

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. EP-D-10-042		3. EFFECTIVE DATE 3/27/2010		4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-NC-09-10242	
5. ISSUED BY Environmental Protection Agency RTP Procurement Operations Division (E105-02) 4930 Page Road Durham, NC 27703			6. ADMINISTERED BY (If other than Item 5)		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) S. COHEN & ASSOCIATES 1608 SPRING HILL RD STE 400 Vienna, VA 22182				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) Destination	
				9. DISCOUNT FOR PROMPT PAYMENT N/A	
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12	
CODE		FACILITY CODE			
11. SHIP TO MARK FOR If applicable, see Section B of the schedule.			12. PAYMENT WILL BE MADE BY U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Accounting and Appropriation data in Section B		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Regulatory, Analytical, and Evaluation Support Services for Radiation Protection Programs				
15G. TOTAL AMOUNT OF CONTRACT					\$1,376,337.72
16. TABLE OF CONTENTS					
SEC.	DESCRIPTION	PAGE(S)	SEC.	DESCRIPTION	PAGE(S)
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B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
C	DESCRIPTION/SPECS./WORK STATEMENT		J	LIST OF ATTACHMENTS	
D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
F	DELIVERIES OR PERFORMANCE		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD	
H	SPECIAL CONTRACT REQUIREMENTS				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office). Contractor agrees to furnish and solve all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract, (b) solicitation, if any, and (c) subprovisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein).			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) Gregory P. Beronja CEO			20A. NAME OF CONTRACTING OFFICER ROBERT D. FLOWERS		
19B. NAME OF CONTRACTOR BY [Signature]		19C. DATE SIGNED 3/23/10	20B. UNITED STATES OF AMERICA BY [Signature]		20C. DATE SIGNED 3/24/2010
		(Signature of person authorized to sign)			(Signature of Contracting Officer)

NSN 7540-01-352-8069
PREVIOUS EDITION UNUSABLE

26-107

STANDARD FORM 26 (REV 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

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CODE	FACILITY CODE
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER ROBERT D. FLOWERS	
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	20C. DATE SIGNED

NSN 7540-01-152-8069
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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

P					SITE/	COST	OBJ		
DCN	BFYS	FUND	ORG	PRC	PROJECT	ORG	CLSS	AMOUNT	/
CR002	10	BR	33C0X16	104A97C	00000000		2505	\$695,016.00	C
CCC012	09	B	33C00RP	104A97C	00000000		2505	\$193,484.00	C
CCC012	09	B	33C00ER	104A98C	00000000		2505	\$100,000.00	C

**B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 15,000 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

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

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

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

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

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

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

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

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within 20 calendar days after receipt of a work assignment, the Contractor shall submit one copy of a work plan to the Project Officer, the Work Assignment Manager, and to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within 45 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within 65 calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

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

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

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

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment.

B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

(a) The estimated cost of this contract is \$1,286,296.93.

(b) The fixed fee is [REDACTED]

(c) The total estimated cost and fixed fee is [REDACTED].

B.4 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$923,831.78 is allotted to cover estimated cost. Funds in the amount of \$64,668.22 are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through December 18, 2010.

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

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

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

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

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

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1, Statement of Work.

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

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical proposal entitled, "Technical Proposal" dated October 22, 2009 and the revised proposal entitled "Revisions to Technical Proposal" dated February 16, 2010, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

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

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

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

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

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

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set

forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

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

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204M
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 564-9629

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

C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

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

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

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

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

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

EP-D-10-042

SECTION D - PACKAGING AND MARKING

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

After award of the
quality documentation

A. Pre-award Docu
ment documentation
proposal: (CO, selec

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

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

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

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
<input checked="" type="checkbox"/>	Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	1994	See below
<input type="checkbox"/>				
<input type="checkbox"/>				

This documentati
identified above, o
offeror shall de
required docume
shall not comm
incorporated it

B. Post-award Do
quality system docu
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 Quality

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, where applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

Joint Q
Plan/Qu
Project
contract

Plans (QA/R-5) [dated
03/20/02]

[] Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Award of contract
[] Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Award of contract
[] Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Issuance of statement of work for the project
[] Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01]</u>	Issuance of statement of work for the project
[] Other Equivalent:	_____	[] award of contract [] issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, _____. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

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

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency (Headquarters)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000) DEVIATION

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of March 31, 2009.

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

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

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

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

F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

EP-D-10-042

The period of performance of this contract shall be from **March 27, 2010** through **March 26, 2011** inclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

G.2 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as ATTACHMENT 4.

G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

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

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460
1 copy	Mr. Jerry Dodson U.S. EPA Contracts Management Division, (MD-33) Research Triangle Park, NC 27711

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

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following 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 in the contract: the original and two copies to the Accounting Operations office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

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

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

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

(d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c) (2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) 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.

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

progress reports required under this contract.

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

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

G.5 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

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

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

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

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

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

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

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

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

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

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's

responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

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

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

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

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

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

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

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

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

Cost Center	Fringe Benefits 1
Period	Inception Until Amended

Rate 45.26%
 Base Total labor dollars associated with the labor category

Cost Center Fringe Benefits 2
 Period Inception Until Amended
 Rate 15.27%
 Base Total labor dollars associated with the labor category

Cost Center Overhead
 Period Inception Until Amended
 Rate 25.66%
 Base Direct labor dollars and associated fringe benefits

Cost Center Subcontract Handling
 Period Inception Until Amended
 Rate 3.97%
 Base Subcontract costs

Cost Center G&A
 Period Inception Until Amended
 Rate 13.69%
 Base Total costs incurred, excluding G&A expenses and subcontract expenses

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

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

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

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

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

Cost Center
 Period
 Rate
 Base

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

G.7 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

*NOTE: THE CONTRACTOR SHALL SUBMIT THE SUBCONTRACT AGREEMENT WITH APPROPRIATE FLOW DOWN CLAUSES AND THE NEGOTIATION MEMORANDUM TO THE CONTRACTING OFFICER BEFORE ENTERING INTO ANY WORK WITH THE BELOW LISTED SUBCONTRACTORS.

*NOTE: THE CONTRACTOR SHALL SUBMIT THE SUBCONTRACT AGREEMENT WITH APPROPRIATE FLOW DOWN CLAUSES AND THE NEGOTIATION MEMORANDUM TO THE CONTRACTING OFFICER BEFORE ENTERING INTO ANY WORK WITH THE BELOW LISTED SUBCONTRACTORS.

Consent is given to issue the following subcontracts:

NONE

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

Project Officer(s) for this contract:

Project Officer:

VALERIE S. DAIGLER
1200 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20460

Phone Number: 202-343-9204
E-Mail Address: daigler.valerie@epa.gov

Alternate Project Officer:

PAUL J. ANDERSON
1200 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20460

Phone Number: 202-343-9353
E-Mail Address: anderson.jack@epa.gov

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

ROBERT D. FLOWERS
RESEARCH TRIANGLE PARK
RTP, NC 27711

Phone Number: 919-541-2182
E-Mail Address: flowers.rob@epa.gov

Administrative Contracting Specialist:

NATALIA C. FISHER-JACKSON
RESEARCH TRIANGLE PARK
RTP, NC 27711

Mail Code: E105-02
Phone Number: (919) 541-3564
Fax Number: (919) 541-0611
E-Mail Address: fisher-jackson.natalia@epa.gov

G.9 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

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

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

(2) The facts warrant an equitable adjustment.

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

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

(d) The data will be furnished to the Contractor as specified in the work assignments.

G.10 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION

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

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

"Government Property" clause.

NONE

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

NONE

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

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

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

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.

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

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

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

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

3. REQUESTS FOR GOVERNMENT PROPERTY.

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

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

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

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

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

5. RECORDS OF GOVERNMENT PROPERTY.

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

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

clause) for all items of Government property regardless of cost.

