

ANNOUNCEMENT FOR STUDENT SERVICES CONTRACT
United States Environmental Protection Agency
National Risk Management Research Laboratory
Office of Research and Development

DETAILS OF THIS ANNOUNCEMENT

Location	Cincinnati, Ohio
Required Level of Education	Bachelor's, BA/BS + 1 year of Graduate School, Master's,
Anticipated Start Date of Contract	May, 2014
Rate of Pay	\$22.22-\$29.85/hour depending on level of education
Average Hours per week	Full time, 40 hours per week
Positions	1

The National Risk Management Research Laboratory (NRMRL) of the Office of Research and Development (ORD), and the Environmental Technology Assessment, Verification, and Outcomes (ETAV) of the U.S. Environmental Protection Agency (EPA) is seeking one individual who has received their Bachelors or Masters degree within the last two (2) years to provide services under a contractual agreement in support of ongoing research activities.

NRMRL's Environmental Technology Assessment, Verification, and Outcomes (ETAV) Staff reviews, promotes and may coordinate or perform state-of-the-science critical reviews of environmental technology for NRMRL. ETAV is involved in the stakeholder engagement for the Water Technology Innovation Cluster (WTIC) as well as other technology transfer related programs. The Water Technology Innovation Cluster will focus on developing technologies that can encourage economic development while providing environmental and human health protection at the Andrew W. Breidenbach Environmental Research Center (AWBERC) in Cincinnati, OH 45268.

The student shall have graduated with a BA/BS, or Master's degree within the last two (2) years (Undergrad students may apply provided that they will graduate by June 2014). The student is preferred to have majored in Communications, Technical and Scientific Writing, Journalism or a related field in Communications. It is recommended that the student have a general interest in environmental science and technology with experience in developing communication materials related to this field, as this will be the subject matter of much of the program support to be provided. The student must have knowledge of publishing concepts, practices, standards, and technologies for the media use. Student must possess the ability to do work independently, have good writing skills, communicate professionally, and must have organizational skills. The Student must have experience with computers, and common software packages such as; Word,

PowerPoint, and Excel, Adobe PDF Creator/Reader and familiar with working with databases, web social media tools including InDesign and PhotoShop even though this is ideal, but not a requirement.

This work is expected to begin in June 2014, and continue for a period of 12 months with two (2) additional optional periods. It will be a full time schedule of 40 hours per week. The principal duty station location is the Andrew W. Breidenbach Environmental Research Center (AWBERC), 26 W. Martin Luther King Dr., Cincinnati, OH 45268. The student may enter the facility only during business hours or when an ETAV staff is present. Proper procedures and training will be provided and reviewed with the mentor Julius Enriquez, Environmental Protection Specialist, Environmental Technology Assessment, Verification, and Outcomes Staff, and other EPA staff if necessary, prior to initiation of work.

U.S. citizens are eligible to participate in this program. Non-U.S. citizens also may be eligible to participate, depending on their immigration status and the applicable regulations of the Bureau of Citizenship and Immigration Service (BCIS), formerly known as the Immigration and Naturalization Service.

Students, who are EPA ORD employees, or the spouse or child of an EPA ORD employee, are not eligible to participate.

The hourly rate of pay is commensurate with the level of education and experience, as follows: **\$22.22/hr** for students with a BA/BS; **\$27.12/hr** for students with a BA/BS and 1 year of Graduate School; and **\$29.85/hr** for students with MA/MS. If interested in this opportunity, the student/recent graduate must propose this rate in order for his/her proposal to be considered acceptable

Students or recent graduates are instructed to propose the appropriate rate in order to have an acceptable proposal. In this way, price will be considered the same for all students or recent graduates (offerors) if a different rate or price is proposed, it must be accompanied by an explanation indicating why the provided rate was not proposed.

The student contractor will not receive overtime premium for any hours worked beyond a 40-hour week. The student contractor will not accrue leave or holiday benefits and will not be paid for any non-work days, regardless of the reason.

The student/recent graduate contractor is considered as an independent contractor; therefore, Federal, State, Local, Social Security, and Medicare taxes will not be withheld. The student contractor is responsible for reporting income to authorities and paying all taxes.

Interested students or recent graduates may apply for this opportunity by providing the following information:

A. Resume or Statement of Qualifications of no more than three (3) single-sided pages or one (1) and a half double-sided pages in length, single spaced, 12 pitch Times New Roman, that contains the following information

- Full legal name
- Mailing address
- Email address (if any)
- Telephone number
- Social Security Number
- Date of Birth
- Place of Birth
- Citizenship, or immigration/visa status (if not a U.S citizen, documentary evidence from USCIS)
- Description of recent classes relevant to the Statement of Work
- Related Experience
- Scientific publications with a description of the individual's participation in the publication
- An attached certified copy of the most recent transcript showing listing of courses and overall grade point average
- Sample portfolio that shows the student's skills in oral and written communication. This should be no more than four (4) pages. The sample portfolio should highlight the applicant's technical writing and document design abilities and may include fact sheets, report excerpts, PowerPoint presentations, news stories, instructions, or other materials.

B. References (contact information of two professors and/or prior employers),

- a. Name
- b. Title
- c. Phone Number
- d. E-mail address

C. Copies of College Transcripts

Unofficial copies are acceptable, if it is apparent from the transcript copy that it is a copy of an official document and that the school is identified, listing courses taken, grades and overall GPA.

D. Signed Acknowledgement Form (attached)

E. Rate Proposal

Interested students should submit their resume or statement of qualifications and rate proposal via e-mail to xxx@epa.gov.

Interested students or recent graduates should submit the above requested information via FedConnect at <https://www.fedconnect.net> referencing RFQ # RFQ-OH-14-00065 or via e-mail to Renita Tyus, Contracting Officer at tyus.renita@epa.gov. **The deadline for submissions is**

3:00 PM EST April 9, 2014. Students or recent graduates are responsible for submitting proposals so that they reach the Government by the time specified.

In order to submit a quotation via FedConnect® and perform work under the Student Services Contract to EPA, students or recent graduates must have a checking or savings account at a financial institution that will accept direct deposits of Federal funds for Electronic Funds Transfer (EFT) and **must register with Dun and Bradstreet (D&B) to obtain a DUNS number, register with the System for Award Management (SAM), and register with FedConnect®**. The process to apply via FedConnect is lengthy; please allow for at least **TWO WEEKS** to complete the following registrations:

- To register with D&B and obtain a DUNS number, call D&B at 1-866-705-5711 or contact D&B at <http://www.dnb.com/update>.
- To register for SAM go to the SAM website found at <https://www.sam.gov>.
- To register for FedConnect® go to the FedConnect® website found at <https://www.fedconnect.net/>.
 - Please note that FedConnect® is used by multiple federal agencies and therefore assistance with FedConnect® will be provided by Compusearch Software Systems, not the EPA. More information about registration requirements can be found by going to https://www.fedconnect.net/FedConnect/PublicPages/FedConnect_Ready_Set_Go.pdf and downloading the FedConnect Ready, Set, Go! Guide. If you need technical assistance in registering or for any other FedConnect® function, call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net. There is no charge to register for a DUNS at D&B, SAM, or FedConnect®.

Any application received at the Government office designated after the exact time specified for receipt is “late” and will not be considered unless it is received before award is made, and the Contracting Officer determines that accepting the late application would not unduly delay the acquisition and:

1. It was transmitted electronically and received at the initial point of entry to the Government infrastructure not later than 5:00 p.m., one working day prior to the date.
2. There is acceptable evidence to establish it was received at the Government installation and was under the Government’s control prior to the time set for receipt; or
3. It was the only proposal received.

Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel. If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated by the exact time specified, and urgent

Government requirements preclude amendment of the announcement, the time specified for receipt will be deemed extended to the same time of day specified on the first work day on which normal Government processes resume.

However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated by the exact time specified, an urgent Government requirements preclude amendment of the announcement, the time specified for receipt will be deemed extended to the same time of day specified on the first work day on which normal Government processes resume.

