



OSC Warrant Officer Training

OSC Toolbox Guide

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CERCLA Education Center

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On-Scene Coordinator Toolbox Guide

**Office of Emergency and Remedial Response
U.S. Environmental Protection Agency**

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Chapter 1

Introduction

Chapter 1. Introduction

1.1 Purpose

The purpose of this Toolbox Guide is to assist EPA On-Scene Coordinators (OSCs) and Federal Classification Series (FCS) 1102 Contracting Officers (COs) by outlining the general procedures for the acquisition of goods and services required to respond to certain environmental releases, threats and/or discharges. Release incidents refer to releases, or potential releases, of hazardous substances or pollutants or contaminants that present an imminent and substantial threat to the public health and welfare or the environment (the “imminent and substantial threat” threshold only applies to pollutants and contaminants) or discharges of oil that impact, or threaten to impact, inland waters of the United States. Such incidents may require immediate actions, known as removals, which are directed by EPA OSCs. This manual describes the responsibilities and authorities delegated to OSCs when directing removal actions and identifies the contracting procedures and other methods that can be used to obtain supplies and services.

1.2 Audience

The guidance in this Toolbox Guide is intended to assist OSCs who have been delegated limited Federal Ordering Officer and/or Contracting Officer (CO) authority under the Delegation of Procurement Authority (DPA), in accordance with Federal Acquisition Regulations (FAR) and EPA Acquisition Regulations (EPAAR). (These authorities are described in Chapter 2 of this Toolbox Guide.) This Guide also provides guidance for accessing resources that require CO authority under the DPA, and describes other tools and resources that do not require a DPA, but may require specialized assistance from other Regional personnel. Chapter 6 provides Region-specific information on the tools discussed throughout the Guide, as well as additional tools that may be available in the Region.

1.3 Background

Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), requires EPA to develop procurement tools for responding to emergency releases or threats of releases of hazardous substances to the environment, and releases of pollutants or contaminants that present an imminent and substantial danger to public health and welfare. The first guidance on using these tools was issued by EPA on October 9, 1985, entitled “Emergency Ordering and Acquisition Procedures for Hazardous Substance Response Program.” This Guide is an update to the 1985 guidance and clarifies the expanded use of these procurement tools to responses under the Clean Water Act (CWA), as amended by the Oil Pollution Act (OPA), and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).

1.4 Organization of Document

This Toolbox Guide is organized into the following sections:

- C **Chapter 2, Authorities**, provides information on EPA's statutory and regulatory authorities and policies for responding to releases of hazardous substances, pollutants or contaminants, and oil spills as authorized by CERCLA and the CWA; and the contracting authorities by which EPA staff are able to access resources needed to respond.
- C **Chapter 3, Contracting Fundamentals**, provides basic information on key contracting elements that serves as an introduction to the more detailed contracting information provided in Chapter 4.
- C **Chapter 4, OSC Tools**, provides information on the policies and procedures for procurement tools identified under the DPA that are available to Warranted OSCs, as well as other tools not identified under the DPA that are available to all OSCs. The appendices to this chapter also include several forms and sample documents to assist the OSC and CO.
- C **Chapter 5, Access to Other Response Tools**, provides information on other resources that OSCs can access during a response, including resources from other EPA programs and offices and resources from other Federal departments and agencies.
- C **Chapter 6, Region-Specific Information**, provides general information on resources that are specific to a particular Region including how to access these resources and related policies. This chapter is prepared for OSCs by their respective Regional office.

In addition, several quick reference guides are provided with this document and are included in the notebook cover sleeve. These handy guides are updated and distributed routinely to provide OSCs and COs with current information.

Chapter 2

Authorities

Chapter 2. Authorities

2.1 Response Authorities

2.1.1 Statutory Authorities

Section 104 of CERCLA authorizes EPA to respond to any release or threatened release of a hazardous substance, pollutant, or contaminants. Section 311 of the CWA authorizes EPA to take actions to respond to a discharge, or a threat of a discharge, of oil or hazardous substances to waters of the United States. The following statutes and regulations also govern response actions: the Superfund Amendments and Reauthorization Act of 1986 (SARA); the U.S. Oil Pollution Act of 1990 (OPA); the National Oil and Hazardous Substances Pollution Contingency Plan (the NCP, 40 CFR Part 300); and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), which added authorization for OSCs to respond to certain hazardous materials incidents resulting from a Presidentially-declared disaster or emergency.

2.1.2 Regulatory Authorities

In the inland zone, the NCP designates the EPA OSC as the Federal official responsible to coordinate and/or direct responses to discharges or threats of discharges of oil to waters of the United States. The NCP also designates the EPA OSC as the Federal official responsible for coordinating or directing responses to releases or threats of release of hazardous substances that pose a threat to human health or the environment. EPA OSCs may also take necessary response actions to address releases of pollutants or contaminants that may pose imminent and substantial danger to public health or welfare. Sections 300.305 and 300.415 of the NCP outline factors to be considered by the OSC in determining the need for a CERCLA removal action. Finally, as outlined in the Federal Response Plan, EPA OSCs may take necessary response actions to respond to hazardous materials incidents resulting from a Presidentially-declared disaster.

Through a series of delegations of authority, the President has provided EPA, and in turn specific EPA staff such as the OSC, with the authority to direct responses to releases of hazardous substances, and pollutants or contaminants that present an imminent and substantial danger to public health or welfare. These responses are defined in the NCP as “removals” or “removal actions.” EPA Headquarters CERCLA Delegations of Authority (Chapter 14) provide authorities to Regional Administrators to respond at sites located within their respective Regions and response authorities to the Assistant Administrator for Solid Waste and Emergency Response. These authorities may be exercised subject to approved funding levels. Regional Administrators may redelegate to designated On-Scene Coordinators (OSCs) the authority to determine the need for emergency response and to approve and initiate removal actions costing up to \$250,000 where site conditions constitute an emergency and up to \$50,000 where site conditions do not constitute an emergency. Unless waived by memorandum, the AA/OSWER must approve the use of the consistency waiver in CERCLA Section 104(c)(1)(C) for removal actions at sites not proposed to or final on the NPL. When the emergency waiver is used, Regional Administrators may approve removal actions costing up to \$6 million. Regional

Administrators must seek approval from the AA/OSWER for removal actions costing more than \$6 million requiring the emergency waiver. Further, unless waived by memorandum, the AA/OSWER must concur prior to the initiation of removal action at non-NPL sites where the proposed action is on the List of Nationally Significant or Precedent-Setting Removal Action categories.

OSCs must check their specific Regional delegations to determine the level to which they have been granted the programmatic authority to respond to a release or threatened release of a hazardous substance, pollutant, or contaminants. Some Regions have not delegated this programmatic authority to OSCs. This is being expanded to Branch Chief level or equivalent; each OSC can check to see what the level is in their region. Other Regions have given OSCs response authority to for less than \$250,000 and some have authorized the full amount. Some OSCs have been delegated authority to initiate removal actions costing \$50,000 and some have been delegated for the full amount authorized. It is important to note that this response authority is different from the delegation of procurement authority that will be discussed in Section 2.2.3 of this Guide. OSCs should insert the Headquarters and Regional Response Authority Delegations in Chapter 6 of this Guide. The Delegations can be found on the EPA intranet page, EPA@Work, <http://intranet.epa.gov/rmpolicy/ads/dm/toc.htm>

Exhibit 2-1. Response Delegations

| Delegation | Authorities | To Whom Delegated |
|--|---|---|
| Chapter 2 – Clean Water Act Delegation 89 (2-89) Removal of Discharge or Threat of Discharge | a. To remove or arrange for the removal of a discharge and to mitigate or prevent a substantial threat of a discharge. b. To direct or monitor all Federal, State, and private actions. c. To remove and, if necessary, destroy a vessel that is discharging or threatening to discharge. d. To consult with affected trustees. e. To determine when the removal is complete. | Regional Administrators, Assistant Administrator (OSWER) |
| Regional Chapter 2-89 | As above, a-b | On-Scene Coordinators |

| Delegation | Authorities | To Whom Delegated |
|---|---|------------------------------------|
| Chapter 14 – CERCLA Delegation 2 (14-2) Response | To respond to any release or threatened release of a hazardous substance, pollutant, or contaminant, pursuant to CERCLA and the NCP. | RA AA(OSWER) |
| Regional Chapter 14-2 | To approve and initiate Emergency actions costing up to \$250,000 and Non-emergency actions up to \$50,000. | On-Scene Coordinators |
| Chapter 1 – General, Administrative, and Misc. Delegation 11 (1-11) Interagency Agreements | To enter into agreement between EPA and other Federal agencies, State, etc. Emergency Support Function #10, per the FRP (NRP) mission assignments. | AA's RA |
| Regional Chapter 1-11 | To accept and issue Mission Assignments, limited to actions under the FRP (NRP). | ESF #10 Regional Chair or Designee |

Other Delegations of Authority that may be redelegated to OSCs

| Delegation | Authorities | To Whom Delegated |
|---|---|--------------------------|
| Chapter 2 – CWA Delegation 14-D (2-14D) Emergency TRO's | Request for emergency Temporary Restraining Orders to the Dept. of Justice. | AA RA |
| Chapter 2 – CWA Delegation 29 (2-29) Spill Prevention Control and Countermeasure Plan | To perform the EPA functions and responsibilities relative to the SPCC regulations. | AA RA |
| Chapter 2 – CWA Delegation 86 (2-86) Facility Response Plans | a. To approve means to ensure the availability of private personnel and equipment to implement facility response plans. b. To review and approve FRPs. | RA |

| Delegation | Authorities | To Whom Delegated |
|--|---|--------------------------|
| Chapter 2 – CWA Delegation 87 (2-87) Equipment Inspections | To require inspections of containment boom and oil spill equipment. | RA |

2.2 Contracting Authorities

2.2.1 FAR/EPAAR

The Federal Acquisition Regulations (FAR) establish, in Title 48 of the Code of Federal Regulations, the acquisition regulations applicable to all executive agencies of the Federal Government. The Environmental Protection Agency Acquisition Regulations (EPAAR) codifies the policies and procedures of EPA which implement and supplement the FAR. The FAR may be found on the Internet at <http://www.arnet.gov/far> or <http://farsite.hill.af.mil/>.

2.2.2 Funding

All acquisition tools outlined in this Guide require a funding action prior to obtaining goods or services with the tool. Some of these funding actions may require direct OSC involvement, others may be initiated by other staff in the Regional office; however, the OSC must always be mindful of the availability and commitment of funds prior to using any of the acquisition tools outlined in this Guide. Making monetary commitments on behalf of the U.S. Government without proper authority and available funds results in a violation of the Anti-Deficiency Act (31 U.S.C. 1341). The Anti-Deficiency Act generally requires that funding be available **prior** to any expenditures, with criminal and financial penalties for violating the Act.

As limited Contracting Officers, the Warranted OSC is authorized to obligate the government in a financial transaction; therefore, the potential for Anti-Deficiency Act violations is of great concern. It is the responsibility of the official authorizing the acquisition tool to ensure that proper funding and obligating mechanisms are in place. For many of the tools described in this Guide, this will be the responsibility of the Warranted OSC. In addition, some contractors or vendors may choose to interpret the OSC's words or actions as ordering work, and then attempt to invoice the government for this "implied" order. OSCs are in a unique situation to have both the authority to "Federalize" and direct a response and the limited contracting warrant authority; therefore, it is important to always be clear about the authorities being used.

There are two critical components to ensuring proper funding of an acquisition tool:

1. There must be funds available to cover the activity; and
2. Funding must be properly authorized through the use of a procurement request or other funding document.

2.2.2.1 Funds Availability

With respect to funding availability, the beginning and end of fiscal years are times to be especially cautious. CERCLA and Clean Water Act funds provided to the Regions each year are returned to Headquarters if not **obligated** by September 30 of that year. For this reason, interim deadlines are placed on many processes, such as Interagency Agreements, purchase cards, and contract obligations, to allow sufficient time to process all the documents required to ensure the actual obligation takes place by September 30 of the current fiscal year. Some of these deadlines are national, others are Regional; but they can still impact the work to be performed. These deadlines must be considered in the planning process. True emergencies can generally receive exceptions to many of these deadlines; however, a lack of planning may not be viewed as a true emergency.

At the beginning of a new fiscal year (October 1), available funding is dependent on the budget passed by Congress and signed by the President. For the years when a new budget is not signed by the new fiscal year, a Continuing Resolution is required to keep the Government operating until the budget is passed. Typically prior to the end of the fiscal year, the Office of Emergency Management (OEM) at EPA Headquarters provides the Regions with both CERCLA and OPA “emergency spending authority.” This emergency spending authority allows the Regions to fund emergency responses to hazardous substance releases or oil spills or to keep ongoing projects from shutting down, while awaiting a final budget or receipt of interim funding. OSCs should be aware of this emergency spending authority or receipt of funding, because without it, there is no Regional money to pay for a response. In addition, purchase cards are often not funded during this time. Even when a budget has been signed by October 1, the Office of Management and Budget (OMB) must still distribute the funds to EPA. Therefore, it may take time for final distribution of Regional Advice of Allowance (AOA). Typically, a portion of the anticipated budget is distributed to the Regions for use while the budget is being finalized. For these reasons, OSCs should always confirm funding availability before authorizing any work or purchases, especially at the beginning and end of each fiscal year.

When EPA conducts a response to an oil spill under the CWA, as amended by the OPA, or a response to a disaster under the Stafford Act, additional funding issues must be taken into consideration. Funding for oil spills comes directly from the Oil Spill Liability Trust Fund (OSLTF) which is managed by the U.S. Coast Guard (USCG) through the National Pollution Funds Center (NPFC). To obtain funding authority, the EPA OSC must contact the USCG District Office with jurisdiction and request that a Federal Project Number (FPN) be opened and a cost ceiling established for the response. Once a FPN is received, the OSC or other Regional personnel must then request EPA’s Cincinnati Finance Center to establish site-specific Regional account numbers. Usually *reimbursable* and *non-reimbursable* account numbers are established and the *reimbursable* account number is used on commitment documents for obtaining goods and services for the response. *Reimbursable* account numbers are also used for EPA staff time of non-OPA funded positions and overtime and travel for OPA-funded personnel. *Non-reimbursable* account numbers are used for EPA staff funded by OPA appropriations. Use of this number ensures costs are properly tracked for cost recovery purposes. The actual funding used by the Cincinnati Finance Center for most small to medium-sized OPA responses comes from a national “umbrella” Interagency Agreement (IAG) between EPA and the USCG. For

longer term, and larger oil spill responses, a site-specific IAG may be required between the Region and USCG to provide funding for the response. When a site-specific IAG is used, the Region must also be granted sufficient “reimbursable authority” from EPA Headquarters Finance to cover the anticipated cost of the response. This is usually done by personnel in the Regional Management Office, but may delay the initiation of activities. For responses under the umbrella IAG, this “reimbursable authority” has already been granted to the Region.

For responses to Presidentially-declared disasters and emergencies under the Stafford Act, the Federal Emergency Management Agency (FEMA) provides funding authority to EPA through the issuance of Mission Assignments. Similar to an oil spill response, the EPA OSC, or appropriate Regional personnel, must then contact Headquarters Finance for approval of “reimbursable authority” and then the Cincinnati Finance Center to request the establishment of *reimbursable* account numbers for the activities. The *reimbursable* account numbers are then used on commitment and obligation documents to obtain goods and services for the response. Unlike CERCLA and OPA, for FEMA responses, a formal site identification number is not established. Regions may wish to use a four-digit numerical tracking system for contractors to use in the Removal Cost Management System (RCMS) and other documentation (*see Section 4.1.1.3 for more information on tracking costs using RCMS*).

Some EPA contracts, such as the START contract, are bulk-funded. This means that certain types of funding (i.e., CERCLA or OPA) are generically obligated at the contract level. The OSC should be aware that funding limitations may exist that could limit access to the START contract, or make prioritization of work necessary. When a Technical Direction Document (TDD) or Work Assignment (WA) is issued for site-related work, site-specific accounting information must be supplied to the contractor. This ensures proper cost tracking and accurate cost recovery. When using the START contract for oil spill or Stafford Act responses, site-specific funds may need to be committed by a Procurement Request (PR) and obligated to the contract through a contract modification issued by the Contracting Officer. This funding becomes available after the OSC has received the proper funding authority by either opening a FPN or receiving a Mission Assignment. Although most of the funding issues related to the START contract will be handled by the CO or PO, the OSC should always ensure sufficient funding is available on the contract before tasking the contractor with work.

2.2.2.2 Funds Commitment and Obligation

The second critical component to ensure funding of an acquisition tool is proper commitment and obligation of funds. The two most frequently used commitment mechanisms, along with common methods of obligating funds, are discussed below:

- A **Procurement Request** or PR (EPA Form 1900-8; *see Appendix 2-A of this Guide*) is typically used to fund extramural (outside the Agency) activities. The PR is a *commitment document* which reserves funding for specific goods or services. PRs are used for funding the ERRS contract (including Task Orders), Notices to Proceed, the START contract, Authorizations to Proceed for Basic Ordering Agreements, site-specific contracts, and acquisitions using the Simplified Acquisition Procedures. Each Region has an approval process

required for committing funds through a PR which may require the signature of a Branch Chief, or a Division Director or equivalent. This process may take some time to complete, so the OSC should ensure there is sufficient time for processing the PR.

Except for emergency responses where there is insufficient time, funding must be *committed* prior to being *obligated* on an acquisition vehicle, such as a contract, task order, or work assignment. (An analogy of a *commitment* is writing a check and an *obligation* is handing the check to a vendor in exchange for goods or services.) The obligation process actually freezes the committed funds and makes those funds available only to a specific vendor for a specific task(s). The *obligation document* is the actual signed or modified contract, Task Order, Notice to Proceed, Authorization to Proceed, site-specific contract, or verbal *authorization* to begin work, which is required to be followed up by a written obligating document within the time frame outlined in the contract (usually between two to five business days). Until the obligating document is issued, or a verbal authorization is given by the CO or Warranted OSC within his/her limits of authority, the contractor has not been activated and cannot begin work.

In Chapter 6 each Region needs to set forth the procedures used to ensure funds availability during an emergency response. Because of the nature of emergency response work there is not always sufficient time to commit funds prior to issuance of the obligation document. This is **not** a violation of the Agency's funds control procedures as long as the OSC or CO follows regional procedures and has determined that funds are available for the emergency response contractor services. In many Regions the Removal Manager maintains a "checkbook" and is aware, at any given moment, of the amount of available funds. OSCs and COs may issue an obligation document to respond to an emergency as long as the regional procedures for ensuring funding availability have been followed. Issuance of an obligation document for an amount in excess of available funding could create a violation of the Anti-Deficiency Act. It is important that each Region maintain strict control over the level of available funding for emergency responses.

The nature of the Superfund and Oil programs emergency response work is unique to the entire Agency. This guidance may not, in any way, be used to justify contractor work to proceed prior to the commitment of funds for any other Agency purpose.

Although not mandatory, Regions should consider have funding committed on emergency PRs as soon as funding becomes available each year to ensure availability of funds for emergency response, without risking problems related to the Anti-Deficiency Act. These emergency PRs have generic accounting information for both a CERCLA and OPA response capability. A copy of both the CERCLA and OPA PRs should be provided to the CO and warranted OSCs so that in an emergency the CO or OSC when necessary can obligate the funds and

activate contractors quickly New funding should then be committed on new emergency PRs and distributed to the CO. If site-specific account numbers cannot be set up in time to be included on the obligating documents, a modification to the obligating document will be required to change the funding designation to a site-specific tracking number.

- A **Commitment Notice** (EPA Form 2550-9) is another type of *commitment* document, normally used for IAGs (formalizing financial transactions between Federal Government agencies), grants, and cooperative agreements. A Commitment Notice is also used for funding Third Party Drafts (TPDs). On TPDs, a PR may also be required to pay for financial institution fees such as check processing fees for checks. Similar to a PR, a Commitment Notice requires an approval process that is established in each Region.

Funding procedures for purchase cards and Pollution Removal Funding Authorizations differ from those discussed above.

- Although funding of **purchase cards** may be handled slightly differently in each Region, the Cincinnati Finance Center, has primary responsible for the overall purchase card program and processing. In most Regions, funding is directly designated through the budget process for purchase card utilization. Purchase card holders must be familiar with their Regional limitations and policies. *See Section 4.1.2 for detailed information on using purchase cards.*
- **Pollution Removal Funding Authorizations** (PRFAs) are a tool used under OPA to reimburse other Federal or non-Federal agencies for assistance on an oil spill response. Using this tool, these agencies may be paid directly by the USCG for their participation in oil responses. PRFAs require the OSC to develop a Statement of Work (SOW) and a cost ceiling which is then provided to the assisting agency. Costs for work within the outlined SOW and ceiling are then reimbursed directly by the Coast Guard. *See Section 4.2.6 for detailed information on the use of PRFAs.*

2.2.3 Delegated Procurement Authority

The Superfund/Resource Conservation and Recovery Act (RCRA) Regional Procurement Operations Division of the Office of Acquisition Management delegates OSCs with limited procurement authority (a “warrant”) to provide essential goods and services during Federal response actions.

Before obtaining a warrant, OSCs must receive training to understand the limitations of their warrant authority. In addition, according to the FAR, the individual who appoints an OSC as a Warranted CO must consider education, training, business acumen, judgment, character, and reputation. It is important to understand that OSCs derive *programmatic response authority* to conduct removal actions from the NCP and then use various contracting *vehicles or tools* to exercise this authority. The OSC's programmatic response authority to initiate and conduct a

removal action comes from authority given to the President by Congress. The limited delegation of procurement authority an OSC receives after satisfactorily completing required training is one of the tools OSCs use to gain access to resources that allow them to carry out their programmatic response authority.

