

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. 68-W-98-232	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-HQ-98-10581	
5. ISSUED BY CODE	6. ADMINISTERED BY (if other than Item 5) CODE		
Environmental Protection Agency OPPTS Support Group (3803R) 401 M Street, S.W. Washington, DC 20460			

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)		8. DELIVERY
SBA: Small Business Administration Baltimore District Office City Crescent Bldg, 10 S. Howard Street Baltimore, MD 21201		SUB: OPTIMUS CORPORATION 8341-L MONTGOMERY RUN ROAD Ellicott City, MD 21043
		[] FOB ORIGIN [] OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT N/A
CODE	FACILITY CODE	10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN:
		ITEM 12

11. SHIP TO MARK FOR CODE	12. PAYMENT WILL BE MADE BY CODE
If applicable, see Section B of the schedule.	
Environmental Protection Agency Research Triangle Park Financial Management Cntr.(Mail Code MD-32) Research Triangle Park, NC 27711	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	14. ACCOUNTING AND APPROPRIATION DATA
[] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()	See Accounting and Appropriation data in Section B

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT					\$296,330.00

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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 3 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract, (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <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 consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER
	SUSAN D. MEISNER
19B. NAME OF CONTRACTOR	19C. DATE SIGNED
BY (Signature of person authorized to sign)	BY (Signature of Contracting Officer)
20B. UNITED STATES OF AMERICA	20C. DATE SIGNED

TRIPARTITE AGREEMENT SHEET

Prime Contract:
68-W-98-232

Subcontract: 0353-98-802393

SUBCONTRACTOR

OPTIMUS CORPORATION

By: _____

_____ Date Signed

Title: _____

SMALL BUSINESS ADMINISTRATION

By: _____

_____ Date Signed

Title: _____

ENVIRONMENTAL PROTECTION AGENCY

By: _____

_____ Date Signed

Title: Contracting Officer

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
DF8014	98	B	69D	V5X	PT000001		2505	\$70,000.00	C
DF8014	98	B	69D	PSX	PT000001		2505	\$226,330.00	C

B.1 CONSIDERATION AND PAYMENT--ITEMIZED FIXED PRICES (EP 52.216-170) (APR 1984)

(a) The fixed price of this contract is \$296,330.00. Payment will be made upon delivery and acceptance of required items as follows:

(b) Payment shall be made monthly in arrears for services performed during the preceding month at the fixed-price rate of \$49,388.33 per month for the base period.

(c) If the contractor's performance does not meet the minimum standards required by the Government Quality Assurance Plan, included as Attachment 4, the Project Officer will reduce the contractor's fixed rate for the month as specified in the Government Quality Assurance Plan.

(d) If as a result of contract award, services commence on a date other than the first of the month, the amount due for the first month's services shall be determined by dividing the fixed price monthly rate by 30 and multiplying the figure by the number of days remaining in the month.

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/SPECIFICATIONS (EP 52.210-100) (APR 1984)

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

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (JUN 1996)

(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.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(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 is only available through electronic access.)

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

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
401 M Street, S.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. **Gopher Access:** gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for *IRM Policy, Standards and Guidance*. **World Wide Web Access:** <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for *IRM Policy, Standards and Guidance*.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (APR 1997)

(a) Executive Order 12873 of October 20, 1993, entitled "Federal Acquisition, Recycling, and Waste Prevention" 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

SECTION D - PACKAGING AND MARKING

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

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
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE

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

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

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

(c) Inspection and acceptance will be performed at:

US Environmental Protection Agency
401 M Street, SW
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

F.2 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from date of award through 31 March 1999 inclusive of all required reports.

F.3 MONTHLY TECHNICAL/FINANCIAL REPORT

The contractor shall furnish a monthly technical/financial report in accordance with Attachment 2, Reports of Work.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

MARY WIGGINTON
401 M STREET S.W.
WASHINGTON, DC 20460

Mail Code: 7408
Phone Number: 202-260-0806

Alternate Project Officer:

MELINDA PEARCE
401 M STREET S.W.
WASHINGTON, DC 20460

Mail Code: 7408
Phone Number: 202-260-3397

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

SUSAN D. MEISNER
401 M STREET S.W.
WASHINGTON, DC 20460

Mail Code: 3803R
Phone Number: 202-564-4776

Administrative Contracting Specialist:

G.2 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.

Consent is given to issue the following subcontracts:

GCI Information Services

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION**

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"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 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 one-color (black) 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.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication 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.