The Government will make contract awards based on all other factors other than price (students' knowledge and skills, academic and work experience -- training and course work as it relates to the services described in the Announcement) being significantly more important than price. Personal interviews may be conducted with the most promising candidates at the discretion of the Government. The evaluations of students' resumes or statements of qualifications will be based on the following evaluation factors:

Evaluation criteria:

- A. Graduated with a BA/BS or Master's degree within the last two (2) years.
(Undergraduate students may apply provided that they graduate by June 2014. Proof that the student will graduate by June 2014 need to be sent with the application.)
- B. The student must have a GPA of 3.0 or higher (based on a scale of 4.0)
- C. Evaluation of interviewing process.
- D. Demonstrated organizational and administrative skills including Microsoft Excel, PowerPoint and Word, including familiarity with databases, web social networking tools, and desktop publishing based either on prior employment, paid or volunteer, or on school-based extracurricular activities (or both).
- E. Quality of academic work as reflected by GPA and/or other measures.
- F. Demonstrate skills in oral and written communication with experience in setting up conferences, events, seminars.
- G. Students invited for an interview will be asked to edit sample documents using a computer. This may take 15-30 minutes.

The evaluations of students' or recent graduates' resumes or statements of qualifications will be based upon their resumes and by personal interviews and other correspondence (phone, email),

their work experience, knowledge and skills in creative work, coursework, grades, and experience in working both in teams and independently, and availability including the above evaluation criteria. References will be checked.

Students or recent graduates who perform under contract to EPA are required to undergo a background check, a check of FBI fingerprint files, and a suitability determination by the U.S. Environmental Protection Agency. Selected candidates will be provided copies of the appropriate forms and instructions on their completion and submission requirements.

Student/recent graduate contractors are responsible for all costs of transportation to and from the principal duty station location. Travel associated with job performance will be reimbursed in accordance with the terms in the awarded purchase order. EPA does not provide housing, meals, or other living expenses while working at the principal duty station location. IF performance of the contract requires overnight travel, the student/recent graduate contractor will travel under the rules and procedures established for Federal employee travel.

EPA will be responsible for compensating students or recent graduates in the same manner as Federal employees for any injury suffered while performing these services. Students or recent graduates are protected from personal common-law tort liability for damages to third parties arising out of his/her work under the same broad-based immunity provided to Federal employees while performing these services. Properly licensed students or recent graduates may be permitted to drive Government vehicles, if required to do so by the statement of work.

Students or recent graduates will be required to comply with Federal requirements for Standards of Ethical Conduct and Conflicts of Interest.

Students or recent graduates may be offered, at Government expense, non-mandatory vaccinations, immunizations, treatments, medical examinations, and health and safety training to safeguard their health prior to beginning certain types of work which may expose them to health or safety risks in the environment. Selected students or recent graduates will receive more information about these issues prior to award of any contract.

Students who perform under contract to EPA are required to undergo a background investigation consisting of a check of Federal Bureau of Investigation (FBI) name and fingerprint files, and a suitability determination. Selected students or recent graduates will be provided copies of the appropriate forms and instructions on their completion and submission requirements. Selected recent graduates will receive more information about these issues prior to award of any contracts.

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)y		HIS RFQ/ <input type="checkbox"/> IS/ <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE/		PAGE OF/	PAGES/
1. REQUEST NO./ RFQ-OH-14-00065c		2. DATE ISSUED/ 3/10/2014c	3. REQUISITION/PURCHASE REQUEST NO./ PR-ORD-14-00534c	4. CERT. FOR NAT. DEF./ UNDER BDSA REG. 2/ AND/OR DMS REG. 1/	RATING/
5a. ISSUED BY/ CP0Dc US Environmental Protection Agencyc 26 West Martin Luther King Drive Mail Code: NWDc Cincinnati OH 45268c			6. DELIVERY BY (Date)/ 365 Days After Awardc		
5b. FOR INFORMATION CALL: (No collect calls)/			7. DELIVERY/ <input checked="" type="checkbox"/> FOB DESTINATION/ <input type="checkbox"/> OTHER/ (See Schedule)		
AME/ Renita Tyusc			9. DESTINATION/ a. NAME OF CONSIGNEE/ Robin Clarcek		
AREA CODE/ 513c			ELEPHONE NUMBER/ 487-2094c		
8. TO/ a. NAME/ b. COMPANY/			b. STREET ADDRESS/ ORD Officeof the Science Advisor US Environmental Protection Agencyc 109 T. W. Alexander Dr.c		
c. STREET ADDRESS/			c. CITY/ Research Triangle Parkc		
d. CITY/		e. STATE/	f. ZIP CODE/	d. STATE/ NCc	e. ZIP CODE/ 27711-0002c
10. PLEASE FURNISH QUOTATIONS TO/ THE ISSUING OFFICE IN BLOCK 5a ON/ OR BEFORE CLOSE OF BUSINESS (Date)/ 4/09/2014 1500 ESC		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so/ indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs/ incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic/ origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations/ must be completed by the quoter./			

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO./ (a)/	SUPPLIES/SERVICES/ (b)/	QUANTITY/ (c)/	UNIT/ (d)/	UNIT PRICE/ (e)/	AMOUNT/ (f)/
0001	Student Services Contract - Office of Research & Development, National Risk Management Research Laboratory, Environmental Technology Assessment, Verification and Outcomes, Cincinnati, Ohio Student Services: Student Services Contract - Office of Research & Development, National Risk Management Research Laboratory, Environmental Technology Assessment, Verification and Outcomes, Cincinnati, Ohio Period of Performance TBD. Maximum number of hours: TBD Rate: TBDc Continued ...c				

12. DISCOUNT FOR PROMPT PAYMENT/	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS/	
				NUMBER/	PERCENTAGE/

OTE: Additional provisions and representations/ are are not attached

13. NAME AND ADDRESS OF QUOTER/			14. SIGNATURE OF PERSON AUTHORIZED TO/ SIGN QUOTATION/		15. DATE OF QUOTATION/
a. NAME OF QUOTER/			16. SIGNER/		b. TELEPHONE/
b. STREET ADDRESS/					
c. COUNTY/			a. NAME (Type or printly)		AREA CODE/
d. CITY/	e. STATE/	f. ZIP CODE/	c. TITLE (Type or printly)		NUMBER/

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED/
RFQ-OH-14-00065c

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2 c | 42 c

NAME OF OFFEROR OR CONTRACTOR/

ITEM NO./ (A) c	SUPPLIES/SERVICES/ (B) c	QUANTITY/ (C) c	UNIT/ (D) c	UNIT PRICE/ (E) c	AMOUNT/ (F) c
2	Option Period 1 Student Services Contract - Office of Research & Development, National Risk Management Research Laboratory, Environmental Technology Assessment, Verification and Outcomes, Cincinnati, Ohio Period of Performance TBD. Maximum number of hours: TBD Rate: TBDc (Option Line Item)c				
3	Option Period 2 Student Services Contract - Office of Research & Development, National Risk Management Research Laboratory, Environmental Technology Assessment, Verification and Outcomes, Cincinnati, Ohio Period of Performance TBD. Maximum number of hours: TBD Rate: TBDc (Option Line Item)c				

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SECTION 1 - Clauses**1-1 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL.
(JAN 2011)**

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

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

**1-2 FAR 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN
COMMERCIAL ITEMS) (JAN 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
 - (ii) 52.222-21, Prohibition of Segregated Facilities (FEB 1999) (E.O. 11246).
 - (iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 - (iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 - (v) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.244-6, Subcontracts for Commercial Items. (Aug. 11, 2009).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JUL 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(vii) 52.233-1, Disputes (JUL 2002).

(viii) 52.244-6, Subcontracts for Commercial Items (JUL 2013).

(ix) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)(Pub. L. 109-282)(31 U.S.C. 6101 note)(applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126). (applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Walsh-Healey Public Contracts Act (OCT 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Act of 1965 "(NOV 2007)" (41 U.S.C. 351, *et seq.*). (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be -

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xi) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xii) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not

be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

1-3 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within seven (7) days of the expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30)days (*60 days unless a different number of days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years or 36 months.(months)(years).

(End of clause)

1-4 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

1-5 FAR 52.232-3 PAYMENTS UNDER PERSONAL SERVICES CONTRACTS. (APR 1984)

1-6 FAR 52.232-25 PROMPT PAYMENT. (JUL 2013)

1-7 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

1-8 FAR 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)

1-9 FAR 52.249-12 TERMINATION (PERSONAL SERVICES). (APR 1984)

1-10 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994)

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

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

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

conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

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

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

(End of clause)

1-11 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JAN 2012)

Compliance with EPA Policies for Information Resources Management

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

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) Section 508 requirements. Contract deliverables are required to be compliant with Section 508 requirements. The Environmental Protection Agency policy for 508 compliance can be found on the Agency's Directive System identified in section (d) of this clause under policy number CIO 2130.0, Accessible Electronic and Information Technology. Additional information on Section

508 including EPA's 508 policy can be found at www.epa.gov/accessibility.

