ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER: 11/13/2014

2. CONTRACT NO. (If any): EP-BPA-12-H-0036

3. ORDER NO.: EP-B15H-00017

4. REQUISITION/REFERENCE NO.: PR-OAR-15-00172

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

6. SHIP TO:
a. NAME OF CONSIGNEE
b. STREET ADDRESS
c. CITY
d. STATE
e. ZIP CODE

7. TO: DICKRAN BABIGIAN
a. NAME OF CONTRACTOR: EASTERN RESEARCH GROUP, INC.
b. COMPANY NAME
c. STREET ADDRESS: 110 HARTWELL AVENUE
7816747200
d. CITY: LEXINGTON
e. STATE: MA
f. ZIP CODE: 024213136

f. SHIP VIA

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.
☒ 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: OAR/OAP/CPPD

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☒ 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: Destination

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)

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)
	GSA Contract #: GS-10F-0036K DUNS Number: 112947395 ESIB TO# 0203 Green Power Partnership Strategy, Operations, Recruiting and Account Management Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

21. MAIL INVOICE TO:
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(h) TOTAL (Cont. pages): $0.00

17(i) GRAND TOTAL: $246,626.00

22. UNITED STATES OF AMERICA BY (Signature): 11/13/2014 ELECTRONIC SIGNATURE

23. NAME (Typed): Sharron Doherty
TITLE: CONTRACTING/ORDERING OFFICER

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
11/13/2014	EP-BPA-12-H-0036	EP-B15H-00017

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Period of Performance: 12/01/2014 to 11/30/2015					
0001	ESIB TO# 0203 Green Power Partnership Strategy, Operations, Recruiting and Account Management CO: Sharron Doherty COR: JAMES CRITCHFIELD ALTERNATE COR: MELISSA KLEIN Budget estimate dated November 10, 2014 for $246,626.00 and 2,160 hours is approved. Funding in the amount of $42,000.00 is hereby provided. An additional $204,626.00 is needed to fully fund this order. The contractor shall not exceed the funded amount. Additional funds will be provided as they become available. Accounting Info: 15-16-B-58E4-101A46-2505-1558EE5034-00 1 BFY: 15 EFY: 16 Fund: B Budget Org: 58E4 Program (PRC): 101A46 Budget (BOC): 2505 DCN - Line ID: 1558EE5034-001 Funding Flag: Complete Funded: $42,000.00 PERSONS RESPONSIBLE FOR APPROVING INVOICES: COR: JAMES CRITCHFIELD ALT COR: MELISSA KLEIN The obligated amount of award: $42,000.00. The total for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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52.217-8 Option to Extend Services. (NOV 1999)

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

(End of clause)

1552.208-70 Printing. (DEC 2005)

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 103/4by 141/4inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 103/4by 141/4inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

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

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

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

(End of clause)

1552.209-71 Organizational conflicts of interest. (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, 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 (e), unless otherwise authorized by the Contracting Officer.

(End of clause)

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/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 be submitted to the following addresses on or before the TBD 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	Contracting Officer

1552.216-73 Fixed rates for services-indefinite delivery/indefinite quantity contract. (APR 1984)

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

Personnel classification	Skill level	Estimated direct labor hours	Fixed hourly rate	Total
SEE ATTACHMENT 4				

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 Delivery Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery 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 Delivery Orders.

(End of clause)

1552.232-70 Submission of invoices. (JUN 1996) - Alternate I (JUN 1996)

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

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

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

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

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

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost

elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

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

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

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

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

1552.232-73 Payments-fixed-rate services contract. (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.

(End of clause)

1552.235-79 Release of contractor confidential business information. (APR 1996)

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

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

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

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

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

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42

U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

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

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

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

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

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

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

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

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

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

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

(End of clause)

1552.237-75 Paperwork Reduction Act. (APR 1984)

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

(End of clause)

1552.237-76 Government-Contractor Relations. (JUN 1999)

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

(b) Contractor personnel under this contract shall not:

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

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

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

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

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

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

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

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

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

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

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

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

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 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:

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

(ii) Countermand any communication regarded as a violation,

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

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

(End of clause)

52.242-100 Contract Administration Representatives

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

Contracting Officials responsible for administering this contract are as follows:
Sharron Doherty
Jessica Wilson
Rachel Schwartz

EP 52.000-000 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY

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.

1552.242-71 Contractor Performance Information (Deviation).