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

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

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

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

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

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

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

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

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

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

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main

component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

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

f. Distribution shall be as follows:

Original to: EPA CPC

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

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

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

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

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

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

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all

or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

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

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

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

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

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

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

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

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

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

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

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

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

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

G.11 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

The contract property administrator:

- EPA Property Administration Office
- ATTN: Kimberly Embrey Agency Contracts Property Coordinator
- Ariel Rios Building (MC: 3802R)
- 1200 Pennsylvania Avenue, N.W.
- Washington, D.C. 20450

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

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

H.2 PRINTING (EPAAR 1552.208-70) (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 limitation is eliminate duplication of final documents.

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

(c) *Affirmative Requirements.*

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

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

(d) *Permitted Contractor Activities.*

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

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered 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 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify

the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations.*

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

(f) *Flowdown Provision.*

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

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

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

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

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

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

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

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

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

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

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

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

H.5 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (OCT 2005) ALTERNATE V (APR 2004)

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

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

(c) Once the Contractor receives the work assignment, the Contractor, during the life of this contract, shall not contract with another entity that would present an organizational conflict of interest on the subject matter of the work assignment (e.g., contracting with a manufacturer of radiation protection equipment that will be directly affected by the work assignment), unless otherwise authorized by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this

clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

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

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

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

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

H.6 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

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

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

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

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

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).
- (3) Concur with or revise the project officer's ratings after consultation with the project officer;
- (4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and
- (5) Forward the Report to the contractor within ten (10) business days

after the contracting officer receives the project officer's evaluation.

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

- (1) Review the Report;
- (2) Provide a response (if any) to the contracting officer on company letter head or electronically;
- (3) Complete contractor representation information; and
- (4) Forward the Report to the contracting officer within the designated thirty (30) business days.

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

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

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

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

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

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

(i) An interim or final Report is considered completed after the

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

H.7 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION

The Government has the option to extend the term of this contract for **four** additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover the Base and Option Periods:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Period I	03/27/11	03/26/12
Option Period II	03/27/12	03/26/13
Option Period III	03/27/13	03/26/14
Option Period IV	03/27/14	03/26/15

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

<u>Period</u>	<u>Level of Effort (Direct Labor Hours)</u>
Option Period I	15,000
Option Period II	15,000
Option Period III	15,000
Option Period IV	15,000

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

<u>Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Option Period I	\$1,320,591.51	\$ [REDACTED]	\$ [REDACTED]
Option Period II	\$1,355,953.00	\$ [REDACTED]	\$ [REDACTED]
Option Period III	\$1,392,352.63	\$ [REDACTED]	\$ [REDACTED]
Option Period IV	\$1,429,917.17	\$ [REDACTED]	\$ [REDACTED]

H.8 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997)

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

Period	Level of Effort (Direct Labor Hours)
BASE Period	7,500
Option Period I	7,500
Option Period II	7,500
Option Period III	7,500
Option Period IV	7,500

The Government may issue a maximum of **6 (six)** orders to increase the level of effort in multiples of **1,250 hours** during any given period.

The estimated cost and fixed fee of each multiple of hours is as follows:

Period	Estimated Cost	Fixed Fee	Total
Option <u>Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Base Period	\$ 107,191.47	\$ [REDACTED]	\$ [REDACTED]
Option Period I	\$ 110,049.26	\$ [REDACTED]	\$ [REDACTED]
Option Period II	\$ 112,996.12	\$ [REDACTED]	\$ [REDACTED]
Option Period III	\$ 116,029.42	\$ [REDACTED]	\$ [REDACTED]
Option Period IV	\$ 119,159.74	\$ [REDACTED]	\$ [REDACTED]

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

H.9 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)

(a) In accordance with FAR 19.1202-4(a) and EPAAR 52.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor Targets	NAICS industry subsector(s)	Dollars	Percentage of Total Contract Value
Total Prime Contractor Targets (Including joint venture partners and team members)	See SC&A's subcontracting Plan - Attachment 4		
Total Subcontractor Targets			

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

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

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

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

H.10 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

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

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

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

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

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

H.11 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

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

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts.

awarded to the fullest extent consistent with efficient performance of this contract.

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

H.12 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

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

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

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

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

H.13 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

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

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

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

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

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

H.14 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a) (1) of EPAAR 1552.228-70, "Insurance Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.15 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989) DEVIATION

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.16 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

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

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

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

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

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

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

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

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

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

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

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

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

H.17 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

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

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon

request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

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

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

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

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

H.18 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

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

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

H.19 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT

2000)

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

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

H.20 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

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

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 30 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

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

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

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

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

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

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication

Program Manager
 Health Physicist
 Quality Assurance/Quality Control Officer
 Waste Characterization Expert
 Modeler/Risk Assessor
 Geoscientist
 Environmental Engineer
 Information Specialist

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

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

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

H.23 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

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

H.24 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)

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

(b) Contractor personnel under this contract shall not:

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

as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

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

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

H.21 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.22 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

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

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 10 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 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

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

(ii) countermand any communication regarded as a violation,

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

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

H.25 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

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

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

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

H.26 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.27 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (LOCAL LRT-01-01) (DEC 2001)

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

**H.28 SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE (LOCAL LRT-04-03)
(DEC 2001)**

As concerns any work assignment which requires the Contractor to provide services that involve or relate to the development of regulations, the Contractor shall:

- (a) submit reports that contain recommendations and that explain and rank policy or action alternatives, if any;
- (b) describe what procedures were used to arrive at or which support the Contractor's recommendations;
- (c) summarize the substance of their deliberations;
- (d) report any dissenting views;
- (e) list sources relied upon; and
- (f) otherwise make clear the methods and considerations upon which the Contractor's recommendations are based.

The Contracting Officer will specify whether this Special Reporting Requirement is applicable to the work encompassed by any particular work assignment.

[Source of Reporting Requirement: OFPP Letter 93-1, "Management Oversight of Service Contracting", May 18, 1994] SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE (RTP-H-6)

**H.29 UTILIZATION OF SMALL DISADVANTAGED BUSINESSES AND SMALL BUSINESSES AS
SUBCONTRACTORS (LOCAL LRT-19-13) (DEC 2001)**

The Federal Acquisition Regulation (FAR) 19.702 - SUBCONTRACTING requires that in all negotiated acquisitions which are expected to exceed \$500,000 (\$1,000,000 for construction) and that have subcontracting possibilities the successful offeror must submit an acceptable subcontracting plan utilizing small and disadvantaged businesses unless the offeror is a small business firm. Once subcontracting possibilities are determined, the prime contractor must aggressively seek out small disadvantaged firms and small firms who can be utilized as subcontractors. Negotiations must begin early in the process in order to include these firms as a part of the total team. Upon determining the area(s) to be subcontracted, the offerors may contact one of the following

to obtain information available to EPA on small disadvantaged business and small business sources:

The application for the Program for headquarters and regional procurements shall be submitted to the contracting officer, and to the EPA OSDBU at the following address:

Socioeconomic Business Program Officer
Office of Small and Disadvantaged Business Utilization
U.S. Environmental Protection Agency
Ariel Rios Building (1230A)
1200 Pennsylvania Avenue, NW
Washington, DC 20460
Telephone: (202) 564-4100
Fax: (202) 565-2473

The application for the Program for RTP procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small Business Program Officer
Contracts Management Division (MD-33)
U.S. Environmental Protection Agency
Research Triangle Park, NC 27711
Telephone: (919) 541-2249
Fax: (919) 541-5539

The application for the Program for Cincinnati procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small and Disadvantaged Business Utilization Officer
Contracts Management Division
U.S. Environmental Protection Agency
26 West Martin Luther King Drive
Cincinnati, OH 45268
Telephone: (513) 487-2024
Fax: (513) 487-2004

H.30 EPA SPONSORED MEETINGS, WORKSHOPS, CONFERENCES (LOCAL LRT-31-16) (DEC 2001)

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

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FPMR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will determine and advise contractor as to the availability of Federal facilities.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc. for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Project

Officer.

The cost of beverages, food, refreshments, etc. consumed by participants or attendees shall not be an allowable charge under this contract.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

H.31 PLACE OF CONTRACT PERFORMANCE (LOCAL LRT-42-21) (DEC 2001)

Performance in or use of government facilities by the contractor is not authorized under this contract without the approval of the Contracting Officer. This approval will be in the form of a modification to the contract.

