



AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES
2. CONTRACT (Proc. Inst. Ident.) NO.		3. EFFECTIVE DATE 05/11/2004	4. REQUISITION/PURCHASE REQUEST PROJECT NO.	

5. ISSUED BY Environmental Protection Agency Laboratory Analysis Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	6. ADMINISTERED BY (if other than Item 5)
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)	8. DELIVERY [] FOB ORIGIN [] OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT N/A
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

11. SHIP TO MARK FOR	12. PAYMENT WILL BE MADE BY
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If applicable, see Section B of the schedule.

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c)	14. ACCOUNTING AND APPROPRIATION DATA See Accounting and Appropriation data in Section B
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT					\$0.00

SEC.	DESCRIPTION	PAGE(S)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
A	SOLICITATION/CONTRACT FORM		I	CONTRACT CLAUSES	
B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
C	DESCRIPTION/SPECS./WORK STATEMENT		J	LIST OF ATTACHMENTS	
D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
F	DELIVERIES OR PERFORMANCE		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD	
H	SPECIAL CONTRACT REQUIREMENTS				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract. (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER KEITH A. STEWART
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED	20C. DATE SIGNED 5/11/04
BY _____ (Signature of person authorized to sign)	BY <i>Keith Stewart</i> (Signature of Contracting Officer)




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EXAMPLE

[REDACTED]

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

P	DCN	APPR BFYS NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	/ C
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THIS AWARD IS SUBJECT TO THE AVAILABILITY OF FUNDS.

B.1 SPECIAL NOTES


ENVIRONMENTAL PROTECTION AGENCY

BASIC ORDERING AGREEMENT

NUMBER : [REDACTED]

THIS BASIC ORDERING AGREEMENT (BOA) BETWEEN [REDACTED] (HEREIN "CONTRACTOR") AND THE ENVIRONMENTAL PROTECTION AGENCY (EPA) IS ENTERED INTO TO PROVIDE SERVICES TO THE EPA IN THE FOLLOWING:

1. THIS AGREEMENT IS FOR SERVICES DESCRIBED IN SECTION C.
2. GENERAL TERMS AND CONDITIONS ARE INCLUDED THROUGHOUT THE AGREEMENT AND MADE A PART HEREOF
3. THE CONTRACTOR AGREES THAT ANY ORDERING OFFICER WITHIN THE EPA MAY PLACE ORDERS UNDER THIS BOA FOR EPA WORK.
4. THE EPA INTENDS TO AWARD MULTIPLE BOA'S FOR THE SERVICES DESCRIBED IN SECTION C. A COMPETITIVE PROCESS AMONG THOSE CONTRACTORS AWARDED A BOA FOR THESE SERVICES WILL DETERMINE THE CONTRACTOR SELECTED TO PERFORM THE SERVICES. THE EPA RESERVES THE RIGHT TO USE OTHER EVALUATION FACTORS, IN ADDITION TO PRICE, IN DETERMINING WHICH CONTRACTOR WILL RECEIVE AN ORDER UNDER THE BOA.
5. THE PARTIES AGREE THAT FAILURE TO REACH AGREEMENT ON PRICE FOR ANY ORDER ISSUED BEFORE ITS PRICE IS ESTABLISHED IS A DISPUTE UNDER THE DISPUTES CLAUSE OF THIS BOA.
6. ANY PROTEST FILED AS A RESULT OF AN ORDER ISSUED UNDER THIS BOA WILL BE HANDLED IN ACCORDANCE WITH THE PROTEST CLAUSE OF THIS BOA.
7. SERVICES WILL BE ORDERED VIA INDIVIDUAL TASK ORDERS ISSUED AGAINST THIS BOA. THE EPA AND THE CONTRACTOR WILL AGREE ON A UNIT PRICE AND EXTENDED PRICE FOR EACH INDIVIDUAL TASK ORDER.



TASK ORDERS

Work performed under this agreement shall be within the parameters set forth in Section C, and specifically defined or controlled by Task Orders executed by the Contracting Officer or Ordering Officers. Task Orders shall be in writing and shall be issued to the contractor with the following information:

1. Description of Requirement
2. Basic Ordering Agreement and Task order Number
3. Appropriation and funding data
4. Total price of the Order
5. Time allowed to complete the order
6. Applicable special instructions as required
7. Other pertinent information

B.2 OBLIGATION OF FUNDS

The amount of funds obligated and made available for payment will be stated in each order.

