Environmental Protection Agency

1552.211–73 Level of effort—cost-reimbursement term contract.

As prescribed in 1511.011–73, insert the following contract clause in cost-reimbursement term contracts including cost contracts without fee, cost-sharing contracts, cost-plus-fixed-fee (CPFF) contracts, cost-plus-incentive-fee contracts (CPIF), and cost-plus-award-fee contracts (CPAF).

LEVEL OF EFFORT—COST-REIMBURSEMENT TERM CONTRACT (APR 1984)

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

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor.

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

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

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

(End of clause)


1552.211–74 Work assignments.

As prescribed in 1511.011–74, insert the following contract clause in cost-reimbursement type term form contracts when work assignments are to be used.

WORK ASSIGNMENTS (APR 1984)

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

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

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of
the work assignment within ___ calendar days after its receipt. The Contractor shall
begin work immediately upon receipt of a
work assignment. Within ___ calendar days
after receipt of a work assignment, the Con-
tractor shall submit ___ copies of a work
plan to the Project Officer and ___ copies to
the Contracting Officer. The work plan shall
include a detailed technical and staffing plan
and a detailed cost estimate. Within ___ cal-
endar days after receipt of the work plan, the
Contracting Officer will provide written
approval or disapproval of it to the Con-
tractor. If the Contractor has not received
approval on a work plan within ___ calendar
days after its submission, the Contractor
shall stop work on that work assignment.
Also, if the Contracting Officer disapproves
a work plan, the Contractor shall stop work
until the problem causing the disapproval is
resolved. In either case, the Contractor shall
resume work only when the Contracting Offi-
cer finally approves the work plan.

(d) This clause does not change the re-
quirements of the “Level of Effort” clause,
nor the notification requirements of either
the “Limitation of Cost” or “Limitation of
Funds” clauses.

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

(End of clause)

Alternate I. As prescribed in
1512.104(b), modify the existing clause
by adding the following paragraph (f)
to the basic clause:

(f) Within 20 days of receipt of the work as-
signment or similar tasking document, the
Contractor shall provide a conflict of inter-
est certification. Where work assignments or
similar tasking documents are issued under
this contract for work on or directly related
to a site, the Contractor is only required to
provide a conflict of interest certification for
the first work assignment issued for that
site. For all subsequent work on that site
under this contract, the Contractor has a
continuing obligation to search and report
any actual or potential conflicts of interest,
but no additional conflict of interest certifi-
cations are required.

Alternate II. As prescribed in
1512.104(b), modify the existing clause
by adding the following paragraph (f)
to the basic clause:

(f) Within 20 days of receipt of the work as-
signment or similar tasking document, the
Contractor shall provide a conflict of inter-
est certification. Where work assignments or
similar tasking documents are issued under
this contract for work on or directly related
to a site, the Contractor is only required to
provide a conflict of interest certification for
the first work assignment issued for that
site. For all subsequent work on that site
under this contract, the Contractor has a
continuing obligation to search and report
any actual or potential conflicts of interest,
but no additional conflict of interest certifi-
cations are required.

Before submitting the conflict of interest
certification, the contractor shall initially
search through all of its available records to
identify any actual or potential conflicts of
interest. During the first three years of this
contract, the contractor shall search
through all records created since the begin-
ing of the contract plus the records of the
contractor prior to the award of the contract
until a minimum of three years of records
are accumulated. Once three years of records
have accumulated, prior to certifying, the
contractor shall search its records accumu-
lated, at a minimum, over the past three
years immediately prior to the receipt of the
work assignment or similar tasking docu-
ment. In the certification, the Contractor
must certify to the best of the Contractor’s
knowledge and belief, that all actual or po-
tential organizational conflicts of interest
have been reported to the Contracting Offi-
cer or that to the best of the Contractor’s
knowledge and belief, no actual or potential
organizational conflicts of interest exist. In addition, the
Contractor must certify that
its personnel who perform work under this
work assignment or relating to this work as-
signment have been informed of their obliga-
tion to report personal and organizational
conflicts of interest to the Contractor. The
certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

(End of clause)


1552.211–75 Working files.

As prescribed in 1511.011–75, insert the following clause in all applicable EPA contracts.

WORKING FILES (APR 1984)

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

(End of clause)


1552.211–76 Legal analysis.

As prescribed in 1511.011–76, insert this contract clause when it is determined that the contract involves legal analysis.

LEGAL ANALYSIS (APR 1984)

The Contractor shall furnish to the Project Officer one (1) copy of any draft legal analysis. The Government will provide a response to the Contractor within thirty (30) calendar days after receipt. If the Government does not provide a response within the allotted review time, the Contractor immediately shall notify the Contracting Officer in writing.

(b) “Final Report”—The Contractor shall deliver a final report on or before the last day of the period of performance specified in the contract. Distribution is as follows:

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<td>Contracting Officer.</td>
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<td>Project Officer.</td>
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(End of clause)


1552.211–78 Management consulting services.

As prescribed in 1511.011–78, insert this contract clause when a contract requires a draft and a final report.

MANAGEMENT CONSULTING SERVICES (APR 1985)

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