(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 Procurement Guidelines (40 CFR 250, June 22, 1988).

(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 not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. 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. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(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.2 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.3 OPTION TO EXTEND THE TERM OF THE CONTRACT--FIXED-PRICE (EP 52.217-981)
(APR 1984)**

The Government has the option to extend the term of this contract for four (4) additional period(s). If more than sixty (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 fifty-nine (59) days of the period of performance, the Government must provide to the Contractor written notification prior to that last fifty-nine (59) 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 as follows to cover the Base and Option Periods:

Period	Start Date	End Date
Option I	1 April 1999	31 March 2000
Option II	1 April 2000	31 March 2001
Option III	1 April 2001	31 March 2002
Option IV	1 April 2002	31 March 2003

(b) During the option period(s) the Contractor shall provide the services described below:

Period	Attachment
Option I	Attachment 1 - Statement of Work
Option II	Attachment 1 - Statement of Work
Option III	Attachment 1 - Statement of Work
Option IV	Attachment 1 - Statement of Work

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

Option Period	Qty	Fixed Price	Total Fixed
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		Per Month	Price
Option I	12 mo	\$48,552.00	\$582,625
Option II	12 mo	\$50,009.25	\$600,111
Option III	12 mo	\$51,510.08	\$618,121
Option IV	12 mo	\$51,930.25	\$623,163

H.4 OPTION FOR INCREASED QUANTITY--FIXED-PRICE CONTRACT (EP 52.217-982) (APR 1984)

By issuing a contract modification, the Government may increase the quantity of work called for under this contract as follows:

(a) Increased Call Volume - one-week period where call load has doubled.

Period	Qty	Unit	Unit Price	Total Price
Base	2	ea	\$1,277.00	\$2,554
Option I	2	ea	\$1,312.00	\$2,624
Option II	2	ea	\$1,351.50	\$2,703
Option III	2	ea	\$1,392.00	\$2,784
Option IV	2	ea	\$1,433.50	\$2,867

(b) Special Task - may include mass mailings, developing/maintaining associated mailing lists

Period	Qty	Unit	Unit Price	Total Price
Base	4	100 hrs	\$2,571	\$10,284
Option I	4	100 hrs	\$2,565	\$10,260
Option II	4	100 hrs	\$2,565	\$10,260
Option III	4	100 hrs	\$2,565	\$10,260
Option IV	4	100 hrs	\$2,565	\$10,260

H.5 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.6 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.7 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.8 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)

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

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this 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.9 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

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

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), 401 M Street, SW, Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

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

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and

the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

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

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

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

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

(2) The facts warrant an equitable adjustment.

H.10 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.11 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

The Contractor shall not have access to confidential business information (CBI) submitted to Environmental Protection Agency (EPA) under any authority until the Contractor obtains from the Project Officer a certification that 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.12 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

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

Project Manager - Gregory Bindner
Sr. Information Specialist - Colby Lintner

(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) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar 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.13 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.14 IDENTIFICATION OF CONTRACTOR EMPLOYEES

When answering the telephone, during telephone conversations and when otherwise performing their duties, personnel shall identify themselves at all times as contractor personnel. All contractor, subcontractor and consultant personnel are required to wear prominently displayed identification badges at all times in EPA facilities or when attending meetings, symposiums or conferences in performance of this contract. The badge shall contain the individual's name and the company name and logo. When participating in such meetings, personnel shall supplement physical identification with verbal announcement so it is clear that they are employees of the Contractor and not Agency staff members.

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	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	AUG 1996	AUDIT AND RECORDS--NEGOTIATION
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.217-8	AUG 1989	OPTION TO EXTEND SERVICES
52.219-8	JUN 1997	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	APR 1998	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.225-11	OCT 1996	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND

		COPYRIGHT INFRINGEMENT
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-33	AUG 1996	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
52.233-1	OCT 1995	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE III (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a),(b),(c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423)(the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1)Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2)Rescind the contract with respect to which--

(i)The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A)Exchanging the information covered by such subsections for anything of value; or

(B)Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii)The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.4 SECTION 8(a) AWARD (FAR 52.219-17) (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Environmental Protection Agency the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Environmental Protection Agency Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Environmental Protection Agency.

I.5 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (FAR 52.219-18) (JAN 1997)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) SIC code Computer Related Services is specifically included in the Offeror's approved business plan;

(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of the clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The contractor will notify the Environmental Protection Agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.6 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.7 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (APR 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, 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) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);
and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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

I.8 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.9 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 for T.A.I.S
2	Reports of Work
3	Invoice Preparation Instructions
4	Government Quality Assurance Plan
5	Organizational Conflict of Interest Plan

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-HQ-98-10581 are incorporated into this contract by reference.