B.3 PRICE

The contractor will be paid the consideration identified in each order. The consideration shall constitute complete payment for all service and materials furnished and accepted pursuant to the order.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

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

**Special Analytical Services for Analysis of
Radiochemicals in Environmental Samples**

I. Purpose

The purpose of the Special Analytical Service contract is to provide analytical support to the US EPA Office of Superfund Remediation & Technology Innovation (OSRTI) Analytical Services Branch (ASB). ASB is procuring technical support and expertise for the laboratory analysis of environmental samples for the presence, release, and/or detection of hazardous radiochemicals that may present an imminent and substantial danger to the public health or welfare, or the environment in support of emergency responses to possible radiochemical acts of terrorism.

II. Scope

The contractor shall be responsible for the rapid analysis and reporting of results from environmental samples (e.g. water, soil, air filters, wipes, vegetation etc.) as needed. The contractor shall perform the analysis using proven instruments and techniques that shall be detailed in contractor specific Standard Operating Procedures (SOPs). These SOPs must be based upon relevant Federal Agency Methods/Protocols. The SOPs must be made available to all staff performing the analysis, and must also be made available to EPA upon request. The contractor must also make the facilities used for analysis of samples available for audit by EPA upon request. Following sample analysis, the contractor shall perform data reduction and shall report analytical activities, sample data, and quality control documentation.

III. Requirements

Task: Under this SOW, and through written task order under this Basic Ordering Agreement (BOA), the contractor shall perform testing/analysis for a variety of radionuclides and matrices using specific radionuclide/matrix specific for the analysis. Table 1 below provides a listing of potential radionuclide, matrix, and method combinations. Please note that a request for analysis under this BOA is not limited to these analytes and or methodologies. Preparative procedures will also be provided prior to shipment of any samples.

The contractor shall have written Standard Operating Procedures (SOPs) for receipt of samples, maintenance of custody, sample identification,

[REDACTED]

sample storage, sample tracking, and assembly of completed data. The contractor shall receive and handle samples under strict chain-of-custody and sample documentation procedures. To assure traceability of the samples while in their possession, the contractor shall have a specified procedure for maintaining identification of samples throughout the laboratory. The contractor shall also have procedures ensuring that sample custody is maintained and documented. A document control program shall be employed to assure that all documents for a specified sample delivery group are accounted for when the project is completed. Accountable documents shall include, but not limited to, logbooks, chain-of-custody records, sample work sheets, bench sheets, and other documents relating to the sample or sample analysis. Prior to the shipment of samples, analytical protocol specifications will be provided to the contractor which contain information on the radionuclides, matrices, concentration range expected, action level, measurement quality objectives, analysis limitations, and possible interferences. The analytical protocol specifications will also contain quality control requirements for QC samples including method blank, duplicate, and matrix spike samples and the associated frequency and evaluation criteria. Analytical process requirements if required on field sample preparation and preservation, sample receipt and inspection, laboratory sample preparation, sample dissolution, chemical separation, preparing sources for counting, nuclear counting, data reduction and reporting, and sample tracking requirements may also be provided. All samples with positive results shall be temporarily stored by the laboratory pending further analysis and/or receipt of written order for disposition.

The contractor must meet the requirements of the National Environmental Laboratory Accreditation Conference (NELAC) Chapter 5 on Quality Systems and the specific Appendix D.4 on Radiochemical Testing. Chapter 5 and the related appendix contain the elements of the laboratory quality system with specific detail concerning quality assurance and quality control requirements for radiochemical testing. These standards are approved each year and become effective within two (2) years of their approval. Therefore, the NELAC standards that will be required for this BOA will be the standards approved in May 2001 (Revision 15) which became effective in July 2003. Please note that the approved standards for June 2003 that will become effective in July 2005 incorporate the performance based approach that is allowed under this BOA.

