Ave., NW
Mail Code 5104A
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20460
f. SHIP VIA:

7. TO: JOHN PUTMAN
a. NAME OF CONTRACTOR: SRA International, Inc.
b. COMPANY NAME:
c. STREET ADDRESS: 15036 CONFERENCE CENTER DRIVE
d. CITY: CHANTILLY
e. STATE: VA
f. ZIP CODE: 20151

8. TYPE OF ORDER
[ ] a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
[X] b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: Office of Emergency Management

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[ ] a. SMALL [X] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED [ ] e. HUBZone
[ ] f. SERVICE-DISABLED VETERAN-OWNED [ ] g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM [ ] h. EDWOSB

12. F.O.B. POINT:

13. PLACE OF
a. INSPECTION: Destination
b. ACCEPTANCE: Destination

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date): 03/12/2020

16. DISCOUNT TERMS:

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 097779698 Task Order Title: "EOC Operations and Coordination" The Invoice Approving Official for this task order is Portia Perry, Continued ...					

18. SHIPPING POINT:

19. GROSS SHIPPING WEIGHT:

20. INVOICE NO.:

17(h) TOTAL (Cont. pages): $528,125.00

21. MAIL INVOICE TO:

SEE BILLING INSTRUCTIONS ON REVERSE

a. NAME: RTP Finance Center

b. STREET ADDRESS (or P.O. Box):
US Environmental Protection Agency
RTP-Finance Center (AA216-01)
109 TW Alexander Drive
www2.epa.gov/financial/contracts

c. CITY: Durham
d. STATE: NC
e. ZIP CODE: 27711

17(i) GRAND TOTAL: $257,708.00

22. UNITED STATES OF AMERICA BY (Signature): 03/21/2019
ELECTRONIC SIGNATURE

23. NAME (Typed): Tiffaney Wilson
TITLE: CONTRACTING/ORDERING OFFICER

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
03/21/2019	EP-W-17-003	68HERH19F0110

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	perry.portia@epa.gov, 202-564-2285. The Task Order COR (TOCOR) is Greta Harman, Harman.greta@epa.gov, 202-564-1025. TOCOR: Greta Harman InvoiceApprover: Portia Perry Admin Office: HQAD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Accounting Info: 18-T-D3P-000DC6-2505-HQ00BM00-18D3P17030-001 BFY: 18 Fund: T Budget Org: D3P Program (PRC): 000DC6 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 18D3P17030-001 Period of Performance: 03/13/2019 to 03/12/2020					
0001	This task order supports EOC operations at EPA HQ and at time across the regional offices during times of steady state and response. The contractor shall perform services in accordance with the attached Statement of Work (SOW) and CSRAs proposal dated 07 December 2018. The ceiling amount awarded for the Base Year of this task order is $257,708.00. There are 2,600 labor hours approved for the Base Year. Funding in the amount of $100,000.00 is obligated to this task order which the Contractor is not authorized to exceed. Any expenditure above the current funded ceiling/task order amount of $100,000.00 is at the Contractor's own risk. This task order is hereby incrementally funded for the Base Year at the amount of $100,000.00.					
0002	The contractor shall perform services in accordance with the attached Statement of Work (SOW) and CSRAs proposal dated 07 December 2018. The ceiling amount awarded for Option Year I of this task order is Continued ...				261,771.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $261,771.00

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
03/21/2019	EP-W-17-003	68HERH19F0110

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	$261,771.00. The total labor hours approved for Option Year I is 2,600 hours. (Option Line Item) 03/12/2020					
0003	The contractor shall perform services in accordance with the attached Statement of Work (SOW) and CSRAs proposal dated 07 December 2018. The ceiling amount awarded for Option Year II of this task order is $266,354.00. The total labor hours approved for Option Year II is 2,600 hours. (Option Line Item) 03/12/2021				266,354.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $266,354.00

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B-3 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994)

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

B-5 EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING. (APR 2004)

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

(b) The Contractor will be ineligible to enter into a contract for remedial action projects for which the Contractor has developed the statement of work or the solicitation package.