Contractor Performance Information (May 2010 Deviation)

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

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

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer's representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

1552.223-71 EPA GREEN MEETINGS AND CONFERENCES (MAY 2007)

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

Clause EPA-2012-10 -- Unpaid Federal Tax Liability & Felony Criminal Violation Certification (Apr 2012)

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

> (i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and
> (ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2012 contract funding.

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

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

This clause is incorporated by reference. The full text of the clause is available at: http://www.gpoaccess.gov/ecfr/.

FAR Clause 52.232-99, Providing Accelerated Payment to Small Business Subcontractors (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

STATEMENT OF WORK
Program Support Activities for Climate and Clean Energy for ESIB

BACKGROUND

The Environmental Protection Agency's Energy Supply and Industry Branch (ESIB), a branch under the Climate Protection Partnerships Division, is responsible for a range of successful, climate change programs and initiatives that reduce greenhouse gas (GHG) emissions by creating and expanding markets for clean energy (distributed generation, renewable energy and green power, combined heat and power, energy efficiency, and other clean energy options). ESIB's programs (see Attachment 1) are forging innovative public-private partnerships for addressing U.S. GHG emissions while helping to increase energy security and reliability and promoting economic development. The primary goal of these programs is to cost-effectively reduce emissions of GHG and other air emissions while providing additional benefits to ESIB partners and other clean energy stakeholders in the form of enhanced recognition and a smaller corporate climate footprint.

To achieve this goal, ESIB works to remove the barriers to investments in clean energy that prevent cost-effective policies, programs and projects from reaching their full potential. ESIB partners, who also assist ESIB in addressing the policy, financing, and programmatic barriers to broader deployment of clean energy technologies, include: the private sector, ranging from Fortune 500 to small businesses; colleges and universities; non-profit organizations; investor, publicly and cooperatively owned utilities; regulatory commissions; federal, state, and local government agencies; and Native American tribes. Toward this goal, ESIB also coordinates with other EPA programs such as ENERGY STAR, AgSTAR, the Landfill Methane Outreach Program, Wastewater Management, and RE-Powering America's Land to help partners achieve their clean energy and GHG reduction goals.

OBJECTIVE

The objective of this Statement of Work (SOW) is to garner technical, administrative, and recruiting support to effectively implement the range of ESIB programs (and other related programs within CPPD) and assist in their enhancement as needed. Support to ESIB under this SOW shall include: the provision of long-term and short-term technical assistance and customer support for the Branch's programs; marketing of its programs and recruiting new partnership prospects; and the development of analyses to support corporate GHG emissions accounting, reporting and reductions. Work under this contract shall also include investigation of clean energy technologies and utility policy options such as those in the energy efficiency, renewable energy, distributed generation, green power, combined heat and power, and demand response sectors, and development of new and innovative strategies for reducing GHG emissions such as renewable energy certificates, carbon offsets, carbon neutral programs, energy efficiency credits, clean energy set-asides, and other mechanisms and instruments to reduce GHG emissions.

CLEAN ENERGY AND CLIMATE CHANGE

Significant cost-effective opportunities exist for reducing emissions from the energy supply sector. Some opportunities arise from improving the efficiency of energy generation processes, while others involve replacing carbon-intensive fuels with less-carbon-intensive fuels to generate energy. These opportunities can be found in all scales of energy generation in utility, industrial, and end-use sectors.

A particularly cost-effective example of a clean, efficient energy supply technology is combined heat and power (CHP). The average efficiency of fossil-fueled power plants in the U.S. is 30% and has remained virtually unchanged for 40 years. When purchased electricity is combined with on-site thermal generation (assuming 80% boiler efficiency), the typical combined efficiency is 49%. CHP systems typically achieve overall fuel efficiencies of 55% to 80% and reduce fuel use 20% to 50% over separate heat and power. This improvement in efficiency is an excellent pollution prevention strategy that reduces emissions of carbon dioxide and criteria air pollutants. Furthermore, since CHP is located at the energy user's site, it reduces electric transmission and distribution losses (averaging 7% to 10%) resulting in further efficiency gains, as well as providing an efficient use of our natural resources such as fossil and renewable fuels through a highly-optimized system producing two or more useful outputs from one fuel input.

Another group of technologies that offer emissions reduction benefits over conventional energy technologies are renewable energy technologies. Renewable energy resources (e.g., wind, solar, geothermal, and biomass) produce energy with little to no greenhouse gases and are increasingly cost-effective; making them among the fastest-growing energy generation technologies in the world.

Finally, emerging "distributed generation" energy technologies like fuel cells and gas-powered microturbines also offer reliable, high-quality onsite energy in a clean, efficient manner. While offering substantial emissions reductions and economic benefits, these technologies have not been implemented on a wide scale in the U.S. because of financial, informational, and institutional barriers.