H.32 IDENTIFICATION OF SUBCONTRACTORS (LOCAL LRT-44-23) (DEC 2001)

(a) The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.

(b) Notwithstanding the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)", it is hereby agreed to and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

<u>Subcontractor</u>	<u>Estimated Amount of Total Potential Subcontract</u>
SENES Oak Ridge, Inc	\$ 491,546.52
HydroGeoLogic, Inc.	\$ 491,402.34
Fallcrest, Inc	\$ 471,571.02

(c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted in award of this contract shall be approved in advance of the substitution in writing by the Contracting Officer. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.

(d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)".

H.33 SUBCONTRACTOR - KEY PERSONNEL (LOCAL LRT-44-24) (DEC 2001)

(a) The Contractor's proposal which resulted in award of this contract indicated that a portion(s) of the work hereunder would be performed under a

subcontract(s). As a part of this proposal, certain subcontractor key personnel were identified. It is hereby agreed and understood that the following subcontracts shall contain a provision which requires the following key personnel:

<u>Subcontractor</u>	<u>Key Personnel</u>	<u>Title</u>
N/A	N/A	N/A

(b) It is further agreed and understood that the subcontract(s) listed above will contain the following provisions:

(1) During the first ninety (90) calendar days of performance the subcontractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment;

(2) The subcontractor shall notify the Contractor within 15 calendar days after the occurrence of any of the events in paragraph (1) above, and provide the information required by paragraph (4) below;

(3) After the initial ninety (90) day period, the subcontractor shall submit the information required by paragraph (4) to the Contractor at least 15 calendar days prior to making any permanent substitutions;

(4) The subcontractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contractor. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

(c) If a substitution in key personnel is considered appropriate by the Contractor, the Contractor shall issue a modification to the subcontract. Prior to any such modification, the Contractor shall obtain the written consent of the Contracting Officer.

H.34 ANNUAL SUMMARY REPORT FORMAT (LOCAL LRT-45-27) (DEC 2001)

The EPA form, "Report of Government-Owned/Contractor-Held Property" can be found on the internet at: <http://www.epa.gov/oam/rtp_cmd> under the heading "Forms."

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	DEC 2008	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	SEP 2007	REPORTING SUBCONTRACT AWARDS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-15	OCT 2004	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR

		POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	APR 2008	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-25	APR 2008	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING DEVIATION
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-54	MAY 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE IV (DEC 2007)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA--SPECIAL WORKS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	MAR 2008	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	OCT 2008	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-25	OCT 2008	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS
52.233-1	JUL 2002	TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-3	AUG 1996	DISPUTES ALTERNATE I (DEC 1991)
52.233-4	OCT 2004	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-3	JAN 1991	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-1	APR 1984	CONTINUITY OF SERVICES
52.242-3	MAY 2001	NOTICE OF INTENT TO DISALLOW COSTS
52.242-4	JAN 1997	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
	JUL 1995	BANKRUPTCY

52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

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

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

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

(b) The Contractor shall--

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

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

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

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

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

I.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and

supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.4 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

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

I.5 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (APR 2009)

(a) Definitions. As used in this clause-

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

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

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

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

I.6 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

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

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

(2) By indirect-labor employees such as those performing duties in

connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

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

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

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

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

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

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

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

I.7 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

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

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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

**I.8 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
(DEC 2004) (FAR 52.222-39) (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact

the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.9 RIGHTS IN DATA--GENERAL (FAR 52.227-14) (DEC 2007) ALTERNATE III (DEC 2007)

(a) Definitions. As used in this clause-

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes; flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g) (3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including

minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or

national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g) (3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e) (1) (i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e) (1) (iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e) (1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final

disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b) (1) (i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(4) (i) Notwithstanding paragraph (g) (1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b) (1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or

disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract, if appropriate) with _____ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

I.10 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (FAR 52.244-2)

(MAR 1996) DEVIATION

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if--

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2) The proposed subcontract is fixed-price and exceeds either \$25,000 or 5 percent of the total estimated cost of this contract;

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or (4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$25,000 or of any items of facilities.

(b) (1) In the case of a proposed subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee, (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

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

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

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained. If the subcontract is awarded under the Mentor-Protege Program and is \$1,000,000 or less, competition is not required.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

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

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

of this contract.

(vii) A negotiation memorandum reflecting--

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

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

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

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

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

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

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

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

NONE

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the allowability of any cost under this contract, or (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.903(d) of the Federal Acquisition Regulation (FAR).

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

(i) (1) The Contractor shall insert in each price redetermination or incentive price revision subcontract under this contract the substance of the paragraph "Quarterly limitation on payments statement" of the clause at 52.216-5, Price Redetermination--Prospective, 52.216-6, Price Redetermination--Retroactive, 52.216-16, Incentive Price Revision--Firm Target, or 52.216-17, Incentive Price Revision--Successive Targets, as appropriate, modified in accordance with the paragraph entitled "Subcontracts" of that clause.

(2) Additionally, the Contractor shall include in each cost-reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide progress payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary progress payments stated in FAR 32.502-1 and 32.504(f), as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered a handicap or adverse factor in the award of subcontracts.

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

I.11 SUBCONTRACTS (JUNE 2007) (FAR 52.244-2) (MAR 1996) ALTERNATE I (JUN

2007)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

None

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I.12 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

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

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

I.13 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAR 2009)

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note, if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111- 5). Applies to subcontracts funded under the Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201, if flow down is required in accordance with paragraph (g) of FAR clause 52.222-39.)

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.14 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (FAR 52.247-67) (FEB 2006)

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

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

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

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

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

General Services Administration

Federal Supply Service Audit Division
1800 F Street, NW.
Washington, DC 20405

I.15 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

<http://www.arnet.gov/far/>

I.16 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	Statement of Work
2	Reports of Work
3	Invoice Preparation Instructions
4	SC&A's Subcontracting Plan Dated 10/22/2009 and SC&A's Revision to Subcontracting Plan Dated 2/16/2010
5	SC&A'S COI Plan Dated 10/22/09

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-NC-09-10242 are incorporated into this contract by reference.

EP-D-10-042

ATTACHMENT 1

STATEMENT OF WORK

STATEMENT OF WORK

Regulatory, Analytical, and Evaluation Support Services for Radiation Protection Programs

Background

The mission of the Radiation Protection Division (RPD) of the Office of Radiation and Indoor Air (ORIA) is to establish and manage a national program to ensure that public health and the environment are protected from the risks of unnecessary exposure to ionizing and non-ionizing radiation. ORIA accomplishes its mission by developing and implementing standards and guidance, fostering the use of innovative technologies, and serving as a reliable source of credible information on issues related to radiation protection. Some responsibilities are accomplished through collaboration with various other Federal and State governmental organizations.

Major program areas include (1) Radioactive Waste Disposal and Management (e.g., WIPP, Yucca Mountain, TENORM, Low Activity Waste, clean materials, disposal of waste from weapons of mass destruction); (2) Cleanup (e.g., radioactively contaminated sites, federal guidance, technology assessment, risk modeling); (3) Air Toxics [e.g., NESHAPs (National Emission Standards for Hazardous Air Pollutants)]; and (4) related areas (e.g., modeling, risk assessment, risk harmonization, Toxics Release Inventory, radiation information management).

Facilities and sources related to these program areas include (a) Department of Energy (DOE) facilities; (b) Department of Defense (DOD) facilities; and (c) Nuclear Regulatory Commission (NRC) licensees, NRC agreement states; (d) Department of Homeland Security (DHS); (e) Superfund sites with potential radioactive contamination; (f) radiological accidents and incidents, (g) importation of radioactive materials; and (h) Technologically Enhanced Naturally Occurring Radioactive Material (TENORM) including materials generated on lands managed by the federal land management agencies (e.g., Bureau of Land Management, National Forest Service, Bureau of Indian Affairs), as well as those found at other governmental, non-governmental and private facilities. RPD/ORIA also develops and exchanges information on radiation in the environment, and on radiation-related programs and activities of various national and international communities and organizations (e.g., International Atomic Energy Agency).

In performance of work in the areas as set forth herein, the Contractor's effort shall be limited to providing the required contractual support in a manner that allows EPA officials to exercise their sole responsibility for determination of Agency policy.