(c) The following applies when work is performed under this contract: Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the work assignment, task order, or tasking document and for a period of five (5) years after the completion of the work assignment, task order, or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) Any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(e) 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.

(f) 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.

(g) 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 (g) 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.

(h) 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.

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

(End of clause)

B-6 EPAAR 1552.211-72 MONTHLY PROGRESS REPORT. (JUN 1996)

(a) The Contractor shall furnish 1 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 consents, overtime approvals, and work plan approvals.

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

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

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

(3) Labor hours.

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

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

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

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

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

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

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

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

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

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

(3) Labor hours.

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

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

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

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

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

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

(5) Average total cost labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

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

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

(g) The reports shall be submitted to the following addresses on or before 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	Address (email and/or shipping)
1	Contracting Officer's Representative.	harman.greta@epa.gov
1	Contracting Officer.	wilson.tiffaney@epa.gov

(End of clause)

B-7 EPAAR 1552.211-76 LEGAL ANALYSIS. (APR 1984)

B-8 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016)

B-9 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (DEC 2018)

B-10 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)

B-11 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)

B-12 EPAAR 1552.237-70 CONTRACT PUBLICATION REVIEW PROCEDURES. (APR 1984)

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within 7 calendar days after the Contractor's transmittal to the Contracting Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

B-13 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

B-14 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

1 - (b)(4) - Task Order Manager (TOM), Principal Analyst

2 - (b)(4) - Deputy TOM, Principal Analyst

3 - (b)(4) - Program Manager

B-15 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT. (APR 1984)

B-16 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(1) The Contractor should notify the Contracting Officer in writing promptly, within 10 (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 10 (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:

SECTION C - Description/Specifications

SECTION D - Packaging and Marking

SECTION E - Inspection and Acceptance

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

SECTION F - Deliveries or Performance

F-1 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989)

SECTION G - Contract Administration Data

SECTION H - Special Contract Requirements

H-1 Local Clauses EPA-H-09-101 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is 'yes', describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.

2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.

3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?

4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.

5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

H-2 Local Clauses EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

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

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

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

H-3 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For

assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

SECTION I - Contract Clauses

I-1 FAR 52.203-3 GRATUITIES. (APR 1984)

I-2 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I-3 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-4 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-5 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

I-6 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (OCT 2015)

(a) *Definition.*

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

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

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

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

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

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

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

Poster(s) Obtain from

EPA Hotline Poster may be obtained from: http://www.epa.gov/oig/hotline/html or write to EPA Office of Inspector General ATTN: OIG Hotline (2443) 1200 Pennsylvania Avenue, NW Washington, DC 20460

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-7 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

I-8 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)

I-9 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I-10 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

I-11 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days.

(End of clause)

I-12 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days (*60 days unless a different number of days is inserted)* before the contract expires. The preliminary notice does not commit the Government to an extension.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six (6) months(months)(years).

I-13 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-14 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

I-15 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)

I-16 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I-17 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-18 FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS. (MAY 2011)

I-19 FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. (AUG 2012)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate. (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by

employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) 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 clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed $50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) 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. (1) For the purposes of this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor-

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are-

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) 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. The Contractor shall give credit to the Government for cash and trade discounts, rebates, 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 Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price.

If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price 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 ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative 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 designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. 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.

(h) Interim payments on contracts for other than services. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

I-20 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-21 FAR 52.233-1 DISPUTES. (MAY 2014) - ALTERNATE I (DEC 1991)

I-22 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I-23 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)

I-24 FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

I-25 FAR 52.243-7 NOTIFICATION OF CHANGES. (JAN 2017)

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(d) *Government response.* The Contracting Officer shall promptly, within 15 (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

I-26 FAR 52.244-2 SUBCONTRACTS. (OCT 2010)

(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: Not applicable

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

I-27 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)

I-28 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I-29 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

(End of clause)