This contract will continue to assess opportunities for cost-effective technology applications, analyzing the potential barriers, and undertaking program activities to overcome the identified barriers.

In addition to these clean energy supply technology activities, EPA also seeks to encourage GHG reductions through the use of standard corporate GHG accounting and inventory practices and application of best GHG mitigation practices. The new Center for Corporate Climate Leadership will provide interested companies and organizations with the tools to assess and mitigate their GHG emissions and, in partnership with prominent climate non-profit organizations, help set the standard for climate performance and leadership. Under the auspices of the Center, ESIB will also continue to advance a small business pilot sponsored by the General Services Administration that is testing out approaches to GHG inventories and goal-setting ahead of implementing requirements under E.O. 13514.

WORK AREAS

The Contractor shall provide support to the EPA in the following work areas, the majority of which fall under the responsibility of the Energy Supply and Industry Branch of the Climate Protection Partnerships Division:

1.0 CLEAN ENERGY

1.1. Combined Heat and Power (CHP): The Contractor shall help EPA work to encourage end users to evaluate and implement CHP projects and increase knowledge of CHP systems and their environmental and economic benefits among: state, local and federal policymakers, state permitting authorities; and engineers, architects and the sustainable design community. EPA's CHP Partnership Program will work with the industrial and commercial sectors, the CHP industry, the Department of Energy and other appropriate organizations to identify and remove obstacles to, and raise awareness of, investments in CHP.

1.2. Distributed Generation: The Contractor shall help EPA focus on encouraging clean, high-efficiency distributed energy generation, including electrical and thermal. Activities will include: addressing regulatory/permitting barriers; working with state agencies on output-based approaches to air regulation; assessing grid integration and smart grid implications; engaging in standards development; and, evaluating of the performance and potential of existing and new technologies for industrial, commercial and/or residential markets.

1.3. Renewable Energy: The Contractor shall encourage the development of renewable energy markets and project development for both electric- and thermal-based technologies. Activities will include: addressing cost barriers by investigating markets for both small-scale and utility-scale renewable technologies, including analysis of renewable/natural gas hybrid applications and power storage applications; evaluating of regulatory and technical barriers to transmission of renewable energy; renewable energy financing; analysis of the environmental benefits of renewable portfolio standards; engaging in standards development; and removing permitting/siting barriers for renewable energy plants and projects.

1.4. Green Power: The Contractor shall help EPA increase demand for green power, a subset of renewable electricity purchased or installed voluntarily. Activities include: supporting the Green Power Partnership with its efforts to encourage non-residential electricity customers to use green power and existing Green Power Partners to increase their market support with targeted outreach, recognition, and limited technical assistance as well as updating and improving credible market standards.

1.5. Other Clean Energy Technologies: The Contractor shall help EPA seek to identify innovative opportunities for electric and gas utilities as well as end-users to reduce their corporate GHG emissions and building energy use through more efficient use of energy, switching to cleaner fuels, co-firing, or other means.

1.6 Clean Energy Policy Analysis, Research, and Technical Analysis

The Contractor shall help EPA conduct policy research and analysis on a quick-turnaround and longer-lead basis per technical direction from the EPA Task Order Contracting Officer's Representative. The product of these requests will be used to support policies that remove barriers to clean energy (including CHP technologies) and help create a business case for increased clean energy investment.

1.6.1. Policy Analysis: The Contractor shall help EPA conduct research and analyses of key electric and gas industry issues related to clean energy investment, including but not limited to utility ratemaking and revenue requirements, rate design, interconnection rules, integrated resource planning, energy portfolio standards, shareholder incentives, model program development, and standard methods for program evaluation, measurement, monitoring and verification per technical direction. Since much research and analysis in these areas already exists, the Contractor shall summarize existing approaches before undertaking specific analysis to avoid duplication. Policy analysis is inclusive of, but not limited to, case studies, quantitative analysis, and broader policy analysis.

1.6.2. Research: The Contractor shall fill research requests on clean energy best practices and review or prepare text for scoping papers per technical direction. The Contractor shall provide a summary of all research and literature review, as appropriate, in a specific format per technical direction.

1.6.3. Technical Analysis: The Contractor shall help EPA perform technical analyses of the actual or potential impacts of proposed policies, standards, or programs that have been proposed

or are already being implemented per technical direction. These may include, but are not limited to, studying electricity grid effects, including reduction in peak demand, demand response measures, reduction in grid congestion, displaced emissions, effects on grid reliability, market impacts, project economics, and/or effects on overall electricity cost to consumers. The audience for this analysis is mainly state policy makers and regulators but may include other stakeholders as well. These analyses may involve independently collecting data, but may also involve working with state and regional stakeholders to analyze existing data and survey existing programs.