Contractor Support Requirements

Contractor support is required for the development and implementation of regulations and guidance; the development and support of voluntary partnerships and programs; the evaluation and characterization of radiation sources and their disposition through the environment; the development of guidance and site-specific analyses associated with remediation; the evaluation of innovative technologies, and the provision of reliable public information on issues related to radiation protection. To provide this support, the Contractor shall be familiar with all significant Agency policies/practices and guidance and be able to prepare documents and deliverables that meet "plain English" requirements. The Contractor shall furnish the necessary personnel, materials, equipment, hardware and software, services, and facilities to perform any work as specified in work assignments.

Task Areas

The Contractor shall provide the following support:

Task 1.0 Regulation/Criteria/Guidance Development

1.1 Technical Document Development - The contractor shall:

- 1.1a Conduct underlying research and compile data and information to support the development of technical documents which support guidance, policy or criteria development. This includes documents that provide programmatic support with respect to statutory and regulatory issues and contribute to the development and analysis of policy issues related to radiation protection.
- 1.1b Draft and revise technical documents including Technical Support Documents, Background Information Documents, Economic Impact Analyses, Regulatory Impact Analyses, Environmental Impact Statements, Laboratory Protocols and emergency response plans/guides.
- 1.1c Gather and/or analyze radiation-related data, information, and reports from stakeholders and other sources, where stakeholders could include State and local governments, Federal Departments and agencies, industrial or trade groups, and environmental interest groups.
- 1.1d Identify and evaluate approaches to resolve technical, economic (including life-cycle costs), and radiation-specific problems/issues as they arise regarding development or implementation of criteria, regulations, and guidance. Regulations or guidance may apply to measurement, mitigation, or control of radiation.

Analyze and evaluate strategies and alternatives for demonstrating and certifying compliance with Agency regulations (measurement protocols, for example).

- 1.1e Identify, compile, cross-reference and analyze statutes, regulations, guidance and other programmatic documents associated with radiological waste management, emergency response, remediation and radiological science and risk assessment. The scope of material and expected expertise covers federal and state legislation, regulations and guidance and spans not only the jurisdiction of the U.S. EPA and its radiological responsibilities [under the Atomic Energy Act, under its media-specific authorities (e.g. the Clean Air Act) and under its remediation programs (e.g. RCRA and CERCLA)]. The scope of material and expected expertise also covers other Federal and State authorities with responsibilities for radiation protection (e.g. U.S. Nuclear Regulatory Commission, the U.S. Department of Energy, the Occupational Safety and Health Administration, etc.) .

1.2 **Response to Comments on Rulemaking – The contractor shall**

- 1.2a Assess, revise, edit, compile, format, excerpt from, and prepare a proposed response to comments on radiation-related regulatory and technical documents, including development of responses to: (1) comments, regardless of source, on various proposed Agency radiation documents; and (2) comments formally submitted to docket(s) established for Notice(s) of Rulemaking. The Project Officer and/or Work Assignment Manager shall approve any responses prior to their release.

Task 2.0 Modeling, Exposure Assessment and Source Characterization Support

2.1 Development and Implementation of Models and Other Methods to Assess Radiation Risks – The contractor shall:

- 2.1a Develop, revise, analyze or review and implement modeling and risk assessments. This could include the areas of: radiation health effects, risk, public/Stakeholder risk perception, geographic information systems [GIS] analyses, and risk-reduction procedures.
- 2.1b Develop, revise, analyze or review and implement pathway and risk modeling (e.g., DOE RESRAD, D&D), environmental fate and transport modeling (e.g., EPACMTP, BLT, CAP88, GENII), and measurement and mitigation protocols.
- 2.1c Develop, maintain, and evaluate background information in support of efforts in

the above areas.

2.2 Identification and Characterization of Sources and Exposures to Radioactive Material – the contractor shall:

- 2.2a Identify, quantify, and characterize radiation sources, pathways, and exposure receptors at specific sites and facilities, or related to given equipment.
- 2.2b Conduct literature, database, field site, and/or file reviews of mineral, mining, petroleum, water treatment and utilization facilities, and manufacturing facilities to characterize, quantify and/or measure the radiological properties and quantities of liquid, solid and airborne radioactive wastes or process materials, and similar properties of manufactured or industrial products or for nuclear and uranium fuel cycles.
- 2.2c Conduct literature, database, and field studies related to the operational aspects and practices of mineral, mining, petroleum, water treatment and utilization facilities and other manufacturing facilities to characterize practices through which workers and/or members of the public have potential radiological exposure.

2.3 Assessment or Analysis of the Transport of Radioactive Materials – the contractor shall:

- 2.3a Assess, using state-of-the-art techniques, the transport of radioactive materials from and through air, water, and soils/geologic formations.
- 2.3b Assess the potential for, and actual buildups (accumulations) of, radionuclide contaminations at various points in sources/transport paths using available literature and/or models.

2.4 Assess or Analyze the Storage, Treatment and Disposal of Radioactive Materials – the contractor shall:

- 2.4a Identify and analyze current and potential governmental, non- governmental and industrial practices associated with the storage, treatment and disposal of radioactive materials.

Task 3.0 Contaminated Site Support/Technology

3.1 Contaminated Site - the contractor shall:

- 3.1a Evaluate and conduct technical assessments, site sampling, radiation- related studies, analyses, modeling of environmental impacts, and investigations and/or feasibility studies to assess degree and source of contamination, routes of exposure, and attendant risks, and to identify potential strategies to mitigate or prevent contamination.
- 3.1b Evaluate laboratory protocols, QA/QC plans, site-specific sampling plans, field monitoring approaches, verification monitoring, rates of erosion/corrosion/leaching as related to release rates and transport rates of radioactive materials into the environment, applying expertise in laboratory analysis, monitoring, and sample collection in various media.

3.2 **Remediation Technology Assessment Support - the contractor shall:**

- 3.2a Evaluate the effectiveness of groundwater and soil remediation designs for sites contaminated with radionuclides and hazardous waste (e.g. pump and treat, containment, solidification), including verification and monitoring designs for both existing/innovative ground water and containment remediation systems.
- 3.2b Review, assess and report on emerging techniques, technologies, models (e.g. statistical/probabilistic, numerical simulations), information systems/data bases, and related studies regarding sources, pathways, distribution (including geologic), and health and environmental impacts of radiation and radioactivity.
- 3.2c Evaluate and report on existing and emerging technologies/techniques/ procedures to prevent and mitigate radionuclide releases, and/or radiation exposure through engineering controls, emission control, system design, equipment selection and application, work procedures and practices, and operational standards.
- 3.2d Review documents prepared in support of site-specific cleanup decisions to evaluate, analyze, compare, estimate and/or conduct performance assessments of the capability and costs for various control options/strategies to meet specified degrees of mitigation and/or cleanup of radioactively contaminated areas, sites, facilities and/or materials.
- 3.2e Analyze, estimate and report on the feasibility of use, costs, and effectiveness of identified technologies and practices.

Task 4.0 Compliance and Site Audit Support

4.1 Conduct Site Investigation and Audits - the contractor shall:

- 4.1a Conduct and appropriately document on-site and off-site field work, inspections, audits, and monitoring of site activities at various locations (e.g. DOE complex sites) as specified in individual work assignments.
- 4.1b Conduct and appropriately document waste characterization inspections [including those involving review of acceptable knowledge documentation, specialized radioassay and other radiological measurements or characterization], QA audits/inspections, and other related radiation site investigations.

4.2 Evaluate the Adequacy of Compliance Materials - the contractor shall:

- 4.2a Will assist with the analysis and evaluation of documentation/submissions intended to demonstrate compliance with radioactive materials/waste-related criteria, regulations, guidelines, or procedures. Evaluations will support determinations of conformance with Agency requirements. Analysis could include whether compliance information contains technically accurate data; completely addresses information or analytic requirements; correctly characterizes technical, economic, or other non-policy issues; is consistent with protocols or established procedures; and uses appropriate computer models and calculation methods.
- 4.2b Analyze and evaluate documentation for use of natural materials or processed byproducts which contain radioactive constituents.