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

(End of clause)

**1-12 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION.
(APR 1984)**

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

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

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

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

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

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

(End of clause)

**1-13 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION.
(APR 1996)**

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

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

of the contract.

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

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

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

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

(End of clause)

1-14 EPAAR 1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

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

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

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

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

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

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

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

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as

authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

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

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

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

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

(2) The facts warrant an equitable adjustment.

(End of clause)

**1-15 EPAAR 1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT
CONFIDENTIAL BUSINESS INFORMATION. (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), 1200 Pennsylvania Ave., NW., 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.

(End of clause)

1-16 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

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

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

- (1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);
- (2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;
- (3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;
- (4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

1-17 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)

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

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

(End of clause)

1-18 LOCAL CLAUSES EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION (MAR 2013)

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.
(End of clause)

1-19 LOCAL CLAUSES EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES

(a)(1) The Environmental Protection Agency observes the following days as federal holidays. The term "Federal holidays" as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1	-	New Year's Day
January	-	Third Monday - Martin Luther King Day
February	-	Third Monday - Washington's Birthday
May	-	Last Monday - Memorial Day
July 4	-	Independence Day
September	-	First Monday - Labor Day
October	-	Second Monday - Columbus Day
November 11	-	Veterans Day
November	-	Fourth Thursday - Thanksgiving Day
December 25	-	Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
- (ii) Inclement weather;
- (iii) Failure of Congress to appropriate operational funds;
- (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
- (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the Contracting Officer to be excepted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative. In formulating instructions the Contracting Officer or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the contract price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price contract in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month contract price divided by 21 days per month.

(In this example, the 21-days-per-month figure was calculated as follows:

$365 \text{ calendar days/year} \div 10 \text{ Federal holidays} \div 104 \text{ Saturdays/Sundays} = 251 \text{ days/12 months}$

= 20.92 days/month, rounded up to 21 days/month)

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the Contracting Officer.

SECTION 2 - List of Attachments

Attachment Number	Attachment Title	Date	Number of Pages	Cross Reference Materials	Document Version
Announcement	Announcement	02/27/2014	5		BASE
1	Statement of Work	02/27/2014	3		BASE
2	Agency Security Requirements	02/27/2014	4	HSPD 12	BASE
3	Additional Terms and Condition	02/27/2014	6		BASE
4	How to register in: D&B, www.S	02/27/2014	7		BASE
Acknowledgement Form	Acknowledgement Form	02/27/2014	3		BASE

SECTION 3 - Provisions**3-1 EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION. (APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR subpart 9.5 and EPAAR part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

(End of provision)

3-2 EPAAR 1552.235-73 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996). (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

(End of provision)

3-3 EPAAR 1552.235-75 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996). (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

(End of provision)

3-4 LOCAL CLAUSES EPA-L-15-102 TECHNICAL QUESTIONS -- ALTERNATE I (MAR 2013)

Notwithstanding any other provision or clause in this solicitation to the contrary, offerors must submit all technical questions concerning this solicitation electronically through FedConnect®. In order to submit questions offerors must register in FedConnect® at www.fedconnect.net, see the main page of the FedConnect® website for registration instructions. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net. Only those technical questions posted through FedConnect® will be accepted. EPA must receive technical questions no later than 10 calendar days after the issuance date of this solicitation. EPA will utilize FedConnect® to issue amendments to the solicitation in order to answer questions which may affect proposal submittals. EPA will not reference the source of the questions.

(End of provision)

3-5 LOCAL CLAUSES EPA-L-15-104 ELECTRONIC SUBMISSION OF PROPOSALS/BIDS/OFFERS/QUOTES (MAR 2013)

Notwithstanding any other provision or clause in this solicitation to the contrary, electronic submission of proposals, bids, offers or quotes is required and shall only be accepted through the FedConnect® web portal. In order to submit proposals, bids, offers or quotes, offerors/bidders must register in FedConnect® at www.fedconnect.net, see main page of FedConnect® website for registration instructions. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

(End of provision)

Statement of Work
United States Environmental Protection Agency
National Risk Management Research Laboratory
Office of Research and Development

Position Title: Communication Assistant

1. Project Description

The Environmental Technology Assessment, Verification, and Outcomes (ETAV) Staff, in the National Risk Management Research Laboratory (NRMRL), reviews, promotes and coordinate/performs state-of-the-science critical reviews of environmental technology for NRMRL. ETAV is also involved in the stakeholder engagement for the Water Technology Innovation Cluster (WTIC) as well as other technology transfer related programs. ETAV in coordination with other EPA offices/divisions provides technical assistance and expertise to the WTIC. ETAV in collaboration with Federal Technology Transfer Act (FTTA) also seeks to transfer federal technologies into the marketplace and collaborate on environmental research and development projects with industry, academia, trade associations, and state/local agencies. ETAV is also coordinating with the Director of the Environmental Technology Innovation Cluster Development and Support Program to transfer some of the best practices learned from the development of the regional water cluster.

2. Description of Student Services

The Student contractor's work requires the development, analysis, and selection of appropriate presented information in a form level suitable for intended audience. The student shall manage and/or assist in the development and presentation of technical information as well as evaluate the effectiveness of different communication strategies for the technology cluster and other ongoing communication needs of the EPA. Other duties may include analyzing trends in environmental technology such as EPA initiatives and policies that may affect environmental technology development while determining the best way to communicate this information to target audiences. The Student will manage stakeholder contact information; Help organize and host cluster-related technical/scientific workshops/meetings; Draft responses to cluster-related technical and scientific inquiries; Track and develop communication on cluster-related economic and environmental outcomes; Track, update, maintain water cluster website information and databases.

Obtaining this information involves communicating and engaging with environmental technology stakeholders, vendors, EPA scientists/project officers. The student shall discuss with different groups the outcomes of innovative technologies that address pollution prevention or remediation. Students must show the development of this information will involve synthesis and dissemination of scientific information in the form of electronic word files, spreadsheets, photographs, ascii text files, and others provided by EPA/ETAV staff. Students will develop communication materials and reports through the use of software such as Word, Photoshop,

Excel, PowerPoint, EndNote, Adobe Acrobat, and any other appropriate software. Student may coordinate with the EPA graphic support to develop some of these documents. Most of the tasks will be accomplished thru collaboration and interaction with the EPA/ETAV/NRMRL Technical Communications, the Director of the Environmental Technology Innovation Cluster Development and Support Program, other EPA staffs (scientists and administrative people).

3. Required Expertise/Skills

The student shall have graduated with a BA/BS, or Master's degree within the last two (2) years (Undergraduate students may apply provided that they graduate by June 2014). The student is preferred to have majored in Communications, Technical and Scientific Writing, Journalism or a related field in Communications. It is recommended that the student have a general interest in environmental science and technology and experience in developing communication materials related to this field, as this will be the subject matter of much of the program support to be provided. The student must have knowledge of publishing concepts, practices, standards, and technologies for the media use. Student must possess the ability to do work independently, have good writing skills, communicate professionally, and must have organizational skills. The Student must have experience with computers, and common software packages such as; Word, PowerPoint, and Excel, Adobe PDF Creator/Reader and be familiar with working with databases, web social media tools including InDesign and PhotoShop even though this is ideal, but not a requirement.

4. Required Background Investigation and Suitability Determination:

Student contractors awarded a contract will have to undergo a background investigation, a check of FBI fingerprint files, and a suitability determination by the Environmental Protection Agency. Upon receipt of the contract award, go immediately to link <http://cdx.epa.gov> and register with the Central Data Exchange (CDX) and complete the iBoard application. **Notify the Contracting Officer's Representative (COR) as soon as this process is completed.** The student contractor must review and complete the requirements before beginning work on-site at the EPA. If a background check reveals information to indicate the student contractor represents a risk to the interests of EPA and the national security, the contract may be terminated.

5. Description of Working Conditions

The work will be carried out in an office environment at a computer. A computer and the relevant software will be made available to the student for use on this project.

6. Travel:

The student contractor will be responsible for all costs of transportation to and from the EPA. U.S. EPA will not provide housing, meals or other living expenses. Travel associated with job performance will be reimbursed in accordance with the terms in the awarded purchase order. Properly licensed student contractors may be permitted to drive Government Vehicles, if required to do so by the statement of work.