2.0 GHG ACCOUNTING, MANAGEMENT, & ANALYSIS

2.1. Policy and Technical Outreach: The Contractor shall help EPA catalyze corporate GHG management standards, guidance, best practices, and program development by working with local, state and federal policymakers as well as non-governmental bodies to help them understand and engage in the various accounting standards, guidance, policies and programs, as well as best practices that can be gleaned from existing efforts to promote GHG management.

2.2. Corporate GHG Data Management: The Contractor shall help EPA develop and update tools and materials to facilitate cost-effective corporate GHG inventory and reporting programs. The Contractor will provide technical support for the implementation of the EPA-GSA small business pilot in order to test out approaches to meeting future contractor GHG reporting requirements under E.O. 13514. The Contractor will also provide technical support for the enhancement of existing corporate and federal GHG inventory and reporting guidelines and protocols, including Scope 3/supply chain accounting and accounting for renewable energy purchases and usage in Scope 2.

2.3. Analysis: The Contractor shall help EPA conduct research and analyses of GHG management policies, standards, guidance, and practices, including but not limited to accounting practices, federal guidance, sector-specific emissions trends, data collection and quality management, and reduction opportunities, as well as review existing and proposed GHG policies and assess the impact of these programs. Policy analysis is inclusive of, but not limited to, case studies, quantitative analysis, and broader policy analysis.

WORK TASKS

1.0 PROGRAM RELATED ACTIVITIES

The Contractor shall help EPA perform program related activities, including recruiting, program outreach and promotional work, metrics and tracking, and customer service to ensure that existing and new programs and initiatives developed to reduce GHG emissions achieve their full potential. The Contractor shall undertake activities on the full-range of ESIB programs, by providing services such as recruiting new program participants for voluntary partnerships, as well as tracking GHG emission reductions and other program statistics and customer service for programs in all areas covered by the SOW. Contractor personnel, under the technical direction of EPA, shall provide the following tools and services to partners: (1) assist Branch staff to identify and solicit new partnership agreements, (2) assist existing partners in evaluating their facilities, practices, and application of new technologies in accordance to guidelines set by EPA, (3) provide computer software tools packages approved by EPA that enable partners to assess energy options and applications, (4) develop and disseminate comprehensive project handbook/reference guides, and (5) facilitate public recognition for partners by distributing EPA approved, ready-to-use promotional materials including the program logos and public-service placement of advertising in major magazines and newspaper articles. The Contractor shall obtain approval from the EPA Task Order Contracting Officer's Representative prior to placing any advertising on behalf of EPA.

1.1. Recruiting: Recruiting is the process by which new voluntary partners are identified and brought into ESIB programs. The Contractor shall assist EPA undertake recruiting tasks for partnership programs under all areas of the SOW including the Combined Heat and Power Partnership and Green Power Partnership, and any future partnerships that may be subsequently developed by the Branch. The Contractor shall:

1.1.1. Identify target companies and organizations for specific programs. Once identified, EPA's Task Order Contracting Officer's Representative will review and approve the recommended target audiences prior to further recruitment efforts by the Contractor.

1.1.2. Identify key issues or barriers that influence or constrain the decision of various target audiences to participate in ESIB voluntary programs;

1.1.3. Identify options for overcoming barriers and/or addressing issues;

1.1.4. Develop recruiting tools, including recruiting materials, and information to address barriers;

1.1.5. Make recruiting presentations to prospective partners. The content and the format of these presentations must be approved in advance by EPA;

1.1.6 Track domestic clean energy and climate change conferences and suggest opportunities for EPA participation and collaboration; and

1.1.7. Work with existing EPA voluntary partners to encourage peer and general recruiting of new partners.

1.2. Program Work: The Contractor shall help EPA ensure that new program participants receive government-furnished background information and support in addressing technical needs in order to easily complete program requirements. The Contractor shall:

1.2.1. Develop new or updated partner packages or program description materials;

1.2.2. Develop information and tools to aid in the completion of key program activities by partners or allies;

1.2.3. Assess program effectiveness and identify enhancements;

1.2.4. Develop mailings and key communication pieces to address current or prospective participant needs and improve their awareness or understanding of the program. Mailings and communications pieces will be approved by EPA prior to dissemination.