SECTION J - List of Documents, Exhibits and Other Attachments

EOC Operations and Coordination

OFFICE OF EMERGENCY MANAGEMENT
REGULATION, EVALUATION AND TECHNICAL SUPPORT

TASK ORDER TITLE: **EOC Operations and Coordination**

TASK ORDER STATEMENT OF WORK

I. BACKGROUND

The Office of Emergency Management (OEM) is responsible for providing policy, programmatic support and technical assistance to its stakeholders, including Regional EPA preparedness, planning and response programs operating under the authorities of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) as amended by the Superfund Amendment and Reauthorization Act (SARA), the Clean Water Act (CWA), the Oil Pollution Act (OPA) of 1990, the Stafford Act, Clean Air Act 112r and various Homeland Security presidential initiatives.

OEM program operations and coordination activities include headquarters support for emergency responses, time and non-time critical removals as defined in the National Oil and Hazardous Substances Contingency Plan (NCP) and major responses under the National Response Framework (NRF), programmatic and coordination support also extends to various activities related to Department of Homeland Security (DHS) initiatives and chemical emergency preparedness and prevention.

In addition, OEM serves as the lead office for coordination of headquarters emergency operations associated with Emergency Operations Center (EOC) activations involving oil, hazardous materials, and other environmental problems; catastrophic disasters involving and/or affecting hazardous material, oil releases and EPA facilities and sites. The Headquarters EOC in the William Jefferson Clinton Building serves as the focal point for national coordination efforts during a major incident.

II. SCOPE OF WORK

The purpose of this task order is to provide technical assistance to support EOC staff in Headquarters and, where appropriate, regional personnel. The focus of this support is on EOC-related program operations and coordination led by the Preparedness, Response, and Operations Division (PROD), but may also encompass support for related EOC activities in other OEM directorships. Technical assistance shall also include support for the EPA Headquarters Emergency Operations Center, Emergency Support Function (ESF) #10, and during alerts and activations for large-scale disasters, emergencies, exercises and pre-deployments.

III. PERIOD OF PERFORMANCE

The period of performance for the initial period shall be from **13 March 2019 to 12 March 2020.**

The Government has the option to extend the effective period of this task order for **two (2)** additional periods. Prior to the expiration of the effective task order period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. The period of performance for the Task Order Option Periods are defined below:

	To:	From:
Base Year	3/13/2019	3/12/2020
Option Period I	3/13/2020	3/12/2021
Option Period II	3/13/2021	3/12/2022

IV. TASKS

TASK 1: Technical Support
Within the allotted time the contractor shall submit a proposed work plan. The work plan shall include a description of the contractor¿s technical approach for accomplishing this work assignment, identification of all potential data sources and methods for analysis, and a detailed technical and staffing plan. The work plan shall also include a schedule of deliverables, including the plan for monthly reporting and regular communications.

DELIVERABLES	DUE DATES
Work Plan	Within the 21 days from being issued
Monthly Reports	Monthly
Routine Communications	Ongoing (at least semi-monthly)

TASK 2: Support for EOC Operations and EOC Staff
The EPA has 11 Emergency Operations Centers (EOC), each serving as an Agency hub of communications and coordination during significant incidents. The EOC at Headquarters connects to all EPA Regions and Special Teams to facilitate seamless coordination across the Agency and US States and Territories. The Office of Emergency Management (OEM) manages the HQ EOC facility and directs operations during exercises, events and incidents.

OEM also maintains EOC daily operations and situational awareness on a 24/7 basis through a team of Watch Officers and additional OEM personnel. The HQ EOC Watch Office connects with the National Response Center for notification of oil spills and hazardous materials and closely monitors news media and other sources for environmental releases. In addition, the EOC's Watch Officers and other EOC staff coordinate with FEMA, the DHS National Operations Center (NOC), White House Operations and all other Federal responding agencies.

The contractor shall provide support and developmental materials for the EOC and its staff in two overarching categories ¿ support for daily operations/activations, and SharePoint use and adoption.