7. Duration and Compensation:

The rate of compensation for this contract will range from \$22.22 to \$29.85 per hour, depending on level of education and experience. This includes the cost of self-employment taxes for social security and Medicare for a maximum of 1928 hours annually. The student contractor will be paid the basic hourly rate only for the number of hours worked and will not receive overtime premium for any hours worked beyond the 40-hour week. The student contractor will not accrue leave or holiday benefits and will not be paid for any days that they do not work, regardless of the reason.

It is envisioned that this position will require 40 hours/week. A schedule shall be coordinated with the Contracting Officer's Representative or Mentor. Work is expected to begin in May 2014, and have a one (1) year period. Two (2) additional one (1) year optional periods may be exercised, depending on performance and need. The total duration of the order, including base and any option periods and other extension shall not exceed thirty six months or three years. The student contractor will be paid by the hour for a maximum of 1928 hours annually. The total value of the order (base and all option periods) shall not exceed \$150,000.00.

8. Taxes:

The student is responsible for paying all Federal, State or local income taxes required as a result of income received under this order.

9. Principle duty station:

U.S. Environmental Protection Agency
26 W. Martin Luther Drive
Cincinnati, OH 45220

The student may enter the building only during business hours or when a project member is present.

The Mentor is responsible for ensuring that the contractor is in compliance with all EPA policies and procedures.

Contact: Julius Enriquez, Enriquez.Julius@epa.gov

Alternate Contact: Abby Waits, Waits.abby@epa.gov

Attachment 2: Agency Security Requirements for Contractor Personnel

To safeguard the EPA workforce and comply with Homeland Security Presidential Directive 12 (HSPD-12), Executive Order (E.O.) 13467, E.O. 13488 and Office of Personnel Management (OPM) regulations, the EPA requires the following:

- **For Unescorted Access for 6 Months or Less**
Contractor employees needing unescorted physical access to a controlled EPA facility¹ for 6 months or less must be determined by the EPA to be fit before being issued a physical access badge. A fitness determination is, per E.O. 13488: “A decision by an agency that an individual has or does not have the required level of character and conduct necessary to perform work for or on behalf of a federal agency as...a contractor employee. A favorable fitness determination is not a decision to...contract with an individual.” Contractor employees must undergo, at a minimum, an FBI fingerprint check of law enforcement and investigative indices (see Section 2).
- **For Unescorted Access for More than 6 Months**
Contractor employees needing unescorted access to a controlled EPA facility for more than 6 months are required to have an HSPD-12 smart card, called an EPASS badge. Eligible contractor employees must have a completed or initiated background investigation at the National Agency Check and Inquiries (NACI) level or above, comply with all other investigative and HSPD-12-related requirements, and be determined by the EPA to be fit (see Section 3).

To ensure timely contract performance, the contractor must be prepared to immediately submit upon contract award the contractor employee information detailed in Section 1.c. This applies also to incumbent contractors’ employees for follow-on acquisitions. All contractor employees under a new contract are subject to the requirements in Sections 2 or 3; however, the time needed to meet security requirements may be shorter for personnel who already have a favorable fitness determination.

Contractor employees may begin work on the contract start date provided all applicable documentation in Sections 1, 2, and 3 has been received by the EPA and there is no derogatory information to preclude a favorable determination. Timely submission of contractor employees’ security forms and other required documentation is essential.

A favorable determination may be revoked at any time should the EPA discover derogatory information that deems a contractor employee unfit. Contractor employees deemed unfit will not be allowed to continue under the contract, and the contractor will be responsible for providing replacements acceptable to the EPA.

The EPA may make a determination of a contractor employee’s fitness at any of the following points:

- When the EPA prescreens the individual’s security forms. “Red flag” issues include:

¹ A controlled facility is an area to which security controls have been applied to protect agency assets. Entry to the controlled area is restricted to personnel with a need for access.

- Having been fired from a previous job or having left under unfavorable circumstances within the past 5 years (or longer, depending on the security form questions and type of investigation);
 - Failure to register with the Selective Service System (applies to male applicants born after December 31, 1959);
 - Within the past 5 years (or longer, depending on the security form questions and type of investigation), any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law;
 - Illegal drug use within the previous year, or drug manufacture or other involvement for profit within the past 5 years (or longer, depending on the security form questions and type of investigation).
- When FBI fingerprint results are returned to the EPA;
 - When OPM returns the individual's investigative results to the EPA;
 - When the EPA becomes aware that the contractor employee may not be fit to perform work for or on behalf of a federal agency. The contractor is responsible for monitoring its employees' fitness to work and notifying the EPA immediately of any contractor employee arrests or illegal drug use.

1) Initial Contractor Requirements

This section contains the contractor's initial security requirements, which must be met before contractor employees can perform work **on-site** at EPA under this contract.

- a) The contractor must identify a point of contact (POC) and alternate POC to facilitate security processes.
- b) The contractor must ensure that all foreign nationals who will work under this contract have a valid U.S. Immigrant Visa or nonimmigrant Work Authorization Visa. The contractor must use E-Verify to verify employment eligibility as required by the FAR.
- c) The EPA requires contractor employee information for the investigative and EPASS processes. Immediately upon contract award or anytime new personnel are brought onboard, the contractor POC must log on to a secure, EPA-identified portal, create an account, and submit complete contractor employee information: Full name (as found on employment records and driver's license), Social Security number, date of birth, place of birth (city, state, country), citizenship, employee email address, EPA Program Office or Regional Office, and EPA work city and state. Note: Incomplete names, inaccurate names, and nicknames are unacceptable and may delay contractor employees' start date. Instructions and the portal link will be provided upon contract award.
- d) EPA will provide the login information for the portal. After submission of the contractor employees' data, the Contracting Officer's Representative (COR) will notify the contractor POC if additional information or corrections are required. The COR's approval of the information triggers the investigative and EPASS processes.

2) Requirements for Contractor Employees Needing Unescorted Access for 6 Months or Less

This section contains the requirements for contractor employees who are not eligible for an EPASS badge but who need unescorted physical access. The minimum security requirement is an FBI fingerprint check.

- a) Before the contractor employee can begin work on-site at the EPA:
 - i) He/she must be fingerprinted by the EPA; arrangements will be made by the COR.
 - ii) The contractor employee must satisfactorily respond to all questions/information requests arising from the EPA's review of the fingerprint results.
 - iii) The EPA must determine that the fingerprint results are favorable.

Once all requirements in Section 2(a) are met, contractor employees will be issued a physical access badge and may work on-site at EPA. Contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4.b).

3) Requirements for Contractor Employees Needing Unescorted Access for more than 6 Months

This section contains the requirements for contractor employees who are eligible for an EPASS badge and who must have, at a minimum, a NACI background investigation completed or initiated. Contractor employees needing access to sensitive information or otherwise occupying moderate or high-risk positions must undergo an investigation above the NACI level. The EPA will assign a position risk level to each position on the contract and identify which contractor employees are EPASS-eligible.

- a) EPASS-eligible contractor employees must undergo a background investigation appropriate to the risk level of the position occupied, as specified by the EPA; the minimum acceptable investigation is a NACI.
- b) Employees who have previously undergone a federal background investigation at the required level and who have worked for or on behalf of the federal government without a break in service since the investigation was completed may not need a new investigation. The EPA will verify the investigative information and notify the contractor employee and COR if a new investigation is required. If an investigation is not needed, the contractor employee must still be fingerprinted by the EPA for an FBI fingerprint check and have favorable fingerprint results returned before beginning work on-site at EPA.
- c) Before beginning work on-site at the EPA, contractor employees who require a new background investigation must:
 - i) Complete and submit the appropriate OPM security questionnaire specified by the EPA via OPM's e-QIP system. Access to e-QIP will be provided by the EPA; the questionnaires are viewable at www.opm.gov/forms. Foreign national contractor employees must, on the security questionnaire, provide their alien registration number or the number, type, and issuance location of the visa used for entry to the United States.
 - ii) For a NACI only, also complete the OF 306, Declaration for Federal Employment, as required by OPM for any NACI and available at

http://www.opm.gov/forms/pdf_fill/of0306.pdf. Contractor employees must answer questions 1-17 and sign the form on the “Applicant” line.