1.2.5. Provide technical analysis, guidance and troubleshooting in specific technical areas as requested by program participants and approved by ESIB Task Order Contracting Officer's Representative;

1.2.6. Develop materials and tools to address specific technical needs of program participants; and

1.2.7. Develop outreach and promotional materials to help develop new partner leads and recruit new organizations into the Partnership programs.

1.3. Tracking: In order to ensure that EPA can track progress in recruiting and enacting programs, achieving program goals and objectives, and effectively organize its contacts with prospective and current program participants, the Contractor shall help EPA maintain an up-to-date tracking system for program areas under the SOW that allows the sharing of information between programs. The Contractor shall enhance tracking system efficiency by creating linkages between CPPD programs with similar programmatic goals and objectives. The Contractor shall:

1.3.1. Track progress in recruitment, implementation, and emissions reductions in all program areas covered by the SOW in accordance with standard agency indicators and metrics;

1.3.2. Develop reporting forms to obtain essential information in accordance with all US Government requirements;

1.3.3. Develop and/or maintain program tracking systems, including those for contact management, which allow accurate tracking and follow-up on requests for program information or technical assistance made by phone, meetings, e-mail or other forms of contact, and program databases which track progress of all participants within a program.

1.3.4. Conduct data entry and maintenance functions for program tracking systems;

1.3.5. Review data in tracking systems to identify data gaps or key issues;

1.3.6. Develop reporting templates and prepare summary reports for discussion with the EPA Task Order Contracting Officer's Representative.

1.4. Customer Service: The Contractor shall help EPA provide prompt and accurate customer service for Branch program partners and the public. Contractor personnel are required to identify themselves as an EPA Contractor when dealing with the public and other government agencies and officials. The Contractor shall provide a range of customer services to facilitate the prompt and effective dissemination of information via program websites, electronic mail, social media, and hotlines.

In all cases, the Contractor shall provide professional, courteous, timely, cost-effective, and customer-oriented services. All actions taken to provide customer service will be entered into an appropriate tracking system. The Contractor shall:

1.4.1. Distribute written communications and reports via program websites, electronic mail, and social media; and

1.4.2. Respond to inquiries received through program electronic or voice in-boxes.

2.0 TECHNICAL AND ANALYTICAL WORK

In order to identify new program areas and ensure that current programs are technically sound and reflect the best and most recent technical information, the Contractor shall help EPA undertake technical and analytical activities for programs in all areas under the SOW. Technical and economic evaluations must take into consideration all legal and regulatory issues including general business regulations, environmental laws and regulations, safety standards and specifications, financial laws, or other technical rules, regulations, or laws which may have an impact on project feasibility. These activities shall include:

2.1 Measurement Programs: The Contractor shall help EPA undertake measurement programs of various emission sources to establish overall levels of emissions, to assess the effectiveness of various mitigation options, and to address areas of scientific uncertainty related to emission factors and key variables which affect emission levels. The contractor shall assist in developing and updating approaches to corporate GHG data analysis and management.

2.2. Technological Evaluations: The Contractor shall assist EPA evaluate the technical feasibility of emissions measurement or emission reduction options to be implemented by program participants, prospects, or relevant sectors on a general or site-specific basis. The Contractor shall evaluate the impact of technical issues related to project implementation, such as cost, sustainability, timing, risk and other relevant issues related to a project's feasibility. These evaluations may be conducted on a global, national, regional, local, or entity basis as specified by EPA.

2.3. Economic and Financial Evaluations: The Contractor shall help EPA develop economic and financial feasibility evaluations for emissions measurement and emission reduction options to be implemented by program participants, prospects or sectors on a general or site-specific basis. The Contractor shall evaluate project economics and financial requirements. The Contractor shall evaluate the impact of such factors as potential trends in energy prices, access to investment capital, trends in interest rates, tax rates, and economic/financial risks on a project's feasibility. These evaluations may be conducted on a global, national, regional, local, or entity basis.

2.4. Market Evaluations: The Contractor shall help EPA evaluate market standards and conditions for clean energy supply technologies and techniques that can mitigate or reduce emissions of greenhouse gases. The Contractor shall evaluate potential markets for clean energy technologies and/or other greenhouse gas mitigation technologies and update EPA staff on trends, technologies, regulations, or financing tools that may impact the market for clean energy.