2.2.4 Description and Conditions for Use

After OSCs are given limited CO procurement authority, they are allowed to enter into contracts and make related determinations and findings, subject to the limitations in their warrant. Actions under this authority, including the procurement of supplies and services, must be taken pursuant to the NCP and one or more of the following statutes: CERCLA Section 104; CWA Section 311, as amended by OPA; Subtitle I of RCRA for leaking underground storage tank actions; and the Stafford Act. All actions must also be consistent with the requirements outlined in the FAR and the EPAAR.

2.2.5 Training Requirements & FAC-COTR

Warranted OSCs are considered Level II ordering officers under the Contract Management Manual (CMM), Chapter 8. In addition to being Level II ordering officers, OSCs can also be designated to serve as Contracting Officer Representatives (CORs) under the Agency's primary emergency response contracts (START and ERRS). Effective October 1, 2008, Interim Policy Notice (IPN) 09-01 (please see Appendix 2-E) implemented FAC-COTR which is the new federally mandated certification requirement for Contracting Officer Technical Representatives (COTRs; also known at EPA as CORs). The FAC-COTR program provides for certification of Contracting Officer Representatives and standardizes the competencies and training for CORs across civilian agencies.

NOTE: As October 1, 2008, the Agency's COR training requirements previously set forth in Section 42.1 of the EPA Contracts Management Manual (CMM) have been superseded by the new federally mandated training requirements.

Warranted OSCs must complete 40 hours of basic acquisition training, which includes the 32-hour OSC Warrant Course and an 8-hour Purchase Card Course. During each training cycle, OSCs must complete 40 hours of continuous learning training to maintain their FAC-COTR certification. As Level II Ordering Officers, OSCs should take a combination of acquisition related training and technical training to satisfy this requirement. The OSCs supervisor in consultation with the Office of Acquisition Management (OAM) must concur/approve all acquisition related training. OSCs must complete the required Contracting Officer's Representative (COR) on-line courses, EPA Basic Training, and elective courses, and OSC Warrant Course to receive their FAC-COTR certification and warrant. Additionally, all OSCs must complete a one-day Purchase Card training course to qualify for a purchase card.

Exhibit 2-2 summarizes the OSC Level II Contracting Officer training requirements.

Exhibit 2-2: OSC Level II Contracting Officer Training Requirements

| Required Training | Required Hours | Frequency |
|---|----------------|--|
| *On-line COR Courses | 40 hours | CORs Appointed after 6/1/08: <ul style="list-style-type: none"> - Mandatory 22 hours of FAI on-line or commercially-provided core-competency classroom training - Mandatory 8 hours of EPA Basic Training - Elective Courses 10 hours <i>*Refer to Appendix 2-E for specific training guidance</i> |
| *Purchase Card Course | 8 hours | Required one time only. |
| OSC Warrant Course | 32 hours | Initial course - one time only |
| FAC-COTR Recertification Continuous Learning Requirement | 40 hours | CORs must fulfill this training requirement each training cycle to be recertified as a COR. The current training cycle for CORs ends September 30, 2010. |

* Preferred to be completed prior to the OSC Warrant Course.

2.2.6 Acquisition Career Management Information System

All Agency CORs are required to register and track their training in the Acquisition Career Management Information System (ACMIS). The Acquisition Career Management Information System, accessible at www.acmis.gov, is the central acquisition workforce information system for all civilian agencies. ACMIS serves as the mechanism for tracking and maintaining training records in support of the FAC-COTR and EPA’s COTR training program. In accordance with OFPP Policy Letter 05-01, COTRs must enter and update their training information in ACMIS in a timely manner to reflect their current training and certification status. If COTRs experience trouble with ACMIS, please email the OAM ACMIS support team at acmissupport@epa.gov.

2.2.7 Training Resources

Office of Acquisition Management (OAM) Training Home Page

The OAM training homepage contains information related to updates on COR training requirements, training cycles, training schedules for EPA sponsored courses, forms, etc. The OAM training homepage is accessible at: <http://oamintra.epa.gov/?q=/node/18>.

The Acquisition Training System

The Acquisition Training System (ATS) is an internal database that contains training records for the following EPA delivered courses:

- Purchase Card Course
- Purchase Card Refresher Course
- Contracting Officer's Representation (COR) Training Course
- Federal Acquisition Institute's COR Mentor Program
- COR Recertification Course
- Contract Administration for Supervisors Course
- DAU On-Line Basic COR Training

The database can be used to view individual training records, print transcripts that document successful completion of the course, and to track due dates for refresher/recertification training. The Acquisition Training System is accessible at the following link: <http://dcroam05.reagan.epa.gov:9876/NATAPPS/ATS/ATSPeopleDB.nsf/>.

Appendix 2-A
Procurement Request (Form 1900-8)

**United States
Environmental Protection Agency
Washington, DC 20460**

PROCUREMENT REQUEST/ORDER

| | | | | | |
|---|--|--|--|--|--|
| 6. Signature of Originator | | 1. Name of Originator | | 2. Date of Requisition | |
| 8. Deliver To (<i>Project Manager</i>) | | 3. Mailcode | | 4. Telephone Number | |
| | | 5. Date Item Required | | 7. Recommended Procurement Method <input type="checkbox"/> Competitive <input checked="" type="checkbox"/> Other than full and open competition <input type="checkbox"/> Sole source small purchase | |
| 12. Suggested Source (Name, Address, ZIP Code, Phone/Contact) | | 9. Address | | 10. Mail Code | |
| | | 11. Telephone Number | | 13. Amount of money committed is: Original | |
| | | 14. For Small Purchases Only: Contracting Officer is authorized to exceed the amount shown in Block 26 by 10% or \$100, whichever is less. <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |

15. Approvals

| | | | | | | | |
|--|--|------|--|---|--|-------|--|
| a. Branch/Office | | Date | | d. Property Management Officer/Designee | | Date | |
| b. Division/Office | | Date | | e. Other (Specify) | | Date | |
| c. Funds listed in Block 26 and Block 14 (if any) are available and reserved. (<i>Signature and phone number of Certifying Official</i>) | | | | | | Phone | |
| | | | | | | Date | |

| | | | | | | | |
|---|--|--|--|--|--|--|--|
| 16. Date of Order: | | 17. Order Number | | 18. Contract Number (if any) | | 19. Discount Terms | |
| 20. FOB Point | | 21. Delivery of FOB Point by ON or before (Date) | | | | 22. Person Taking Order/Quote and Phone Number | |
| 23. Contractor (<i>Name, address, ZIP Code</i>) | | | | 24. Type of Order <input type="checkbox"/> a. Purchase | | Reference your quote (<i>See block 22</i>) | |
| | | | | Please furnish the above on the terms specified on both sides of this order and on the attached sheets, if any, including as indicated | | | |
| | | | | <input type="checkbox"/> b. Delivery provisions on the reverse are deleted. The delivery order is subject to the terms and conditions of the contract, (<i>See Block 19</i>) | | | |
| | | | | <input type="checkbox"/> Oral <input type="checkbox"/> Written <input type="checkbox"/> Confirming | | | |

25. Schedule

| Item Number (a) | Supplies or Services (b) | Quantity Ordered (c) | Unit (d) | Estimated Unit Price(e) | Unit Price (f) | Amount (g) | Quantity Accepted(h) |
|-----------------|--------------------------|----------------------|----------|-------------------------|----------------|------------|----------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | Total \$ | |

SFO (Max 2):

26. Financial and Accounting Data

| | DCN (6) | Budget/FY | Appropriation Code (6) | Bud Org/Cost (7) | Program Element (9) | Object Class (4) | Amount (Dollars) (Cents) | Site/Project (8) | Org/Code |
|---|---------|-----------|------------------------|------------------|---------------------|------------------|--------------------------|------------------|----------|
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | | | | | | | | | |

| | | | | | | | | | |
|--|--|--|--|---|--|--|--|-------|--|
| 27. United States of America by (<i>Signature</i>) | | | | 28. Typed Name and Phone of Contracting Officer | | | | Phone | |
|--|--|--|--|---|--|--|--|-------|--|

EPA Form 1900-8 (Rev. 5-95) Electronic and paper versions acceptable. Previous editions are obsolete.

Appendix 2-B
EPA Form 1900-65

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Appendix 2-C

Clean Water Act Delegation 89 (2-89)

CLEAN WATER ACT

2-89. Removal of Discharge or Threat of Discharge

1200 TN 312
1/19/93

1. **AUTHORITY.** Pursuant to section 311(c) of the Clean Water Act, as amended by the Oil Pollution Act of 1990 (OPA):
 - a. To remove or arrange for the removal of a discharge and to mitigate or prevent a substantial threat of a discharge;
 - b. To direct or monitor all Federal, State, and private actions;
 - c. To remove and, if necessary, destroy a vessel that is discharging or threatening to discharge;
 - d. To consult with affected trustees; and
 - e. To determine when the removal is complete.
2. **TO WHOM DELEGATED.** The authority in 1.a., 1.b., 1.c., and 1.e. is delegated to the Regional Administrators and the Assistant Administrator for Solid Waste and Emergency Response. The authority in 1.d. is delegated to the Regional Administrators and the Assistant Administrator for Solid Waste and Emergency Response, and to the Assistant Administrator for Water in those situations where EPA is coordinator of long term restoration.
3. **LIMITATIONS.**
 - a. Section 1011 of the OPA limits the authority in 1.e. to cases that involve the discharge of oil.
 - b. The authority in section 1.a. to 1.d. is to be exercised in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) and appropriate Area Contingency Plans, in order to ensure immediate and effective response.
 - c. The authority in 1.b. includes issuance of orders.
4. **REDELEGATION AUTHORITY.** This authority may be redelegated to On-Scene Coordinators.
5. **ADDITIONAL REFERENCES.**
 - a. Delegation 2-85, January 19, 1993, entitled "Administrative Orders Under Section 311(e) of the Clean Water Act."
 - b. NCP (40 CFR Part 300).

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Appendix 2-D
CERCLA Delegation 2 (14-2)

THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA)

14-2. Response

1200 TN 531
11/08/2001

1. **AUTHORITY.** To respond to any release or threatened release of a hazardous substance, pollutant, or contaminant, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Section 104, and 40 CFR Part 300, "National Oil and Hazardous Substances Pollution Contingency Plan" (NCP).
2. **TO WHOM DELEGATED.** Assistant Administrator for Solid Waste and Emergency Response (AA/OSWER) and Regional Administrators.
3. **LIMITATIONS.**
 - a. These authorities shall be exercised subject to approved funding levels.
 - b. Regional Administrators may exercise these authorities only at sites located within their respective Regions, unless there is a memorandum of agreement that authorizes cross-boundary emergency response.
 - c. Regional Administrators may select a response action. Consultation prior to selection may be required by memorandum from the AA/OSWER.
 - d. Unless waived by memorandum, the AA/OSWER must approve the use of the consistency waiver in Section 104(c)(1)(C) of CERCLA for removal actions at sites not proposed to or final on the National Priorities List (NPL).
 - e. When the emergency waiver in Section 104(c)(1)(A) is used, Regional Administrators may approve removal actions costing up to \$6 million. Regional Administrators must seek approval from the AA/OSWER for removal actions costing more than \$6 million and requiring the emergency waiver. This limitation may be waived or modified by memorandum from the AA/OSWER.
 - f. Unless waived by memorandum, the AA/OSWER must concur prior to the initiation of a removal action at non-NPL sites where the proposed action is on the List of Nationally Significant or Precedent-Setting Removal Action categories.
4. **REDELEGATION AUTHORITY.**
 - a. The AA/OSWER may redelegate these authorities to the Office Director level, or equivalent, and no further.
 - b. Regional Administrators may redelegate these authorities to the Branch Chief level, or equivalent, and no further.
 - c. Regional Administrators may redelegate to designated On-Scene Coordinators (OSCs) the authority to determine the need for emergency response and to approve and initiate removal actions costing up to \$250,000 where site conditions constitute an emergency and up to \$50,000 where site conditions do not constitute an emergency.
5. **ADDITIONAL REFERENCES.**
 - a. CERCLA, Sections 101(23), 101(24), 105, 113, 116, 117, 118, 120, 121, and 126(b).
 - b. 40 CFR 35, Subpart O, "Cooperative Agreements and Superfund State Contracts for Superfund Response Actions."
 - c. EPA Delegation 14-1, *Superfund State Contracts and Cooperative Agreements*.
 - d. EPA Delegation 14-17, *National Priorities List*.
 - e. EPA Delegation 14-22, *Response Action Administrative Record*.
 - f. EPA Delegation 14-30, *Acquisition of Property*.
 - g. Limited Contracting Officer Warrant Authority issued to designated OSCs.
 - h. "Use of Non-Time-Critical Removal Authority in Superfund Response Actions," OSWER Directive 9360.0-40P, February 14, 2000, specifying the Director, Office of Emergency and Remedial Response/OSWER will consult with the Director, Office of Site Remediation Enforcement/OECA prior to concurring on any engineering evaluation/cost analysis approval memorandum for a Fund-lead action that could exceed \$6 million.
 - i. All other directives, policy, and guidance issued by OSWER and OECA pertaining to response and consultation requirements.

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Appendix 2-E

Interim Policy Notice 09-01 Federal Acquisition Certification for COTR Implementation

Office of Acquisition Management

Interim Policy Notice 09-01
Federal Acquisition Certification for
Contracting Officer’s Technical Representative
(FAC-COTR)
Implementation

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Technical Representative Continuous Learning Points

INTRODUCTION

This Interim Policy Notice (IPN) implements the new federally-mandated certification requirement for Contracting Officer Technical Representatives (COTRs; also known at EPA as CORs). It establishes the interim processes and procedures governing EPA's structured COTR training program, and supersedes the COR training requirements set forth in Section 42.1 of the EPA Contracts Management Manual (CMM).

The Office of Federal Procurement Policy (OFPP), within the Office of Management and Budget, established the Federal Acquisition Certification for Contracting Officer Technical Representatives (FAC-COTR) program by memorandum issued on 26 November 2007. The [FAC-COTR program](#) provides for certification of COTRs and standardizes the competencies and training for COTRs across civilian agencies. Specifically, FAC-COTR requires (1) formal certification for all existing and newly-appointed COTRs, and (2) ongoing continuous learning to maintain certification.

Since the institution of FAC-COTR, the Office of Acquisition Management (OAM) has explored various options for the most efficient and effective implementation of the new federal certification requirement. Consistent with its commitment to engage in open communications with customers, OAM afforded Agency stakeholders an opportunity to provide their input and views on COTR training needs within the larger FAC-COTR framework.

Based on the feedback received, and on OAM's independent assessments, OAM is in the final stages of formalizing a detailed COTR training policy and program that will be incorporated in Section 42.1 of the CMM. This IPN provides the interim implementation of the program pending the final amendments to the CMM. This IPN is effective **1 October 2008**, and will remain in effect until the proposed CMM changes undergo the required Agency's Directive Clearance process and are adopted as final.

This IPN details the requirements for COTR training and certification, including information on the COTR Basic training changes, earning Continuous Learning Points (CLP), tracking CLPs via the Acquisition Career Management Information System (ACMIS), obtaining the FAC-COTR for both existing and prospective COTRs, and maintaining the FAC-COTR certification.

As part of our continuing efforts to enhance the proficiency and skills currency of the Agency's COTR community, OAM will continue to partner with Agency stakeholders to identify and develop additional results-oriented, agency-specific training opportunities for COTRs. It will also continue to work closely with COTRs to provide guidance and recommendations on other training courses and

options to strengthen COTR competencies. These additional efforts will further facilitate the proper management of the Agency’s resources at all phases of the acquisition life cycle.

Section 1 – Overview of FAC-COTR Program

1.1 Background

The Services Acquisition Reform Act of 2003, P.L. 108-136, expanded the definition of acquisition workforce to include functions performed by COTRs, such as requirements development, performance management, and technical direction. OFPP Policy Letter 05-01 built upon this broader definition of acquisition workforce and required the Federal Acquisition Institute (FAI) to make recommendations for a program and project management certification program. By memorandum issued on 26 November 2007, OFPP establishes FAC-COTR as a structured training program for COTRs. The program is intended to provide uniform competencies and training across civilian agencies. This IPN implements the requirements of FAC-COTR. It prescribes general COTR training requirements to ensure the high-quality, competency, proficiency, and accountability of the Agency’s COTR community.

1.2 Core Competencies

FAC-COTR consists of competency-based core training and other agency-specific courses and/or electives to achieve and maintain certification. The OFPP identified core competencies, as set forth in Figure 1 below, include both professional business and technical competencies.

Figure 1: Core Competencies for Contracting Officer Representatives

| | |
|---|---|
| <ul style="list-style-type: none"> • Oral Communication • Decision-Making • Teamwork • Problem solving • Attention to Detail • Reasoning • Flexibility | <ul style="list-style-type: none"> • Interpersonal Skills • Self Management/Initiative • Integrity/Honesty • Planning and Evaluating • Influencing and Negotiating • Writing • Project Management |
| <ul style="list-style-type: none"> • Understanding COTR duties, responsibilities and obligations • Effective Communication of Contract Requirements • Effective Performance Management • Strategic Planning • Detailed Evaluation Skills | <ul style="list-style-type: none"> • Defining Business Relationships • Understanding the Marketplace • Effective Communication • Defining Government Requirements in Commercial/Non-Commercial Terms • Effective Negotiation and Analytical Skills |

1.3 FAC-COTR Training Requirements

The FAC-COTR program requires formal certification for all existing and newly-appointed COTRs at civilian agencies. It also requires ongoing continuous learning to maintain skills currency and certification. To obtain initial certification, COTRs must earn a total of 40 hours of training. Twenty-two of the required 40 hours of training must cover the above core competencies. Certified COTRs must earn a minimum of 40 CLPs every two years to maintain certification. Generally, one CLP is equivalent to one hour of training.

Note: As OAM works towards implementing the subject OFPP guidance, it has created a three-year “transition cycle” from 1 October 2007 – 30 September 2010. Therefore, any FAC-COTR obtained as a result of this IPN is valid until 30 September 2010. All subsequent cycles will be two years (e.g., 1 October 2010 – 30 September 2012)

1.4 Applicability

FAC-COTR applies to all individuals appointed COTR responsibilities, including monitoring contractor performance and administering contracts. These individuals are authorized in writing by the agency Contracting Officer (CO) to perform prescribed administrative and/or technical functions with respect to contracts, simplified acquisition purchase orders, and orders placed under General Services Administration Multiple Award Schedule Contracts, Government-wide Acquisition Contracts, and Multi-Agency Contracts.

Section 2 – EPA Implementation of Certification Requirements

2.1 General Framework

To realign EPA’s COTR training program to meet the FAC-COTR requirements, EPA requires a combination of mandatory government-wide and Agency-specific courses to ensure basic COTR competency. To further enhance COTR knowledge and skills currency, EPA’s COTR training program embraces the full suite of available elective online training and live instruction by EPA and commercial providers. This flexibility will provide comprehensive training opportunities to promote effective performance of COTR-delegated contract management responsibilities.

2.1.1 Definition of Existing COTR

An “existing COTR” is defined as any employee who has passed one of the following four offerings prior to 1 June 2008:

- 1 - the 3-day classroom OAM Basic COR course (24 hours);
- 2 - the former FAI COR Mentor online course (24 hours);

- 3 - the five online courses from FAI/ DAU (22 hours) identified in Appendix A, or
- 4 - one of the commercial core-competency courses identified in Appendix A.

EXISTING COTRs GENERALLY MEET THE OFPP REQUIREMENT FOR FAC-COTR, AND WILL BE CERTIFIED BASED ON EACH COTR'S EARLIER TRAINING RECORD

2.1.2 Definition of Transitional COTR

A "transitional COTR" is defined as a COTR who has taken #1, #3 or #4 identified in 2.1.1 between 1 June 2008 and 30 September 2008. Individuals who took either #3 or #4 must complete the mandatory 8 hours of EPA Basic Training (Section 2.2B) by 31 March 2009; those who took #1 already meet the requirements.

2.1.3 Definition of New COTR

A "new COTR" is defined as a COTR who takes either #3 or #4 identified in 2.1.1 and the mandatory 8 hours of EPA Basic Training (Section 2.2B) on or after 1 October 2008.

A summary of the training requirements for each of these three COTR categories is provided in Figure 2 below.

2.2 Requirements to Obtain Certification

To obtain FAC-COTR certification, COTRs must earn a minimum of 40 hours of training.

- Existing COTRs generally meet the OFPP requirement for FAC-COTR and will be certified based on each COTR's earlier training record.

- Transitional COTRs have already completed the total of 22 hours of mandatory core competency and are eligible to be appointed to perform COTR responsibilities, although they will not be eligible for FAC-COTR certification until completion of the 8 hours of EPA-specific basic training and remaining training in elective courses.

- New COTRs must complete the total of 22 hours of mandatory core-competency and 8 hours of EPA-specific basic training before being eligible to be appointed to perform COTR responsibilities. New COTRs must complete the remaining training in elective courses before being eligible for FAC-COTR certification.