- iii) Follow all instructions on the form(s), answer all questions fully, and submit signature pages as directed by the EPA.
 - iv) Be fingerprinted by the EPA; arrangements for fingerprinting will be made by the COR.
 - v) Satisfactorily respond to all questions/information requests arising from the EPA’s review of the forms or fingerprint results.
 - vi) Receive favorable fingerprint results.
- d) Once all requirements in Section 3(c) are met, contractor employees may work on-site at EPA while OPM conducts the background investigation.
- e) At a time and location specified by the EPA, contractor employees must report in person for EPASS identity (ID) proofing and show two unexpired forms of identification from the lists on Department of Homeland Security Form I-9. At least one of the documents must be a valid, unexpired state or federal government-issued photo ID; non-U.S. citizens must show at least one ID from Column A on Form I-9.
- f) Before being issued an EPASS badge, contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4.b). Contractor employees must meet all EPASS badge life-cycle requirements.
- g) A contractor employee has the right to appeal, in writing through the contractor POC to the COR, the denial or revocation of an EPASS badge. If the COR believes the appeal is justified, he/she will forward it to the Security Management Division (SMD). SMD’s decision on behalf of the EPA will be final.

4) Ongoing Contractor Security Responsibilities

- a) The contractor POC must immediately provide updated information via the secure portal when new contractor employees are added to the contract. These contractor employees must meet all initial investigative requirements before beginning work on-site at EPA. The contractor POC must also update information via the secure portal whenever a contractor employee leaves the contract.
- b) The contractor POC must ensure that all EPA physical access and EPASS badges are returned to the COR as soon as any of the following occurs, unless otherwise determined by the Agency: (i) when the badge is no longer needed for contract performance; (ii) upon completion of a contractor employee’s employment; (iii) upon contract completion or termination.
- c) These EPA security requirements must be incorporated into all resulting subcontracts wherein contractor personnel working under the subcontract require EPA physical access.

Attachment 3: Terms and Conditions of the Order

1. Acknowledgement of Special Terms

The signed acknowledgement of special terms is hereby incorporated into this order. No work may be performed under this order unless and until the student or recent graduate has signed the acknowledgment form.

2. Electronic Funds Transfer (EFT)

Students or recent graduates must have a checking or savings account at a financial institution that will accept direct deposit of Federal funds for EFT.

3. Registration for Dun & Bradstreet (D&B), System for Award Management, and FedConnect®

In order to submit a quotation via FedConnect® and perform work under the Student Services Contract to EPA, students or recent graduates must have a checking or savings account at a financial institution that will accept direct deposits of Federal funds for Electronic Funds Transfer (EFT), **must register with Dun and Bradstreet (D&B) to obtain a DUNS number, register with the System for Award Management (SAM), and register with FedConnect®.**

- To register with D&B and obtain a DUNS number, call D&B at 1-866-705-5711 or contact D&B at <http://www.dnb.com/update>.
- To register for SAM go to the SAM website found at <https://www.sam.gov>.
- To register for FedConnect® go to the FedConnect® website found at <https://www.fedconnect.net/>.
 - Please note that FedConnect® is used by multiple federal agencies and therefore assistance with FedConnect® will be provided by Compusearch Software Systems, not the EPA. More information about registration requirements can be found by going to https://www.fedconnect.net/FedConnect/PublicPages/FedConnect_Ready_Set_Go.pdf and downloading the *FedConnect Ready, Set, Go! Guide*. If you need technical assistance in registering or for any other FedConnect® function, call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net. There is no charge to register for a DUNS at D&B, SAM, or FedConnect®.

4. Background Check and Suitability Determinations

Students or recent graduates who perform under contract to EPA are required to undergo background checks and checks for FBI fingerprint files and suitability determinations by EPA.

Where applicable, the students or recent graduates must return the completed forms to the Contracting Officer/Contract Specialist at least 14 business days prior to reporting for work. If there are not 14 business days available, the student or recent graduate will provide the completed forms to the Contracting Officer's Representative when he/she reports for his/her first day of work. If a background check reveals information that the student or recent graduate represents a risk to the interests of EPA, the Contracting Officer will immediately terminate the award.

5. Billable Hours

Hours shown in this order are estimates only. EPA will pay students or recent graduates only for the number of hours actually worked. Students or recent graduates may bill their time and be compensated in increments of a quarter of an hour. If the student or recent graduate works eight minutes or more, the total will be rounded up and seven minutes or less the total will be rounded down (on a daily basis).

As self-employed contractors, students or recent graduates do not accrue leave or holiday benefits. EPA will not pay for any non-worked hours, regardless of the reason the Agency/building is closed. This includes scheduled Government holidays, unscheduled holidays, or any other unscheduled closure (e.g., inclement weather, furloughs, security reasons.) When the Government decides to close the building after the student or recent graduate has reported to work, the Government will pay only for the hours worked before closure.

As self-employed contractors, they are paid the hourly rate specified in the contract for any hours worked beyond the 40 hour week, with no overtime premium.

6. Overtime and Withholdings

Students or recent graduates performing under these contracts are considered self-employed contractors, and are, therefore, exempt from the Fair Labor Standards Act and the Service Contract Act. As contractors, Federal, state or local income taxes or Social Security (FICA) payments will not be deducted from payments.

The rate of pay is set forth in the contract based on the level of education needed to perform the requirements in the SOW. Students or recent graduates who have more years of education than required, or who attain a degree while work is underway do not move to a higher level of pay than required by the SOW.

Students or recent graduates, who are not employed by any other employer, whose net earnings are \$400 or more, must pay self-employment taxes to pay into the Social Security and Medicare trust funds. They may also be liable for income taxes dependent on their total earnings. Since there is no withholding on their income, they may need to make quarterly estimated tax payments.

7. Invoicing and Payments

All payments will be made through electronic funds transfer (EFT). The student or recent graduate shall submit the original copy of invoices for payment to the EPA finance center (FC) designated in the award, with copies to the CO, COR, and mentor. The student or recent graduate may submit invoices bi-weekly.

To be considered a complete and proper invoice, the invoice must include the following information:

1. Contractor name
2. Invoice Date
3. Award number
4. Billing period (dates covered by the invoice)

- 5. Daily record of hours worked
- 6. Total number of hours worked during the billing period

EPA-FMC will forward complete and proper invoices to the COR for review and acceptance. Once the COR has accepted the services by approving the invoice, EPA-FMC will endeavor to pay all invoices for these services within two weeks after receipt of a proper invoice. However, EPA is not obligated to make payment before the 30th day, as provided in the Prompt Payment clause. Students or recent graduates who submit timely invoices and do not receive payment within the 30 days stipulated in the Prompt Payment Act are entitled to interest payments as prescribed in the clause. A sample invoice is attached for use. It may be reproduced.

8. Principal Duty Station

Work will be performed at: U.S. EPA Andrew W. Breidenbach Environmental Research Center, Cincinnati, OH. The student or recent graduate may enter the building only during business hours or when a project member is present.

9. Compensation

The rate of compensation for this work is commensurate with the level of education and experience required to perform this work. The rate of compensation for this position is as follows:

<u>Level of Education</u>	<u>Rate</u>
Bachelor’s Degree (BA/BS) Obtained	\$22.22
BA/BS + 1 year of Graduate School Completed	\$27.12
Master’s Degree (MA/MS) Obtained	\$29.85

Students or recent graduates may bill their time and be compensated in increments of a quarter of an hour. If the student or recent graduate works eight minutes or more, the total will be rounded up and seven minutes or less the total will be rounded down (on a daily basis).

The student or recent graduate is responsible for all costs of transportation to and from the principal duty station. The Government does not provide housing, meals or other living expenses while the student or recent graduate is working at the principal duty station. Travel away from the duty station is not expected.

10. Termination

FAR clause 5.249-12, Termination (Personal Services) (APR 1984) is incorporated into this order by reference and applies in place of the termination language at 52.213-4(f) and (g). The Government may terminate this order for cause in the event students or recent graduates fail to comply with any terms and conditions, including those listed in the Acknowledgment of Special Terms, repeatedly fail to report on scheduled work days, or otherwise fail to perform services under this order.

Additionally, false statements on resumes are grounds for termination as well as results of background checks that reveal information that the student represents a risk to the interests of EPA. If the order is terminated for cause, students or recent graduates are paid only for hours worked to the point of

termination and will not receive the 15 days notice described in clause 52.249-12, Termination (Personal Services)”).

11. Overnight Travel

If performance of the order requires overnight travel, the student or recent graduate will travel under the rules and procedures established for Federal employee travel (chapters 57 and 81 of title 5, United States Code.) The COR is responsible for issuing invitational travel orders.

12. Extensions to the Term of the Order

If the award contains a line item for an option period to renew or extend the order and the price of the order is based on the pricing table for students and recent graduates, the Contracting Officer and the student or recent graduate may agree to extend the period of performance by bilateral modification to the award. The hourly rate will be adjusted to the applicable rate from the most current pricing table for students or recent graduates at the time of exercising the option. However, the Government is under no obligation to exercise an option. The hourly rate will not be adjusted to a different grade level for the option period. The total duration of this order, including base and any options and other extensions, shall not exceed 36 months or three years or \$150,000.