Subtask 2.1: Technical Support for EOC Operations

Support of Steady-State Operations
The Contractor shall provide support to Watch Officers (WO) through assistance with drafting Standard Operating Procedures (SOPs) and Standard Operating Guidelines (SOGs and job aids) for the conduct of Watch Officer, After-Hours Watch Officer, and other support functions in the EOC. The contractor shall plan for providing support for two revisions to the WO SOP Handbook, approximately every 6 months. The revisions shall include new and updated job aides as warranted. The revisions shall be prepared and submitted by the Contractor first as draft and, after review by the EPA Task Officer, as final in both Word and pdf files. The Contractor shall also support the planning of and attend semi-annual WO meetings when the WO SOP Handbook revisions are discussed.

In addition to the main WO SOP, the contractor shall provide support with the development of supplemental procedures covering daily ops and activation scenarios. The contractor shall provide support and analysis of Regional EOC (REOC) operations and provide assistance with developing and distributing best practices, preparing EOC incident statistics (e.g., number of EOC spot reports, number of OSC deployments, pre-deployments, notable exercises) by region and by quarter (fiscal year and) and annually (by fiscal year and calendar year). For planning purposes, the Contractor shall support four Webinars with the Regions, four conference calls and four Video Conference Calls on EOC/REOC coordination.

DELIVERABLES	DUE DATES
Watch Officer SOP Revision (2)	Semi-annual, exact schedule estimate March and September delivery dates

Support for Bi-annual Watch Officer Refresher Training	Semi-annual, exact schedule estimate April and October delivery dates
Quarterly and Annual EOC statistics	Quarterly by fiscal year and annual by fiscal and calendar year report
EOC/REOC Webinars	four calls planned during the late spring, summer, and early fall months
EOC/REOC VTC Meeting Participation	four VTCs roughly three months apart
Best Practices Document	Update continuously with final report at the end of the fiscal year
EOC Conference Calls	4 calls roughly 3 months apart

Subtask 2.2: Support of EOC Activations and Exercises

During times when the EOC activates, the contractor shall provide Incident Command System (ICS) trained personnel to fill ICS positions as needed (primarily Documentation and Resources). The Contractor shall assist in the creation of SOPs and revisions of any applicable Job Aids specific to the incident. Contractor Support under this task shall require frequent visits to the EOC. For resource estimation purposes, the contractor shall plan on providing two contractor staff on site for six weeks covering EOC ICS General Staff positions (e.g., Documentation and Resource Units) six days per week, ten-hour work days. During performance periods where there have been no activations, emphasis will be placed on supporting EOC exercises. Contractors working under this subtask should have ICS training up to the 300/400 level.

DELIVERABLES	DUE DATES
Support during EOC Activations & Exercises	As needed

Subtask 2.3: SharePoint Adoption, Use, and Maintenance
As the Agency tries to promote the use of SharePoint as a data management and collaboration tool for the HQ EOC and among removal managers in Regional EOCs, the contractor will provide technical support on SharePoint use and adoption. The contractor shall provide technical advice and guidance on SharePoint solutions for data management and collaboration in the EOC and for the Agency¿s Removal Managers. As needed, the contractor will help move and organize materials currently stored on the Agency¿s G://Drive within SharePoint. The contractor shall conduct bi-annual reviews of the SharePoint resources to ensure that pages remain up-to-date, uncluttered, and fully functional.

The contractor shall provide support on the development of a template SharePoint space for use during exercises and activations. As directed, the contractor shall provide training materials on the implementation of the SharePoint template, including SOPs and SOGs, an instructional video series, and user guides/fact sheets. As directed, the contractor shall provide technical advice on how to best customize the template to meet the needs of individual incidents, as well as the needs of staff in EPA¿s regional EOCs.

The contractor shall support creation of an annual exercise scenario and accompanying materials (i.e., scenario document, exercise inject list, exercise player Concept of Operations document and player power-point presentation) that the Agency can `use to practice EOC SharePoint use among identified ICS positions in the EOC. The contractor shall support development of materials to replicate the exercise in a Regional EOC. The contractor shall attend and participate in both the EOC and REOC exercise. The contractor shall plan on providing two contractors on-site for two days working a regular work day for both the EOC and REOC exercises. For the REOC exercise, the Contractor shall plan for travel to an EPA region.