Table 1

Matrices	solids, water ¹ , air filters, charcoal cartridges, vegetation, biological material ² , and bioassay ³
Radionuclides ⁴	Ac-227, Am-241, Ba-140, C-14, Ce-141, Ce-144, Cf-252, Cm-242, Cm-243, Cm-244, Co-57, Co-60, Cs-134, Cs-137, H-3, I-125, I-129, I-131, Ir-192, La-140, Mo-99, Np-237, P-32, Pd-103, Po-210, Pu-238, Pu-239, Pu-240, Pu-241, Pu-242, Ra-226, Ra-228, Ru-103, Ru-106, Se-75, Sr-90, Tc-99, Th-228, Th-230, Th-232, Tl-204, U-234, U-235, U-238, gamma library ⁵ , various radiopharmaceutical isotopes

Methodology ⁶	Alpha Spectrometry, Gamma Spectrometry, Gas Flow Proportional Counting, Liquid Scintillation Counting, Alpha Scintillation Counting, and ICP-MS
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Footnote 1: Water analyses may also include the Safe Drinking Water Act approved analyses.

Footnote 2: Biological material may include meat, fish, or similar matrices.

Footnote 3: Bioassay may include urine, blood, feces or similar matrices.

Footnote 4: The laboratories must screen all samples received to ensure that they can accept the samples based on their NRC license or Agreement State Nuclear License. It is the contractor's responsibility to take all necessary measures to ensure the health and safety of its employees.

Footnote 5: Gamma Library is a scan of these type of isotopes and report any anomalous gamma result.

Footnote 6: Selection of the particular methodology is performance-based and the laboratories will be responsible for implementing the appropriate methodology to meet the criteria discussed in Section III Requirements.

The contractor must be aware of the importance of maintaining integrity of the data generated under the agreements. The data will be used to make major decisions regarding public health and environmental welfare. The contractor shall ensure that all analysis are performed following all proper Chain-of-Custody requirements, following all relevant health and safety protocols, quality assurance procedures, waste disposal, and good laboratory practices not necessarily detailed in this BOA.

Deliverable(s): Upon completion of its analysis, the contractor shall provide the results of its analysis in the form of a report to the Government personnel specified in the Chain-of-Custody documentation or written order from an authorized ordering official. All samples analyzed under this BOA shall be provided in both hard-copy and electronic format (e.g., Staged Electronic Data Deliverables, etc.). All electronic data submitted by the contractor is required to be error-free, and in complete agreement with the hard-copy data. Electronic deliverables for documents and reports shall be delivered in native file format and in Adobe format on all final documents. The data package shall have a Cover Page that includes the laboratory name, laboratory code, BOA number, sample delivery group number, EPA sample number, lab identification numbers (cross-referenced with the EPA sample number), and any comments or problems encountered. Results shall be reported on Form 1 that includes the similar information from the Cover Page as well as matrix analyzed, date received, date analyzed, analyte concentration units (e.g., pCi/L for aqueous or pCi/g for solid samples), sample specific minimum detectable concentration, error or uncertainty of the results, qualifiers applied, and any comments. In addition, all quality

control data shall also be reported.

Method and Time of Delivery: Upon receipt of any samples, the contractor shall deliver analysis results in writing (fax or e-mail, as specified in the order received) within 12-48 hours for screening results, 48-72 hours for definitive results, or within the time frame specified by the written order. Reports shall be delivered in writing within 5 business days after electronic submission. The Government may also require verbal results for both screening and confirmatory analyses. If the contractor is not able to report the results (written or verbal) in the specified time frame, the contractor shall contact the identified recipient of the results and inform them that the results will be delayed and provide probable date that results will be delivered.


Maintain Log Books: The contractor shall use and maintain bound, serially numbered laboratory notebooks to record data and observations made during laboratory analyses and processes, and shall make them available for review upon request by the Contracting Officer. All analyses and studies shall be documented to include: 1) identification of assumptions and clear explanations of their validity and limitations; 2) calculations, supported by sufficient data and explanation to permit cross-checking; 3) raw data for projects, documented in a manner that can be easily interpreted by a technical person, to facilitate review and/or completion by alternate technical persons; and, 4) clearly presented investigative procedures. The contractor shall also use and maintain logbooks for all major equipment recording analysis of all standards and samples.

Release of Information: The contractor shall not release any information gathered as a result of this contract to anyone other than the authorized ordering official, Contracting Officer's Technical Representatives, or the recipient of the analysis results as specified in the Chain-of-Custody documentation or written order under this BOA, unless written authorization is granted by the Contracting Officer.