2.5 Analytical Modeling Activities: The Contractor shall help EPA provide analytical modeling for a variety of purposes, including assessment of emissions measurement and mitigation methods (in terms of technical, economic or financial impacts) on a global, national, regional, local, or site-specific basis. The Contractor shall conduct analytical modeling of potential penetration of clean energy technologies in the U.S. economy and their usefulness as a greenhouse gas reduction tool. The Contractor shall develop, refine and use a range of analytical modeling tools related to all program areas under the SOW. The Contractor shall perform modeling efforts such as the following: input-output models, simulation models, discounted cash-flow models, electricity dispatch models, or other common model types. The Contractor shall compile and manage data bases on climate change and related multimedia environmental issues. The Contractor shall run mathematical models that can be used to assess options for greenhouse gas mitigation and track progress of actions taken to mitigate or adapt to climate change. In addition, the Contractor shall review models developed by others and analyze results in terms of accuracy of assumptions and quality of analysis.

Specific modeling activities may include:

> **2.5.1. Emission Reduction Modeling:** The Contractor shall evaluate the applicability of available and emerging clean energy technologies to cost-effectively reduce emissions from various fossil fuel generation sources. The Contractor shall estimate the penetration of such technologies on a global, regional, national, local and/or site-specific basis.
>
> **2.5.2. Energy Market Modeling:** The Contractor shall conduct modeling and analyses of different forms of energy, especially binding constraints, over time. The Contractor shall perform statistical and econometric modeling and develop novel approaches and solutions to statistical

problems. The Contractor shall develop models that explore the implications of regulatory actions, particularly the resulting economic impacts and incentives.

2.6 Site-Specific Feasibility and Engineering Work: The Contractor shall help EPA provide site-specific feasibility and engineering work on greenhouse gas measurement and reduction opportunities for programs under the SOW. The Contractor shall assess the applicability of available or emerging clean energy technologies to measure or reduce greenhouse gas emissions under site-specific conditions in the United States or abroad. The Contractor shall cover the following topics: technical feasibility; engineering requirements; costs and revenues; project implementation issues (such as permitting, legal or regulatory issues); and financing issues.

The Contractor shall evaluate site-specific conditions related to various emissions and measurement of greenhouse gases and identify sites with strong potential to reduce these emissions cost-effectively. The Contractor shall evaluate the applicability of common technologies and techniques under different conditions. The Contractor shall analyze the potential to adapt existing technologies at specific sites and shall assess the applicability of available technologies and techniques for maximizing emission reductions. The Contractor shall evaluate issues involving the application of available and emerging technologies under the technical and institutional conditions of the site or sites being investigated.

3.0 LOGISTICAL SUPPORT FOR MEETINGS

The Contractor shall provide support for the design, development, and execution of a full range of events, including expert meetings, conferences, colloquia, workshops, training programs, seminars, and other means of public gathering necessary to accomplishing the mission of the SOW, while adhering to EPAAR clause 1552.223-71, EPA Green Meetings and Conferences.

The Contractor shall identify and retain, as needed, appropriate meeting facilitators, administrative support, expert speakers, and logistical assistants, provide meeting facilities including supporting audiovisual equipment, and produce agendas, records, and proceedings. The Contractor shall develop event agendas according to guidelines set by EPA and with EPA's approval. Subject to EPA review and approval, the Contractor shall prepare the necessary mailing lists, announcements, and draft press releases to notify potential attendees of scheduled meetings.

This task is related to conference planning and execution services included in this Statement of Work, and allows the contractor to collect mandatory and/or non mandatory registration fees (as applicable and to be specified at the task order level) from non-federal attendees of a formal EPA Conference. The amount of the registration fees collected may be set by the contractor and may be used to cover meals and light refreshments for non-federal attendees. The contractor may not submit a claim to the Government for any shortfall in fees.

The Contractor shall provide support for the following:

3.1. Pre-Meeting Tasks:

3.1.1. Prior to the conference or meeting, the Contractor shall identify possible conference or meeting venues and related pricing information (if neither Government space nor EPA conference facilities are available).

3.1.2. The Contractor shall reserve meeting rooms and other areas needed for registration and displays, arrange for copying and audiovisual equipment, microphones, and furniture room

setups, and all other meeting logistics as may be necessary for the successful completion of the event;

3.1.3. The Contractor shall prepare and distribute in a timely manner, all EPA-approved pre-conference or meeting information to the participants, including review drafts, pre-registration forms, informational pamphlets, and agendas.

3.1.4. The Contractor shall make contact with all speakers and presenters to ascertain their audiovisual and equipment needs as well as obtain and review presentations for consistency with format, goals, etc., and duplicate for the attendees as necessary

3.1.5. The Contractor shall design, develop, produce, provide, and convey all meeting materials as may be necessary for the event such as registration packets, name badges, biographies, signage, and other meeting materials to the conference site.