Specifically:

- (A) Mandatory Core Courses: New COTRs must complete either #3 or #4 identified in 2.1.1. (Transitional COTRs have already completed this requirement between 1 June 2008 and 30 September 2008.)
- (B) Mandatory EPA-Specific Course: Transitional and new COTRs must complete a NEW mandatory 8-hour EPA-specific basic course entitled "EPA Basic Contracting Officer Technical Representative Training." New COTRs must complete either #3 or #4 described in (A) above before they are eligible to take this mandatory 8-hour training. Transitional COTRs must complete this mandatory 8-hour training by 31 March 2009.
- (C) Required Training in Elective Courses: Transitional COTRs must complete the remaining training hours in any of the elective courses or other training activities identified in Appendix B by 31 March 2009. New COTRs must complete the remaining training hours within 6 months from the date of completion of (B) above.

NOTE TO TRANSITIONAL COTRS: Transitional COTRs must complete the mandatory 8-hour training and remaining training hours by 31 March 2009. Any transitional COTR who has not completed both of these requirements by 31 March 2009 will have their COTR appointment eligibility rescinded as of 1 April 2009 unless a waiver is granted pursuant to Section 3.3 of this IPN. Any rescission will remain in effect until the COTR has completed both requirements, at which point their appointment eligibility will be reinstated.

Figure 2: Application of Requirements for Obtaining Certification

| New EPA COTR Training Requirements for prospective COTRs after 1 October 2008 (Section 2.1.3) | Compliance for existing COTRs as defined in Section 2.1.1 | Compliance for transitional COTRs as defined in Section 2.1.2 |
|---|---|---|
| 1) Mandatory 22 hours of FAI online or commercially-provided core-competency classroom training (Appendix A) | N/A as existing COTRs generally meet the OFPP requirement for FAC-COTR, and will be certified based on subject earlier training record. | 1) N/A as transitional COTRs have taken either #3 or #4 identified in Section 2.1.1 between 1 June 2008 and 30 September 2008. |
| 2) Mandatory 8 hours of EPA Basic Training (Section 2.2B) | N/A as existing COTRs generally meet the OFPP requirement for FAC-COTR. | 2) Mandatory 8 hours of EPA Basic Training (Section 2.2B) must be completed by 31 March 2009. |
| 3) Upon completion of 1) and 2) above, new COTRs are eligible to be appointed as COTRs, and remaining hours of elective courses or other training (Appendix B) must be completed within 6 months of completing the mandatory 8-hour EPA basic training course. Upon completion of remaining elective hours, eligible for certification. | N/A as existing COTRs generally meet the OFPP requirement for FAC-COTR. | Transitional COTRs are eligible to be appointed by virtue of having taken either #3 or #4 identified in Section 2.1.1 between 1 June 2008 and 30 September 2008. Mandatory 8 hours of EPA Basic Training (Section 2.2B) and remaining hours of elective courses (Appendix B) must be completed by 31 March 2009. Upon completion of mandatory 8 hour EPA Basic Training and remaining elective hours, eligible for certification. |

2.3 Requirements to Maintain Certification

To maintain certification, COTRs must earn a minimum of 40 CLPs every two years after receiving initial FAC-COTR certification. All existing COTRs who have kept their OAM COR training current, have a registered ACMIS account, and have a total of 40 CLPs (previous COTR training included) were granted FAC-COTR certification on 30 September 2008. Any training required to obtain needed competencies can count towards the continuous learning requirement for current COTRs. To satisfy this 40 CLP requirement, COTRs may take a NEW optional one-day EPA COTR Refresher course equal to 8 CLPs. The remaining

32 CLPs (or 40 CLPs if the refresher course is not taken) may be satisfied in part through any of the elective training activities listed in Appendix B (note: the list of FAI online courses provided in Appendix B is not an exhaustive list of available online courses).

Section 3 –Certification Oversight and Administration

3.1 Acquisition Career Management Information System

The Acquisition Career Management Information System (ACMIS), accessible at www.acmis.gov, is the central acquisition workforce information system for all civilian agencies. ACMIS serves as the mechanism for tracking and maintaining training records in support of the FAC-COTR and EPA's COTR training program. In accordance with OFPP Policy Letter 05-01, COTRs must enter and update their training information in ACMIS in a timely manner to reflect their current training and certification status. If COTRs experience trouble with ACMIS, please email the OAM ACMIS support team at acmissupport@epa.gov.

3.2 Certification Process

Until OAM adopts a fully-automated certification process, eligible COTRs who were not certified on 30 September 2008 and who are engaged in COTR activities must notify the EPA's Acquisition Career Manager (ACM, designated as Director, PTOD, OAM) of compliance with the certification requirements. The notification must be submitted by email to FAC-COTRcert@epa.gov. The specific notification and certification decision process is as follows:

- A. Contents of Notice: COTRs must verify in their notice that their ACMIS record demonstrates FAC-COTR eligibility. The notice must include evidence that the COTR completed the required hours of elective courses or training activity, including such evidence as a copy of the certificate of attendance, certificate of completion, training authorization, statement of supervisory approval of experiential training, or any other documentation demonstrating participation in the training. Each COTR is responsible for maintaining evidence of course completion or participation in training activities for internal management control purposes.
- B. Decision Process: Upon receipt of the notification of FAC-COTR compliance, the COTR's ACMIS training record will be reviewed to confirm compliance with the training requirements. The ACM will issue a FAC-COTR certificate if the COTR is determined to be eligible for certification. If the COTR is deemed ineligible, the ACM will provide an electronic notification of ineligibility to the COTR explaining the reasons he or she was determined ineligible.

3.3 Deferment

[Note: 3.3.1 and 3.3.2 distinguish between “appointment eligibility” and “certification eligibility.” The former refers to a COTR’s eligibility to be appointed by a CO to act as a COTR under a specific contract. The latter refers to a COTR’S eligibility to be FAC-COTR-certified by the ACM.]

3.3.1 Deferment of appointment eligibility for transitional and new COTRs

Section 2.2 and Figure 2 discuss the requirements for transitional and new COTRs to be eligible for COTR appointment. If exigent circumstances require the immediate appointment of a transitional or new COTR who is ineligible for COTR appointment, the COTR’s immediate supervisor must request a deferment of the appointment requirement. Transitional and new COTRs may request up to two three-month deferments, for a total of six months. The request must be submitted in writing to the OAM Acquisition Policy and Training Service Center (APTSC) Manager and must be routed through the respective CO for concurrence. The deferment request shall address:

- a. The subject COTR’s relevant experience;
- b. The relevant training the COTR has completed to date;
- c. The reason why there is an immediate need to appoint the COTR; and
- d. The COTR’s plans to fulfill the remaining training requirements necessary for appointment eligibility.

The CO will review the deferment request. If the CO concurs, he or she will so indicate and forward the request to the APTSC Manager for approval. Upon approval, if the COTR does not obtain appointment eligibility and subsequent appointment by the CO within the subject three- or six-month period, he or she will be ineligible to perform as a COTR until completion of the remaining appointment eligibility requirements and subsequent CO appointment.

3.3.2 Deferment of certification eligibility for COTRs

Section 2.2 and Figure 2 discuss the requirements for transitional and new COTRs to be eligible for FAC-COTR certification. Transitional and new COTRs who do not meet these requirements may request a three-month deferment of certification compliance. The request must be submitted in writing to the APTSC Manager for concurrence and the ACM for approval, via email to FAC-COTRcert@epa.gov. The deferment request shall address the COTR’s plans to fulfill the remaining training requirements necessary for certification eligibility. Transitional and new COTRs may request up to two three-month deferments, for a total of six months. Once approved, if the COTR does not obtain certification from the ACM within the subject three- or six-month period, he or she will be

ineligible to perform as a COTR until completion of the remaining certification requirements and subsequent ACM certification.

/s/

John C. Gherardini III
Acting Director
Office of Acquisition Management

Appendix A

FAI Free Online Core Competency Courses

The following five courses satisfy the mandatory core competency training requirement and are available online. Both the title and course number are provided for reference. These courses can be accessed by registering at [FAI](#).

- CLC106 – COR with a Mission Focus (8 CLPs)
- CLM024 – Contracting Overview (8 CLPs)
- CLC004 – Market Research (3 CLPs)
- CLM003 – Ethics Training for Acquisition Technology and Logistics (2 CLPs)
- CLC007 – Contract Source Selection (1 CLP)

Commercial Core Competency Courses

Any one of the following commercial courses satisfies the mandatory core competency training requirement and also can be used for maintenance CLPs. If you want to use a provider who is not listed below, OAM must review the provider's material BEFORE you take their class. There are specific competencies that must be covered for the course to count towards your FAC-COTR.

| SOURCE | Courses (could be used for Basic training or CLPs) | WEBSITE | # of DAYS | CLPs |
|---|--|--|-----------|------|
| Atlantic Management Center, Inc (AMCI) | Contracting Officer (Technical) Representative (COR/COTR) | www.amciweb.com | 3 | 24 |
| Business Management Research Associates (BMRA) | Contracting Officer Representative/Contracting Officer Technical Representative | www.bmra.us/index.htm | 5 | 30 |
| Department of Interior University (DOIU) | Contracting Officer Representative Course (CORs, COTRs): Basic Certification | www.doiu.nbc.gov | 5 | 40 |
| Gonzales-McCaulley Investment Group Inc. (GMIG) | Contracting Officer's Representative, Contracting Officer's Technical Representative/BPO/Refresher | www.gmig.org | 5 | 40 |
| Government Horizons Inc. | Critical Roles and Responsibilities of the Contracting Officer Representative/Technical Representative | www.governmenthorizons.org | 3 | 24 |
| Management Concepts (MCI) | Contracting Officer's Representative Course | www.managementconcepts.com | 5 | 40 |
| Northwest Procurement Institute Inc (NPI) | COR/COTR Certification Course | www.new.npi-training.com | 5 | 40 |
| USDA Graduate School | Contracting Basics for COTRs | www.grad.usda.gov | 3 | 24 |
| USDA Graduate School | Comprehensive COTR Workshop | www.grad.usda.gov | 5 | 40 |

Appendix B

Guidance for Contracting Officer Representative Continuous Learning Points

These guidelines reflect the Office of Federal Procurement Policy's best-in-practice recommendations for continuous learning. Agencies retain flexibility and supervisors remain responsible for working with CORs to identify those activities and opportunities of greatest benefit to the professional development of an individual COR. The training, professional activities, education and experience that are used to meet the CLP requirements must be job related.

Training

1. Completing awareness training. Periodically agencies conduct briefing sessions to acquaint the workforce with new or changed policy. Generally, no testing or assessment of knowledge gained is required.
2. Completing learning modules and training courses. These may be formal or informal offerings from a recognized training organization, including in-house training courses/sessions, which include some form of testing/assessment for knowledge gained.
3. Performing Self-Directed Study. An individual can keep current or enhance his or her capabilities through a self-directed study program agreed to by the supervisor.
4. Teaching. Employees are encouraged to share their knowledge and insights with others through teaching of courses or learning modules.
5. Mentoring. Helping others to learn and become more productive workers or managers benefits the agency and the individuals involved.

Professional Activities

1. Participating in Organization Management. Membership alone in a professional organization will not be considered as fulfilling continuous learning requirements, but participation in the organization leadership will. This includes holding elected/appointed positions, committee leadership roles, or running an activity for an organization that one is permitted to join under current ethics law and regulation. The employee and supervisor must first ensure that participating in the management of an organization is allowed by the agency.
2. Attending/Speaking/Presenting at Professional Seminars/Symposia/Conferences. Employees can receive points for attending professional seminars or conferences that are job related. However, the supervisor needs to determine that the individual learned something meaningful from the experience. Because significant effort is involved in preparing and delivering presentations, credit should be given for each hour invested in the preparation and presentation.

3. Publishing. Writing articles related to acquisition for publication generally meets the criteria for continuous learning. Points will be awarded only in the year published. Compliance with agency publication policy is required.
4. Participating in Workshops. Points should be awarded for workshops with planned learning outcomes.

Education

1. Formal training. Supervisors should use Continuing Education Units (CEUs) as a guide for assigning points for formal training programs that award CEUs. The CEUs can be converted to points at 10 CLP points per CEU.
2. Formal academic programs. For formal academic programs offered by educational institutions, each semester hour is equal to one CEU. A three-hour credit course would be worth three CEUs and 30 CLP points, assuming that it is applicable to the acquisition function.

| SAMPLE ACTIVITIES | RECOMMENDED NUMBER OF HOURS |
|--|---|
| Active Association Membership (in relevant subject area such as program/project management, acquisition management, or appropriate technical area) | 5 hours for an active membership year OR 1 hour for each 60 minutes of activity attended during the year |
| Publication of related contract management papers. | 20 hours for articles |
| Formal rotational assignments relating to acquisition | 40 hours per assignment |
| Conference presentations, training or seminar delivery relating to acquisition | 2 hours for 60 minutes of first-time presentation (1 for presentation, 1 for preparation, .5 credit for repeat delivery of same material) |
| Team leadership activities, participation on project teams for new products/activities related to acquisition | 1 hour for every 60 minutes of participation |
| Formal education (in relevant subject area such as program/project management, acquisition management, or appropriate technical area) | 1 hour for each hour of instruction up to 36 hours for a 3 credit course or American Council on Education (ACE) recommendation |
| Professional examination, license, or certification | 40 hours in the year obtained |
| 1 Continuing Education Unit (CEU) | 10 hours |

To reduce your burden to find CLPs in the time allotted, we recommend the following free, web-based on-line courses from FAI. Note that if you used the online courses for COR Basic training, the Basic courses are among those listed below and you may not take the same courses twice.

| <u>Course Number</u> | <u>Course Title</u> | <u>CLPs</u> |
|----------------------|-----------------------------------|-------------|
| CLM 003 | Ethics (must be taken first) | 2 |
| CLM 024 | Contracting Overview | 8 |
| CLC106 | COR with a Mission Focus | 8 |
| CLC 004 | Market Research | 3 |
| CLC 007 | Contract Source Selection | 1 |
| CLC 011 | Contracting for the Rest of Us | 2 |
| CLC 013 | Performance-Based Services | 6 |
| CLC 007 | Contract Source Selection | 2 |
| CLC 018 | Contractual Incentives | 3 |
| CLC 132 | Organizational COI | 1 |
| CLC 008 | Indirect Costs | 1 |
| CLC 009 | Serv. Disabled Vet Owned Sm. Bus. | 1 |

Instructions for registering for FAI classes can be found [through the FAI website](#).

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Chapter 3

Contracting Fundamentals

Chapter 3. Contracting Fundamentals

3.1 Statement of Work/Performance Work Statement

Writing statements of work (SOWs)/performance work statement (PWS) is an important task performed by the OSC. SOWs/PWSs are required for virtually all of the tools outlined in this Guide. The only tools not requiring SOWs/PWS are purchase cards, Third Party Drafts, and Treasury Checks. A good SOW/PWS provides the necessary foundation for EPA to obtain supplies and services at a fair and reasonable cost and to get the best product or service on time and within budget. All SOWs/PWSs for Task Orders, Technical Direction Documents, and similar ordering documents must fall within the scope of the overall SOW for the contract under which they are issued. The SOW/PWS provides the framework for communications between the OSC and the contractor. Good communication between the OSC and the contractor ensures that both parties understand the assignment and the planned approach.

When site or project conditions change, a modification to the original SOW/PWS may be required. In this case, the OSC should draft the requested changes and provide them to the FCS 1102 CO for that contract for review. The CO will then modify the contract or ordering documents to reflect the change. The OSC should also be aware of the value of placing interim deadlines for work products, especially when the required end product is a report or something outside the normal end product for that contractor. Interim deadlines, such as a draft report, a summary outline, or the first chapter of a report, may help assure the OSC that the contractor understands the task and is on track for completing the task on schedule and within budget.

A SOW/PWS should be broad enough to allow contractor innovation and at the same time define the contractor's obligations to ensure that the government achieves its objective. The OSC is responsible for writing a SOW/PWS which clearly defines the work to be performed, contains all required information, does not allow personal services or inherently governmental functions, and is within the scope of the contract. All questions on how to write a SOW/PWS should be directed to the cognizant FCS 1102 CO.

The following phrases or terms should be avoided when writing SOWs/PWSs:

- *“Perform other tasks as authorized/directed by the OSC”* This is too broad and leaves the potential for personal services.
- *“Assist”* This word does not adequately define the work's terms or its range of depth. Spell out explicitly what the contractor must do.
- *“As required”* This phrase results in an undefined work condition. While the nature of the Removal Program is such that the OSC usually does not know exactly what will be required at a site, the OSC should try to be as specific as possible under the particular circumstances onsite.

- “*As applicable/as necessary*” If the government does not know what is necessary or applicable, it must not leave the contractor with the responsibility for determining the minimal needs of the contract. The SOW/PWS should forthrightly state the requirements so that contractors can comply with them using their best efforts and expertise to accomplish the tasks. Alternative language could include reference to additional details to be provided by the OSC via Daily Work Orders or other technical direction during site operations.

- “*Support*” This term is ambiguous. The type of support should be specified.

Chapter 21 of the Contracts Management Manual (CMM) provides detailed guidance on writing statements of work. A major focus of this CMM chapter is on how to write SOWs/PWSs using Performance Based Service Contracting (PBSC) principles. *See Section 3.2 for general information on PBSC and CMM Chapter 21 for detailed guidance on writing Performance Work Statements.*

3.2 Performance Based Contracting

The Executive and Legislative Branches of Government have been emphasizing the use of commercial business practices. Private industry has for years written contracts with each other using performance-based service contracts (PBSC) and SOWs. The idea is that using PBSC leads to less expensive, competitive pricing and ties a contractor’s motivation and performance to time and cost. EPA has agreed with OMB to work towards using PBSC SOWs in their contracts.

PBSC techniques include the following key elements:

- C Focus on the outcome, rather than how to do the work, and allow the contractors the freedom to determine how to meet the performance objectives;
- C An incentive/disincentive plan for exceeding/missing requirements; and
- C A quality plan to define performance indicators the government will use to measure acceptance.

The decision whether to employ PBSC techniques hinges on how well EPA has characterized the site. EPA must have a very thorough understanding of the levels and types of contamination, and the work to be performed to make PBSC a viable contracting alternative. Performance-based contracting has worked best in sites that involved repetitive actions, such as residential cleanups or treatment of well characterized soil or liquid. The repetitive nature allows contractors to:

- C Establish a fixed price per property;
- C Perform concurrent site cleanups; and
- C Devise ways for improving the level of efficiency.

In structuring an incentive/disincentive plan, careful attention should be paid to the effects of the incentives/disincentives. For example, creating an incentive to complete a project in an aggressive time frame may result in poor quality work products. This type of incentive should be balanced with other incentives to ensure high quality performance.

The advantages of PBSC include:

- C Cheaper and faster cleanups;
- C Puts burden on contractor rather than government;
- C Requires explicit performance measures; and
- C Ties performance to time and cost incentives to motivate contractors.

The new generation of ERRS contracts (ERRS III) were designed as performance based contracts and have Award Term performance incentives. If the contractor performs high quality work, the contract can be extended. Historically ERRS contract extensions were based on Agency need - options - and were not directly tied to contractor performance (unless the work was unsatisfactory). Performance based extensions also have the potential of extending the contract for a longer period than with the option based contract (- contract will be competed less frequently).

As a result of basing contract extensions on performance, the COTRs' evaluation of contractor performance is critical, and they have a responsibility to ensure that there is accurate and well documented justification for ratings provided for the sites/projects they monitor.

Frequently, the evaluation criteria are the same as those used historically in the CPS/NIH Task Order evaluation forms:

- C Quality of Product or Service
- C Cost Control
- C Timeliness of Performance
- C Business Relations

See Chapter 21 of the Contracts Management Manual for detailed guidance on PBC.

3.3 Price Objectives and Cost Analysis

Before work is issued to a contractor, the OSC must determine what is considered to be a fair and reasonable price for the stated work requirements. An Independent Government Cost Estimate (IGCE) is a requirement for any procurement above the simplified acquisition threshold (currently \$100,000) unless required by the FCS 1102 CO for lesser amounts. However, OSCs are strongly encouraged to develop IGCEs for all contract work. The OSC is responsible for preparing an IGCE because the projections represent a monetary interpretation of the technical requirements outlined in the SOW. In emergency situations when an oral authorization to begin

work is given to a contractor, an IGCE should be prepared, along with other required documentation, within five working days or as specified in the contract.

Commercially available cost projection or spreadsheet software may be used to generate an IGCE. OSCs may also choose to use the Removal Cost Management System (RCMS) Cost Projection Module to generate the IGCE, especially for Task Orders under the ERRS contract. The RCMS Cost Projection Module has specific labor and equipment rates, and indirect costs established under the Region's ERRS contract loaded direction into the program. *See Section 4.1.1.3 of this document for additional information regarding the use of the RCMS Cost Projection Module.*

In preparing an IGCE, it is useful to define the various elements of contractor costs. The three major categories are:

1. **Direct Costs** are directly identifiable to a specific project. They include direct labor, equipment, and materials. In determining direct labor costs, consideration must be given as to whether the required labor may be governed by the Service Contract Act (SCA) or the Davis Bacon Act (DBA). The SCA and DBA are Federal labor statutes that require employers to pay minimum wage rates for certain types of work. *See Section 3.10 of this Guide for additional information regarding contract labor provisions.* With fixed labor and equipment rate contracts (such as most of the regional ERRS contracts), indirect costs and profit are included in the direct cost rates.

Other Direct Costs (ODCs) are a subcategory of direct costs. These are items such as couriers, copying, materials, travel, and lodging, and subcontracted services such as off-site analytical services, and transportation and disposal. ODCs have general and administrative costs (G & A) added to them by the prime. Depending on the contractor's accounting system, ODCs may have general and administrative (G&A) costs or material handling costs added as a percentage of the actual costs of the ODCs. OSCs should check with the FCS 1102 CO to determine the appropriate percentage to apply when preparing IGCE's.