ATTACHMENT 1

STATEMENT OF WORK FOR T.A.I.S

STATEMENT OF WORK

TSCA Assistance Information Service (T.A.I.S.)

I. BACKGROUND

This requirement is to provide information services to support all programs implemented under the Toxic Substances Control Act (TSCA) of 1976 (15 U.S.C. 2601 et. seq.), as amended, which gives the Environmental Protection Agency (EPA) the authority and responsibility to protect human health and the environment from unreasonable risks arising from the manufacture, distribution, use, or disposal of existing and new chemicals. The TSCA Assistance Information Service (T.A.I.S.) was established in 1977 under section 26(d) of TSCA. The T.A.I.S. provides service in the form of technical and informational assistance to chemical manufacturers, processors, users, storers, and disposers, including importers and exporters, concerning requirements of the laws and regulations promulgated under TSCA (see Code of Federal Regulations, Title 40, Parts 700-End). The T.A.I.S. also provides information to environmental groups, labor groups, trade associations, law firms, consultants, state and local governments, international governments, embassies, and private citizens.

The information services to be provided by the contractor will take three forms: (1) providing technical information responses to inquiries from public and private sector firms and individuals concerning the requirements of particular TSCA regulations, (2) notifying international governments of TSCA regulated chemicals to be exported to their country, and (3) distributing informational materials. **The contractor must be cleared by EPA for access to TSCA Confidential Business Information and must comply with all requirements of the TSCA Confidential Business Information Security Manual.**

II. GENERAL OPERATIONS

A. Hours of Operation

The contractor shall operate the T.A.I.S., Monday through Friday, from 8:30 a.m. to 5:00 p.m., Eastern time, excluding all Federal holidays *except* Veteran's Day. The T.A.I.S. shall remain open on Veteran's Day and shall be closed the day after Thanksgiving. T.A.I.S. staff shall be available during the above core hours to personally receive and respond to telephone calls, letters, facsimile and e-mail requests, and walk-ins. The contractor shall maintain a voice message system during off hours that appropriately notifies callers that the T.A.I.S. is closed and allows callers the option of leaving a message. The fax line shall be available 24 hours a day.

B. Telephone Service

The contractor shall provide and maintain a telephone system, certified to be Year 2000 compliant, that allows efficient access to the T.A.I.S. for all callers throughout the United States and the international community. The telephone system shall provide adequate lines to support all incoming telephone inquiries and provide automatic call distribution. The contractor shall provide outgoing lines, but shall use the Government provided domestic

long distance service, FTS 2000. The Government will also provide access to an international long distance carrier. The contractor shall provide a dedicated fax line using the existing fax number, 202-554-5603. The telephone system shall be capable of providing statistics on phone usage to include: number of calls received and answered, number of times all lines were busy, length of call, time waiting in queue, and abandoned calls while on hold. The telephone system shall reliably produce and maintain records which are sufficient to evaluate performance criteria including hourly, daily, weekly and monthly telephone statistics. The system shall be compatible with all telephone services paid for by the Government, including Government provided telephone lines and the FTS 2000 service. **All systems and services must be reviewed and approved by the EPA Telecommunications Office and the Contracting Officer prior to acquisition.**

The contractor shall use FTS 2000 telephone service in accordance with EPA's Office of Information and Resources Management Policy Manual 2100, dated 12/21/94, Chapter 7, "Telecommunications" for outbound domestic service. The contractor will coordinate with EPA's FTS 2000 business office who will produce monthly reports on traffic analysis to the T.A.I.S. EPA-provided FTS 2000 services shall be used for the conduct of official government business only.

The Government will provide the contractor with an EPA LAN account and E-mail address for processing T.A.I.S. e-mail requests and for communicating with EPA staff. It is anticipated that there will be a growing number of e-mail requests during the performance period of the proposed contract. Any additional access to the Internet required in the performance of the SOW shall be provided by the contractor.

The contractor shall ensure that its telephone system is completely operational upon assuming T.A.I.S. operations (date to be mutually agreed upon by EPA and contractor). EPA's Telecommunications organization will be responsible for transferring/installing the out-going FTS 2000 services to the contractor's facility.

C. Facilities and Equipment

The contractor shall provide the facility to house the TSCA Assistance Information Service. The facility must be on-site or within a 15 minute walk of EPA Headquarters, 401 M Street, SW., Washington, DC., and where the existing telephone number, 202-554-1404 can be maintained.