3.2. <u>On-Site Meeting Tasks:</u>

The Contractor shall:

3.2.1. Conduct inspections of the meeting/conference with site personnel to ensure that facilities, furniture, equipment and signs are appropriate and meet the needs of the event;

3.2.2. Manage registration for all attendees and ensure the timely distribution of all conference and meeting materials;

3.2.3. Provide reporting, transcription, and note-taking services, and typing, reproduction and photocopying services as needed; and

3.2.4. Advise attendees of any changes to meeting times or speakers, and handle logistical questions or issues in consultation with the EPA Task Order Contracting Officer's Representative; and

3.2.5. Provide translation services to and from English to accommodate non-English speaking participants where necessary.

3.3. <u>Post-Meeting Tasks:</u>

The Contractor shall:

3.3.1. Prepare and distribute draft proceeding summaries for review and comment. The Contractor's final revisions to the document must take into account all comments, including the Task Order Contracting Officer's Representative's review comments;

3.3.2. Convene and conduct technical and peer exchange workshops to provide "state of knowledge" summaries for EPA on topics related to this SOW;

3.3.3. Facilitate the conduct of outreach meetings and other public forums on pertinent EPA Partnership programs and related topics covered in the SOW to facilitate the collection of information and public opinion regarding program effectiveness and other key issues, and to assist the agency in improving communication between interested parties and stakeholders.

3.4 Recognition Events: Honoring organizations or individuals, both public and private for achieving milestones and meritorious accomplishments under the programs covered in the SOW.

The Contractor shall:

3.4.1. Manage the nomination development, processing, and evaluation processes for recognition events, including receiving nominations, checking quality, inputting completing forms into a database, notifying winners and non-winners of their nomination form status;

3.4.2. Develop materials including, but not limited to, an awards booklet, table signage, awards script, etc. in coordination with recognition event planning committee members as needed, and produce and deliver recognition awards;

3.4.3. Plan and implement aspects of recognition events including the ceremony/event itself as well as press/public relations announcements and the development of media outreach strategies, and performing follow-up activities including providing EPA final versions of all nominations, event materials, award photos and related press materials.

3.5 Training Programs: Training participants in specific aspects of EPA and Branch programs covered in the SOW, as well as in the assessment of program applicability, including assessments of emission levels and cost-benefit and other analyses of program effectiveness.

4.0 COMMUNICATION ACTIVITIES

The Contractor shall assist EPA by undertaking outreach activities including the development of outreach materials, program summaries and fact sheets, public education and recognition materials, and technical outreach materials targeted at various industry, business, government, non-profit, research institutions and universities, and other key stakeholder groups. All outreach materials must be critically reviewed and approved by an EPA Task Order Contracting Officer's Representative prior to dissemination by the Contractor. The Contractor shall use a variety of media in disseminating outreach materials, communication content, and presentations, including: brochures, pamphlets, and printed reports; electronic list serves, emails, social media, on-line training programs, and bulletin boards; home pages and other Internet websites, CDs, podcasts, videos, public service advertisements, posters, and trade-show displays. Examples of specific types of outreach activities may include:

4.1. Preparation of Informational and Educational Materials: The Contractor shall help EPA develop informational brochures and other materials for dissemination to the public or other stakeholders in the U.S. and elsewhere. The Contractor may be required to translate the material to and from foreign languages. The Contractor shall develop brochures; posters; program documents; program logos; folders; labels; postcards; slides; photographs; newsletters; articles; awards and certificates; annual reports on programs; outreach presentations; banners; displays, booths and kiosks; maps; billboards; bus/train placards; briefings; and charts. This work may involve creating a "look and feel" for a specific program or effort, which will be used for program materials, such as fact sheets, presentations, and reports.

4.2. Preparation of Graphics and Audio-Visuals: The Contractor shall develop graphics and audio-visual materials for briefings, meetings, workshops, and public presentations, or for general information dissemination. The Contractor shall draft figures; compose and produce PowerPoint slides, posters, charts, or computer briefing programs with animation; and provide translation. The Contractor shall be required to provide quick response (i.e., 24-hour) for multiple revisions.

4.3. Provision of Web Support: The Contractor shall provide overall web support covering all aspects of web design, maintenance, edits, enhancements and technical issues relating to the development of web-

based tools, applications, database design and maintenance, as well as usability, analytics and statistics reports for EPA web sites. The Contractor shall work with the EPA Task Order Contracting Officer's Representative on all web-related issues and assist the Representative in all aspects of web site management. The Contractor shall provide development and management support for existing web sites as well as the development of new web pages, web sites, databases and tools. The Contractor shall provide assistance in following all EPA and federal web guidelines. The Contractor shall also assist in complying with all EPA-wide web changes and formatting requirements and will provide copy editing as needed.