2. **Indirect costs** are not directly identified with a specific project or contract, but are necessary for the work to be done (for example, overhead and G&A). Indirect costs are included in the fixed loaded labor and equipment rates on the ERRS contracts. On cost reimbursement contracts, indirect costs should be taken into account when preparing IGCEs for work to be ordered. The OSC should contact the 1102 FCS1102 to determine the appropriate indirect rates and how these rates should be applied.
3. **Fees** are the profits companies receive for performing work. For estimating purposes only, the fee amount can be approximately by applying a percentage of the total hours expected to be ordered. OSCs should check with the FCS 1102 CO to determine the type of contract being used and the appropriate percentage to apply when preparing an IGCE.

3.3.1 Estimating Direct Costs

The procedure for estimating direct labor and equipment is as follows:

1. Identify and list the major SOW tasks across the top of the page. These tasks should be the same as in the SOW, but should be further broken down, whenever practicable, into subtasks.
2. List the expected personnel labor and equipment categories. These may be obtained from the CO, PO, from reviewing the contract, or previous Task Orders or similar ordering documents issued under the contract.
3. Estimate the hours required by each personnel labor category and for each piece of equipment to perform each task. Consider:
 - The length of the task;
 - The particular work activities required;
 - The number of people, full- or part-time, expected to be required; and,
 - Requirements for equipment usage.
4. Sum up the labor by task to estimate the total labor hours by personnel labor category for the entire project. Sum up the total number of hours/day required for equipment including down times when it is not economically feasible to demobilize the equipment.
5. Multiply total labor hours and equipment hours/days usage time by the pre-negotiated rates or rates determined to be reasonable based on past work, estimates from vendors, or other sources.
6. Sum all the total labor and equipment costs to determine the overall estimated direct costs for the project.

3.3.2 Estimating Other Direct Costs (ODCs)

Some ODCs such as copying, telephones, computer time, miscellaneous supplies, and postage may be estimated by applying a factor to the total loaded labor costs based on the estimate included in the cost proposal or the cost experience on the contract. The application of a percentage factor of 5 - 10% is usually sufficient to cover these costs. Other ODCs such as transportation and disposal (T & D), analytical services, and travel costs may represent a large portion of the overall project costs and, therefore, it is usually recommended that these costs be broken out separately.

Transportation and disposal is often the largest cost category on a particular project. It is very important to use historic information, market surveys, RCMS archives data, the Internet, or other similar sources to obtain accurate cost information for an IGCE.

3.4 Subcontract Review and Consent

Warranted OSCs have the following authority under their DPA:

“During an emergency response or other removal action where the above-named OSC documents an urgent need which requires EPA subcontract consent to avoid negatively impacting the removal action, the above-named OSC, acting as a CO, is authorized to grant subcontract consent, consistent with existing terms and conditions of the EPA’s prime contract, up to an amount not to exceed \$200,000 if the FCS 1102 CO cannot be contacted or cannot provide the required EPA subcontract consent within a reasonable time frame. Within five business days after granting EPA subcontract consent, the above-named OSC will transfer all paperwork and information relevant to the subcontract consent to the cognizant FCS 1102 CO for the official contract file.”

The above authority clearly gives the OSC to authority to grant subcontract consent in emergency situations. To be prepared for this potential action, OSCs should learn when consent is required on the various contract vehicles available to them because consent requirements vary by type of contract. Generally, if a contractor has an approved purchasing system, consent is only required for certain types of subcontracts or subcontracts over a certain dollar limit. OSCs should review the “Subcontracts” clause for the specific types and dollar thresholds of subcontracts that require consent and consult their FCS 1102 CO with questions. Even when consent is not required, advance notification of intent to subcontract is usually required by the subcontracts clause.

Because the Emergency and Rapid Response Services (ERRS) contracts are the OSC’s most readily available tool for emergency and time critical responses, the subcontract consent requirements for the ERRS contract are provided below:

“If the contractor does not have an approved purchasing system, consent to subcontracts for ERRS contracts is required for:

- C Cost-reimbursement, time-and-materials, or labor-hour subcontracts; and,
- C Fixed price subcontracts that exceed either the simplified acquisition threshold (currently \$100,000) or five percent of the total estimated cost of the contract.”

Consent requirements for site specific contracts, START or other contracts may differ and OSCs should familiarize themselves with those other consent requirements. The remainder of this section provides general information about subcontract consent for subcontracts issued by the prime or team subcontractors.

A subcontractor is any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor. Subcontract consent is a requirement set forth in the FAR 44 and is important for the following reasons:

- C It is required by FAR Part 44;

- C It protects the government's interests when the interest is not protected by the type of contract or adequate price competition;
- C Many contracts compensate for subcontracted costs to the prime contractor on a cost reimbursement basis; and,
- C The government promotes competition and, in this way, ensures that the public funds are dispersed as broadly as possible.

**Roles and Responsibilities in
Subcontract Review and Consent**

| Individual | Role in Subcontract Review and Consent |
|---------------|---|
| FCS 1102 CO | <ul style="list-style-type: none"> C Ensures prime contractor's notification of intent to subcontract contains all necessary information. C Consents to issuance of subcontracts in writing. |
| Warranted OSC | <ul style="list-style-type: none"> C Reviews proposed subcontracts for technical adequacy and cost reasonableness. C Provides recommendation regarding subcontract consent to FCS 1102 CO. C In emergency situations, consents to issuance of subcontracts. C Transfers all paperwork to the 1102 CO within 5 business days of consent. |
| PO | <ul style="list-style-type: none"> C If requested, assists CO or Warranted OSC in reviewing subcontractor's proposal for technical adequacy and cost reasonableness. |
| Contractor | <ul style="list-style-type: none"> C Provides reasonable advance notification of intent to issue a subcontract and provides all necessary documentation. C Submits proposed subcontract and provides reasonable time for the OSC/CO to review package and give consent.. |

There are two basic types of subcontractors:

1. **Team subcontractors.** These are subcontractors included in the prime contractor's proposal and part of the prime contractor's team. Team subcontractors may be used by the prime contractor to work on any assignment that the prime deems appropriate. Team subcontractors are authorized in the contract during contract negotiations with the prime contractor and the prime needs no further EPA consent to use them. (OSCs may be asked to review the proposed use of a team subcontractor for its technical qualifications during the pre-award process.) OSCs should know the names of the team subcontractors.

2. **Non-Team subcontractors.** These are subcontractors with specialized services not currently part of the prime contractor's team. Non-team subcontractors are used by the prime contractor on an as-needed basis only, and should be procured competitively by the prime. The subcontracts are governed by the requirements in the subcontracts and subcontract consent clauses of the contracts.

All subcontracts must be within the scope or terms of the prime contract. The prime contractor's notification of intent to subcontract must contain all of the relevant information listed in the checklist provided in Appendix 4-D. And, as discussed in Section 3.7 under "*Prohibited actions related to subcontracting*", subcontractor selection must never be directed by EPA.

Requests to subcontract must demonstrate that the price for the proposed subcontract is reasonable. The CO/Warranted OSC should consider:

- Whether the contractor obtained adequate competition or justified its absence?
- A wide disparity in prices may indicate a lack of understanding of the requirement.
- If past pricing history is used to justify the price, consider whether or not these reflect current market prices.
- Investigate frequent use of a subsidiary of the prime to ensure the integrity of the subcontract bidding process.
- Make sure all factors are taken into account for pricing (i.e., transportation, shipping, etc.)

The following three-step process should be followed during review and consent to the issuance of a subcontract.

Step 1 - Prime Contractor Submits Notice of Intent to Subcontract

Section 52.244-2 of the FAR requires the prime contractor to give reasonable advance notification to the CO/OSC of the intent to subcontract. The subcontract consent package should contain all the information required by the FAR, as well as any special requirements of the contract. Provided all the appropriate documentation is furnished, it is the CO/Warranted OSC's responsibility to review and provide consent to the prime to enter into a subcontract. By consenting to a subcontract package, the CO/Warranted OSC is not approving the terms of the subcontract or price or the allowableness of any costs under the subcontract. The subcontract consent does not relieve the prime contractor of any contractual or legal obligation.

Step 2 - CO/OSC Decides Whether to Consent to Issuance of Subcontract

Only the CO/Warranted OSC (up to the delegated level of authority) can give consent for a subcontract. The CO/Warranted OSC makes the ultimate consent decision in the form of a signed written letter to the contractor (or other mechanism acceptable to the Contracting Officer). The CO/Warranted OSC reviews the request and supporting documentation and considers all of the factors listed in FAR 44.202-2, as well as other factors that should be addressed by the prime in the request to subcontract.

The prime contractor can utilize a sole source subcontract, if appropriate, provided documentation is provided and the award is made in accordance with approved procedures. Justifications for sole source awards are acceptable only if the prime contractor provides substantive evidence that no other responsible party exist, or there are circumstances of unusual and compelling urgency. Statements of uniqueness, including requirements for geographical location, site specific experience, or that the offeror is the only available source, are not acceptable justifications unless adequate documentation is submitted by the prime contractor. Additionally, EPA experience or incumbent contractor status rarely qualify as uniqueness under sole source awards, absent other supporting factors. Further, lack of planning is not an adequate justification for sole source awards. If the subcontract is awarded under the Mentor-Protégée Program and is \$1,000,000 or less, competition is not required.

File documentation reflecting review of the requirements set forth in FAR 44.202-2 is **required**. In order to assist in evaluating the subcontract consent request, the Subcontract Consent Review Checklist can be used. The following FAR clauses may also be consulted for further guidance on subcontract consent (FAR 52.244-2, FAR 52.244-5, EP 52.244-100, and FAR Chapter 44) The FAR is accessible through the Internet at: <http://www.arnet.gov/far> OR <http://farsite.hill.af.mil/>. Finally, OSCs should coordinate with their Regional COs to ensure the checklist being used meets all requirements of the contract **and the FAR**.

Step 3 - Decision Documentation

Once a determination is made to provide consent to subcontract, the contractor must be notified in writing and the file must be appropriately documented. The contractor is required to obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required for which consent is required by the contract.

The letter to the contractor should normally contain the consent to subcontract, the name of the firm for which consent is provided, the address for which the consent is provided, as well as the amount of the subcontract, period of performance and a brief statement identifying the services to be performed. (See Appendix 4-D.)

Review and Consent of Subcontracts of Team Subcontractors

When a team subcontractor contracts with another subcontractor, the same process is followed except that everything goes through the prime contractor. The team subcontractor prepares the notice of intent to subcontract and delivers it to the prime, who in turn, sends it to the CO. The team subcontractor, instead of the prime contractor, selects a subcontractor. Then, the team subcontractor submits all the necessary documentation to the prime, who sends it to the CO for consent. The OSC and the PO, if requested, review the subcontractor's proposal for technical adequacy and cost reasonableness, and make recommendations based on their review. Upon the CO's consent to issuance of the team subcontractor's subcontract, the CO informs the prime, who informs the team subcontractor.

3.5 Stop Work Orders

Warranted OSCs have the following authority under their DPA:

“Warranted OSCs are authorized to issue written orders to stop all or any part of the work ordered in removal response contracts that contain a stop work order clause. The stop work period shall not exceed fourteen (14) business days.”

In all cases, the contractor should only be requested to stop work when it is absolutely essential, since the contractor can submit claims for costs incurred during the time work is stopped. Warranted OSCs should use his/her stop work authority only in emergency situations. They should notify the FSC 1102 CO as soon as practicable after they have issued the stop work order. In all other emergency situations, the FSC 1102 CO should issue stop work orders because of the paperwork and cost issues involved.

While a Warranted OSC does have the authority to stop work, it may not be necessary to formally stop work to correct unsafe conditions. The OSCs always has the authority and responsibility to halt any unsafe practice on a site. It may be possible to accomplish this by directing the contractor to complete other tasks within the TO or by temporarily demobilizing from the site. The OSC should be familiar with the clause in the contract that sets forth the parameters of stop work orders for individual task orders.

Important questions for a Warranted OSC to consider include:

- C How serious is the problem?
- C How long will it take to correct the problem?
- C Which is more costly to the government - paying additional money for stopping the work until the problem is fixed or paying money for the work to be corrected later?

Before issuing an emergency stop work order, there are three steps the Warranted OSC should follow. The first step is to establish a time frame (not to exceed 14 days) for the stop work period. Next, determine the impact on the government if work stops versus if the work continues. Lastly, issue the stop work order (clearly including the duration of the work stoppage) and document the decision.

If a stop work period longer than 14 days is necessary, the Warranted OSC must coordinate this early with the FCS 1102 CO because approval from one level above the CO is required. Additionally, once work has stopped, the OSC may decide not to resume it, in which case he/she discuss termination of the TO with the FCS 1102 CO. Any decision to terminate should be made within the period of the stop work order. Since reasonable costs resulting from the stop work order are generally considered allowable costs in a settlement agreement with a

contractor, the Government should promptly terminate TOs when appropriate and inform the contractor as soon as possible.

The following summarizes the factors that should be considered in making this determination.

Factors That Determine the Impact of Stop Work Orders

- C Estimated cost for delaying the work
- C Potential effect on labor (loss of skilled labor, loss of efficiency)
- C Potential damage to perishable goods
- C Estimated effect on overhead (inventory, indirect labor, etc.)
- C Any adverse effects of the potential delay on contract completion

This risk/benefit analysis involves several areas of consideration:

- C *The purpose for stopping work.* This may override any other consideration. An example would be when the Occupational Safety and Health Administration orders a government job site closed.
- C *A cost assessment.* Analyze the estimated cost for work stoppage versus the cost of government liability if the work continued.
- C *Other alternatives.* There may not appear to be other alternatives, but often there are. A termination for convenience may be a practical alternative, for instance.

Additional Factors to be Considered

Do not issue a stop work order unless:

- C **You review the contract to be sure the stop work clause is in the contract.**
- C You have reviewed the stop work order clause in the contract and applicable FAR provisions.
- C It is advisable to suspend work pending a decision by the government.
- C A supplemental agreement covering the suspension is not feasible.
- C The issuance of the stop work order is approved by the RCO supervisor.

The written stop work order should include all of the content requirements listed below:

Minimum Content Requirements for a Stop Work Order

- C The effective date and time.
- C Nature of or reason for the stop work.
- C A description of the work to be suspended.
- C Instructions concerning the contractor's issuance of further orders for materials or services.
- C Guidance to the contractor concerning subcontractors.
- C Other suggestions to the contractor for minimizing costs.

Regardless of whether the OSC presents the stop work order to the contractor in person or through a third-party messenger, such as Federal Express or the US Postal Service, the OSC must obtain the signature of a contractor employee acknowledging receipt of the stop work order. Without this acknowledgment, the documentation is incomplete.

The OSC must keep the contractor fully informed and keep the lines of communication open. This promotes better planning by both the Government and the contractor. At a minimum, the topics listed below should be discussed.

Topics for Stop Work Order Discussions With Contractors

- C Fully discuss the reasons for issuing the stop work order.
- C Explain the factors considered when reaching any specified time frame and the degree to which it is certain or subject to revision.
- C Explore the appropriateness and the impact of possible time frames for the work stoppage.
- C Obtain an estimate of labor and other costs of the expected work stoppage.
- C Discuss any alternate actions to continuing the stop work order. Ask the contractor for suggestions.
- C Investigate the contractor's amenability to bilaterally extending the stop work order beyond a 14-day period in the event that becomes necessary.
- C Discuss the *type* of costs that the government can agree to cover and those for which it is unable to provide compensation.

Whenever possible, Warranted OSCs are strongly advised to discuss stop work issues with their FSC 1102 CO.

3.6 Conflict of Interest

EPA contracts normally contain conflict of interest provisions. A removal contractor may have an actual or potential organizational or a personal conflict of interest (COI) with regard to the work that needs to be performed at a particular site. OSCs will find guidance for handling COI, if it arises, at the Office of Acquisition Management (OAM) Web site:

<http://intranet.epa.gov/oamintra>. An example of a potential conflict of interest is when the contractor has performed prior work for a property or facility owner on the site or even at another location. Prior to work at any site, the contractor **must disclose to the CO** any organizational or personal COI, as defined in the contract clauses and the FAR. OSCs, however, also need to be aware of COI issues and notify the FCS 1102 CO as soon as possible regarding any concerns. The CO must then determine whether the actual or potential COI can be mitigated, and whether the contractor will be allowed to perform work on the site.

Any EPA removal contract may be terminated for convenience, in whole or in part, in order to avoid an organizational COI. Failure of the contractor to notify the EPA of COI situations may result in termination of the contract for default. COI provisions must also be included in all subcontracts unless otherwise noted in specific contract clauses. ERRS contracts do not require COI determinations for subcontracts for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services.

3.7 Vulnerabilities

Warranted OSCs, because of their unique role as both Contracting Officer and the Contracting Officer's Representative (COR), must be especially aware of creating appearances of impropriety in acquisitions. All government contracts are subject to the provisions of the FAR and U.S. Code affecting ethics for Government employees, which is available at:

<http://www.usoge.gov>. In addition to procurement regulations, the FAR addresses areas of extreme sensitivity which include, but are not limited to, inherently governmental functions, personal services, gratuities, disclosure of confidential business and procurement information, and government impartiality. An OSC must be aware of, and be sensitive to, these issues concerning the relationship between EPA and contractors. To protect EPA, every effort should be made to adhere to the rules which define the EPA-contractor relationship. Guidance on relationships with contractors is available at: <http://intranet.epa.gov/oamintra>. Congressional concern has been expressed to EPA several times on this issue.

3.7.1 Inherently Governmental Functions

The extent of the Agency's contracting, coupled with its regulatory nature, results in a limited number of contractors providing support in a variety of potentially sensitive areas. Contractors are prohibited from performing anything intrinsic to the execution of Government responsibilities, including any function so intimately linked to the public's interest that the government is mandated to perform it. FAR 7.5 defines Inherently Governmental Functions at: <http://arnet.gov/far/>. In general, contractors *can support* the EPA as long as discretionary and value-making decisions are made by Government employees. However, EPA must always play a proactive role in ensuring that final Agency products and decisions are unbiased and

appropriately represent Agency thinking. The contractor must demonstrate that it is free of any conflicts of interest and that the contract requires the contractor to disclose and rank the alternatives available, the procedures used, the substance of any deliberations and any dissenting views, the sources relied upon, and make clear the basis for any recommendations. Having accepted a final product from a contractor, EPA becomes responsible for its content and for how it may be used in Agency decision making.

Agency responsibility and accountability begins when a decision is made to use contractor support. Inherently governmental functions *must not* be included in any contract SOW. The best protection against the misuse of contractor support is a well-written and detailed SOW.

3.7.2 Personal Services

EPA has no authority to award personal services contracts. A personal services contract is a contract that, by its express terms or as administered, makes the contractor's staff appear, in effect, to be government employees. It is the responsibility of the OSC to ensure that the appearance of an employer/employee relationship does not exist. This can be accomplished by maintaining separate work areas and ensuring that all work transactions, such as technical direction, are between the OSC and the contractor's designated point-of-contact at the site. In essence, the OSC is expected to monitor contractor performance, rather than direct individual contractor employees in their work. Personal services include actions such as approving or disapproving contractor staff or their personal time outside of daily site activities, providing day-to-day instructions to contractor employees, and evaluating the performance of individual contractor employees. OSCs are not allowed to provide contractor employees any type of direct performance evaluation. EPA evaluates the performance of the contractor, not its specific employees. The language of a SOW should be sufficiently detailed so that the contractor may work independently. EPA and OAM policy on personal services can be found at: <http://intranet.epa.gov/oamintra/>.

3.7.3 Prohibited Actions Related to Subcontracting

The government's only direct contractual relationship is with the prime contractor. Chapter 18 of the Contract Management Manual and FAR 44.203 address numerous issues related to subcontracting. The following are several key prohibited activities by Agency personnel involved in contract management:

- C Directing the prime contractor to subcontract with a specific firm. The mere suggestion of a particular firm is improper; however, provision of a general list of potential subcontractors is acceptable;
- C Directing that any portion of work should be performed by subcontracting, rather than the prime contractor is improper;

- C Providing technical direction to a subcontractor without the knowledge of the prime contractor is improper; and
- C Directly monitoring a subcontractor's technical performance and financial expenditures to the exclusion of the prime contractor (any technical or financial subcontract problem shall be documented and brought to the attention of the prime contractor who is responsible for subcontract oversight).

3.8 Contractor Oversight/Technical Direction

Oversight of a contractor's performance generally relates to the manner in which authorized EPA employees (e.g., OSCs) provide work direction to the contractor. Exchange of information of a technical nature is not prohibited. Appropriate technical direction is the clarification of ambiguous technical requirements to ensure efficient and effective contractor performance. Proper technical direction is not supervision or assignment of tasks to contractor personnel, which are examples of personal services and are prohibited in all Federal contracts. Technical direction may be provided in writing by Daily Work Orders (DWOs) under the ERRS contract, Technical Direction Documents (TDDs) under the START contracts or similar mechanisms. Oral technical direction should be followed up in writing within five days.

3.9 Contract File Documentation

An official file must be maintained for all issued contracts. The CO and Warranted and unwarranted OSCs acting as CORs have responsibilities for ensuring that all appropriate documents are maintained in the official file. The CO shall maintain the copies of the official contract document(s), IGCE, procurement request, and subcontract consents. The OSC will maintain files related to daily site activities, such as Daily Work Orders and 1900-55s.