Task 5.0 Training and Information Management Support**5.1 Develop and Conduct Technical Training - the contractor shall:**

- 5.1a Develop technical training modules (including computer-based training, e- learning, and evaluation tools), materials, demonstrations, illustration devices, and other essential communication elements to support training in the areas of capability development and the implementation/enforcement of radiation criteria, regulations, guidelines, procedures, and recommendations.
- 5.1b Arrange logistical aspects of and conduct technical training and instruction, for EPA staff (regional radiation and Superfund), State and local government officials.

5.2 Develop, Maintain and Present Databases - the contractor shall:

- 5.2a Design, develop, refine, maintain, and present database(s). This would include geographic information systems and web-based applications (and the use of the web as a mechanism for data distribution and presentation). Provide for data-use and data management support on any relevant facet of radiation and/or radioactive materials in the human and natural environments. This would include data on the pertinent industries or organizations that manufacture, process, transport, or in any way use (or are affected by) radioactive materials (both man-made and naturally-occurring), contaminated site inventories, and correlations to other environmental data and information sources.

Quality Assurance/Quality Control:

Quality assurance/quality control (QA/QC) requirements will be specified as needed in each work assignment. When QA/QC is required for a specific work assignment, appropriate guidelines will be attached to the work assignment. (EPA QA/QC guidance is available at http://www.epa.gov/quality/qa_docs.html) When measurement or data generation activities are required, the Contractor shall: (1) submit a QA Project Plan; (2) acquire approval of any modifications to the Plan; (3) participate in any audits of the work assignment and assure appropriate response to any corrective actions recommended by the auditors; and (4) provide a QA/QC Evaluation Report in any reporting of measurements or data activities resulting from each work assignment. All work performed under this contract by the Contractor will be limited to technical support and not include determination of Agency policy. EPA officials are solely responsible for determining Agency policy.

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ATTACHMENT 2

REPORTS OF WORK

REPORTS OF WORK

GENERAL

All reports and data prepared under this contract must be PC-compatible (MS Word and/or MS Excel)

WORK PLANS

1. Original Work Plan

Twenty (20) calendar days after receipt of a work assignment issued under this contract, unless otherwise specified in the work assignment, and in addition to the Contracting Officer's copy required by the "Work Assignment" clause of this contract, the Contractor shall submit one (1) copy of a Work Plan to the Project Officer, and one (1) copy of a Work Plan to the Work Assignment Manager. The Work Plan is subject to the approval of the Contracting Officer. In addition to the requirements of the "Work Assignment" clause of this contract, the Work Plan shall consist of the following:

- a. description of the work assignment;
- b. description of the methods and technical approach to be taken to complete the work assignment;
- c. an estimated schedule for completion;
- d. a listing of the people proposed to be assigned to the project with an estimate of the time to be spent by each person and a brief description of their qualifications and experience;
- e. the estimated cost shall include direct labor, material, other direct costs, indirect costs, consultants and subcontractors; and
- f. description of the quality assurance and quality control procedures which will be used to insure quality of work.

2. Revisions to Work Plan

The Contractor shall submit revisions to the work plan described above (a) when the original Work Plan is disapproved by the Contracting Officer (b) when directed by the Project Officer pursuant to the Clause entitled "Technical Direction," (c) whenever the work assignment requirements are changed by appropriate work assignment amendment; (d) when 75% of the

estimated hours to complete the assignment have been expended and an adjustment in the approved budget cost estimate would be required to complete the work; and (e) as soon as it appears that the completion date stated in the approved work plan may be exceeded. The Contractor may submit recommended revisions to the work plan when the contractor believes such revision is deemed desirable for optimum achievement of contract objectives. Every recommended revision to the work plan shall be approved by the Contracting Officer prior to implementation by the Contractor. A copy of each revision shall be submitted to the Contracting Officer, Project Officer and the Work Assignment Manger. The revision shall be submitted twenty (20) calendar days after the effective date of the work assignment amendment.

3. Approval

Approval of a Work Plan (1) does not constitute a determination of the reasonableness, allowability, or allocability of the cost, (2) does not constitute an agreement to any fee for performance of a work assignment since fee for providing the level of effort and otherwise performing the contract is set forth therein, and (3) does not constitute consent to any proposed subcontracts. Subcontracts must be submitted for consent in accordance with the contract clauses entitled "Competition in Subcontracting" and "Subcontracts" or "Subcontracts Under Cost-Reimbursement and Letter Contracts."

MONTHLY PROGRESS REPORTS EPAAR 1552.211-72 (JUNE 1996)

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

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

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

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

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

(2) For the cumulative period and the cumulative contract life display: the amount

obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

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

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

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

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

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

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

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

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

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

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

work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

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

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

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

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

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

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

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

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

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

(g) The reports shall be submitted to the following addresses on or before the 10th 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:

<u>No. of Copies</u>	<u>Addressee</u>
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1	Administrative Contract Specialist
1	Project Officer
1	Work Assignment Manager

SUMMARY REPORTS

- At the completion of each work assignment requiring summary reports, the Contractor shall submit two (2) copies of his (her) proposed summary report to the Work Assignment Manager and one (1) copy to the Project Officer for review, with a copy of transmittal to the Contracting Officer, within twenty (20) calendar days following completion of the technical effort or as otherwise stated in the work assignment.
- The proposed report shall document in detail all of the work performed under the work assignment including data, analyses, and interpretations, as well as recommendations and conclusions based upon results obtained. The report shall include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the work assignment. The report shall be complete in itself and contain no reference, directly or indirectly, to the periodic reports.
- The content of the proposed report shall be of a quality suitable for publication, and it shall be prepared in accordance with the Government Printing Office Style Manual 2000 incorporated herein by reference. The manual is available at <http://www.access.gpo.gov> The contractor shall also deliver the report web-ready in a .pdf format.
- After receipt of the Contractor’s proposed summary report, the Contracting Officer or the Project Officer may require the Contractor to present, at a site chosen by the requester, an informal briefing and review of all work performed under the work assignment.
- Approval or disapproval (in part or in total) of the summary report will be accomplished by the Work Assignment Manager or Project Officer within fifteen (15) calendar days after receipt. Disapproved reports shall be resubmitted for review following correction of the cited deficiency unless otherwise directed by the Work Assignment Manager or Project Officer.
- Within twenty (20) calendar days after notification of approval of each summary report, the Contractor shall distribute the specified number of copies, including a reproducible master copy, of the approved report to the addressees listed below:

<u>No. of Copies</u>	<u>Addressee</u>
1	Administrative Contract Specialist (transmittal letter only)
1	Project Officer

1 **Work Assignment Manager**

QUALITY ASSURANCE PROJECT PLAN (QAPP)

If individual work assignments involve environmental data operations and if specifically required in the work assignments, the contractor shall develop and implement a project-specific Quality Assurance Project Plan (QAPP). The QAPP shall be prepared for EPA approval and adhere to EPA QA/R-5, "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations," included by reference. The QAPP shall be developed based upon project data quality objectives, and shall make use of a graded approach. Each new work assignment involving environmental data operations shall not require a new QAPP when the operations can be covered by an existing contractor QAPP approved by EPA.

The contractor shall submit other quality assurance reports as stipulated in the QAPP for the work assignment used to perform the work or as required by the work assignments.

Where appropriate regarding quality assurance, data, or other related matters, the contractor may be required to coordinate with EPA laboratories [i.e., National Air and Radiation Environmental Laboratory (NAREL), Montgomery, AL; Radiation and Indoor Environments National Laboratory (R&IENL), Las Vegas, NV] in order to send data back and forth for review in accordance with EPA procedures, where applicable, similar coordination shall occur with EPA Regional offices. If coordination is required, it will be specified in individual work assignments.

If computer code (e.g., models or other software for environmental data operations) is developed or modified as part of a work assignment, the contractor shall develop a QAPP and implement it upon EPA approval. The QAPP shall follow the general format of EPA QA/R5.

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ATTACHMENT 3

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see

Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST**REIMBURSEMENT CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE

CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. **NOTE:** All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.

- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

EP-D-10-042

ATTACHMENT 4

SC&A'S REVISION TO SUBCONTRACTING PLAN DATED 2/16/2010

EP-D-10-042

EP-D-10-042

ATTACHMENT 5

SC&A'S COI PLAN DATED 10/22/09

EP-D-10-042

**SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS
SUBCONTRACTING PLAN**

Identification Data

Contractor: SC&A, Inc.
1608 Spring Hill Road, Suite 400
Vienna, Virginia 22182

Solicitation Number: PR-NC-09-10242

Project Title: Regulatory, Analytical and Evaluation Support Services for
Radiation Protection Programs

Total Amount of Contract: \$10,890,104

**Period of Contract
Performance:** Five years, beginning with contract award date

Date: February 16, 2010

SC&A

Type of Plan

This is an individual plan, specific to SC&A's response to EPA Solicitation PR-NC-09-10242. All elements contained herein were developed specifically for this contract.

Goal Percentages

SC&A plans to subcontract approximately \$1,574,520 (14.5 percent of the total dollar amount for all periods of the proposal), broken down as follows:

Type of Business	Percentage of Total Amount to be Subcontracted*	Dollar Amount
Large Business Subcontracts	31.2%	\$491,402
Small Business (SB) Subcontracts	68.8%	\$1,083,118
Alaskan Native Corporations (ANC)	0%	\$0
Indian Tribes	0%	\$0
<i>Veteran-Owned SB (subset of SB Subcontracts)</i>	4.5%	\$70,735
<i>Service Disabled Veteran-Owned SB (subset of SB)</i>	0%	\$0
<i>HUB Zone (subset of SB Subcontracts)</i>	4.5%	\$70,735
<i>Small Disadvantaged Business (SDB) Subcontracts (subset of SB Subcontracts)</i>	21%	\$330,101
<i>SDB ANC (Subset of SDB)</i>	0%	\$0
<i>SDB Indian Tribes (Subset of SDB)</i>	0%	\$0
<i>Other SDBs (Subset of SDB)</i>	21%	\$330,101
<i>Woman-Owned SB (subset of SB Subcontracts)</i>	7.6%	\$120,000
TOTAL SUBCONTRACTS	100%	\$1,574,520

*n.b. - the amounts shown in the above table assign portions of the total subcontract value for proposed subcontractor Fallcrest, Inc., to all categories for which it qualifies; i.e., HUB Zone, VOSB, and SDB.

Goals were established using the actual subcontracts proposed for award under this proposal and current projections for subcontracting with a Woman-Owned SB that we have identified. Existing company source lists and word-of-mouth were used to identify potential sources for solicitation purposes. Indirect costs were not included in the dollar and percentage subcontracting goals outlined above.

Types of Supplies or Services to be Subcontracted

The principal types of services to be subcontracted, along with the correspondence between large, small, and small disadvantaged business concerns follow:

Technical Area	LG	SB*	VO SB	SDVO SB	HUB-Zone SB	SDB	Woman-Owned SB
Risk Assessment & Uncertainty Analysis		X					
Hydrogeology Technical Support Services	X						
Radiological Services for Site Investigations and Remediation and Training		X	X		X	X	
Geochemistry Services related to WIPP		X					X

*SB includes all of its subsets (e.g., VOSB, SDVO SB, SDB, etc.)

Program Administrator

Laurie Loomis, Subcontract Administrator, (telephone: 703/893-6600) is the person designated to administer SC&A's Subcontracting Plan, and will be responsible to ensure that all subcontract goals are complied with. Duties include:

- A. Development and promotion of company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small and small disadvantaged business concerns, and assuring that small and small disadvantaged businesses are included on the source lists for solicitation for products and services they are capable of providing;
- B. Developing and maintaining bidder's lists of small and small disadvantaged business concerns from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidders lists;
- D. Ensuring that procurement packages are designed to permit the maximum possible participation of small and small disadvantaged businesses;
- E. Overseeing the establishment and maintenance of contract and subcontract award records;
- F. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, etc.
- G. Ensure that small and small disadvantaged business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- H. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;

- I. Monitoring company performance to ensure subcontract plan goals;
- J. Preparing and submitting required subcontract reports; and
- K. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies.

Equitable Opportunity

SC&A bids on competitive government solicitations. For those solicitations earmarked for large businesses, lists are distributed to all bidders of small and small disadvantaged businesses that request a copy of the solicitation. SC&A will use these lists to identify small and small disadvantaged businesses to team with on those specific solicitations and future ones.

We may be contacted by small and small disadvantaged businesses and requested to include them in proposals. When such a contact is made, it is usually accompanied by a qualifications statement. SC&A will maintain a file of these qualifications statements and review the file periodically to identify teaming partners.

SC&A encourages opportunities for small businesses and small disadvantaged businesses by soliciting bids and proposals from such businesses and entering into subcontracts where price and expertise allow. In accordance with this policy, we will review each new subcontracting opportunity on this contract against our own source lists to determine if there is further opportunity to use small or small disadvantaged subcontractors.

Flow-down Clause

SC&A shall include in all subcontracts over \$550,000 the clause at 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan.

Reporting and Cooperation

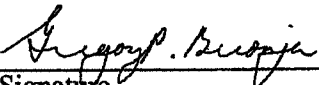
1. SC&A agrees to cooperate in any studies or surveys as may be required by the Government.
2. SC&A shall submit periodic reports in order to allow the Government to determine the extent of compliance with this plan.
3. SC&A will submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS.
4. SC&A will ensure that our subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS.
5. SC&A will provide its prime contract number and its DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports.

6. Finally, SC&A will require that each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

Recordkeeping

SC&A will maintain records showing procedures for complying with this plan, including source lists identifying small businesses and small disadvantaged businesses, records of efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them.

I, the undersigned, a designated officer of SC&A, do hereby state that SC&A agrees to carry out this plan to provide the maximum practicable opportunity for small and small disadvantaged business concerns to participate in the performance of this contract, consistent with its efficient performance.

BY: 
Signature

Gregory P. Beronja
Typed Name

President & CEO
Title

2/16/10
Date

APPENDIX B

Conflict of Interest Plan

U.S. EPA

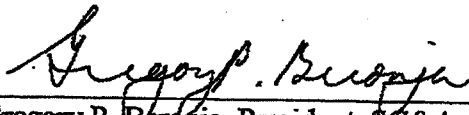
Solicitation No. PR-NC-09-10242

October 22, 2009

ORGANIZATIONAL CONFLICT OF INTEREST PLAN SC&A, INC.

Updated October 2009

Approval:



Gregory P. Beronja, President, SC&A, Inc.

1.0 PURPOSE

SC&A holds contracts with various types of clients. It is essential that the work under these contracts be performed free of any Organizational Conflict of Interest (OCI). The purpose of this document is to describe the methods employed by SC&A to detect, avoid, and mitigate potential organizational conflicts of interest.

This plan reflects revisions to SC&A's Corporate OCI document to be applicable to this proposed contract.

2.0 BACKGROUND

The Government defines organizational conflict of interest as a condition in which a relationship or situation exists whereby an offeror or a contractor (including chief executives and officers, to the extent that they will or do become involved in the performance of the contract, and proposed consultants or subcontractors, where they may be performing services similar to the services provided by the prime contractor) has past, present, or currently planned interests that either directly or indirectly, through a client contractual, financial, organizational, or other relationship, may relate to the work to be performed under a government contract and which:

- may diminish the individual or organization's capacity to render impartial assistance or advice to the Government, or
- may result in the individual or organization's objectivity in performing the work being impaired, or
- may result in an unfair competitive advantage.

The definition of OCI does not pertain, however, to a normal flow of benefits from the performance of the contract.

SC&A adopts the Code of Ethics of the National Society of Professional Engineers which states that engineers shall disclose all known or potential conflicts of interest to their employers or

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clients by promptly informing them of any business association, interest, or other circumstances which could influence or appear to influence their judgment or the quality of their services. The Code of Ethics further states that engineers shall not accept compensation or other valuable consideration from more than one party for services on the same project, or for services pertaining to the same project, unless the circumstances are fully disclosed to and agreed to by all interested parties, and that engineers shall not solicit or accept financial or other valuable consideration from contractors, their agents, or other parties in connection with work for employers or clients for which they are responsible.