13. Contracting Officers Representatives and Mentors

- a. Contracting Officer’s Representative – the Contracting Officer’s Representative is the primary representative of the Contracting Officer. The Contracting Officer’s Representative may be either an EPA employee or, as appropriate, another Federal Agency employee, appointed by the Contracting Officer, who possesses the necessary knowledge, skills, and abilities to perform pre-award and/or post-award functions. The Contracting Officer’s Representative is responsible for technical direction which changes or modifies the scope of work, or alters the period of performance of the contract. The Contracting Officer’s Representative may also serve as a mentor.
- b. Mentor – the mentor is a Government scientist who provides the day-to-day direction, coaches, advises, counsels, provides guidance and support to the student or recent graduate in their work. Mentors review the student’s or recent graduate’s work and provide input to the Contracting Officer’s Representatives on the quality and quantity of this work. Mentors do not perform acquisition functions, such as approval of invoices.

14. Technical Direction by the Contracting Officer’s Representative or Mentor

The performance required by this order shall be subject to the technical direction of the Contracting Officer’s Representative or Mentor as identified below. As used here, the term “technical direction” is defined as direction to the student or recent graduate that fills in details, suggest possible lines of approach, or otherwise supplements the scope of the work set forth and shall not constitute a new assignment, and does not supersede or modify any article or clause of this order.

The Contracting Officer's Representative/Mentor is not authorized to perform, formally or informally, any of the following actions:

- a. Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that
- b. Waive or agree to modification of the delivery schedule:
- c. Make any final decision on any contract matter subject to the Disputes Clause;
- d. Terminate, for any reason, the student's or recent graduate's right to proceed;
- e. Obligate in any way, the payment of money by the Government. Only a warranted, Contracting Officer is authorized to obligate funds on this or any other contract action.

The student or recent graduate shall immediately notify the Contracting Officer in writing if the Contracting Officer's Representative or Mentor has taken any action (or fails to take action) or issues direction (written or oral) that the student or recent graduate considers to exceed the above limitations.

The Contracting Officer's Representative and Mentor for this order is:

Name: Julius Enriquez
 Telephone: 513-569-7285
 Mailing Address: US Environmental Protection Agency
 26 West Martin Luther King Drive
 Mail Code: 207
 Cincinnati, Ohio 45268

E-mail: enriquez.julius@epa.gov

Only the Contracting Officer may designate a new Contracting Officer's Representative.

15. Vaccinations and Immunizations/Medical Monitoring/Health and Safety Training

A. Vaccinations and Immunizations

- i. Before beginning certain types of work, the student or recent graduate may be offered non-mandatory vaccinations, immunizations, or treatments as specified in the Statement of Work. The purpose of these vaccinations, immunizations, or treatments is to safeguard the health of those whose work may expose them to health or safety risks in the environment.
 - a. EPA will bear all costs for the administrations of the offered vaccinations, immunizations, or treatments provided that the student or recent graduate receives such treatment at the time and location designated by the Contracting Officer's Representative.
 - b. Student or recent graduates electing to receive vaccinations, immunizations, or treatments from sources other than those designated by the Contracting Officer's Representative will not be reimbursed for any costs associated with such treatment.
- ii. Students or recent graduates that elect not to receive vaccinations, immunizations, or treatments from either the Government or private source will be required to sign a form letter acknowledging that they have declined the offered treatment. A student or recent graduate who declines the vaccinations, immunizations will not be covered by the Government for costs of or treating illnesses that could have been avoided by taking the recommended immunization therapy, unless the student or recent graduate provides

written documentation from a physician certifying to the student's or recent graduate's intolerance of the immunization drugs.

- iii. Students or recent graduates who have already received vaccinations, immunizations, or treatments suggested by the Statement of Work may provide copies of shot records or other evidence acceptable to the Contracting Officer's Representative in lieu of receiving a new round of treatment or signing the declination letter. The contracting Officer's Representative will retain copies of such evidence in the files related to the student's or recent graduate's work.

B. Medical Monitoring

- i. Students or recent graduates whose contract requires work with or around hazardous substances, may be offered medical examinations to identify any adverse health effects related to exposure. These examinations, when offered, will be paid for by the Government.
- ii. These medical examinations have been constructed in order to answer specific questions about exposure risk and health in the work place. These examinations are not meant to be "wellness" examinations. Participation in these examinations should not be construed as an adequate substitute for periodic examinations by the students' or recent graduates' personal physicians. The types of evaluations that may be performed are baseline, periodic, and exit.
 - c. Baseline evaluations are done to characterize the state of health of the individual prior to commencing work in a new assignment. It may be conducted in order to assess the individual's health status in relation to the special demands of the proposed job assignment.
 - d. Periodic evaluations are performed to identify and measure any adverse effects from occupational activities, and to control risks from occupational exposures.
 - e. Exit evaluations are conducted when an individual terminates a given position that requires medical surveillance. This examination is performed to document the health status of the individual of an individual at the end of work in a particular position.

C. Health and Safety Training

Students or recent graduates, will be expected to participate in health and safety training, at the Government's expense, to make them aware of safety programs and policies at EPA. These include initial safety, health, and environmental management training, laboratory health and safety training, and field activity training. It also includes general safety, personal protective equipment, physical hazards and chemical hazards training. This training is required under Federal, OSHA, EPA, DOT, and NRC regulations.

**Attachment 4: How to register in:
D&B, www.SAM.gov, and www.FedConnect.net**

I. REGISTER IN DUNN & BRADSTREET (D&B)

1. Go to the website: <http://fedgov.dnb.com/webform>, click on the link to request a DUNS number via the web.
2. Note you will have to register to use iUpdate and search for your company. If you do not have a DUNS number, you will perform a search and then select “Request a D-U-N-S Number” at the bottom of the screen.
3. You will be registering as a sole proprietorship. Your company name should be your full name (ie. John Q. Smith). Your company address should be your home address. Add yourself as the Executive Principal.
4. Add the **SIC code 89990600**. Please note that the SIC code is an outdated code that is no longer supported by the Federal Government. The code above was chosen in order to match the correct NAICS Code which is the new system supported by the Federal Government.
5. After you confirm your information is correct, choose Government Contractor as the reason for needing a DUNS number.
6. Submit your request for a DUNS number.
7. In a day or two, you should receive an email containing your DUNS Number.

II. OBTAIN YOUR BANKING INFORMATION

Contact your bank and request the following information so that you can receive government payments electronically:

- Bank Name
- Bank Address
- ACH Coordinator Name
- Nine-Digit Routing Transit Number
- Depositor Account Title (your name)
- Depositor Account Number.
- Type of Account (checking or saving)
- Email or phone number of the Automated Clearing House (ACH) department of your bank.

III. REGISTER IN SYSTEM FOR AWARD MANAGEMENT (SAM)**1. Create an account in SAM**

- a. After receiving your DUNS number, go to www.sam.gov.
- b. Select “Create an Account” under the “Register with SAM” column in the middle of the page.
- c. Under “choose Account Type”, choose “Individual Account Details” and click on the “Create an Account” at the bottom of the page.
- d. Fill out the “Personal Information” on the next page and Click “Next” to create your login and password.

**Attachment 4: How to register in:
D&B, www.SAM.gov, and www.FedConnect.net**

- e. Once this is completed, an email will be sent to the email address you added in the personal information.
- f. Go to your email account and click on the link sent by SAM and log into your SAM account to activate it. Click on the “Done” button. Next, accept the terms and conditions by clicking on the “Accept” button at the bottom of the Page.

2. Register your sole proprietorship in SAM

- a. Choose “Register New Entity” under “Manage Entity” on your “My SAM Page”.
- b. Select “Business or Organization” as your type of entity.
- c. Select “yes”, you want to bid on contracts.
- d. “Yes” will automatically be filled in for the question, “Do you want to be eligible for grants and other federal assistance?”
- e. “Not Applicable” will be automatically filled in for the question, “Do you want to perform Intragovernmental Transactions (IGT)?”
- f. Confirm your data entry and click on the “Next” button.
- g. The next screen should show that your “Purpose of Registration” is All Awards.
- h. Click on the “Next” button.