3.10 Contract Labor Provisions

3.10.1 Davis-Bacon Act/Service Contract Act Provisions

The ERRS contracts are subject to the Davis-Bacon Act (DBA) and the Service Contract Act (SCA). The SCA and DBA are Federal labor statutes that require employers to pay minimum wage rates for certain types of work. The rates for SCA and DBA are generally incorporated into the ERRS contract. The START contracts are not subject to these labor statutes because they provide professional services not covered by these laws.

The DBA applies to contracts, or Task Orders (TOs) under an ERRS contract, for construction that exceeds \$2,000 and applies to actual construction, alteration, and/or repair (including painting and decorating) of a public building or public work that is financed in whole or in part from Federal funds. Typical construction activities may include:

- C Construction of permanent water treatment system
- C Excavating, consolidating, capping of contaminated soil, backfilling, regrading, and re-seeding of excavated area
- C Construction of a water distribution system
- C Installation of a security fence/warning signs (When this is the only action to be performed at the site)

The SCA applies to contracts or any subcontract performed in the US in excess of \$2,500 which has as its principal purpose the furnishing of services through the use of service employees. A service activity can be performed by either professional or non-professional personnel. **Exhibit 3-2** highlights typical service activities.

In order to make a determination of DBA applicability under a service contract that contains elements of construction activity, it must be determined if the DBA work is considered “substantial” and “segregable.” Substantial is defined as “the contract contains specific requirements for substantial amounts of construction work, or it is ascertainable at the contract date that a substantial amount of construction work will be necessary for the performance of the contract (or task order.) Segregable is defined as “such construction work which is physically and functionally separate from and, as a practical matter, is capable of being performed on a segregated basis from the other work required by the contract.”

The following three examples illustrate the concept of substantial and segregable:

1. In an action that calls for the removal and disposal of drums of hazardous waste, the contract/task order is principally for service (removal and disposal). However, site set-up requires some incidental construction activities, such as electrical hook-up, construction of stairs for the command post, clearing and construction of access road, etc. These activities are not substantial relative to the overall scope of the action.

**Exhibit 3-2:
Typical Service Activities Under SCA**

- C Maintenance, overhaul, repair, servicing, rehabilitation, salvage, modernization, or modification of supplies, systems, or equipment
- C Routine recurring maintenance of real property
- C Construction or repair of personal property
- C Consulting Services
- C Engineering and technical services
- C Operation of government-owned equipment, facilities, and systems
- C Transportation and related services
- C Research and Development
- C Chemical testing and analysis
- C Data collection, procession, and analysis
- C Exploratory drilling i.e. installation of monitoring wells
- C Geological field surveys and testing
- C Laboratory analysis
- C Transportation of property or personnel
- C Solid waste removal
- C Tree planting, thinning, and clearing or timber or brush
- C Installation of transportable treatment units

The following activities could be determined to fall under DBA:

- C Dismantling, demolition or removal of improvements (These activities fall under DBA when it is determined they will be substantial and segregable)
- C Landscaping (other than as part of construction)
- C Surveying and mapping services (not directly related to construction)

2. In an action that calls for excavation and off-site disposal of contaminated soil, the principal purpose of the task order is service (removal of soil through transportation and disposal). The excavation and staging of the soil is an activity which is substantial and can be functionally separated from the transportation and disposal.
3. In an action that calls for excavation and on-site incineration of contaminated soil, the principal purpose of the task order is still service (treatment of contaminated soil). In this case, excavation is substantial, but as a practical matter may not be segregable from the incineration of the soil if the activity is continuous and is to be performed by the same contractor employees. However, if the two activities are phased, or if the incineration is then capable of being segregated from the excavation, it should be treated accordingly.

Additional information on the Davis-Bacon Act is found in FAR Part 22.4. Additional information about the Service Contract Act is found in FAR 22.10.

3.10.2 Bonding

The FAR and EPA's regulations governing Superfund Cooperative Agreements (41 CFR 31.36) require performance and payment bonds for any construction contract (or Task Order) exceeding \$25,000. This requirement may be waived by the FCS 1102 Contracting Officer or EPA's award official provided the Federal Government's financial interest is adequately protected. Generally, bonding costs are reimbursed to the contractor as an ODC.

Chapter 4

OSC Tools

Chapter 4. OSC Tools

4.1 Tools Under Delegated Procurement Authority

The revised OSC Delegation of Procurement Authority (DPA) authorizes OSCs to employ the following contracting techniques in order to meet the Agency’s mandate of providing emergency response support for hazardous substances incidents and oil spills. These techniques are discussed in detail in the following sections of this chapter.

| | <u>Section</u> |
|---------------------------------------|----------------|
| Task Orders | 4.1.1.1 |
| Overtime | 4.1.1.2 |
| Cost Tracking | 4.1.1.3 |
| Subcontract Consent | 4.1.1.4 |
| Stop Work | 4.1.1.5 |
| Technical Direction/Daily Work Orders | 4.1.1.6 |
| Notice to Proceed | 4.1.2 |

Under the DPA a warranted OSC has authority, acting as a CO, to order work under EPA prime removal response contracts if the warranted OSC has been designated by the FCS 1102 CO as an ordering officer in the contract. The cumulative amount of the work issued by the above-named OSC for any given emergency incident during an emergency response action shall not exceed \$200,000 per contract.

4.1.1 Removal Program Prime Cleanup Contract(s)

4.1.1.1 Task Orders

A Task Order (TO) under the Emergency and Rapid Response Services (ERRS) contract is the most readily available, and the preferred, contracting tool for emergency and time-critical removal responses. TOs are contractual documents that specify an order for supplies or services placed against the ERRS contract. Other contracting options are available, but should generally only be used in the rare circumstance that the ERRS contractor cannot arrive on the scene in a timely manner. (Note: Notices to Proceed, discussed in Section 4.1.2, may **only** be used in emergency situations when the ERRS contractor cannot respond in a timely manner. Emergency situations are determined by the OSC applying the criteria in Section 300 (b) of the NCP.)

Where the FCS 1102 CO cannot provide support by the time a response action is required, the warranted OSC may independently issue a TO to the ERRS contractor to conduct the response. For **all** other response actions needing contract support, the cognizant FCS 1102 CO shall issue the TO. The Warranted OSC may issue an oral TO if the emergency necessitates immediate action. For oral and written TOs, the Warranted OSC shall notify the cognizant FCS 1102 CO by no later than the COB the next business day. In addition, all oral TOs must be followed up in writing within five days. The total price for a task order issued by the Warranted

OSC shall not exceed \$200,000. Procedures for when a Warranted OSC can issue TO amendments are the same as for issuing the TO itself. An OSC may **never** issue a TO with any requirements that conflict with the terms and conditions of the basic ERRS contract

Issuing a Written Task Order

The following steps must be completed by the Warranted OSC when issuing a **written** TO:

1. The Warranted OSC shall make every effort to contact the FCS 1102 CO. When the FCS 1102 CO cannot provide support or is not available in the time required, proceed to step 2.
2. The Warranted OSC shall ensure that funds are available before a TO is issued. Obligating funds exceeding the amount available is a violation of the Anti-Deficiency Act (31 U.S.C. 1341). (*See Section 2.2.2 for further discussion of the Anti-Deficiency Act*). Funding is secured by completing EPA Form 1900-8, Procurement Request/Order and ensuring the proper signatures are obtained. (*See Appendix 2-A for a copy of the form and Section 2.2.2.2 for further discussion of Funds Commitment and Obligation.*) For emergency situations, it is recommended that funds be committed with generic accounting information (both CERCLA and OPA funding). The FCS 1102 CO would then issue a contract modification to convert the generic to site-specific funds
3. Once funds have been obtained, the Warranted OSC may issue a TO for an amount up to \$200,000 using *EPA Optional Form 347, Task Order for Emergency and Rapid Response Services*. (*See Appendix 4-A for a copy of the form and directions for completing it.*)
4. The *Warranted* OSC shall notify the cognizant FCS 1102 CO of the issuance of the TO by no later than the COB the next business day.
5. The original signed PR and Task Order and copies of the SOW, IGCE, and Action Memorandum shall be immediately provided to the CO for inclusion in the official contract file. The Warranted OSC should also keep copies of these documents in their official site file. A copy of the PR and Task Order should also be immediately forwarded to EPA's Servicing Finance Office located in Research Triangle Park (RTP). This is usually accomplished through a facsimile transmission. This ensures the Task Order is entered into the accounting system used for paying invoices. Finally, a copy of the signed Task Order, along with SOW and possibly the Action Memorandum (with cost estimates removed) should be provided to the contractor. It is the Warranted OSC's responsibility to ensure all parties receive the necessary documentation for the Task Order.

Issuing an Oral Task Order

The following steps must be completed by the Warranted OSC when issuing an **oral** TO:

1. The Warranted OSC shall make every effort to contact the FCS 1102 CO. When FCS 1102 CO cannot provide support, proceed to step 2.
2. The Warranted OSC shall ensure that funds are available before an oral TO is issued (*See Section 2.2.2.2 for further discussion of Funds Commitment and Obligation.*) Funding is secured by completing EPA Form 1900-8, Procurement Request/Order and ensuring the proper signatures are obtained. (*See Appendix 2-A for a copy of the form.*) For emergency situations, it is recommended that funds be committed with generic accounting information (both CERCLA and OPA funding). The FCS 1102 CO would then issue a contract modification to convert the generic to site-specific funds.
3. Once funds have been obtained, the Warranted OSC may issue an oral TO for an amount up to \$200,000.
4. The Warranted OSC shall notify the cognizant FCS 1102 CO as soon as possible but by no later than the COB the next business day. All oral TOs must be followed up in writing within five days using *EPA Optional Form 347, Task Order for Emergency and Rapid Response Services*. (*See Appendix 4-A for a copy of the form and directions for completing it.*)
5. The original signed PR and Task Order and copies of the SOW, IGCE, and Action Memorandum shall be immediately provided to the CO for inclusion in the official contract file. The Warranted OSC should also keep copies of these documents in their official site file. A copy of the PR and Task Order should also be immediately forwarded to EPA's Servicing Finance Office located in Research Triangle Park (RTP). This is usually accomplished through a facsimile transmission. This ensures the Task Order is entered into the accounting system used for paying invoices. Finally, a copy of the signed Task Order, along with SOW and possibly the Action Memorandum (with cost estimates removed) should be provided to the contractor. It is the Warranted OSC's responsibility to ensure all parties receive the necessary documentation for the Task Order.

Required Elements of a Task Order

The following are required elements for all TO, regardless of whether it is verbal or written or whether it is issued by the FCS 1102 CO or the Warranted OSC. Some Regions may have additional requirements or specific procedures, so OSCs are encouraged to discuss the process with their Regional CO.

1. **Statement of Work (SOW)** - A detailed SOW is required for all Task Orders issued to the ERRS contractor. Even a verbal Task Order must have a SOW so the contractor knows what the project is and required work will be. The written SOW, along with other required paperwork, must follow the verbal activation within the time frame outlined in the contract terms (usually within two to five business days). The OSC is responsible for preparing the SOW because he/she is the most familiar with the technical requirements of the project. The SOW cannot be inconsistent with the overall contract SOW and must contain sufficient detail for the contractor to perform the required tasks. *See Section 3.1 for detailed guidance on preparation of a SOW.*

2. **Independent Government Cost Estimate (IGCE)** - An IGCE is a FAR requirement for any procurement above the simplified acquisition level (currently \$100,000) unless required by the FCS 1102 CO for lesser amounts. However, OSCs are strongly encouraged to develop IGCEs for all ERRS Task Orders. The OSC is responsible for preparing an IGCE because it is this individual who is most closely associated with the needs of the project and who can best project the costs of meeting the technical requirements in the SOW. When the requirements of the response necessitate the issuance of oral authorization to begin work, an IGCE should be prepared, along with other required documentation, within the time frame outlined in the contract (usually between two to five business days). *(See Section 3.2 on preparing IGCEs and estimating costs.)* There are two major categories of costs under the ERRS contract: **direct** and **indirect costs**.

Direct costs include the following:

- C Direct labor represents the amount the contractor is paid for a specific labor category. Under ERRS contracts, fixed (or provisional) rates are established for various labor categories. Cost estimates for TOs should be developed by applying these rates to the estimated hours/days for the categories of labor to be used on the project. Consideration must be given as to whether required labor may be governed by the Service Contract Act or the Davis Bacon Act. The SCA and DBA are Federal labor statutes that require employers to pay minimum wage rates for certain types of work. *(See Section 3.10 for more information on labor provisions.)* Typically direct labor refers to full-time employees of the company, unless otherwise identified in the contract.

- C Equipment is contractor-owned, rented, or leased equipment required to complete the site activities. ERRS contracts will vary as to the types and amounts of equipment listed in the contract. Under ERRS contracts, fixed (or provisional) rates are established for various equipment items. Cost estimates for TOs should be developed by applying these rates to the estimated hours/days for the categories of equipment to be used on the project.

- C Other Direct Costs (ODCs) are defined as subcontracted services to the prime contractor and materials. These are items such as off-site analytical services, transportation and disposal, specialized services or consultants, materials, and items such as couriers, copying, travel, lodging. This category includes everything except contractor personnel and owned equipment for most ERRS contracts. ODCs frequently have some general and administrative costs (G & A) added to them by the prime contractor and is usually represented in the form of a percentage of cost of the subcontracted service.

Indirect costs are not directly associated with a specific project or contract, but are necessary for the work to be done. Overhead, fringe benefits, corporate management, subcontract management, general and administrative costs (G&A) are all types of indirect costs. In the ERRS fixed labor rate contracts, indirect costs are normally included in the development of the fixed rates, and is not seen as a separate line item. For ERRS cost reimbursement type contracts, there may be indirect charges associated with labor. Indirect rates are listed in the individual ERRS contract and the OSC should check with their Regional CO regarding how indirect rates should be applied when developing IGCEs. Indirect rates may also change from year to year and the CO is responsible for distributing that information to the Warranted OSCs.

OSC may use the Cost Projection Module from the Removal Cost Management System (RCMS) developed by EPA's Environmental Response Team (ERT) to generate IGCEs for Task Orders under the ERRS contract. Labor, equipment rates, and indirect costs established under the specific Region's ERRS contract are loaded into the program by ERT. The OSC then determines the specific tasks to be performed by the contractor and estimated labor and equipment hours or days required for each task. The OSC also estimates the ODC costs for each task. Indirect costs rates associated with each task are generally loaded into the RCMS system for automatic computation. The program will automatically calculate the costs associated with all task categories entered into the program and provide an estimated total contractor cost for the project.

4.1.1.2 Overtime

A Warranted OSC is authorized to approve overtime pay for personnel under the ERRS contract. Overtime is considered any time in excess of 40 hours per week (please note that a week may not be Sunday to Saturday depending on the pay cycle of the specific contractor). Technicians and equipment operators are nonexempt labor categories and receive premium pay (generally time-and-a-half) for overtime hours. Response Managers and other professional labor categories, are exempt personnel and do not receive premium overtime pay but may receive OT at their straight time rates depending on the contract. Overtime approval is usually documented on the TO or the Daily Work Order. The Warranted OSC **must** ensure the overtime authorization is consistent with existing terms and conditions of the contract. The Warranted OSC or CO must give approval for the contractor to incur overtime costs in writing in advance of the cost being incurred.

4.1.1.3 Cost Tracking

All ERRS contracts require the contractor to conduct daily cost tracking. Many ERRS contractors use the EPA-developed Removal Cost Management System (RCMS) to meet this requirement. Use of RCMS does not, however, substitute for a contractor's own accounting system to meet EPA invoicing requirements. Using RCMS, daily costs are reported on an EPA Form 1900-55. All costs expended, as well as those anticipated based on the SOW requirements, will be reported. Anticipated costs are reported as "awaits." OSCs should carefully review the 1900-55's or other daily cost/receiving information and immediately discuss any questions or issues with the ERRS contractor. After all issues are resolved, the OSC should sign the 1900-55 or other cost/receiving document. Resolving all cost issues through approval of daily cost/receiving reports allows for easier review of invoices. Invoice review will usually consist of ensuring the invoiced costs are adequately supported by the daily cost/receiving reports.

It is important for OSCs to monitor all costs to ensure that costs stay within the established TO ceiling. The contractor is required to notify the OSC when 15% of the TO ceiling remains, so that the OSC and the FCS 1102 CO may take appropriate action. In addition, the OSC must track overall project costs against the ceiling established in the Action Memorandum. ERRS contractor costs are usually a large percentage of the overall project costs.

4.1.1.4 Subcontract Consent

During an emergency response or other removal action when a warranted OSC identifies (and documents) an urgent need which requires EPA subcontract consent to avoid negatively impacting the response, he/she, acting as a CO, is authorized to grant subcontract consent, consistent with existing terms and conditions of the EPA's prime contract, up to an amount not to exceed \$200,000 if the cognizant FCS 1102 CO cannot be contacted or cannot provide the required EPA subcontract consent within a reasonable time frame. Within five business days after granting EPA subcontract consent, the above-named OSC will transfer all paperwork and information relevant to the subcontract consent to the cognizant FCS 1102 CO for the official contract file. *Please refer to Section 3.4 for detailed information on subcontract review and consent.*

4.1.1.5 Stop Work Orders

Warranted OSCs are authorized to issue written orders to stop all or any part of the work ordered in removal response contracts that contain a stop work order clause. The stop work period shall not exceed fourteen (14) business days.

It is an important part of an OSC's responsibilities to stop work when both unsafe as well as other conditions occur that affect the overall well-being of the Government. In emergency situations, the first thing an OSC should do is to call their FCS 1102 CO, if time allows, prior to issuing a stop work order. As a general EPA policy, a warranted OSC should use his/her stop work authority only in a true emergency situation. They should notify the FCS 1102 CO as soon as practicable after they have issued the stop work order. In all other non-emergency situations,

the FSC 1102 CO should issue the stop work order because of the paperwork and cost issues involved.

If a stop work period longer than 14 days is necessary, the Warranted OSC must coordinate this early with the FCS 1102 CO because one level above the CO is required.

Please refer to Section 3.5 for detailed information on stop work orders.

4.1.1.6 Technical Direction: Daily Work Orders/Daily Work Report

A daily work order is a written technical directive document the OSC gives to the contractor's site manager outlining the work to be accomplished. In managing the contract or Task Order, the following principles should be observed:

- C The contract must govern contractor performance. This can best be accomplished with a well-defined SOW, with standards of performance noted, and effective use of Daily Work Orders (DWOs) during site operations. For situations where site operations consist of routine, predictable activities (e.g., ground water pump and treat, soil excavation, etc.), DWOs may encompass a longer period of time, such as a week.
- C The OSC must notify the CO immediately if there is a need to change the SOW or TO so that the CO can issue a modification to the TO. The OSC must provide the FCS 1102 CO with the SOW and/or TO revisions for review and approval.
- C Unless otherwise provided in the contract, all work will be initiated by the issuance of a TO signed by the CO or Warranted OSC. These will be issued only to the contractor's official point(s)-of-contact as shown in the contract, usually a Program Manager, or equivalent. For the ERRS contract, the official point-of-contact for the OSC on site is usually the Response Manager. All communications from EPA (CO, PO, or OSC) must be made through officially designated points-of-contact. It should be noted that if the Response or Project Manager is a team subcontractor personnel, an Agent Agreement is required to allow this person the authority to obligate contractor resources. This Agent Agreement is issued by the contractor.
- C Technical direction must be issued in writing from the OSC, PO, or CO, either through a TO or through a DWO when mobilized on-site, to the contractor's designated point-of-contact as specified in the contract. If provided orally, the technical direction must be confirmed in writing within five business days. Technical direction cannot be used to order work outside of the scope of the TO. For example, if a particular TO SOW requires the transporting barrels, the contractor cannot not be given technical direction for landscaping.

One EPA contractor cannot provide technical direction to another. As an example, the START contractor may be conducting air monitoring for the purposes of determining the level of personal protection necessary for a situation on the same site as an ERRS contractor. The START contractor provides the results of the air monitoring to the OSC. The OSC then conveys this information, as necessary, to the ERRS contractor.

With the new generation of ERRS Contracts (ERRS III), there was an effort to incorporate the concept of performance based service contracting at the Task Order, not just at the contract level. The intent was to encourage the OSCs and other contract users to 1) shift responsibility for the successful completion of project (especially the timeliness and cost – results rather than methods) back to the contractor; and 2) encourage contract users to take advantage of the contractor’s clean-up expertise by having the contractor more involved in both strategic and routine planning of work.

New contracts include a minimum requirement for the contractor to develop a Staffing Plan which should include information about total crew size and labor categories that are needed. It can also include information about work schedule/sequencing of work, equipment needs, and locations that the identified resources will be mobed from and cost information. In some regions the contractor or Team Subcontractor offices are located through out the region and when local resources are available the cost to the government is reduced (e.g., lodging and per diem). When sourcing information is provided at the outset of the project the opportunity for better planning discussions exist.

A number of the ERRS III contracts include a new deliverable, the “Daily Work Report” which replaces the Daily Work Order. It is listed in the Reports of Work clause (Section F). While it looks very much like a Daily Work Order, the document development process is reversed; the onus is on the contractor to submit a proposal to the COTR identifying work which it believes makes sense to perform during the next work period and what resources are needed to do that work. The Daily Report of Work is reviewed by the OSC and either accepted or sent back to the contractor for revision. As with the Daily Work Order, the final version of the Daily Work Report is signed by the COTR and Contractor’s representative.

Daily Work Report

- a. A written work plan specifying work to be performed and the number and types of cleanup personnel, equipment and materials to be used and any other services to be provided.
- b. Delivery Schedule: Prior to commencement of work each day.
- c. Distribution: One copy to the On-Scene Coordinator.