The contractor shall provide the capability to reproduce printed material and be able to handle a copy volume of up to 60,000 impressions a month. All duplicated material shall be of good, clear copy quality.

The contractor shall provide an electronic tracking system utilizing software of choice to maintain existing T.A.I.S. reference materials such as regulatory information, mailing lists, document inventory list, and referrals lists.

The contractor shall provide the capability to receive and send facsimile documents.

The contractor shall provide storage for up to 300,000 documents

annually. The contractor shall transfer documents, if necessary, from sources such as EPA's Print Shop or other EPA staff offices located within the Office of Pollution Prevention and Toxics (OPPT) and transport them to the contractor's storage facility.

All contractor systems, hardware and software, must be Year 2000 compliant in accordance with Executive Order 13073.

D. Personnel

The contractor shall provide staff coverage for T.A.I.S. operations, with trained personnel during core operating hours. The contractor shall provide sufficient staff capable of responding to all inquiries.

The contractor shall ensure that all personnel assigned to work on this contract are qualified to perform the tasks outlined in this SOW. Technical staff shall be properly trained to provide timely, accurate, complete, and courteous responses to questions related to chemical regulatory activities. The project manager shall be responsible for daily operations of the T.A.I.S., quality control, supervision of contract staff, and interaction with EPA.

All T.A.I.S. staff shall identify themselves at all times as contractor personnel when answering the telephone and when performing their duties. The T.A.I.S. staff shall also wear badges identifying themselves as contractor personnel at all times when performing their duties.

Copies of the T.A.I.S. Training Manual and reference files currently used by the T.A.I.S. technical staff will be provided by the Government at the time of contract award. The contractor shall maintain a current Training Manual at all times and provide the Project Officer an updated copy quarterly.

Technical staff shall remain up-to-date on program status and emerging program and technical issues. EPA will provide periodic briefings as necessary.

E. Interface with EPA

The contractor shall attend briefings and meetings to obtain up-to-date regulatory information on program status and emerging program and technical issues as necessary. Such briefings will occur approximately two to three times per month for the first three months of the contract period and one time per month thereafter.

The contractor shall communicate with the Project Officer at least weekly to resolve technical questions, issues, and problems relevant to the operation of the T.A.I.S and to ensure an appropriate information exchange. Regular meetings with the Project Officer shall be conducted on a weekly basis for the first two months of the contract period and monthly thereafter. These meetings normally will be held at EPA Headquarters; however, at the Project Officer's discretion, they may occasionally be held at the contractor's site.

The technical staff shall maintain regular interactions with EPA staff, via phone or e-mail, when an answer cannot be readily provided and clarification or assistance is needed to obtain a response.

The contractor shall notify the Contracting Officer and Project Officer in writing if the performance standards are not met or if any performance problems are experienced at any time during the contract period. Once performance issues have been identified, the contractor shall immediately take action addressing and/or correcting those issues.

III. INFORMATION SERVICES SUPPORT

PART A. RESPONSES TO REQUESTS FOR INFORMATION

SCOPE

The contractor shall provide continued operation of an information hotline, established as a result of TSCA Section 26(d), that quickly responds to questions related to the implementation of TSCA.

TASKS

1. The contractor shall provide timely (immediate response to question or call-back within 1 working day), accurate (cited from TSCA or other pertinent statutes), and courteous responses to telephone, e-mail, fax, and letter inquiries for information concerning pertinent statutes and related regulatory activities. Most responses shall be given directly by phone, through call-backs after researching answers, or by distributing relevant documents (e.g., Federal Register notices, fact sheets, guidance documents, etc.). Direct answers to questions shall be supplied whenever cleared for public release, but opinions concerning EPA policy or policy interpretation of regulations shall not be part of a response to a person seeking assistance. The contractor shall rely on published information and oral information provided by the Project Officer or other program officials to give facts related to regulatory activities. All inquiries from the press, except those seeking general background information about the program, shall be referred to the EPA Office of Communications, Education, and Public Affairs. All inquiries from Congress, except those seeking general background information about the program, shall be referred to the Office of Congressional and Legislative Affairs.