3. Entering Core Data--Entering and Verifying DUNS Information

- a. Type in your DUNS Number in the DUNS Number field.
- b. Enter your D&B Legal Business Name (this is the name that you registered for yourself when you applied for your DUNS Number—ie. John Q. Smith)
- c. Enter your address in the DUNS Address Fields. This should be your home address. It must match the address you supplied for your sole proprietorship.
- d. Click “Next” at the bottom of the screen. This sends your DUNS information to D&B for validation.
- e. Upon successful validation from D&B, you can continue.
- f. Once the information you provided has been verified by D&B, you will receive a “side-by-side” screen showing the details you entered compared to the details returned by D&B. If the data is correct, click “Save and Continue”
- g. If the data is incorrect, visit D&B website <http://fedgov.dnb.com/webform> and make necessary changes.
- h. If you have received confirmation from D&B that your requested updates were completed over 24 hours ago, and that information is not yet displayed under “Details returned from D&B”, click the “Refresh D&B Data” button found on the “Verify DUNS Information” page.
- i. Review and verify your DUNS information.
- j. Click “Save and Continue.”

**Attachment 4: How to register in:
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4. Entering Core Data—Business Information Part 1

- a. Enter your business start date—use the date you registered in DUNS
- b. Enter the date on which your company’s fiscal year ends—use 12/31
- c. Skip Company Division Name, Number and URL fields.
- d. The congressional district will be pre-filled for you by the system based on your zip code.
- e. Create your **MPIN**. This is an important ID number that you create which will be your password in other databases. **You will need to be able to remember this ID**. The MPIN must contain nine characters; at least one letter and one number character each. It should not contain spaces or special characters. You may change it at anytime.
- f. Your physical address is pre-filled from the D&B address associated with your DUNS. Your physical address is your home address.
- g. Enter your business’ mailing address or click “Copy Physical Address” if your mailing address is the same as your home address.
- h. Enter the Tax Identification Number (TIN) for your business. Generally, this is your Social Security Number for a sole proprietorship.
- i. Click “Save and Continue.”

5. Entering Core Data—Business Information Part 2

- a. a.IRS Consent Form—This consent screen allows SAM to validate your TIN with the Internal Revenue Service (IRS). This is a requirement before your registration can be activated.
- b. Enter your Taxpayer Name. This may not be the same name as your D&B Legal Name. To find your Taxpayer Name, review your tax statements from the IRS (such as 1099 or W-2 forms). For individuals, it is usually your whole name—John Q. Smith. Please note: if you do not enter your name correctly, activation of your account may be delayed.
- c. In the Taxpayer Address field, enter the address that the IRS has on file for you look at your 1099 or W-2. You may click the “Copy Mailing Address” or “Copy Physical Address” buttons to use an address you entered earlier.
- d. The “Type of Tax” filed will be pre-filled as Applicable Federal Tax.
- e. Enter the most recent year you have filed taxes in the “Tax Year” field.
- f. Enter your first and last name in the “Name of Individual Executing Consent”.
- g. Enter “CEO” in the “Title of the Individual Executing Consent” field.
- h. Enter your **MPIN** number in the signature field.
- i. The date will be pre-filled by the system.
- j. Click “Save and Continue”.

6. CAGE and NCAGE Codes

- a. The next screen asks if you have a CAGE (Commercial and Government Entity) Code. Select “No” from the drop down list and click on “Save and Continue”.

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- b. On the next screen, select “No” from the drop down list in response to the question, “Does your entity already have a NCAGE (NATO Commercial and Government Entity) Code?” Only foreign entities are required to have an NCAGE code. Even if you are a foreign born student, you do not need an NCAGE Code. Click on “Save and Continue”.

7. General Information for Business or Organization

- a. Skip the Country of Incorporation, State of Incorporation, Company Security Level and Highest Security Level Questions.
- b. Skip the questions, “Does your entity qualify as one of the following? (ie Community Development Corporation, Domestic Shelter, etc)”, “Is your business certified as a DOT Disadvantaged Business Enterprise?” and the question concerning Federally Recognized Native American Entity types.
- c. Choose “Not Applicable” as an answer to “Is your business/organization one of the following: Foreign Owned and Located, Small Agricultural Cooperative, etc.
- d. Choose “For-Profit Organization” as the form of your Business or Organization as defined by the IRS.
- e. Choose any of the “Socio-Economic Categories Pick List” if they apply to you.
- f. Click on “Save and Continue”.

- 8. U.S. Federal, U.S. State, U.S. Local, Tribal or Foreign Government Entity:** This section should not apply to you. It may not even show up based on your registration.

9. Financial Information

- a. Click “No” on whether you are willing to accept credit cards as a method of payment.
- b. The Delinquent Federal Debt (DFD) field will be blank unless the Department of Treasury indicates you have DFD.
- c. Enter your EFT information. The name of your financial institution will be filled in automatically once you have entered a valid American Bankers Association (ABA) routing number.
- d. Provide information about the Automated Clearing House (ACH) department of your bank. You need to enter either the Phone Number or Email of the ACH department.
- e. Enter your remittance information. This information will be used to mail you a paper check in the event that an EFT transfer does not work. **Enter your home mailing address in this field.**

10. Executive Compensation

- a. Answer no to the executive compensation question.
- b. Click on “Save and Continue”.

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11. Proceedings

- a. Answer “no” to the question concerning FAR 52.209-7 and 52.209-8 unless you have received Federal Contracts with a value greater than \$500,000.
- b. Select your answer from the drop down box for the next two questions .
- c. Click on “Save and Continue”.

12. Information Opt-Out: Please select the option to allow the public to search and view your record. NOTE: Your banking information is treated as sensitive data and will not be displayed to the public regardless of your selection.

13. Entering Assertions

- a. Add your NAICS-North American Industry Classification System Code (**541990**) into the search field and press “search”. Click on the “Add” Button on the bottom of the screen. Then click on “Save and Continue.”
- b. Add your PSC -Product Service Code (**R497**) into the PSC search field and press “Search”. Click on the “Add” Button at the bottom of the screen. Then click on “Save and Continue”.
- c. Enter in your World Wide “Total Receipts” as a sole proprietor. This is the average receipts over the last three completed fiscal years working for as a sole proprietor. **It could be zero.**
- d. Enter your “Average Number of Employees”—1.
- e. Skip the Location and Industry Specific Size Metrics. Click on “Save and Continue”

14. Electronic Data Interchange (EDI)

- a. Select “No” to the first question on the EDI screen, “Do you wish to enter EDI Information for your non-government entity?”
- b. Click on “Save and Continue.”

15. Disaster Relief

- a. Choose “No” to the question, “Do you wish to enter Disaster Relief Data for your entity.
- b. Click on “Save and Continue”.

16. Entering Representations and Certifications

- a. Question 1 asks you to identify the person(s) responsible for determining prices offered in bids/proposals. Click on “Add New Person” and Enter your Name and CEO in the “Name” and “Title” fields. Click on Save.
- b. Answer “No” to question 2-as the question is not applicable to student services.
- c. No action is required for Question 3.
- d. Answer “No” to question 4-as the question is not applicable to student services.

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- e. Click on “Save and Continue”.
- f. Follow instructions as they relate to you on question 5.
- g. Answer “no” to question 6.
- h. Answer “no” to question 7 if you are not currently debarred, suspended, proposed for debarment, declared ineligible for the award of contracts by any federal agency.
- i. Read questions 8, 9, and 10 and answer “yes” or “no” as appropriate.
- j. Questions 11, 12, 13 and 14 should not appear as they do not apply to sole proprietorships.
- k. Answer “no” to question 15.
- l. In question 16, it should list your company name and sole proprietorship. If it does not, you should go back to the General Information page of the Core Data Section.
- m. Answer question 17.
- n. Answer “no” for question 18, 19, 20, 21, and 22.
- o. Answer “Entity Name# has not had previous contracts subject to written affirmative action program requirement from Secretary of Labor Regulations.
- p. Answer “no” to questions 24 and 25.
- q. You should not be required to answer question 26.
- r. Question 27 applies to Architect and Engineering Responses, it is not applicable to you.
- s. Answer “no” you do not wish to bid on Department of Defense issued or funded contracts. By answering “no”, questions 29-31 will not be applicable.

17. Review Representations and Certifications-The Representations and Certifications page will display the complete FARS, DFARS, and Architect-Engineer provisions language. Be sure to open and review each of the provisions. NOTE: When certifying at the bottom of the page, you are also certifying that you have read each one of these provisions. You will be held responsible as such, so you should open each provision and review it in full text. At the end of the review page, check the box to indicate that you: have read each of the FAR, DFAR and Architecture Engineering provisions, that you attest to the accuracy of the representations and certifications by submitting the certification, and that you understand you may be subject to penalties if you misrepresent your entity in any of their representations or certifications to the government.