Please see example in Appendix 4-B.

These changes in expectation/relationship with the contractors also need to be reflected in the Statements of Work that we are developing. This is done in part by placing more performance based expectations into the SOW rather than incorporating very specific tasks which require frequent/periodic input from COTRs to complete.

Clearly, there continues to be uncertainty related to numerous aspects of most removal actions and contractors will continue to require frequent technical direction and potentially, changes in project scope. However, many responses have tasks that are reasonably well defined at the outset of operations or after some initial field work. Those clearly identified elements can be tasked in ways that require the contractor to proceed with limited input from the COTR. Performance based tasking in NO WAY limits the OSC/COTR from being able to control work on site.

While ERRS contractor (or its subs) cannot develop designs because of the potential for conflict of interest, it is allowed and encouraged to develop project work plans in advance of implementation of more complex/longer duration tasks which require more formal planning to implement efficiently. Quality of Workplan can be a performance parameter (standard) if the COTR a performance based TO is being.

COTRs should look for opportunities to allow the contractor some flexibility to propose approaches/enhancements to performing the removal actions that may be more efficient (faster/lower cost). The COTR should let the Agency benefit from the contractor's expertise.

4.1.2 Notice to Proceed

As stated in FAR 16.603, a letter contract is a written preliminary contractual instrument that authorizes the contractor to begin immediately manufacturing supplies or performing services. A letter contract may be used when (1) the Government's interests demand that the contractor be given a binding commitment so that work can start immediately and (2) negotiating a definitive contract is not possible in sufficient time to meet the requirement. However, a letter contract should be as complete and definite as feasible under the circumstances.

A Notice to Proceed (NTP) is a type of letter contract that may be issued, in certain circumstances and under certain conditions, to carry out emergency response actions (procedures relating to use of NTPs will be set forth in EPAAR 1516.6). Only an FCS 1102 CO or a duly authorized EPA On-Scene Coordinator with a delegation of procurement authority can issue an NTP.

Appropriate funding must be committed and available for the emergency response action prior to issuance of the NTP. For FSC 1102 CO or a Warranted OSC with procurement authority, the total dollar value of an individual NTP shall not exceed \$200,000.

Based on the emergency nature of NTPs, EPA has received approval to issue NTPs on a non-competitive basis if necessary.

The information in this section generally summarizes the requirements and procedures related to NTP issuance which will be effective once the final rule for NTPs in EPAAR 1516.6 is published in the Federal Register. Accordingly, COs and OSC's must refer to, and comply with, the procedures and requirements set forth in EPAAR 1516.6 for issuance of NTPs.

4.1.2.1 Requirements for the use of an NTP

As a general matter, an EPA FCS 1102 contracting officer or a duly authorized EPA on-scene coordinator with a delegation of procurement authority may issue an NTP so long as it does not exceed the limits of his or her procurement authority and only when all of the following conditions have been met:

(1) A written determination has been made by the Federal on-scene coordinator that, (i) as authorized by and consistent with CERCLA Section 104(a)(1), 42 U.S.C. § 9604(a)(1), and the National Oil and Hazardous Substances Pollution Contingency Plan (40 C.F.R. Part 300)(1999), the EPA must take action to respond to a hazardous substance release or substantial threat of such a release into the environment, or a release or substantial threat of a release into the environment of any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, or (ii) as authorized by and consistent with the Clean Water Act Sections 311(c)(2) and (e)(1)(B), 33 U.S.C. §§ 1321(c)(2) and (e)(1)(B), and the National Oil and Hazardous Substances Pollution Contingency Plan (40 C.F.R. Part 300)(1999), the EPA must take action to respond to a discharge, or a substantial threat of a discharge (to or upon navigable waters, adjoining shorelines, the contiguous zone, or natural resources belonging to, appertaining to, or under the exclusive management of the United States), of oil or a hazardous substance from a vessel, offshore facility, or onshore facility that is of such a size and character as to pose a substantial threat to the public health or welfare of the United States and;

(2) Before a duly authorized EPA on-scene coordinator with a delegation of procurement authority may issue an NTP, he or she must confirm that an EPA FCS 1102 contracting officer is not available to provide the required contracting support by the time the Federal on-scene coordinator requires the response action to be undertaken and;

(3) A written determination is made by an EPA FCS 1102 contracting officer or a duly authorized EPA on-scene coordinator with a delegation of procurement authority that there is no other existing contracting mechanism available to provide the required contracting support by the time required, including the inability of an existing emergency response contractor or other existing contract vehicle to respond in the required time frame.

These conditions, as well as any other requirements applicable to NTPs or letter contracts contained in the FAR or EPAAR, must all be met before an NTP can be issued.

4.1.2.2 What should be included in an NTP?

EPAAR 1516.603-1 and 1516.603-2 will contain information and procedures relating to issuance and definitization of an NTP. In addition to these EPA requirements, NTPs must comply with the applicable requirements for letter contracts in FAR 16.603. All NTPs must be definitized by an EPA FCS 1102 contracting officer.

To ensure that the NTP complies with all applicable requirements for letter contracts set forth in the FAR and EPAAR, includes all relevant provisions and clauses, and to ensure that all actual or potential conflict of interest or other contracting issues are identified and resolved prior to NTP issuance, an NTP checklist shall be completed by the EPA FCS 1102 contracting officer or EPA on-scene coordinator prior to issuance of the NTP. *(See Appendix 4-E for the checklist*

In addition, an NTP must be issued in writing by the CO or the Warranted OSC using a Standard Form 33. *(See Appendix 4-E for the SF33.)* The following clauses shall be included in every NTP:

- C FAR 52.216-23, Execution and Commencement of Work. *(This clause requires the contractor to indicate acceptance of the NTP by signing three copies of the SF33. Upon acceptance by both parties, the contractor shall proceed with performance of the work.)*
- C FAR 52.216-24, Limitation of Government Liability. The maximum liability for any Notice to Proceed issued may be established up to the estimated amount necessary to cover the contractor's requirements for funds to complete the work as long as such amount does not exceed the estimated cost of the definitive contract which cannot exceed \$200,000.
- C FAR 52.216-25, Contract Definitization, with its paragraph (b) providing for definitization of the NTP within 90 business days after the date of the NTP award.
- C FAR 52.216-26, Payment of Allowable Costs Before Definitization, shall also be included if a cost-reimbursement definitive contract is contemplated.

In addition to these mandatory clauses, the clauses required by the FAR or EPAAR for the type of definitive contract contemplated and any additional clauses known to be appropriate for the definitive contract should also be included in the NTP. *(See Appendix 4-E for the mandatory clauses to attach to the SF33.)*

4.1.2.3 Responsibilities Following the Issuance of a NTP

Warranted OSCs with delegated procurement authority have the following responsibilities after the issuance of a NTP:

- C The Warranted OSC must notify the cognizant FCS 1102 CO of the NTP award as soon as possible, but in any event by the end of the next working day after issuance of the NTP.
- C Within 5 working days after issuing the NTP, the Warranted OSC shall convey to the FCS 1102 CO **all** NTP documents for definitization and retain a copy for his/her records in the site file.

- C The Warranted OSC shall assist the FCS 1102 CO to definitize the NTP as requested by the CO.

4.2 Other Tools Not Included in the DPA

4.2.1 Purchase Cards/Convenience Checks

Warranted OSCs may be authorized to use an EPA-issued purchase card once they have successfully completed the one-day purchase card training course, and then can use the card to purchase supplies or services required in connection with response actions. Transactions are limited by law to \$3,000 per use/\$6,000 maximum per month for a purchase card and \$2,500 per use for a convenience check. For construction services, purchases are limited to \$2,000 due to Davis Bacon Act provisions for labor pay rates. The approving official must set monthly limits at the time the OSC applies for the card. The monthly limits may vary and can be changed if needed.

Use of a purchase card to make small purchases for necessary supplies and services for OSC operations is encouraged by the General Services Administration (GSA) sponsored program. Most merchants are familiar with, and readily accept, the forms and payment systems used in the purchase card transactions. Vendors are paid by their member banks immediately. EPA reimburses the purchase card bank later. Compared to the purchase order method, use of the purchase card reduces the cost to both merchants and the government, as well as broaden sources of supply. Agency use of the purchase card is encouraged to the maximum extent practicable. Purchases made with this card are exempt from Federal taxes.

The purchase card operates like a debit card and a funded procurement request must be available for each OSC operation prior use of the card. The OSC must obtain approval from the designated approving official prior to purchases (usually their supervisor). In emergency situations, approval shall be obtained as soon as practicable following use. Examples of supplies that may be purchased with a purchase card during an emergency response include bottled water delivery for homes and office and other supplies (such as health and safety gear) for use by an OSC. At locations where purchase cards are not accepted, convenience checks may be used to obtain similar goods and services. OSCs should discuss the use of convenience checks with their Regional finance office and the Agency Program Coordinators in Headquarters.

A purchase card log must be maintained to document all charges against the purchase card, and this log must be submitted to the approving official pursuant to Regional requirements. The purchaser is notified by e-mail when the cost must be allocated for each transaction.

A guidance document for the use of the purchase cards may be found at <http://www.epa.gov/oamintra/policy>. The applicable chapters of the Contracts Management Manual and Sections of the FAR are available on the website. The Resource Management Directives and Administrative Control of Appropriated Funds Documents are available at: <http://intranet.epa.gov/>. All purchases must conform with EPA, GSA Federal Supply Service Schedule (FSS) contracts, and FAR requirements (see <http://fss.gsa.gov/>).

4.2.2 Third Party Drafts

A Third Party Draft (TPD) is an Agency bank draft, similar to a check, which may be used for the acquisition of goods and services not to exceed \$5,000 (*Appendix 4-D provides a sample TPD*). This procurement tool is similar to the purchase card, but may be used when purchase cards are not accepted or when the dollar amount per transaction or cumulative total per month exceeds an OSC's purchase card limit. Purchase cards are preferred, but TPDs are an option available to the OSC.

To utilize a TPD, the Region must have a contract with an Agency-authorized financial institution. This contract sets up an account and provides checks for the TPD. The Region pays the Agency-authorized financial institution for handling each check and for setting up the accounts. This is usually handled by a PR. Funds must also be available on a signed commitment notice prior to the issuance of a TPD. The commitment notice should use site-specific funding. The Regional finance office will obligate funding from the commitment notice after receiving documentation from the OSC. The Regional finance office will be heavily involved in this process, and Regional policies will dictate what can and cannot be done with this tool. The Regional finance office has been assigned primary responsibility for this program.

In using TPDs, checks will be issued and assigned to the individual OSC. The OSC will also be accountable for monitoring the "checkbook register" and ensuring that sufficient funds are available prior to purchases. The required documentation to support payment may vary from site to site and requirements should be verified before checks are issued. If TPDs are being used to reimburse homeowners for articles destroyed due to contamination, an agreement or an invoice with the homeowner will be required. In these situations, the involvement of regional attorneys may be required to ensure that documentation is sufficient. The Regional finance office will require copies of the documentation before making payments.

Prior to the issuance of checks, a system should be established to send the Regional finance staff information regarding each draft in a timely manner. The Finance Office will be notified as soon as a check is submitted from the financial institution for payment and has a few days to authorize payment. A delay in authorization may result in the Agency being charged interest from the financial institution issuing the TPDs.

Any time the Agency is making a payment for goods or services, it is important that there is documentation of what was received and how much was paid. This documentation is often in the form of a receipt or invoice. However, in some cases, preparation of documentation authorizing the payment may require assistance from legal personnel. For example, TPDs (or convenience checks) may be used to reimburse homeowners for contaminated personal property that has to be destroyed. An attorney from the Office of Regional Counsel is needed to assist the OSCs in drawing up a "contract" with the homeowner documenting the agreement of reimbursement for the specific personal property. This "contract" is then used as an invoice to document the transaction.

Several items should be included in two-party agreements that serve as source documents for payment to home or business owners whose property has been determined by EPA to be unusable due to contamination. The following are examples of this type of information:

1. Payee name and address;
2. Name and address of person to whom check will be mailed;
3. Payee's social security number;
4. Mortgage or other lien information, if applicable;
5. Privacy Act Statement: *“Furnishing the information on this form, including your Social Security Number, is voluntary, but failure to do so may result in disapproval of payment to you. The primary use of your social security number will be for identification for issuance of a U.S. government check; secondary uses may include other lawful purposes;”*
6. Estimate of repair or replacement cost. It is recommended that a third party adjustor be employed to assist in estimating the value of the replaced or repaired property. Once an agreement has been reached on the value, all involved parties (EPA, the property owner, and the independent adjustor) should sign the agreement;
7. List of all items included in the settlement;
8. Total settlement amount;
9. Authorized payee's signature documenting the acceptance of the terms and conditions of the agreement; and,
10. Authorized EPA signature documenting the acceptance of the terms and conditions of the agreement.

4.2.3 Treasury Checks

A treasury check is similar to a TPD or convenience check except there is no dollar limit. Treasury checks may **only** be issued by Regional finance or accounting staff and therefore the OSC will need to coordinate closely with them. As with the TPD, any time the Agency is making a payment for supplies or services, it is important that there is documentation of what was received and how much was paid. This documentation may be in the form of a receipt or invoice. Some documentation authorizing the payment, however, may require assistance from Agency legal personnel. For example, treasury checks may be used to reimbursing homeowners for contaminated personal property that has to be destroyed. An attorney from the Office of Regional Counsel is needed to assist the OSCs in drawing up a “contract” with the homeowner

documenting the agreement of reimbursement for the specific personal property. This “contract” is then used as an invoice to document the transaction.

Several items should be included in two-party agreements that serve as source documents for payment to home or business owners whose property has been determined by EPA to be unuseable due to contamination. The following are examples of this type of information:

1. Payee name and address;
2. Name and address of person to whom check will be mailed;
3. Notarized signature and stamp;
4. Payee’s social security number;
5. Mortgage or other lien information, if applicable;
6. Privacy Act Statement: *“Furnishing the information on this form, including your Social Security Number, is voluntary, but failure to do so may result in disapproval of payment to you. The primary use of your social security number will be for identification for issuance of a U.S. government check; secondary uses may include other lawful purposes;”*
7. Estimate of repair or replacement cost. It is recommended that a third party adjustor be employed to assist in estimating the value of the replaced or repaired property. Once an agreement has been reached on the value, all involved parties (EPA, the property owner, and the independent adjustor) should sign the agreement;
8. List of all items included in the settlement;
9. Total settlement amount;
10. Authorized payee’s signature documenting the acceptance of the terms and conditions of the agreement; and,
11. Authorized EPA signature documenting the acceptance of the terms and conditions of the agreement.

4.2.4 Removal Program Technical Assistance Contract(s)

The START contract provides a variety of services through engineering, geological, toxicological, biological, chemical, technical and administrative and technical support staff. This team provides technical assistance to support EPA’s site assessment activities; response, prevention and preparedness activities; and technical support activities defined by the SOW. This support includes gathering and analyzing technical information, preparing technical reports on oil and hazardous substance investigation and cleanup efforts. Each Region has a CO and

Project Officer/Deputy Project Officer (PO/DPO) assigned to the START contract. They may provide valuable information on use of the contract and act as the authorizing officials for the contract.

The CO/PO prepare, with assistance from the OSC, and issue written Technical Direction Documents (TDDs), which are the mechanisms for initiating and amending services required under this contract. In some situations, a PO/DPO may issue a TDD without approval by the CO. For example, if there is a CO-approved Annual Work Plan or Work Assignment for the work being tasked, the PO/DPO may issue the TDD directly to the contractor. Direct oversight of individual TDDs is managed by the EPA CO, task monitors (TMs), who may be OSCs or Site Assessment Managers (SAMs), and the PO or DPO. In emergency situations and in accordance with the terms of the contract, the OSC may activate the START contractor through a verbal order. Verbal activations must be followed up by a written TDD within the time frame outlined in the contract (usually not more than five days following the verbal order).

Refer to the START SOW and User's Guide for detailed information on the services offered and specific procedures for use of this tool. **Exhibit 4-1** provides a general outline of the Statement of Work.

**Exhibit 4-1:
General Outline of START Contract SOW**

- a. CERCLA Site Assessment Activities:
 - 1. Preliminary Assessments (PA)(including Integrated Assessments).
 - 2. Site Inspection (SI).
 - 3. SI Prioritization.
 - 4. Expanded SI/Remedial Investigations (RI).
 - 5. Hazard Ranking System/NPL Packages.

- b. Response Activities:
 - 1. Emergency Response.
 - 2. Removal Support (funded by CERCLA).
 - 3. Removal Support (PRP).
 - 4. Oil Spill Response.
 - 5. Engineering Evaluations and Cost Analyses.
 - 6. Regional Response Center Support.
 - 7. Minor Containment.
 - 8. Site Documentation.

- c. Preparedness and Prevention Activities:
 - 1. Chemical Emergency Preparedness and Prevention (CEPP).
 - 2. Contingency Plans.
 - 3. Chemical Safety Audits.
 - 4. Spill Prevention Control and Countermeasure Inspections.
 - 5. Oil Program Initiatives.

- d. Technical Support Activities:
 - 1. Analytical Services.
 - 2. Special Projects.
 - 3. Training (given or received).
 - 4. General Technical Assistance.
 - 5. Multimedia Surveys and Inspections.
 - 6. Treatability Studies.
 - 7. Continuous Releases.
 - 8. Public Participation Support.
 - 9. Site Discovery Programs.
 - 10. Environmental/Ecological Evaluation.
 - 11. Federal Disaster Assistance Related Activities.
 - 12. Work plans.
 - 13. Assessment of Human Health and Ecological Risks.
 - 14. Administrative Records.
 - 15. Cost Recovery.
 - 16. Enforcement Activities.

Technical Direction Documents (TDDs)

The contractor shall only perform work as specified in a written TDD issued by the CO and/or PO/DPO (for work under a CO-approved Annual Work Plan or work assignment). When required by an emergency situation, a TDD may be issued verbally according to the terms of the contract. This verbal authorization may be made by the EPA OSC, PO, DPO or CO. The contractor shall begin work immediately upon receipt of a verbally-issued TDD. Overtime required during an emergency action will be authorized by the OSC. All other overtime should be approved by the CO. A verbal activation by the PO, DPO, or OSC must be followed up with a written TDD within the time frame outlined in the contract (usually not to exceed five (5) business days). The written TDD shall indicate the date on which the TDD was verbally issued.

4.2.5 Authorization to Proceed (ATP)

An Authorization to Proceed with Removal and Disposal of Oil or Hazardous Material Spill (“Authorization to Proceed” or ATP) may be issued by only the USCG-designated EPA FCS 1102 CO to the USCG Basic Ordering Agreement (BOA) vendor to begin work on oil spill responses. A Warranted OSC does **not** have the authority to issue an ATP against a USCG BOA. ATP’s may be issued when the OSC determines it is necessary and appropriate for EPA to undertake removal actions for oil spills as provided in the Memorandum of Understanding (MOU) between EPA and USCG, and the ERRS contractor either cannot provide the required support in a timely manner or it is not cost efficient to do so. USCG BOAs are not competitively bid contracts, so costs may be higher than expected. BOA’s are agreements with vendors to provide services at pre-negotiated rates in situations when other tools are unavailable or cannot be initialized in a timely manner. EPA’s Office of Acquisition Management and the Office of Emergency and Remedial Response developed the Contracts Guidance Document 9701, “Guidance for Use of USCG BOAs for Emergency Oil Spill Response Support.”

In order to use this tool, the OSC must obtain a Federal Project Number and funding ceiling from the applicable USCG District office. Funding for this action comes from the EPA Headquarter’s umbrella interagency agreement (IAG) with the USCG. A funded procurement request (Form 1900-8) is also required for the EPA FCS 1102 CO to issue the ATP. *See Section 2.2.2 for additional information regarding proper funding procedures.*

4.2.6 Simplified Acquisition Procedures

The simplified acquisition procedures (SAP) can be used to obtain goods and services up to \$100,000. An OSC may not initiate a SAP, but will work with the Regional Simplified Acquisition Ordering Official to facilitate the use of this tool. A micro-purchase (under \$3,000) does not require competitive quotes and is not limited to small businesses. The use of a government purchase card is recommended for most micro-purchases. Acquisitions above \$3,000 and not exceeding \$100,000 are set aside for small businesses. Simplified acquisition procedures may be used for commercial items purchased in accordance with the Test Program for Commercial Items up to \$5.5 million.

For supplies and services between \$3,000 and \$25,000, three bids should be obtained and a justification provided for the source being chosen. If only one source is available, a Sole Source Justification must be documented. For purchases over \$25,000 but less than \$100,000, an advertisement must be placed in the Commerce Business Daily (CBD) or Small Purchase Electronic Data Interchange (SPEDI). SPEDI is currently only available for durable goods, but is being modified to accommodate service purchases as well. SPEDI is a subscription-type format and may be accessed through the Federal Acquisition Contract Network (FACNET). CBD advertisements must be placed for a minimum of 15 days.

To use simplified acquisition you will need to provide the following:

- C *A clear, concise SOW.* SAP are not well suited to projects with indefinite or potentially changing SOWs.
- C *Justification of need.* This justification may reference the statute and/or the imminent and substantial endangerment.
- C *A list of vendors contacted.* It is recommended that a copy of the SOW be provided to each of the potential vendors with a required return date. This ensures everyone is bidding on the same information and facilitates an easier comparison of like goods or services. In most situations, the lowest bid will be selected; however, in some situations a justification for selecting an alternate bid may be used. The OSC is not the selecting official, but only provides the information to the Simplified Acquisition Ordering Official. A minimum of three bids is required; however, a documented attempt to get a bid from a qualified source does count towards this minimum. At a minimum, the Simplified Acquisition Ordering Official will require vendor names, phone numbers, and vendor response.
- C *A funded PR.* (The CO or Simplified Acquisition Officer may go 10% over the PR amount when an order is placed.)