ALL RESPONSES SHALL CONTAIN EPA-APPROVED INFORMATION. AT NO TIME SHALL THE CONTRACTOR STAFF RESPOND WITH OPINIONS, WHETHER THEY BE THE PERSONAL OPINIONS OF THE CONTRACTOR STAFF MEMBERS, THE OPINIONS OF THE CONTRACTOR AS A CORPORATE ENTITY, OR THE PERSONAL OPINIONS OF GOVERNMENT OFFICIALS OR REPRESENTATIVES WHO HAVE ASSISTED IN PROVIDING THE RESPONSE. CONTRACTOR STAFF SHALL BE ESPECIALLY ALERT TO ENSURE THAT OPINIONS CONCERNING EPA POLICY AND POLICY INTERPRETATIONS OF REGULATIONS ARE NOT A PART OF ANY RESPONSE TO PERSONS SEEKING ASSISTANCE. QUESTIONS IN THIS REGARD SHOULD BE ADDRESSED TO THE GOVERNMENT CONTRACT ADMINISTRATOR OR TECHNICAL REPRESENTATIVE.

2. The contractor shall maintain a current list of technical subject-matter contacts within EPA (including the Regions) to consult when researching answers to technical regulatory questions. The contractor shall also maintain a current list of individuals and offices to which callers may be referred for responses to misdirected, legal, or highly technical questions. This list shall include EPA staff, other federal agencies, state and local governments, other hotlines and information services. The Project Officer will provide the

contractor with the initial contact and referral lists.

3. The contractor shall document each call received in an automated tracking system. Documentation shall include at a minimum; the state from which call originated (if provided); the subject/description of the call; date of call; documents/information requested; and name of person responding to call.

4. The contractor shall pick up two copies of the Federal Register each day from the Government Printing Office located at 710 N. Capitol Street, Washington, DC, 20401. The contractor shall review the Federal Register for notices published concerning toxics regulatory activities. Daily e-mail messages to a distribution list supplied by the Project Officer shall include pertinent notices and shall be generated by 11 a.m. each workday. In addition, a monthly summary of all TSCA-related Federal Register notices shall be electronically distributed to designated EPA staff by the fifth workday following the end of the performance month.

5. The contractor shall create and maintain a T.A.I.S. Web site on EPA's public access Web server that includes: (1) links to all Federal TSCA-related Internet sites; (2) links to relevant and topical Federal documents related to TSCA; and (3) a "feedback" page from which the public may seek additional information and assistance through an e-mail link. The contractor shall monitor the Internet for new TSCA-related information, facilitate on-line research as necessary, update the Web site, and respond to e-mail inquiries. The contractor shall maintain a reference file for all TSCA-related Internet sites. The Project Officer will provide the contractor with the existing Internet site list. The contractor shall create and maintain the Web pages in compliance with the Agency's "look and feel" standards, as identified at URL <http://www.epa.gov/epahome/webguide/guide.htm>.

PART B. INFORMATIONAL NOTIFICATIONS ON REGULATED CHEMICALS

SCOPE

This contractor shall provide informational notifications to international governments of TSCA regulated chemicals to be exported to their country, in accordance with TSCA Section 12(b).

TASKS

1. The contractor shall review chemical export notices for completeness and accuracy, and resolve any discrepancies with the company submitting the notification.

2. The contractor shall log and track received notifications, and determine through an automated tracking system if notification to an international government and/or entity is required. If notification is required, the contractor shall generate pre-approved notification letters to an international government and/or entity with copies of appropriate EPA regulations attached. Complete notification packages shall be submitted to the Project Officer for signature. The Project Officer may authorize use of a signature stamp. The contractor shall deliver all signed letters to the EPA Mail Room in EPA-provided envelopes (EPA will pay postage).

3. The Government will provide a database containing the boilerplate

notification letters for chemicals regulated under TSCA 12(b). The contractor shall review the existing letters and revise as necessary. Revised letters shall be approved by the Project Officer.

4. The contractor shall generate weekly reports from the automated tracking system to include number of notices received by chemical, country, company, and electronically distribute the reports to a recipient list supplied by the Project Officer. In accordance with current Agency recommendations, the contractor shall use Lotus Notes, or compatible system, to electronically track all 12(b) Export Notifications.

5. The contractor shall respond orally or in writing to inquiries from U.S. exporters for guidance on how to comply with chemical export notification regulations. All written responses shall be provided to the Project Officer for signature.

6. The contractor shall respond orally or in writing to inquiries from international governments for additional information on chemical exports and EPA regulations on chemicals. All written responses shall be signed by the Project Officer.

7. The contractor shall update and maintain a listing of EPA-regulated chemicals that trigger export notification.

8. The contractor shall assist in implementing the United Nations' Prior Informed Consent Program (PIC), currently under negotiations.