SECTION D - PACKAGING AND MARKING

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

EXAMPLE



SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES--FIXED-PRICE (FAR 52.246-4) (AUG 1996)

(a) *Definitions.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.2 PACKAGING AND MARKING

Preservation, packaging, marking and labeling shall be in accordance with the packaging requirements set forth in the Statement of Work.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LOCATION(S) OF PERFORMANCE

All work performed under this contract shall be performed in its entirety at the location(s) shown below.

F.2 DELIVERY REQUIREMENTS

The services provided under this Basic Ordering Agreement shall be delivered in the manner and in accordance with the schedule specified in the order.

F.3 STOP WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall, at Government expense, immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery completion schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; *provided*, that, if the Contracting Officer decides the facts justify the action, the Contracting

Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.4 GOVERNMENT DELAY OF WORK (FAR 52.242-17) (AUG 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

F.5 TERM OF BASIC ORDERING AGREEMENT

a. The period in which Task Orders may be placed against this Basic Ordering Agreement may not exceed three (3) years from the date of execution unless otherwise canceled in writing by the Contracting Officer. The Contracting Officer may grant an extension to this Basic Order Agreement for a period of up to two (2) years from the date of expiration. No single extension shall exceed one year.

b. Regardless of the expiration date, the contractor is responsible for performing all work required under each Task Order and all modifications under each Task Order.

c. This Basic Ordering Agreement may be terminated in its entirety by either party upon thirty (30) day notice to the other party.

[REDACTED]

SECTION G - CONTRACT ADMINISTRATION DATA

**G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)
DEVIATION**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

On Scene Coordinator (OSCs) listed in the website below:

<http://www.epa.gov/oamsrpod/ersc/osc/>

[REDACTED]

[REDACTED]

[REDACTED]

(b) A Standard Form 30 will be the method of amending delivery orders.

G.2 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

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

(b) The Contractor shall forward the following information in writing to the

[REDACTED]

paying office designated in this contract not later than 7 days after receipt of notice of award.

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

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

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

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

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

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

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

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

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

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

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

G.3 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Administrative Contracting Officer:

Keith Stewart
1300 Pennsylvania Ave N.W. MC 3805R
Washington DC 20460

202-564-1286

Contract Specialist(s) responsible for administering this contract:

[REDACTED]

Project Officer(s) for this contract:

Project Officer:

[REDACTED]

Alternate Project Officer:

[REDACTED]

The following individuals cannot obligate the Government, sign Task Orders, Modifications, or any documents that will bind the Government. Furthermore, they cannot give directions or behave in a manner that would result in an obligation to the Government. However, they can perform the follow tasks:

[REDACTED], Contracting Officer Technical Representative (COTR), phone number [REDACTED]. Interface between the contractor and the contracting officer on matters pertaining to the contractor's technical effort.

[REDACTED], Contracting Officer Technical Representative (COTR), phone number [REDACTED]: Interface between the contractor and the contracting officer on matters pertaining to the contractor's technical effort.

[REDACTED], Contracting Officer Technical Representative (COTR), phone number [REDACTED]: Interface between the contractor and the contracting officer on matters pertaining to the contractor's technical effort.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ORDERING PROCEDURES

The Government intends to award multiple Basic Ordering Agreements (BOA). The Contractor(s) shall perform work under the BOA as specified in the written task orders issued by the Ordering Officer(s).

1. REQUEST FOR PROPOSAL

Firm-fixed price offers for each order will be solicited from those firms that have been awarded a Basic Ordering Agreement.

a) Each Contractor will be provided a fair opportunity to be considered for each order in excess of \$2,500. The Contracting Officer or Ordering Officer will issue a Request For Proposal (RFP) for each program requirement to each BOA holder. The RFP will contain 1) the Statement of Work; 2) required delivery schedule; 3) format for submission; and 4) the basis for selection. It is anticipated that the Government will transmit each RFP to the BOA holders by facsimile or electronic media. **THE GOVERNMENT RESERVES THE RIGHT TO ISSUE A VERBAL RFP TO A SINGLE AWARDEE UNDER URGENT AND COMPELLING CIRCUMSTANCES.** The Contractor(s) shall acknowledge (electronically or verbally) receipt of each RFP within 24 hour days of receiving its electronic copy. The Ordering Officer(s) may use information available on hand to ensure that each awardee is provided a fair opportunity to be considered.