The OSC should verify these procedures with Regional acquisition personnel because they may vary from Region to Region. In addition, simplified acquisitions may require one or two weeks of lead time. Therefore, it is not appropriate in many emergency situations. The local phonebook/yellow pages, Chambers of Commerce, and the Mayor's office are excellent sources for vendors.

Some examples of the use of simplified acquisition include:

- C Planting trees and repair of a sidewalk after a removal was completed;
- C Building a gravel road and pad for a command post; and

- C Installation of a water filtration systems on drinking water wells. (Note: Maintenance of filtrations systems is likely better handled under some other type of acquisition tool.)

Other Simplified Acquisition Tools

Other simplified acquisition tools are available but may have limited use in emergency responses. These include the following:

- C Blanket Purchase Agreement - A simplified method of filling anticipated repetitive needs for supplies or services by establishing “charge accounts” with qualified sources of supplies. These are typically used by Regional management office staff to provide for repetitive office needs.
- C Government-Wide Agency Contracts (GWACs) - Simplified acquisition contracts for various information technology supplies and services. Additional information on GWACs may be found on OAM's Web site at <http://epawww.epa.gov/oamintra/policy/gwachtml.htm>.

GSA Schedule

“GSA serves as the acquisition and procurement arm of the federal government, offering equipment, supplies, telecommunications, and integrated information technology solutions to federal agencies so that the agencies can focus on doing what they do best—serving the public.” In addition to products like backpacks, knives, MREs, furniture, vehicles, etc, GSA has on its schedule services or contractors who can accomplish some of the similar tasks as EPA’s prime contractors or those outside the scope of the prime contracts.

Overview www.gsa.gov/Portal/gsa/ep/home.do?tabId=2

GSA Advantage www.gsaadvantage.gov/advgsa/advantage/main/start_page.do

Schedule 899 - Environmental Services

Environmental Services Schedule 899 is a priority source for industry experts providing support to federal agencies. Services under this Schedule are designed to support agencies in meeting their environmental requirements and streamline the contracting process by providing a faster, more cost efficient means to meet environment requirements.

Schedule 874 V - Logistics Worldwide (LOGWORLD)

The Logistics Worldwide (LOGWORLD) Multiple Award Schedule 874 V, assists federal agencies in procuring comprehensive logistics solutions. Services include all phases of planning, acquisition and management of logistics systems, providing expert advice, assistance, guidance, management, or operational support services that permit the deployment of supplies, equipment, materials and associated personnel. Training is provided in system operations, automated tools for supply and value chain management, property and inventory management,

distribution and transportation management, and maintenance of equipment and facilities supporting these activities. Turnkey or total solutions are available in support of a logistics functions and minor repair and alteration services, ancillary to existing SINs under this Schedule, are also provided.

Please refer to Appendix 4-F for more information on Environmental Services Schedule 899 and the LOGWORLD Multiple Award Schedule 874 V.

4.2.7 Site-Specific Contracts

In certain circumstances, it may be advantageous to place and manage a site-specific contract. This tool requires considerable up-front resources, especially on the contracting side, to initiate and should only be used in special situations. An example of a site specific contract would be a fixed-price, performance-based contract for well-defined project. This type of contract specifies certain levels of performance by the contractor. For example, in the case of soil treatment, a performance-based contract may require the contractor to treat a given amount of soil to a predetermined level. If a site specific contract is used, competitive bids will be received which can reduce overall costs to the project. In addition, performance-based, fixed price contracts require less EPA oversight than the time-and-materials or cost-reimbursement because EPA is only concerned about the contractor meeting the predetermined performance levels. Day-to-day cost tracking by EPA is not required for this type of contract.

Site-specific contracts are desirable because they promote competition and allow for fixed-pricing. They should be considered in non-emergency situations. The following four factors should be weighed when contemplating the use of a site-specific contract:

1. Lead time - A minimum of four to six months of lead time is recommended.
2. Cost - With a large action, the potential for savings is greater. Actions costing more than \$2 million should generally have some component of the work done on a site-specific, fixed-price basis.
3. Complexity - The cleanup action should be relatively straightforward. Complex actions may require more flexibility than is allowed for in a SOW of a site-specific contract.
4. Management - Site-specific contracts require more up front preparation and management than using an existing ERRS contract.

The OSC must verify that funds to support the contract are available. OSCs are responsible for securing the IGCE, writing the SOW, organizing any necessary technical evaluation of those making offers, and often serving as PO. The CO and PO are responsible for preparing the procurement package, including the Procurement Initiation Notification (PIN). Requirements for preparing the PIN are located on the OAM web page. The CO is responsible for placing the advertisement, reviewing submitted bids, overseeing negotiations, and awarding the contract. For additional guidance, refer to the “Superfund Removal Procedures, Response Management: Removal Action Start-Up to Close-Out,” EPA 540-R-96-039.

4.2.8 Pollution Removal Funding Authorizations (PRFAs)

If an OSC requires the services of another government Agency (Federal, State, Tribal, or local) for a response to a release of oil that impacts or threatens to impact waters of the United States in which an applicable IAG with that organization has not been executed, the EPA OSC may execute a PRFA. PRFAs are similar to cooperative agreements or IAGs, except that they can be entered into with a Federal, State, Tribal, or local agency. PRFAs provide the assisting agency with a SOW and budget ceiling. OSCs should ensure that the agency they are entering into a PRFA with understands the cost documentation necessary to receive direct reimbursement for eligible costs from the National Pollution Fund Center (NPFC). Additional guidance on the use of PRFAs may be found in EPA's, “Guidance for the Use of the Oil Spill Liability Trust Fund,” OSWER 9360.8-11.

4.2.9 Interagency Agreements (IAGs)

IAGs may be used to obtain support from other Federal agencies. Support may be requested directly from the appropriate department or agency, or through the department's representative to the National Response Team (NRT) or the various Regional Response Teams (RRT). Some Regions have an umbrella IAG with certain Federal agencies, such as the U.S. Army Corps of Engineers or the USCG, which can be utilized to obtain immediate support. If a new IAG must be entered into, it will likely take several weeks to initiate. Some national umbrella IAGs also exist. An example of a national umbrella IAG is the EPA Headquarters/USCG IAG which provides site-specific funding for oil spill responses. A certain portion of this funding is distributed annually to each of the regions for small to medium oil spill responses. For long-term and costly oil spill response, a site-specific IAG will usually be initiated between the region and the USCG. OSCs should know what umbrella IAGs are available in their Region. IAGs may be used for either CERCLA or OPA cleanups. At a minimum, initiating an IAG requires a SOW and an EPA interagency agreement/amendment form. (*See Section 5.2 of this Guide for information on the specific assistance available through other Federal agencies.*)

4.2.10 Response Action Contracts (RACs)

The Response Action Contracts (RACs) provide EPA with professional architect/engineer, technical, and management services to support remedial response, enforcement oversight, and *non-time-critical (NTC) removal actions*. While in many Regions, OSCs do not routinely conduct NTC removal actions, the RAC SOW does allow for support in this area. The SOW includes NTC tasks such as Engineering Evaluation/Cost Analyses (EE/CAs), community relations, site characterization, sample analysis, analytical support, data validation, risk assessment, identification, screening, and analysis of alternatives, and NTC removal design and action. OSCs should contact their Regional CO responsible for the RACs contract for additional information about this tool.

Appendix 4-A

Task Order Forms

| <p>United States Environmental Protection Agency Washington, DC 20460</p> <p>TASK ORDER FOR EMERGENCY RESPONSE CLEANUP SERVICES</p> | | | | | | |
|--|----------------|----------------------|--|----------------------------|----------------------------|-------------------------|
| <p><i>(This task order is subject to all terms and conditions of the contract identified in Block 2.)</i></p> | | | | | | |
| 1. DATE OF ORDER: | | | 4. TIME OF INITIAL ORDER: <i>(If initial order was verbal)</i> <i>(Specify Time Zone)</i> | | | |
| 2. CONTRACT NUMBER: 68-S5-98-02 | | | ___ AM ___ PM | | | |
| 3. ORDER NUMBER: | | | 5. TASK ORDER CEILING AMOUNT: <i>(Obligated Amount)</i> | | | |
| 6a. ISSUED TO: CONTRACTOR <i>(Name, address, and Zip Code)</i> | | | 7a. ISSUED BY: ORDERING OFFICE <i>(Name, address, and Zip Code)</i> | | | |
| 6b. PROGRAM MANAGER: <i>(Name and Phone Number)</i> | | | 7b. EPA REGION/USCG DISTRICT | | 7c. ZONE | |
| 6c. RESPONSE MANAGER: <i>(Name and Phone Number)</i> | | | 7d. ON-SCENE COORDINATOR <i>(Name and Phone Number)</i> | | | |
| 8. RESPONSE LOCATION: <i>(Site Name and/or Address and Zip Code)</i> | | | 9. CONTRACTOR REQUIRED ON SITE: <i>(Date and Time)</i> <i>(Specify Time Zone)</i> | | | |
| | | | ___ AM ___ PM | | | |
| | | | 10. REQUIRED WORK COMPLETION DATE: | | | |
| 11. STATEMENT OF WORK <i>(The Contractor shall furnish the necessary personnel, materials, services, facilities, and otherwise do all things necessary for, or incident to, the performance of the work set forth below:</i> | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA | | | | | | |
| Line | DCN (Max 6) | Budget/FY (Max 4) | Appropriation Code (Max 6) | Budget Org/Code (Max 7) | Program Element (Max 9) | Object Class (Max 4) |
| 1 | SAX | 98 | T | 5AFOE | FAX | 25.05 |
| 2 | | | | | | |
| 3 | | | | | | |
| Amount (Dollars) | | (Cents) | Site/Project | Cost/Org/Code | SFO (Max 2) | |
| 1 | | | | C001 | 22 | |
| 2 | | | | | | |
| 3 | | | | | | |
| 13. ORDERING OFFICER: | | | | | | |
| NAME/TITLE: | | | SIGNATURE: | | DATE: | |

EPA Form 1900-59 (Rev. 7-94) Electronic and Paper versions acceptable. Previous additions are obsolete.

Appendix 4-B

Sample Daily Work Order/Daily Work Report

Sample Daily Work Order/Daily Work Report

| | | |
|-------------------------|---------------------------------------|----------------------------|
| U.S.EPA REGION V | | |
| PAGE 1 OF 1 | DAILY WORK ORDER/REPORT – ERRS | DATE: July 10, 1997 |

SITE NAME: Lakeside Refining

| | |
|--|--|
| SITE NUMBER: <u>A545</u> ON-SCENE COORDINATOR: Jane Smith | CONTRACT NO.: <u>68-52-5001</u> DELIVERY ORDER NO.: <u>5001-05-399</u> RESPONSE MANAGER: John Doe |
|--|--|

| | |
|---|--|
| START MONITORS: Environmental Monitoring, Inc. | CONTRACTOR: Clean up the Mess Fast, Inc |
|---|--|

| WORK AUTHORIZED | WORK ACCOMPLISHED |
|--|-------------------|
| • Continue placement of final site grade. | |
| • Continue general pickup and decon of tools, trailers, etc. | |
| • Continue demolition of boilerhouse. | |
| • Continue to load and ship rolloff boxes of scrap steel. | |
| • Continue removal of ACM from old boiler. | |
| • | |

| | | | |
|-----------------------|----------------------|-----------------------|----------------------|
| OSC SIGNATURE: | RM SIGNATURE: | OSC SIGNATURE: | RM SIGNATURE: |
|-----------------------|----------------------|-----------------------|----------------------|

| | | |
|---------------------------|--------------------|-------------------------------------|
| AUTHORIZED PERSONNEL | | |
| <u>1</u> RESPONSE MANAGER | <u>1</u> CLERK | <u>2</u> CLEAN-UP TECHNICIAN |
| <u>1</u> FOREMAN | <u>1</u> OPERATOR | <u> </u> LAB TECHNICIAN |
| <u> </u> CHEMIST | <u> </u> LABORER | <u> </u> OTHER <u>DBA Laborer</u> |

| EQUIPMENT AND MATERIALS | | | | | | | |
|-------------------------|-----|------|--------|----------------------|-----|------|--------|
| ITEM: | QTY | USED | UNUSED | | QTY | USED | UNUSED |
| 71-331 Pickup Truck | 1 | | | SCBA | 3 | | |
| 71-922 Pickup Truck | 1 | | | Hand held radio | 12 | 10 | |
| 72-595 Decon trailer | 1 | | | computer and printer | 1 | | |
| | | | | 5 kw generator | 1 | | |

| | |
|-----------------------|----------------------|
| AMENDMENTS | |
| OSC SIGNATURE: | RM SIGNATURE: |

Appendix 4-C

Sample Subcontract Consent Letter

Subcontract Consent and Review Checklist

Example for Emergency Consent Letter

Attachment 1

Ms./Mr.
Subcontract or Purchasing Manager
Company name
Address

Subject: Contract No.
Delivery Order No. 0012-01-____, [site name]_____
CONSENT TO SUBCONTRACT WITH [name of subcontractor]

Dear Ms. Smith:

I have reviewed the subject request for consent dated _____ for the proposed subcontract for [type of services] at the above site. This consent is subject to all clauses, articles, terms and conditions of the prime contract, and is based on the supporting information which you provided. The subcontract is a [fixed unit price/firm fixed price] for a total of [insert subcontract amount]. The period of performance for this subcontract consent is _____.

You shall not construe this consent to be a determination as to the acceptability of the subcontract terms or price or the allowableness of any costs under the subcontract, nor to constitute an increase in the prime contract value. This consent does not hereby relieve your firm of any contractual or legal obligation. This consent creates neither any Government obligation to, nor privity of contract with, your subcontractor. This consent shall be without prejudice to any right or claim of the Government under the prime contract. No subcontract term shall in fact obligate me, another Contracting Officer, or any board of contract appeals to decide questions that do not arise between the Government and your firm or that are not cognizable under the "Disputes" clause of the prime contract. Consent does not constitute approval, and the proposed arrangement remains your subcontract and your responsibility.

Sincerely,

On-Scene Coordinator

cc: Contracting Officer
Project Officer

SUBCONTRACT CONSENT CHECKLIST

CONTRACT NO. _____ CONTRACTOR NAME: _____

SUBCONTRACT FOR: _____

A. RESPONSIBLE OFFICIAL MAY NOT GRANT CONSENT IF ANY OF THE FOLLOWING APPLY:

- C Cost-Reimbursement subcontracts if the fee exceeds the fee limitations of FAR 15.903(d).
- C Subcontracts providing for payment on a cost-plus-a-percentage-of-cost basis.
- C Subcontracts obligating the contracting officer to deal directly with the subcontractor.
- C Subcontracts that make the results of arbitration, judicial determination, or voluntary settlement between the prime contractor binding on the government.
- C Repetitive or unduly protracted use of cost-reimbursement, time and materials, or labor hour subcontracts.

B. ADDITIONAL CONSIDERATIONS:

| | YES | NO | N/A |
|---|-----|-----|-----|
| 1) Is the decision to subcontract consistent with the contractor's approved make-or-buy program? | ___ | ___ | ___ |
| 2) Is the subcontract for special test equipment or facilities that are available from government sources? | ___ | ___ | ___ |
| 3) Is the selection of the particular supplies, equipment, or services technically justified? | ___ | ___ | ___ |
| 4) Has the contractor complied with the prime contract requirements regarding labor surplus area or small business subcontracting, including if applicable, its plan for subcontracting with small business concerns? | ___ | ___ | ___ |
| 5) Was adequate price competition obtained or its absence properly justified? | ___ | ___ | ___ |
| 6) Did the contractor adequately assess and dispose of the contractor's alternate proposals, if offered? | ___ | ___ | ___ |
| 7) Does the contractor have a sound basis for selecting and determining the responsibility of the particular subcontractor? | ___ | ___ | ___ |
| 8) Has the contractor performed adequate cost or price analysis or price comparisons and obtained accurate, complete, and current cost or pricing data, including any required certifications? | ___ | ___ | ___ |

| | YES | NO | N/A |
|---|-----|-----|-----|
| 9) Is the proposed subcontract type appropriate for the risks involved and consistent with current policy? | ___ | ___ | ___ |
| 10) Has adequate consideration been obtained for any proposed subcontract that will involve the use of Government furnished facilities? | ___ | ___ | ___ |
| 11) Has the contractor adequately and reasonably translated prime contract technical requirements into subcontract requirements? (i.e., bonding, insurance, DBA, SCA, conflict of interest, certificate of procurement integrity, quotations) | ___ | ___ | ___ |
| 12) Does the prime contractor comply with applicable cost accounting standards for awarding the subcontract? | ___ | ___ | ___ |
| 13) Is the proposed subcontractor on the Consolidated List of Debarred, Suspended, and Ineligible Contractors? | ___ | ___ | ___ |
| 14) The proposed subcontract contains all the required representations and certificates, either the FAR clause or the Contractor's format. | ___ | ___ | ___ |
| 15) The SOW for the proposed subcontract is not so restrictive so as to limit competition and conforms to all requirements concerning personal services, inherently governmental functions and prohibited services. | ___ | ___ | ___ |
| 16) The proposed subcontract contains all of the appropriate and necessary clauses and provisions, as delineated in the list of flow-down clauses below and in accordance with the FAR and EPAAR. | ___ | ___ | ___ |

RESPONSIBLE OFFICIAL:

REVIEW: _____
(Name, Title) (Date)

CONSENT: _____
(Name, Title) (Date)

Directions for Completing Subcontract Consent Checklist

- 1) Make-or-Buy Determinations: Most contracts do not contain a Make-or-Buy Plan. If they do, there should be specific contract clauses and an approved Make-or-Buy Plan as a contract attachment. If a Make-or-Buy Plan does exist, pricing and procedures should be set forth in the Approved Plan and the proposed subcontract should be in accordance with this plan. (See FAR 15.407-2.) This element is usually N/A.
- 2) Special Test Equipment or Facilities: This is normally not applicable to Superfund Contracts. If you have questions regarding this issue, you may review FAR Part 45 or contact your Regional CO.
- 3) Technically justified: OSC/COR must ensure the supplies or services being provided by the subcontract are technically needed for the project
- 4) Compliance with small/small disadvantaged business goals: Contractors are encouraged to compete requirements to small/small disadvantaged and women owned businesses. Large businesses are required to submit a Subcontracting Plan outlining their goals for the dollar amounts they plan to subcontract during the life of the contract. (Small businesses are exempt from this requirement, but are still encouraged to promote small/small disadvantaged business participation). Businesses are in compliance with this if they try to include these types of businesses in soliciting proposals.
- 5) Adequate competition: Normally 3 offerors reflects competition. Any sole source subcontracts must be adequately justified.
- 6) The prime contractor should provide a justification for the selection of a particular subcontractor. This may be based on cost, technical capabilities, or some other reason acceptable under the FAR.
- 7) Responsibility: The prime contractor must provide information as to how responsibility of the proposed subcontractor was determined. This can be done through previous successful history with the subcontractor (citing previous purchase/contract numbers), through reference checks, or other documented means by the prime contractor. Verify that the subcontractor is not on the debarred or ineligible list. The prime contractor should also ensure that the subcontractor has adequate resources to perform. Additionally, if the Davis-Bacon Act applies to the subcontract, the prime must be assured that Davis-Bacon wages are being paid.
- 8) Price Reasonableness Determination: As a general rule, **adequate** price competition can be defined as competition of a minimum of 3 offerors AND a price difference of no more than 20% between the low and next low offer. If there is more than a 20% price differential, it may be considered a wide disparity in pricing and offerors may be asked to verify their pricing as accurate and complete. The appearance of a price disparity alerts the OSC to the fact that any one of the offerors may have misunderstood or misinterpreted the requirement, or is not proposing Davis-Bacon Act wages. If there is an explanation as to the price differential such as quantity discounts proposed by the low offeror, restricted time frame requirements, location of the offeror, or company discounts due to heavy or frequent utilization of the proposed offeror, etc., please note this in the package.

Secondly, commerciality may be utilized to determine price reasonableness. Commerciality is defined as having a published catalogue or price list and verifying its use with one or two commercial customers. Verification may be done verbally and documenting this conversation or by obtaining copies of invoices illustrating usage of the catalogue price.

Price history may also be utilized to determine price reasonableness. However, it must be for similar items where the original pricing was determined fair and reasonable based upon price competition, commerciality, or cost analysis. If there is a difference in the items, then the conclusions used to make the comparison must be explained. For instance, if the current item required is twice as large as the original item, then it is reasonable to conclude the new price may be twice as much, or if the item is twice the complexity of the original item, the new price may be double the original price. Comparison to an internal price estimate may be used as a last resort, but the internal price estimate must be developed with reasonable and justifiable assumptions and cost estimates.

A combination of the approaches outlined above may be utilized to determine price reasonableness. A complete and thorough explanation of the sources sought, the price reasonableness determination, and determination of contractor responsibility will result in a subcontract package that can be reviewed and consented to quickly.

- 9) Appropriate Subcontract Type: This element ensures the appropriate type of contract has been selected by the prime contractor based upon the technical requirements and complexity.