PART C. DISTRIBUTION OF INFORMATIONAL MATERIALS

SCOPE

The contractor shall provide distribution of EPA-approved informational materials in response to specific inquiries as well as in support of responses provided by technical staff. In addition, there will be special distributions of informational materials to parties affected by OPPT activities.

TASKS

1. The contractor shall distribute a variety of documents in response to telephone calls, facsimile requests, letters and e-mail requests. Document requests shall be delivered to the EPA Mail Room within 1 working day in EPA provided envelopes. (EPA will pay postage.) As requested by the caller, documents shall be faxed within 1 working day, provided the document is no more than 10 pages in length and legible. A list of documents currently available on an EPA Fax-on-Demand System (202-401-0527), maintained by the Office of Prevention, Pesticides, and Toxic Substances (OPPTS), will be provided to the contractor. The contractor shall explain to callers how to electronically access EPA/TSCA documents, as required.

2. The contractor shall maintain an inventory of those TSCA-related documents the Project Officer has indicated should be distributed directly by the T.A.I.S. The Project Officer will provide the contractor with the current document inventory. Older documents shall be photocopied by the contractor as

copies are needed. The contractor shall also maintain a database of pertinent regulatory materials and their availability, and shall maintain reference copies of these materials in the T.A.I.S. reference files.

3. The contractor shall pick-up and deliver materials (e.g. items for distribution, document requests, reference materials, etc.) between the contractor's facility and EPA Headquarters twice each working day - once in the morning and once in the afternoon. Pick-up and delivery points at EPA include: EPA Mail Room, Project Officer's office, and any OPPT staff office requesting information from the T.A.I.S.

4. The contractor shall routinely assist with 15-20 special mailings per year. Most mailings shall be small-scale, averaging approximately 100 addressees per mailing and 5-10 pieces of material per addressee. There shall be one large-scale annual mailing, averaging approximately 2000 addressees and 3 pieces of material per addressee. The contractor shall assemble and stuff documents into EPA provided envelopes, and deliver to the EPA Mail Room within 1-3 working days, depending on the size of the mailing (EPA will pay postage).

The contractor shall create, maintain, and update a sortable database containing the mailing lists used for these special mailings. In accordance with current Agency recommendations, the contractor shall use Lotus Notes or a compatible system. Current mailing lists are in dBase IV or WordPerfect and will be provided to the contractor. The contractor shall supply printed labels for each mailing. At the Project Officer's request, the contractor shall reproduce and collate documents.

IV. INCREASED WORKLOAD OPTION

When ordered by the Government, the contractor shall provide the following:

- 1) Call Volume - the contractor shall provide additional resources to respond to an increased call load for a short period of time, and;
- 2) Special Tasks - the contractor shall provide additional resources to complete special projects in direct support of the T.A.I.S. function of providing OPPT-related information. Work associated with this option may include: assisting with mass mailings, developing/maintaining mailing list databases; and assistance with preparation of presentation materials.

V. PERFORMANCE STANDARDS

The contractor shall meet the performance standards listed below:

1. All interaction with the public shall be conducted in a positive and customer service-oriented manner. All TAIS personnel shall identify themselves as contractor personnel when answering the telephone, placing follow-up or research calls or otherwise engaging in TAIS-associated duties on behalf of EPA.

2. All responses provided to the public must be accurate, appropriate, complete and courteous. Answers to similar questions must be consistent. All TAIS responses to inquiries shall be based on and consistent with EPA-approved materials maintained by the contractor. The contractor shall monitor performance under this contract to ensure that incoming questions are

understood and clarified, the answer is correct, appropriate background is provided so that callers can understand the answer, the level of detail provided is appropriate to the callers needs, the technical information is correct and sources are correctly cited, referrals are made when appropriate, sources of further information are correctly identified, and appropriate documents are identified.

3. The contractor shall monitor referrals to ensure that they are necessary, appropriate to the callers' needs, and consistent. All inquiries from the press or Congress, except those seeking general background information about the program, shall be referred to EPA's Press Office or Congressional Affairs Office. Any other inquiries specifically directed to EPA or specifically requesting a response by EPA (e.g. comments on a proposed rule, compliance determination) shall be referred to appropriate EPA staff. Other specific instructions regarding procedures may be specified by the Project Officer.

4. The contractor shall immediately bring to the attention of the Project Officer any information received via the T.A.I.S. which could require action or a response by EPA (e.g., emerging public health issues or requests for speakers).

5. Average speed of answering (ASA): At least 85% of the callers shall have access to technical staff within 60 seconds of selecting the option of reaching an Information Specialist.