3.0 CORPORATE STRUCTURE

SC&A has no affiliates, sister companies or subsidiaries and has no parent company. The SC&A corporate structure consists of a President, Gregory P. Beronja, and four Vice Presidents; [REDACTED]. Should SC&A's corporate structure change, this Conflict of Interest Plan will be updated no later than the beginning of SC&A's next fiscal year.

Since our founding, SC&A has provided technical support services to numerous clients, both governmental and commercial. Most of the firm's work has been for agencies of the Federal government, primarily those concerned with environmental, regulatory, health, and safety issues. Our primary contracts and information associated with these contracts are presented in Section B of this proposal.

4.0 PLAN

4.1 SC&A's Management Information System

SC&A maintains a database of all active contracts, projects completed since the inception of the company in 1981, and ongoing marketing proposals (these are either reentered as contracts when successful, or removed when unsuccessful). This database is maintained as part of SC&A's Management Information System (MIS), which is under the direction of the Contracts Manager. The MIS is designed to help a manager or administrator quickly and easily perform searches on any field, and also by keywords.

4.2 Data Entry Procedures

All new work is added to the MIS database. Information entered includes the name of the client, a description of the work (including the type of support, i.e., technical, policy, etc.), the site or sites examined (including the facility name, location, and owner), the dollar value of the work performed, and the SC&A Program or Project Manager's name. This information is entered by the Contracts Manager as new work is received and is available on the MIS.

4.3 Search Criteria and Procedures

A COI search is conducted whenever we receive a new contract or new work under an existing contract. COI searches for business development activities are described in Section 4.5. The

initial search for potential conflict of interest conducted by the Contracts Manager includes the client name (i.e., past, present, or contemplated projects for the same client), the name of the facility or site and owner (if applicable), and a keyword search for the type(s) of work involved. If this initial search reveals a potential conflict of interest, a more detailed review of the information must be performed in order to determine if such a conflict actually exists. This more detailed review will be conducted by the President, who will examine the nature and scope of the work involved against that proposed and the applicable client relationships based on the definition and criteria for a Conflict of Interest, as defined by the Government and discussed in Section 2.0. Situations which meet the definition and criteria will be classified as actual conflicts of interest. SC&A's notification procedures for potential or actual conflicts of interest are discussed further in Sections 4.4 through 4.5.

For this contract, should an actual or potential conflict of interest be identified, the President will notify the Contracting Officer in writing, with a copy to the Program Officer, again, prior to the submission of any work plan or work plan revision or beginning any work. SC&A shall also provide a proposed plan to avoid, mitigate, or neutralize the conflict. The results of SC&A's more detailed review of potential conflicts of interest, including those which result in a determination of no conflict of interest, shall be reported in writing to the Contracting Officer within 20 days of receipt of the work.

4.4 Annual Certification (required for this contract)

In addition to the procedures outlined above when new work is received, SC&A shall also annually review the work performed under a particular contract as a whole, the activities of the staff working on the contract, and other ongoing and proposed business of the company to ensure that there are no actual or potential conflicts of interest. To do so, the Contracts Manager will review all work assignments against SC&A's database for conflicts which may have arisen since the work was received. He or she shall also ensure that all individual certifications for the staff (see Section 4.7) have been completed and review them with each individual working on the contract to verify that no potential conflicts have arisen. Should an actual or potential conflict be identified, the Contracts Manager shall notify the President, who will follow the procedures outlined in Section 4.3 for notifying the Agency. This annual review will be documented in an annual certification.

4.5 Marketing and Proposals

The President or Contracts Manager shall cross check all proposals (as part of the bid/no-bid decision) against the database, which includes known, imminent follow-on contracts, and, for this contract, against the requirements of the "Limitation of Future Contracting Clause" for Organizational Conflict of Interest. Any instances of potential or actual conflicts of interest shall be reported to the appropriate Program Manager or Project Manager and the President and Contracts Manager as soon as they are identified. The Program Manager, Project Manager, Contracts Manager or the President shall review the circumstances and obtain additional information, if necessary. Should they conclude that the reported circumstances might involve a potential or actual conflict of interest with any work, the circumstances shall be reported in writing in this contract to the Contracting Officer, with a copy to the Project Officer. SC&A will

also provide SC&A's proposed plan to avoid, mitigate, or neutralize the conflict. The results of SC&A's more detailed review of potential conflicts of interest, including those which result in a determination of no conflict of interest, will under this contract be reported in writing to the Contracting Officer.

4.6 Personal Certification (Required for this Contract)

All SC&A employees and Associates performing work on a site, relating to a site, or work pertaining to a CERCLA/RCRA action or that may endanger a CERCLA enforcement action are required to review the Government's definition of organizational conflict of interest and to sign a certification pertaining to personal conflict of interest, including a disclosure of any potential or actual conflict of interest. The certification contains a statement that the individual has read and understands the company's conflict-of-interest plan and commits the individual to disclose conflict of interest should it arise in the course of performing the work. These certifications are filed in the Work Assignment file. Should the disclosures reveal any potential or actual conflict of interest with the work under this contract, it shall be reported in writing to the Contracting Officer, with a copy to the Project Officer. SC&A will also provide SC&A's proposed plan to avoid, mitigate, or neutralize the conflict. The results of SC&A's more detailed review of potential conflicts of interest, including those which result in a determination of no conflict of interest, will be reported in writing to the Contracting Officer.

In addition to the certifications and reviews required of individual employees and Associates working under this contract, the Program Manager will review the proposed staffing for each Work Assignment, Technical Direction Document, or Task/Delivery Order against the current and projected commitments for the individuals involved for actual or potential conflicts of interest as part of the initial review process, and prior to submission of the work plan or work plan revision. At this time, should any actual or potential conflict of interest be identified, the Program Manager shall then take steps to avoid, mitigate, or neutralize such a conflict of interest, in accordance with Section 4.7.

4.7 COI Avoidance, Mitigation, and Neutralization (Tailored to this Contract)

The SC&A Program Manager will report any potential or actual conflict of interest in writing to the Contracting Officer, with a copy to the Project Officer, along with SC&A's proposed plan to avoid, mitigate, or neutralize the conflict. The results of SC&A's more detailed review of potential conflicts of interest, including those which result in a determination of no conflict of interest, will be reported in writing to the Contracting Officer.

Should the Contracting Officer conclude that the circumstances do involve a potential or actual conflict of interest, the President of SC&A will either take one of the actions from the proposed mitigation plan or, for example, could take one of the following actions to mitigate or neutralize the conflict of interest:

- Remove or replace the individual or individuals that give rise to the Organizational Conflict of Interest from working on the Work Assignment, Task/Delivery Order, or contract

- Reassign the work from the subcontractor that gives rise to the conflict of interest to another subcontractor that does not have a conflict of interest
- Refuse the outside work that gives rise to the conflict of interest with the work under this contract
- Refuse the new task or work under this contract that gives rise to a conflict of interest with existing work
- Develop or revise a COI mitigation plan that is acceptable to the Government; or
- Stop work on the task.

In addition, SC&A will take the following steps to avoid conflict of interest:

- SC&A will avoid taking work for clients that are regulated by the government agency in the areas for which we have work under this contract; in fact, the provisions of the Limitation of Future Contracting clause prevent this already
- The Program Manager will review all SC&A staff and subcontractor assignments for this contract for potential conflicts of interest

5.0 DOCUMENTATION (MODIFIED FOR THIS CONTRACT)

When a new Work Assignment, Technical Direction Document, or Delivery/Task Order is evaluated for potential conflict by the Program Manager, including a review of any potential for conflict on the part of Associates or Subcontractors involved in the work, if any, the Program Manager then fills out an Organizational Conflict of Interest Determination Form (Exhibit A). This will be maintained in the project file along with the individual certifications, if applicable, by the Program Manager and a copy will be sent to SC&A's President. Additionally, should the review reveal no actual or potential conflict of interest, the absence of a conflict of interest shall be certified by the Program Manager in the work plan. Should no work plan be required, the certification shall be made by letter within 20 days of receipt of the work. (See Section 8.0 for certification language.) Also, an annual conflict-of-interest certification at the contract level will be submitted to the Contracting Officer, with a copy to the Project Officer, and a copy shall be maintained in the Contract File (see Section 9.0 for certification language).