The contractor shall submit all deliverables under this task to EPA first as a draft, and then after review by the task officer, in the finalized file format requested by the Agency.

DELIVERABLES	DUE DATES

Bi-annual SharePoint maintenance and reporting	2 times a year; exact schedule estimate March and September
Transfer of Agency files from G:// Drive into SharePoint	Estimated due date July 2019
SharePoint SOPs, fact sheets, and user guides	Update continuously with report at the end of the year
SharePoint templates for EOC and REOC use during incidents and application support	Due April 2019, with as needed consultations with REOCs looking to adapt it
SharePoint-based EOC exercise	Estimated due date July 2019
Instructional video series on using the SharePoint in the EOC (2-3 videos)	Series to be complete by September 2019

V. POINT OF CONTACT

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VI. TECHNICAL EVALUATION CRITERIA

The following evaluation criteria shall be used to evaluate the contractor¿s proposal, with technical criteria being more important to price.

1. TECHNICAL APPROACH

The contractor will be evaluated on its technical approach to the task order. The technical approach should demonstrate technical solutions program evaluation that allow for addressing complex technical solutions that allow for addressing complex technical issues related to EOC performance. The approach should include details of specific methods, techniques, and innovative solutions for completing each discrete task.

2. TECHNICAL CAPABILITY

The contractor will be evaluated on its demonstrated understanding and ability to perform the requirement. The contractor should demonstrate a familiarity with EOC operations, IT technology (especially SharePoint), ICS implementation, exercise design, program evaluation, EPA response operations, and related regulations, policies, and guidance. The contractor should demonstrate its capability in exercise and SharePoint design.

3. LABOR MIX

The contractor will be evaluated on its proposed labor mix. The labor mix should include professionals with demonstrated experience, relevant education/expertise and qualifications to successfully manage the task, and to meet the schedule demands with a high degree of technical competence and minimal follow-up. This section shall also include a labor mix breakdown of labor categories and hours proposed for this task order with identification of hours to be performed by the prime and team subcontractors. Full resumes are not required, however offerors shall provide a description of the relevant experience and qualifications in this section for every person they consider key

personnel on this task order.

Optional additional evaluation factors include but are not limited to¿

INNOVATION/ CREATIVITY
The contractor will be evaluated on its demonstrated ability to provide innovative and/or creative solutions in its technical approach to the requirement.

KEY PERSONNEL
The offeror¿s proposed Key Personnel will be evaluated on demonstrated experience, education, and qualifications necessary to successfully manage and perform the task order SOW.

SMALL DISADVANTAGED BUSINESS PARTICIPATION
The contractor will be evaluated on its proposed small disadvantaged business subcontracting participation.

PAST PERFORMANCE
The contractor will be evaluated on its demonstrated quality of the offeror¿s performance of contracts and subcontracts currently in process or completed during the past three (3) years, which are similar in size, scope, and complexity to this requirement. Offerors with no past performance history, whose past performance is not relevant, or for whom past performance data is not available, will be given a neutral rating for this factor and will not be evaluated either favorably or unfavorably on past performance.

TRAVEL
Performance under this work assignment requires travel. The contractor shall conduct local and Continental United States (CONUS) travel in accordance with GSA¿s Federal Travel Regulation found here: www.gsa.gov/ftr. The contractor shall conduct Outside the Continental United States (OCONUS) travel in accordance with DoD¿s Joint Travel Regulations found here: http://perdiem.hqda.pentagon.mil/perdiem/trvlregs.html. The contractor shall adhere to the requirements of Federal Acquisition Regulation (FAR) Subpart 31.2 in incurring allowable travel costs under this work assignment.

Task Order Statement of Work - EOC Operations and Coordination

Attachment Number	Title	Date