6. The contractor shall ensure that a standard P.05 grade of service or better is maintained for all incoming calls. (P.05 grade is defined as 5 people out of 100 during a given day would receive a busy signal because of insufficient line capacity.)

7. The contractor shall operate the Hotline continuously throughout the entire contract period of performance.

8. All telephone inquiries shall be promptly addressed during normal operating hours. All inquiries requiring additional research and/or approval of an answer by EPA shall receive a response - either status or answer - within 1 working day. Document requests shall be sent within 1 working day after receipt of request.

9. Required reports shall be submitted accurately and on time.

10. Any new material provided by the EPA to the contractor shall be immediately incorporated into all T.A.I.S. reference materials. Any written material prepared by the contractor, including but not limited to questions and answers manual, required reports, special projects, and responses to questions shall be reviewed and approved by the Project Officer before being considered acceptable.

11. Appropriate procedures for handling TSCA Confidential Business Information (CBI), as set forth in the TSCA CBI Security Manual are consistently displayed.

ATTACHMENT 2

REPORTS OF WORK

REPORTS DESCRIPTION**I. Weekly Activity Reports**

The contractor shall submit a weekly progress report (one original plus 3 double-sided copies) to the EPA Project Officer (PO) within three business days following the end of each week. The weekly report shall include but is not limited to the following information:

- Hot Topics - 2 to 4 questions and T.A.I.S. responses from the previous week shall be addressed. These would include typical questions and responses; unusual questions; difficult questions where a standard answer is not readily available from EPA material; questions that require consultation with EPA; questions that have policy implications.
- Completed and pending T.A.I.S. activities, reports of any meetings/briefings attended by T.A.I.S. staff, changes to the recorded message, and any T.A.I.S. staff changes.
- Current issues and events that may affect an information service operation such as T.A.I.S., including a summary of all TSCA-related Federal Register notices for the week, a summary of all regulatory activity, and a summary of any new TSCA-related publications.
- Statistical Summary of Export Notifications for the previous week
- Summary of problems encountered by the contractor and actions taken to resolve the problems.

The contractor shall identify and recommend to the Project Officer other pertinent information to be included in the Weekly Report.

The Project Officer may request that a report be reissued if any discrepancies are identified. The contractor shall submit the corrected report within two (2) business days after the discrepancy has been identified.

II. Monthly Progress Reports

The contractor shall submit a monthly technical and financial progress report to the EPA Project Officer (three (3) copies) and the EPA Contracting Officer (one (1) copy) The report shall briefly discuss the progress made since the last monthly progress report. The reports shall be delivered to the PO and CO on or before the 15th of each month following the end of the completed performance month.

Specific discussions shall include but are not limited to activities conducted, difficulties encountered and anticipated, remedial action taken and/or planned, and anticipated work during the subsequent reporting period. In addition, the report shall include monthly statistics on export notifications, inquiries received, and telephone usage, referrals (to EPA staff, outside EPA, to the OPPTS fax-back system, etc), classifications of inquiries (eg. industry, government, law, etc.), location of callers (eg. state and EPA region), and types and quantities of documents sent out.

The contractor shall identify and recommend to the Project Officer other pertinent information to be included in the Monthly Report.

The Project Officer may request that a report be reissued if any discrepancies are identified. The corrected report shall be submitted within two (2)) business days after the discrepancy has been identified.

III. Annual Reports

The contractor shall submit an outline describing the proposed contents of the Annual Report of the TSCA Assistance Information Service to the Project Officer by the last business day in August. The report shall include, at a minimum, a statistical and informational summary of T.A.I.S. activities for the preceding fiscal year. The Project Officer shall review the outline and provide comments/concurrence within ten business days after receipt. The contractor shall deliver three (3) copies of the final Annual Report to the Project Officer and one (1) copy to the Contracting Officer no later than October 15th.

IV. Federal Register Status Reports

Each workday, the contractor shall generate a daily status report summarizing any TSCA-related Federal Register notices and shall electronically disseminate via the OPPT LAN by 11a.m. each workday to a distribution list approved by the Project Officer. In addition, the contractor shall electronically distribute a monthly summary of all TSCA-related Federal Register notices by the fifth workday following the end of the performance month.

V. Other Reports

At the Project Officer's discretion, the contractor shall periodically provide other written and/or oral material describing the operation and activities of the TSCA Assistance Information Service.

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 direct labor dollars billed for the period in the invoice.

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

Subcontracts - identify the major cost elements for each subcontract.