18. Points of Contact

- a. Enter your name, email, address and phone number for all of the mandatory points of contact for your entity (Accounts Receivable POC, Electronic Business POC, Government Business POC, Sole Proprietorship POC).
- b. Click on submit to certify your information is correct.

19. Skip the Dynamic Small Business Search Link and proceed to “Submitting Registration.”

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20. Submitting Your Registration—All mandatory data elements must be completed to submit your registration. If you have done this successfully, you will see a green check mark next to each section in the navigation panel on the left side of the screen. Review your registration record in its entirety.

- a. Click “Edit” to update any necessary information in the registration.
- b. Click “Submit” to certify that the information is correct.
- c. SAM will display a confirmation indicating you successfully submitted your registration. You will also receive a confirmation email.
- d. PLEASE NOTE: Your record is NOT yet active. Before your SAM registration is active your TIN (taxpayer identification number) will be validated by the IRS and your CAGE Code or NCAGE code is validated or assigned. Both of these validations take a couple of days to one week.

IV. REGISTER IN FEDCONNECT®

For additional registration information, please refer to the FedConnect® Ready, Set, Go publication available at: https://www.fedconnect.net/FedConnect/PublicPages/FedConnect_Ready_Set_Go.pdf

1. Register for Free Account.

- a. Go to the website www.fedconnect.net. Click “Register for Free Account” link

2. Fill in the requested information.

- a. The email address that you enter on this page will become your FedConnect user ID and will be used for all communication between FedConnect and you.
- b. Make sure that any SPAM filters you or your company use are set up to allow communication from the fedconnect.net URL. If not, important notices and alerts might not reach you.

3. Click the Register button.

- a. Enter your company’s MPIN.
- b. FedConnect will confirm your SAM.gov registration.
 - This process normally takes just a few seconds. If your SAM.gov registration is valid and active, FedConnect will create a FedConnect company profile for you, download your address from CCR, and populate preferences such as your SAM.gov -specified NAICS and PSC codes
- c. FedConnect will create a personal account for you and make you a FedConnect administrator.
- d. Once the registration is complete, you will receive an email notification that the account has been activated.

**NO WORK MAY BE PERFORMED UNDER THIS ORDER UNTIL
THE STUDENT OR RECENT GRADUATE SIGNS AND DATES THE FOLLOWING:**

Acknowledgment of Special Terms

The student or recent graduate acknowledges that he/she fully understands and accepts the following special terms of this order:

A. The U.S. Government will be responsible under the provisions of chapter 81 of Title 5, United States Code for compensating the student or recent graduate in the same manner as a Federal employee for any injury suffered while performing services under this order.

B. The student or recent graduate is protected from personal common-law tort liability for damages to third parties arising out of his/her work under this order under the same broad-based immunity provided to Federal employees under the Federal Tort Claims Act (Chapter 171 of Title 28 of United States Code).

This protection does not apply to claims brought against the student or recent graduate for money damages for a violation of the Constitution or for violation of a statute of the United States under which such action against an individual is otherwise authorized, and will not apply to damages that are the result of unauthorized or expressly prohibited actions or gross negligence on his/her part. Properly licensed students or recent graduates may be allowed to drive Government vehicles, if required to do so by the statement of work.

C. For all other legal and tax purposes, the student or recent graduate is regarded as an independent contractor.

D. Payments for services performed under this order are reportable and taxable as earned income.

1. Federal, State or local income taxes will not be deducted by EPA from payments made under this order. As a self-employed individual, the student is responsible for payment of all such taxes on income received under this order.

2. No Social Security (FICA) or Medicare taxes will be deducted by EPA from payments made under this order. As a self-employed individual, the student is responsible for payment of all such taxes on income received under this order.

3. EPA's Office of Chief Financial Officer will report the total amount paid under this order to the U.S. Internal Revenue Service on a Standard Form 1099 at the end of the calendar year. The student or recent graduate is not considered to be an employee, and thus will not receive a W-2 form.

E. In order for EPA to process payments to the student or recent graduate, the student or recent graduate must have a checking or savings account at a financial institution that will accept direct deposits of Federal funds through Electronic Funds Transfer.

F. The student or recent graduate will be issued a building pass (ID card) and/or parking permit. These items must be returned to EPA at the completion of the order. Prior to obtaining a building pass, the student or recent graduate is required to undergo a background check and suitability determination by EPA. If a background check reveals information that the student or recent graduate represents a risk to the interests of the EPA, the order will be terminated immediately.

G. If the student or recent graduate is given access to EPA computers, he/she will be required to complete computer security awareness training and comply with the EPA Policies for Information Resources Management. Irresponsible use of network passwords or other unacceptable security violations will result in termination of access to EPA computers and may result in termination of this order.

H. Each student or recent graduate should avoid any outside activity or employment that creates a real or apparent conflict of interest with his/her EPA work. When there is doubt about the propriety of outside activities or employment, the student or recent graduate should consult with his/her Contracting Officer's Representative. Students or recent graduates will observe regulations governing conflicts of interest, standards of ethical conduct, lobbying and soliciting funds, and gifts from outside sources, in the same manner as "special employees." Students or recent graduates are not subject to financial disclosure requirements or post-employment restrictions which apply to Federal employees.

I. Vaccinations and Immunizations/Medical Monitoring/Health and Safety Training

1. Vaccinations and Immunizations

a. Before beginning certain types of work, the student or recent graduate may be offered non-mandatory vaccinations, immunizations, or treatments as specified in the Statement of Work. The purpose of these vaccinations, immunizations, or treatments is to safeguard the health of those whose work may expose them to health or safety risks in the environment.

i. EPA will bear all costs for the administrations of the offered vaccinations, immunizations, or treatments provided that the student or recent graduate

receives such treatment at the time and location designated by the Contracting Officer's Representative.

ii. Student or recent graduates electing to receive vaccinations, immunizations, or treatments from sources other than those designated by the Contracting Officer's Representative will not be reimbursed for any costs associated with such treatment.

b. Students or recent graduates that elect not to receive vaccinations, immunizations, or treatments from either the Government or private source will be required to sign a form letter acknowledging that they have declined the offered treatment. A student or recent graduate who declines the vaccinations, immunizations will not be covered by the Government for costs of or treating illnesses that could have been avoided by taking the recommended immunization therapy, unless the student or recent graduate provides written documentation from a physician certifying to the student's or recent graduate's intolerance of the immunization drugs.

c. Students or recent graduates who have already received vaccinations, immunizations, or treatments suggested by the Statement of Work may provide copies of shot records or other evidence acceptable to the Contracting Officer's Representative in lieu of receiving a new round of treatment or signing the declination letter. The Contracting Officer's Representative will retain copies of such evidence in the files related to the student's or recent graduate's work.

2. Medical Monitoring

a. Students or recent graduates whose contract requires work with or around hazardous substances, may be offered medical examinations to identify any adverse health effects related to exposure. These examinations, when offered, will be paid for by the Government.

b. These medical examinations have been constructed in order to answer specific questions about exposure risk and health in the work place. These examinations are not meant to be "wellness" examinations. Participation in these examinations should not be construed as an adequate substitute for periodic examinations by the students' or recent graduates' personal physicians. The types of evaluations that may be performed are baseline, periodic, and exit.

c. Baseline evaluations are done to characterize the state of health of the individual prior to commencing work in a new assignment. It may be conducted in order to assess the individual's health status in relation to the special demands of the proposed job assignment.

d. Periodic evaluations are performed to identify and measure any adverse effects from occupational activities, and to control risks from occupational exposures.

e. Exit evaluations are conducted when an individual terminates a given position that requires medical surveillance. This examination is performed to document the health status of the individual at the end of work in a particular position.

3. Health and Safety Training

Students or recent graduates will be expected to participate in health and safety training, at the Government's expense, to make them aware of safety programs and policies at EPA. These include initial safety, health, and environmental management training, laboratory health and safety training, and field activity training. It also includes general safety, personal protective equipment, physical hazards and chemical hazards training. This training is required under Federal, OSHA, EPA, DOT, and NRC regulations.

J. Except for extending coverage under items A. and B. above, the student or recent graduate is not, for any other purpose, considered to be a Federal employee and no rights or benefits as such will accrue to the student or recent graduate.

(Printed Name) _____

(Signature) _____

(Date) _____