6.0 TRAINING

Each SC&A employee and Associate is trained in the basic principles of organizational conflict of interest upon employment and then at least annually thereafter. The initial training consists of a copy of this Organizational Conflict of Interest Plan, which is routinely disseminated to the employee at the date of hire, and a memorandum providing the following elements (Exhibit B):

- The definition of Organizational Conflict of Interest

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- A review of the certification language
- The importance of reviewing each individual's involvement in proposals, contracts, and projects/tasks against other work the individual may be involved in, bearing in mind the Government's definition of Organizational Conflict of Interest
- A description of the information available in the Management Information System
- What to do should actual or potential conflict of interest be identified

To comply with the requirement to provide annual awareness training, SC&A disseminates the updated Organizational Conflict of Interest plan to each employee and Associate each year. Each employee and Associate is required to insert the revised plan as an update to their SC&A Employee and Associate manuals. The revised plan includes a memorandum which reviews the elements described above, and describes any changes in the company's organization or the Organizational Conflict of Interest plan within the prior year. Each employee and Associate is then required to sign a certification that they have read and understood the updated information.

7.0 INDIVIDUAL ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION LANGUAGE

Upon review of the SC&A OCI Plan, each employee is required to certify the following:

"As a representative of SC&A, I hereby certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest (including job or work performance) or activity (financial, contractual, personal, organizational or otherwise) which relate to the proposed work, and bear on whether SC&A has a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage.

I hereby certify that should such a conflict of interest arise, I will immediately notify my Program Manager in writing.

I further certify that I have read and understand SC&A's Corporate Organizational Conflict of Interest Plan."

Signature

Name & Title

Date

8.0 WORK ASSIGNMENT/TECHNICAL DIRECTION DOCUMENT/DELIVERY (TASK) ORDER CERTIFICATION LANGUAGE (REQUIRED FOR THIS CONTRACT)

To the best of my knowledge, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational or otherwise) which relate to the proposed work, and suggest that SC&A has a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. Should this situation change, appropriate steps will be taken as prescribed by the contract, and the Task Manager, Contracting Officer, and Project Officer will be notified immediately.

9.0 ANNUAL (CONTRACT) CERTIFICATION LANGUAGE (REQUIRED FOR THIS CONTRACT)

To the best of our knowledge, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational or otherwise) which relate to the work being performed under this contract, and suggest that SC&A has a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. Should this situation change, appropriate steps will be taken as prescribed by the contract, and the Contracting Officer and Project Officer will be notified.

10.0 SUBCONTRACTOR OCI PLANS (REQUIRED FOR THIS CONTRACT)

All team Subcontractors will be required to have plans containing procedures and policies for the avoidance and mitigation of conflict of interest similar to those that are contained in this plan. All Work Assignments issued to Subcontractors will contain certification language regarding COI that must be signed before the Subcontractor is authorized to begin work under that Work Assignment. This Subcontractor certification will form part of the basis for SC&A's Work Assignment certification. Additionally, all team subcontractors will be required to submit annual certifications and maintain personal certifications. Subcontractors will be required to certify regarding COI as part of any negotiated subcontract agreement. The language that is contained in this certification follows:

"To the best of the Subcontractor's knowledge, no facts exist relevant to any past, present, or currently planned activity (financial, contractual, personal, organizational or otherwise) which relate to the proposed work and suggest that the Subcontractor has a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. Should this situation change, appropriate steps will be taken as prescribed by the subcontract, and SC&A's Program Manager will be notified."

11.0 ASSOCIATES AND CONFLICT OF INTEREST

In general, SC&A conveys conflict of interest requirements to Associates in a manner similar to that of employees, as described throughout the plan. Specifically, Associates are trained in SC&A's Organizational Conflict of Interest Plan at the beginning of their work with SC&A. Each new Associate receives an Associate manual outlining all of SC&A's corporate policies, including the Organizational Conflict of Interest Plan. They also receive a memorandum (see Exhibit B), summarizing the requirements of this plan. Annually thereafter, each Associate receives an updated copy of the plan to incorporate into his or her manual, as well as a memorandum outlining any changes in the plan over the course of the year. Associates must sign and return a copy of the memorandum, certifying that they have read and understood the information. In this way, SC&A will ensure that Associates are aware of their obligations and responsibilities relative to Conflict of Interest, including disclosing any potential or actual Conflict of Interest to SC&A. In particular, they are reminded to review work that they perform for other companies against their ongoing or potential participation in projects for SC&A.

SC&A recognizes that in some respects Associates are more like Subcontractors than employees. For example, SC&A can be confident that the company is aware of the workload and clients served by employees. Associates can have clients and projects that are not known by SC&A. However, since Associates are individuals and not companies, they are not required by SC&A to develop their own Organizational Conflict of Interest Plans. Instead, they are required, by the terms of their agreement with SC&A, to notify SC&A of any potential or actual conflicts of interest in performing any work SC&A assigns to them. In addition, they are required to sign and return a statement with the certification language given above in section 10 for subcontractors before performing work on any new projects with SC&A.

In the event that an Associate identifies that he or she might have an actual or potential conflict of interest with a project to which he or she has been assigned, the Associate is directed to notify the Program Manager immediately in writing, describing the details of the actual or potential conflict of interest. For this contract, the SC&A Program Manager will report any potential or actual conflict of interest in writing to the Contracting Officer, with a copy to the Project Officer, along with SC&A's proposed plan to avoid, mitigate, or neutralize the conflict. The results of SC&A's more detailed review of potential conflicts of interest, including those which result in a determination of no conflict of interest, will be reported in writing to the Contracting Officer. If an actual conflict is identified where bias may affect the performance of the Associate, the Associate will not be assigned to the project.

ORGANIZATIONAL CONFLICT OF INTEREST PLAN

SC&A INC.

EXHIBIT A – ORGANIZATIONAL CONFLICT OF INTEREST DETERMINATION

Contract No. _____

Work Assignment/Task Order No. _____

Nature of Project: _____

Potential Conflicts of Interest Identified: _____

Date of Review: _____

Signature: _____

Name: _____

Title: _____

cc: Project File
G. Beronja

EXHIBIT B – MEMORANDUM

To: New SC&A Employees and Associates
Subject: Organizational Conflict of Interest
Last Update: October 12, 2009

INTRODUCTION

SC&A's corporate policy regarding Organizational Conflict of Interest (OCI) is set forth in the attached Organizational Conflict of Interest Plan. Each Employee and Associate of SC&A is responsible for knowing the procedures described therein for identifying and mitigating organizational conflict of interest. Organizational conflict of interest is defined as a condition in which a relationship or situation exists whereby an offeror or a contractor (including chief executives and officers, to the extent that they will or do become involved in the performance of the contract, and proposed consultants or subcontractors where they may be performing services similar to the services provided by the prime contractor) has past, present, or currently planned interests that either directly or indirectly through a client contractual, financial, organizational or other relationship may relate to the work to be performed under a contract and which:

- May diminish the individual or organization's capacity to render impartial assistance or advice to the Government, or
- May result in the individual or organization's objectivity in performing the work being impaired, or
- May result in an unfair competitive advantage.

It does not include a normal flow of benefits from the performance of the contract.

CERTIFICATION LANGUAGE

Section 7.0 of the OCI Plan contains a certification that you may be required to sign as part of your involvement on projects where the Government requires SC&A to certify that no conflict of interest exists with respect to those specific projects. Your certification is part of the basis for our corporate certification on such projects. It is therefore imperative that you carefully review your involvement in proposals, contracts, and projects/tasks against other work that you may be involved in, bearing in mind the Government's definition of organizational conflict of interest.

Additionally, Associates should review work that they perform for other companies, Federal agencies, etc., against their ongoing or potential participation in projects for SC&A.

In the event that you identify that you might have an actual or potential conflict of interest with a project to which you have been assigned, you should immediately notify the Project Manager in writing, describing the details of the actual or potential conflict of interest.