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

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

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

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

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

NOTE: 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 by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the

invoice period, provide a detailed explanation for that cost category.

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

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

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

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

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

NOTE: 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.

ATTACHMENT 4

GOVERNMENT QUALITY ASSURANCE PLAN

Government Quality Assurance Plan

Performance Measures - Page 1 of 2

MF= Minimum Frequency

SOW Performance Standards	EPA's Proposed Methods for Monitoring Performance Standards	Percentage Deduction*	A.Q.L. Deviation**
1) All T.A.I.S. personnel shall identify themselves as contractor personnel when answering the telephone, placing follow-up or research calls, or otherwise engaging in T.A.I.S. associated duties on behalf of the EPA.	EPA will conduct test calls (MF= 2 to 4 times per month)	3% of monthly payment will be deducted.	No deviation permitted.
2) All responses provided to the public shall be courteous, accurate, and appropriate. Answers to similar questions shall be consistent. All responses to inquiries shall be based on and consistent with EPA approved materials maintained by the contractor.	Customer satisfaction survey will be administered to Hotline customers (MF=2 to 3 times per year). EPA will conduct test calls and/or submit written inquiries and will review responses (MF= 2 to 4 times per month). EPA will review weekly activity reports (MF= Weekly) .	2% of monthly payment will be deducted.	No more than 1 valid, unsolicited complaint per month, OR 90% of customers surveyed shall be satisfied.
3) All inquiries from the press or Congress, except those seeking general information about the program, shall be referred to EPA's Press Office or Congressional Affairs Office.	EPA will conduct test calls (MF=2 to 4 times per month).	3% of monthly payment will be deducted.	No deviation permitted.
4) Timely notification (i.e. within 1 business day) shall be provided on items requiring Government action or response.	EPA will review randomly selected log books (MF=Monthly) and will monitor weekly activity reports (MF= Weekly).	2% of monthly payment will be deducted	No more than 1 required situation per month may go unreported.
5) Average speed of answering (ASA): 85 percent of callers at a minimum shall have access to technical staff within 60 seconds of selecting the option of reaching an Information Specialist.	EPA will audit daily phone statistics generated by automated telephone system (MF=monthly) and will conduct test calls (MF=2 to 4 times per month).	2% of monthly payment will be deducted	No more than 15% of callers per month shall be on hold for more than 90 seconds.
6) A standard P.05 grade of service or better is maintained for all incoming calls.	EPA will audit daily phone statistics generated by automated telephone system (MF=monthly) and will conduct test calls (MF=2 to 4 times per month).	2% of monthly payment will be deducted	No more than 5% of callers per month shall receive a busy signal.
7) Personnel shall be available Monday-Friday from 8:30 am to 5:00 pm Eastern Time.	EPA will randomly call the T.A.I.S. (MF=monthly). EPA will randomly conduct	3% of monthly payment will be deducted	No deviation permitted except under valid emergency situations.

	site visits (MF=monthly).		
8) All telephone inquiries shall be promptly addressed during normal operating hours. All inquiries requiring additional research and/or approval of an answer by EPA shall receive a response within one working day (answer or status). Document requests shall be sent within 1 working day after receipt of request.	EPA will conduct test calls and/or submit written inquiries (MF= 2 to 4 times per month). EPA will review randomly selected log books (MF=monthly). Customer satisfaction survey will be administered to Hotline customers (MF=2 to 3 times per year).	2% of monthly payment will be deducted	At least 90% of inquiries shall be satisfied immediately (85% during the first month of the contract to allow for training transition.). No more than 1 valid, unsolicited complaint per month.
9) Required reports are accurate and submitted on time.	EPA will monitor receipt of all reports (MF=continuously).	2% of monthly payment will be deducted	No more than 2 of the required reports per month shall be later than specified.
10) New material provided by EPA shall be immediately incorporated into all T.A.I.S. responses and reference materials.	EPA will conduct test calls (MF=Monthly). EPA will review weekly activity reports (MF=Weekly).	3% of monthly payment will be deducted	No deviation permitted.
11) Appropriate procedures for handling TSCA CBI are consistently displayed.	EPA will conduct audits (MF= 2-3 times per year)	5% of monthly payment will be deducted	No deviation permitted.

* Amount that can be reduced from monthly invoice charges.

** Acceptable Quality Level -The maximum allowable degree of deviation from the standard for the task which will be permitted by the government before performance is deemed to be unsatisfactory.

ATTACHMENT 5

ORGANIZATIONAL CONFLICT OF INTEREST PLAN