The Contractor shall provide data quality control measures to insure a high level of data quality. The Contractor, under the direction of the EPA Task Order Contracting Officer's Representative, shall provide development and maintenance support for all web tools and applications including the development of new content, weekly web site updates to include events, links checks, new content, etc. , bi-weekly budget updates, to include: dollar/hours spent and remaining by project or program web site, % budget spent, figures on website updates, monthly web site usability, analytics, and statistics reports, and support for integration between the Division's iSTAR and ESIB's program databases. The contractor shall also provide EPA's Power Profiler with new updated eGRID data as necessary, and update the Clean Energy Web site with new eGRID data.

4.4 Preparation of Web Pages, Newsletters, and Webinars: The Contractor shall help EPA develop web pages, newsletters, and webinars for general information dissemination via the internet. The Contractor shall provide graphic design, formatting, and programming services; provide frequent updates to keep material current; and assess and implement innovative approaches to using the Internet and/or similar systems as a program outreach tool.

4.5. Design and Development of Public Recognition Materials and Advertisements: The Contractor shall help EPA develop high-quality public recognition materials and public service advertisements suitable for placement in EPA documents, conference proceedings, trade journals, magazines, or other similar publications. The Contractor shall create, design, layout, and produce all materials in close coordination with the EPA Task Order Contracting Officer's Representative. The Contractor shall coordinate the placement of non-paid advertisements.

4.6. Provision of Posters and Trade-Show Booth Materials: The Contractor shall provide posters, computer demonstrations, or other materials for display in booths or on tables at trade shows for the program areas covered in the Statement of Work. The Contractor shall develop concepts; design booth or table layout; develop professional posters and computer demonstrations, automatic slide shows or other materials as part of the booth or table; and prepare booths or tables suitable for installation in exhibition areas at conferences or other public gatherings.

4.7 Partner Communications Support and Preparation of Press Releases: The Contractor shall help EPA develop customized and generic partner press release templates and EPA Headquarters press releases. The Contractor shall manage news clips searches and PR reports that detail and measure the effectiveness of event or press release/media campaigns. The Contractor shall also develop artwork for banners; partner snapshots; provide updated plaques (e.g. Green Power Leadership Club plaques and plaque pieces) and support other partner communications support requests. The Contractor shall execute necessary partner data entry and maintenance tasks.

Attachment I

Primary Program Areas

CENTER FOR CORPORATE CLIMATE LEADERSHIP

EPA launched the Center for Corporate Climate Ledership in early 2012 in order to assist U.S. organizations with managing their greenhouse gas (GHG) emissions. The Center is an EPA-led initiative that: builds on the successes of the Climate Leaders program; continues to recognize corporate leadership, but broadens its engagement to many more companies; reduces GHG emissions; addresses the emissions reduction potential of supply chains both domestically and internationally; and supports the implementation of E.O. 13514 and the EPA GHG Reporting Program. The Center is a follow-on to the recently phased-out Climate Leaders program. While EPA will no longer work with companies one-on-one on GHG inventories and emission reductions through Climate Leaders, EPA will maintain its expertise and leadership role in this area through the Center.

COMBINED HEAT AND POWER (CHP) PARTNERSHIP

The CHP Partnership is a voluntary program to reduce the environmental impact of power generation by promoting the use of CHP. CHP is an efficient, clean and reliable approach to generating power and thermal energy from a single fuel source. The Partnership works closely with energy users, the CHP industry, state and local governments and other stakeholders to support the development of new projects and promote their energy, environmental and economic benefits.

GREEN POWER PARTNERSHIP (GPP)

EPA's Green Power Partnership encourages U.S. organizations to voluntarily use green power as a way to reduce the risk of climate change and the environmental impacts associated with conventional electricity use. Partners include a wide variety of leading organizations such as Fortune 500 companies, retail and manufacturing businesses, colleges and universities, local, state and federal governments, and trade associations. The Green Power Partnership offers recommended minimum usage levels and provides Partners with information and recognition for their activities.

CLEAN ENERGY UTILITY PROGRAMS

EPA provides assistance to state utility commissions, utilities, energy offices, and other key stakeholders regarding opportunities to increase clean energy through utility-sector programs and policies. This work is accomplished through the State and Local Energy Efficiency (SEE) Action Network, EPA-State Energy Efficiency and Renewable Energy Projects and ad-hoc support as necessary.