b) Exceptions to the "Fair Opportunity" to be considered:

Awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500 under the Basic Ordering Agreement if the Contracting Officer determines that:

i. The agency need for the services is of such urgency that providing such opportunity would result in unacceptable delays.

ii. Only one contractor is capable of providing supplies/services required at the level of quality required because the supplies or services ordered are unique and highly specialized.

iii. Order should be issued on a sole source basis in the interest of

economy and efficiency as a logical follow-on to an order already issued.

2. PROPOSAL SUBMISSION

For any given requirement, the Contractor's response, hereinafter referred to as "proposal", may take the form of a price. The Contractor shall begin preparing its response to the RFP immediately upon receipt. The Contractor(s) shall submit an offer for each RFP within the time specified by the Contracting Officer or Ordering Officer, which may be as short as 24 hour days of receiving the electronic copy. The Contractor **shall not** begin performance until it receives a task order signed by the Contracting Officer or Ordering Officer.

NOTE: ALL BOA AWARDEES ARE ENCOURAGED TO SUBMIT A PROPOSAL FOR EACH COMPETED TASK ORDER.

3. PROPOSAL EVALUATION

The method of selection for issuance of a task order will be based upon the lowest evaluated price. However, the Government reserves the right to use other criteria, in addition to price, in determining which Contractor will receive an order. Each request for proposal will state the evaluation criteria to be used by the Government.

4. SELECTION

Task Orders will be issued on Optional Form 347 Order for Supplies or Services), Standard Form 26 (SF 26 Award/Contract) or other agency prescribed form. Orders under this Basic Ordering Agreement become binding contracts upon acceptance of the order by the Contractor and Government. Terms and conditions included in this Basic Ordering Agreement shall apply to all orders placed under this agreement.

The Contracting Officer or Ordering Officer may issue task orders by facsimile or electronic commerce methods. **THE EPA RESERVES THE RIGHT TO ISSUE VERBAL ORDERS TO A SINGLE AWARDEE UNDER URGENT AND COMPELLING CIRCUMSTANCES. UPON NOTIFICATION FROM THE CONTRACTING OFFICER OR ORDERING OFFICER, THE CONTRACTOR SHALL BEGIN PERFORMANCE.** The Contracting Officer or Ordering Officer will follow-up every task order issued verbally with an electronic confirmation.

H.2 MULTIPLE BASIC ORDERING AGREEMENT AWARDS

Basic Ordering Agreements (BOAs) for the services described herein will be

[REDACTED]

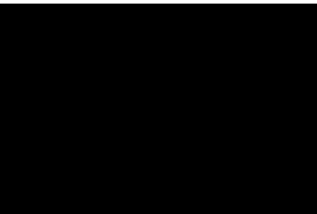
established with multiple Contractors and orders will be awarded on a competitive basis. The Government may continue to solicit offers for additional (BOAs) after the initial BOAs are established and reserves the right to award additional BOAs to qualified sources.

H.3 BASIC ORDERING AGREEMENT REVIEW/REVISION

The agreement will be reviewed annually, by the contracting officer, before the anniversary of the effective date, and revised as necessary to conform to current changes in statutes, Executive Orders, or other appropriate matters. Any revisions will be implemented through a written modification to the basic ordering agreement and signed by both parties.

H.4 KEY PERSONNEL

(a) The Contractor shall assign to this Basic Ordering Agreement a list of the following key personnel:



The Contractor shall contact the Contracting Officer within 24 hours of making a substitutions of key personnel.

H.5 EXPERT TESTIMONY (RACS-H-96-11)

From time to time, the Government may have the need for expert testimony during enforcement proceedings for a given site where the Contractor provided services. In the event such services are required during the term of this contract, such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

[REDACTED]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

[REDACTED]

52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-44	FEB 2002	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)

[REDACTED]

52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

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

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

[Insert one or more Internet addresses]

I.3 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

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

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

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

SECTION J - LIST OF ATTACHMENTS

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

EXAMPLE

[REDACTED]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP [REDACTED] are incorporated into this contract by reference.

EXAMPLE