The following provides a short explanation of the different contract types:

Fixed Price contracts provide for a firm price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. The contractor assumes the maximum risk under a fixed price contract by making them fully responsible for all costs. It provides maximum incentive for the contractor to control costs and perform effectively and efficiently. This type of contract is the preferred type of contract for the requirements that can be clearly defined with no uncertainties or risks identified. It should be used when acquiring commercial items or other supplies or services on the basis of reasonably definite requirements or specifications.

Indefinite Quantity Contracts provide for an indefinite quantity, within stated limits of supplies or services to be furnished during a fixed period, with deliveries or performance to be scheduled by placing orders with the contractor. These are items that can be identified in such a way that a fixed price for them can be derived, and only the required quantity and delivery are unknown or uncertain. These types of contracts may also be cost reimbursable and not limited to fixed price.

Time and Material (T&M) contracts provide for acquiring supplies or services on the basis of direct labor hours at a specified fixed hourly rate that include wages, overhead, general and administrative (G&A) expenses and profit and materials at cost, including material handling costs as part of material. This type of contract may be used only when it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. This is the least preferred contract type, as the Government will ultimately bear all of the risk.

Cost Reimbursement contracts provide for payment of allowable incurred costs. These contracts establish an estimate for the cost of performance. The limits of performance are set by the estimated cost. These contracts may be incrementally funded. **THIS IS THE LEAST PREFERRED CONTRACT TYPE AS THE GOVERNMENT WILL ULTIMATELY BEAR ALL OF THE RISK.**

10) Government-furnished facilities: In accordance with FAR Part 45, the Government is only allowed to furnish facilities (basically, another term for property) to contractors under very specific and limited circumstances. See FAR 45.302-1. Therefore, this element is usually N/A.

11) Interpretation of technical requirements: Requires review of the subcontract statement of work or specifications and quantities by the OSC or COR, and transmittal to the CO in plain language.

12) Compliance with cost accounting standards: This is required only for subcontracts in excess of \$500,000. There are exceptions such as small businesses, fixed price subcontracts, subcontracts awarded based upon competition, etc. (More exceptions are identified in 48 CFR, Chapter 99, which is an appendix to the FAR and accessible through the Internet or through the Code of Federal Regulations (CFR) at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>) This element is usually N/A.

13) Debarred Listing: GSA puts out a monthly List of Parties Excluded from Federal Procurement and Non-procurement Programs. A copy is available in your Regional CO office or through the Internet at <http://www.arnet.gov/epl/>

14) Required flow down clauses: There are clauses contained in the prime contract which are required to be flowed down to any subcontracts. These clauses must be included in the terms and conditions of the subcontract. Ensure a copy of the terms and conditions of the subcontract are included with the subcontract consent package. Check also with the Contracting Officer to see if a list of required flow down clauses are available. It is the contractors responsibility to ensure that the flow down clauses are included in the submittal.

15) Fee limitations within cost type contracts: Usually N/A. If required, use the FAR or contact the Contracting Officer

16) Cost-Plus-Percentage-of-Cost Contracts: It must be ensured that the contractor is not using a cost-plus-percentage-of-cost type of contract as this type of contract is PROHIBITED under the FAR 16.102. An example is subcontract line items (labor, ODCs, Travel, materials, etc., subtotals to \$100,000 and the fee (or profit) calculated by:

| | |
|-----------|------------------|
| \$100,000 | (Subtotal) |
| X | 8% (Fee/Profit) |
| \$108,000 | (Contract total) |

17) The contractor should provide a brief description of the supplies/services being ordered.

18) The contractor should provide a justification of the need to subcontract (i.e., technical capabilities not available with contractor.)

Appendix 4-D

Sample Third Party Draft

Sample Third Party Draft

010397 02 8 Branchpay® 1-800-444-6899 Another service of Geico Information Network, Inc. Eden Prairie, MN 30300000 00

BRANCHPAY

EPA
1445 ROSS AVE., SUITE 1200
DALLAS, TX 75202

PAYABLE THROUGH
NORWEST BANK RED WING, N.A. 75-45
RED WING, MN 819

0100 248

B.P. AUTH. NO. _____ DATE _____
NOT VALID AFTER 30 DAYS FROM DATE

PAY TO THE ORDER OF **SAMPLE** \$ _____

NOT GOOD FOR MORE THAN **\$5000.00** NOT REDEMPTABLE FOR CASH BY DRAWER'S AUTHORIZED REPRESENTATIVE DOLLARS

Void

SIGNATURE OF DRAWER'S AUTHORIZED REPRESENTATIVE _____

MEMO _____

By signing this instrument, each of the abovesigned certifies that this instrument has been drawn in accordance with the authority issued by GEICO INFORMATION NETWORK, INC. If any statement herein be untrue why, the abovesigned, agree to pay to the drawer upon demand the amount of this instrument and all expenses and damages arising from such instrument.

#0100 248# 109190 65: 22 105 ?# 262

Appendix 4-E

Notice to Proceed (NTP) Checklist

SF33

NTP Clauses

NTP CHECKLIST

| | |
|---|-----------------------|
| (1) Briefly describe the emergency requiring the issuance of a NTP. | |
| Date/Time: | Place: |
| Type of Response Required: | |
| (2) Official Making the Emergency Designation. | |
| Name: | Position/Title |
| (3) Is the cognizant FCS 1102 CO available? Yes ___ No ___ | |
| Date Called: | Time Called: |
| (4) Explain why none of the other existing contracting mechanisms may be used, or are available, in this instance? | |
| (5) Are all actual or potential conflict of interest issues resolved? | |
| (6) Statement of Work (SOW): | |

| | | | | | |
|--------------------------------------|------------------------|---|--|--------------------------------|---------------|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE OF PAGES |
| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER | |
| 7. ISSUED BY | | CODE | 8. ADDRESS OFFER TO (If other than Item 7) | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | | | |
|----------------------------------|---------|---------------------------------|--------|-------------------|
| 10. FOR INFORMATION CALL: | A. NAME | B. TELEPHONE (NO COLLECT CALLS) | | C. E-MAIL ADDRESS |
| | | AREA CODE | NUMBER | EXT. |

11. TABLE OF CONTENTS

| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | 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 | | | | | |

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|--|----------------------|----------------------|----------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i> | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
|--|----------------------|----------------------|----------------------|-------------------|

| | | | | |
|--|---------------|------|---------------|------|
| 14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i> | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | |

| | | | | | |
|----------------------------------|--------|--|---|--|----------------|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i> | | |
| 15B. TELEPHONE NUMBER | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | 17. SIGNATURE | | 18. OFFER DATE |
| AREA CODE | NUMBER | | | | |

AWARD (To be completed by Government)

| | | | | | |
|---|------------|----------------------------------|---|--|----------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) () | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM |
| 24. ADMINISTERED BY (If other than Item 7) | | CODE | 25. PAYMENT WILL BE MADE BY | | CODE |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | | 27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i> | | 28. AWARD DATE |

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NTP CLAUSES

The following clauses apply to this NOTICE TO PROCEED (NTP). By signing this NTP, the Contractor agrees to abide by all of these contract clauses. In addition to these clauses, the CO, during the definitization process, may include any other appropriate clauses in the contract.

Note to Contractor: The FCS 1102 CO will send the “Contractor Representations, Certifications, and Other Statements of Offerors” to the contractor during the definitization process. The contractor shall complete and submit the “Contractor Representations, Certifications, and Other Statements of Offerors” to the FCS 1102 CO prior to definitization of the NTP.

52.216-23 Execution and Commencement of Work (Apr 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract (SF33) and returning them to the Contracting Officer/Warranted On-Scene Coordinator not later than _____ [insert date]. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

52.216-24 Limitation of Government Liability (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding _____ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is _____ dollars.

(End of clause)

52.216-25 Contract Definitization (Oct 1997)

(a) A _____ [*insert specific type of contract*] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the NTP, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a either a cost or price proposal as requested during definitization and negotiations by the FCS 1102 CO.

(b) Definitization Schedule (These dates may be modified by the definitizing FCS 1102 CO):

| | |
|---|-------------------------------------|
| Contractor submits definitization proposal to CO: | 14 business days after award of NTP |
| Parties conclude negotiations: | 45 business days after award of NTP |
| Parties execute definitized agreement: | 90 business days after award of NTP |

(c) If agreement on a definitive contract to supersede this Notice to Proceed (NTP) is not reached within 90 days after award of the NTP, or within any extension of it granted by the FCS 1102 CO Officer, the FCS 1102 CO may, with the concurrence of the Chief of the Contracting Office (CCO) determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of

the FAR. The CO's determination is subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by terms of the definitized contract.

(i) All clauses required by the FAR on the date of execution of this NTP for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this NTP shall continue in effect, except those that by their nature apply only to the NTP.

(End of Clause)

REQUIRED IN ALL NTPs WHEN A COST-REIMBURSEMENT DEFINITIVE CONTRACT IS CONTEMPLATED

52.216-26 Payments of Allowable Costs Before Definitization (Mar 2000)

(a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government will promptly reimburse the Contractor for all allowable costs under this contract at the following rates:

(1) One hundred percent of approved costs representing financing payments to subcontractors under fixed-price subcontracts, provided that the Government's payments to the Contractor will not exceed 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five percent of all other approved costs.

(b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

(d) Allowable costs. For the purpose of determining allowable costs, the term "costs" includes--

(1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(i) Supplies and services purchased directly for the contract, provided payments will be made--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

- (B) Ordinarily prior to the submission of the Contractor's next payment request to the Government;
- (ii) Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;
- (iii) Direct labor;
- (iv) Direct travel;
- (v) Other direct in-house costs; and
- (vi) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (3) The amount of financing payments that the Contractor has paid by cash, check, or other forms of payment to subcontractors.
- (e) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be--
- (1) Reduced by any amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for overpayments or underpayments made on preceding invoices or vouchers.

The following clauses are to be incorporated into the NTP and definitive contract where applicable. All asterisked (*) clauses have fill-ins which will be negotiated by the FCS 1102 CO during definitization. The full text of these clauses is available upon request from the cognizant EPA FCS 1102 CO.

Federal Acquisition Regulation (FAR) Clauses

| | | |
|-----------|---|----------|
| 52.202-1 | Definitions | Oct 1995 |
| 52.203-3 | Gratuities | Apr 1984 |
| 52.203-5 | Covenant Against Contingent Fees | Apr 1984 |
| 52.203-6 | Restrictions on Subcontractor Sales to Government | Jul 1995 |
| 52.203-7 | Anti-Kickback procedures | Jul 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | Jan 1997 |
| 52.204-4 | Printing/Copying Double-Sided on Recycled Paper | Jun 1996 |
| 52.232-17 | Interest | Jun 1996 |
| 52.232-25 | Prompt Payment | Jun 1997 |
| 52.233-1 | Disputes | Dec 1998 |
| 52.233-2 | Service of Protest | Aug 1996 |
| 52.233-3 | Protest After Award | Aug 1996 |
| 52.242-15 | Stop Work Order | Aug 1989 |
| 52.252-2 | Clauses Incorporated by Reference | Feb 1998 |

Environmental Protection Agency Acquisition Regulation (EPAAR) Clauses

| | | |
|-------------|--------------------------------------|----------|
| 1552.209-71 | Organizational Conflicts of Interest | May 1994 |
| 1552.229-70 | State and Local Taxes | Nov 1989 |

Appendix 4-F

Environmental Services Schedule 899

Logistics Worldwide (LOGWORLD) Multiple Award Schedule 874 V

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Schedule 899 - Environmental Services

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Environmental Services Schedule 899 is a priority source for industry experts providing support to federal agencies. Services under this Schedule are designed to support agencies in meeting their environmental requirements and streamline the contracting process by providing a faster, more cost efficient means to meet environment requirements.

A wide-variety of services and tasks can be ordered from industry experts who are qualified to offer support for:

- Strengthening Federal Environmental Management goals in Electronics Stewardship;
- Environmental Management Systems;
- Pollution Prevention, Cleanup and Restoration;
- HAZMAT;
- Training Awareness and more.



Reduce your agency's environmental footprint and meet agency goals through the services available on this schedule.

Variety of Offerings Include:

Schedule 899

| SIN Number | SIN Name |
|-----------------------|--|
| 899 1 | Environmental Consulting Services |
| 899 2 | Environmental Compliance Services |
| 899 3 | Environmental Training Services |
| 899 4 | Waste Management Services |
| 899 5 | Materials and Waste, Recycling & Disposal Services |

| | |
|-----------------------|--|
| 899 6 | Environmental Advisory Services |
| 899 7 | Geographic Information Services (GIS) Services |
| 899 8 | Remediation and Reclamation Services |

The Environmental Program assists agencies in complying with environmental initiatives and meeting goals through contractors offering:

[899-1 Environmental Planning Services & Documentation:](#)

Services include, but are not limited to:

- Environmental Consulting that includes the development;
- Planning;
- Facilitation;
- Coordination and documentation for initiatives in areas of chemical, biological, radiological, and/or hazardous material services;
- Environmental Assessments and Environmental Impact Statements under the National Environmental Policy Act (NEPA);
- Endangered Species, Wetlands, Watersheds and other Natural Resource Management plans;
- Archeological and/or Cultural Resource Management Plans;
- Environmental Program and Project Management and Environmental Regulation Development;
- Economic, Technical and/or Risk Analysis; and, other environmentally related studies and/or consultations. Homeland Security issues including vulnerability assessments, biochemical protection, identification of threats and protective measures to mitigate the threats and Crime Prevention through Environmental Design (CPTED) surveys.

[899-2 Environmental Compliance Services:](#)

- Services include, but are not limited to: Environmental Compliance Audits; Compliance Management and/or Contingency Planning; Permitting; Spill Prevention/Control and Countermeasure Plans; Pollution Prevention Surveys; ISO 14000/Environmental Management Systems (EMS); and Community Right to-Know Act reporting.

[899-3 Environmental Occupational Training Services:](#)

- Training to include standard (off the shelf), customized, and/or computer-based interactive courses, as well as converting existing courses to electronic media. Training may be conducted on or off site and may be on any number of environmentally related issues, including fire preparedness training and public fire safety education.

899-4 Waste Management Services:

Operational services, advice, or guidance in support of agencies' Waste Management Services. Examples include, but are not limited to:

- Data collection, feasibility or risk analysis, RCRA/CERCLA site investigation, hazard and/or non hazard exposure assessments, waste characterization and source reduction studies, review and recommendation of waste tracking or handling systems, waste management plans and/or surveys, waste minimization/pollution prevention indicatives, review of technologies and processes impacting waste management, furnishing or inventory of Material Safety Data via CD, Internet, facsimile, mail or other media; development of emergency response plans.

899-5 Reclamation, Recycling and Disposal Services:

Services include, but are not limited to:

- Establishment and/or operation of waste management and/or recycling systems to include waste collection, reuse assessments, inventory, destruction, inventory transfer and/or disposal after compliance with GSA Office of Personal Property Management requirements outlined in Federal Management Regulations 101-42, 102.36, and 102.37 (as applicable).

Types of waste management and/or recycling systems include, but are not limited to:

- Excess inventory;
- Surplus inventory;
- Management and oversight of HazMat disposal operations;
- Confiscated materials;
- Electronic equipment;
- Batteries;
- Chemicals;
- Solids;
- Biological matter;
- Cathode Ray Tubes (CRTs); and
- Waste Minimization/Pollution Prevention initiatives.

This effort does not include transportation and/or disposal of radioactive waste. No remediation efforts are associated with this SIN.

Note: In order to qualify to perform services under this SIN, the offeror is required to provide the following documentation:

- Provide a summary of documentation process used through final disposition of all materials obtained and/or generated. (Required if offering recycling and/or disposal services.)
- Provide a summary of methods used for tracking material to final destination. (Required if offering recycling and/or disposal services.)
- Certify compliance with environmental laws and regulations pertaining to recycling and/or disposal. (Required if offering recycling only.)
- Provide a summary of firm's data security process (e.g., process used for destruction of hard drive). (Required if offering recycling only.)
- Provide a summary of warehousing process. (Required if offering recycling only.)
- Provide process flow identifying ownership of all parts involved in electronic recycling (e.g., transfer of CERCLA liability). (Required if offering recycling only.)
- Identify who the subcontractors are that will be used in recycling and/or disposal process OR certify that they understand that subcontractors may be required to be identified in any resultant task order issued by an ordering agency. If subcontractors are identified, pricing is to be included with the submission of Contractor's offer.

Note: This effort does NOT include handling/disposal and/or transportation of nuclear waste.

[899-6 Environmental Advisory Services:](#)

Services include, but are not limited to:

- Ongoing advice and assistance with data and information support of agency environmental programs involving areas such as Hazardous Material Spill;
- Material Safety Data Sheets (MSDS);
- Information hotlines;
- Poison control hotlines;
- Environmental Regulations, Biological/Medical Data Sheets and Environmental Policy/Procedure Updates.

[899-7 Geographic Information Services \(GIS\):](#)

Provide operational services, advice, or guidance in support of agencies' environmental programs utilizing Geographic Information Services.

Services include but are not limited to:

- Mapping and cartography, natural resource planning, site selection, migration pattern

analysis, pollution analysis, and emergency preparedness planning.

- Provide services to support geologic logs, topographic data, 3D/4D interactive visualization packages, and data interpretation.

Note: Services of an Architect-Engineering nature as set forth in FAR Part 36 are specifically excluded.

899-8 Remediation Services:

Services include, but are not limited to:

- Excavation, removal and disposal of hazardous waste;
- Remediation-related laboratory testing;
- Site preparation characterization, field investigation, conservation and closures;
- Wetland restoration;
- Emergency response clean up;
- UST/AST Removal;
- Air monitoring;
- Soil vapor extraction;
- Stabilization/solidification;
- Bio-venting;
- Carbon absorption;
- Reactive walls;
- Containment;
- Monitoring and/or reduction of hazardous waste sites as well as unexploded ordnance removal.

This effort does **not** include any remediation/transportation, disposal of radioactive waste, asbestos removal and/or paint removal, construction and Architect-Engineering services as set forth in FAR Part 36 (including construction, alteration or repair of buildings, structures, or other real property) or Disposal "only". Disposal services performed under this SIN must be ancillary to remediation services performed.

Multiple Award Schedule Desk Reference

The shortcut to this page is
www.gsa.gov/environmentalservices.

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Schedule 874 V - Logistics Worldwide (LOGWORLD)

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The Logistics Worldwide (LOGWORLD) Multiple Award Schedule 874 V, assists federal agencies in procuring comprehensive logistics solutions. Services include all phases of planning, acquisition and management of logistics systems, providing expert advice, assistance, guidance, management, or operational support services that permit the deployment of supplies, equipment, materials and associated personnel. Training is provided in system operations, automated tools for supply and value chain management, property and inventory management, distribution and transportation management, and maintenance of equipment and facilities supporting these activities. Turnkey or total solutions are available in support of a logistics functions and minor repair and alteration services, ancillary to existing SINs under this Schedule, are also provided.



Variety of Offerings Include:

Schedule 874 V

| SIN Number | SIN Name |
|--------------------------------------|--|
| 874 501 | Supply & Value Chain Management Services |
| 874 503 ¹ | Distribution & Transportation Logistics Services |
| 874 504 | Deployment Logistic Services |
| 874 505 | Logistics Training Services |
| 874 506 ² | Support Products |
| 874 507 ³ | Operations & Maintenance Logistics Management and Support Services |
| 874 597 ⁴ | Ancillary Repair and Alteration |

¹ *Note: Commercial passenger airline services covered by the Airline City Pair Program and*

courier services covered by Schedule 48, Transportation, Delivery and Relocation Solutions are excluded.

² *Note: Contractors may provide ancillary products used only in direct support of services provided under Special Items Number (SIN)s 874-501, 874-503, 874-504, 874-505 and 874-507. Any licensing fee/agreements required for Commercial Off The Shelf (COTS) hardware and software will be negotiated at the task order level.*

³ *Note: Refer to Schedule 03FAC, Facilities Maintenance and Hardware, (SINs) 811 002, Complete Facilities Maintenance 811 003, Complete Facilities Management, for separate SIN requirements NOT part of a logistics management and support.*

⁴ *Note: This SIN EXCLUDES: (1) major or new construction of buildings, roads, parking lots and other facilities; (2) complex R&A of entire facilities or significant portions of facilities, and (3) Architect-Engineering Services subject to Public Law 92-582 (Brooks Act).*

Information for Federal Customers

- [Basic Schedule Ordering Guidelines](#)
- [BPA Information](#)

Information for Vendors

- [Is a Multiple Award Schedule \(MAS\) Right For You?](#)
- [Contractor Teaming Arrangements](#)
- [Procurement Technical Assistance Centers \(PTAC\)](#)
(Help with writing proposals and marketing your services to the government.)
- [Schedule Input Program \(SIP\)](#)
- [How to Prepare a Quality Offer](#)

Both Federal customers and vendors can benefit from the following publication - [Multiple Award Schedule Desk Reference](#)

The shortcut to this page is www.gsa.gov/logworld.

 [RATE THIS PAGE](#)

Chapter 5

**Access to
Other Response Resources**

Chapter 5. Access to Other Response Resources

5.1 National Response System Special Forces

Section 300.145 of the NCP identifies several special teams available to assist OSCs during a response. The following provides a summary of these special teams and the types of assistance they offer.

5.1.1 National Strike Force (USCG)

The National Strike Force (NSF) provides highly trained, experienced personnel and specialized equipment to USCG and other Federal agencies to facilitate preparedness and response to oil and hazardous substance pollution incidents in order to protect public health, welfare and the environment. The NSF is composed of four units, the National Strike Force Coordination Center (NSFCC), Atlantic (AST), Gulf (GST), and Pacific (PST) Strike Teams. These units combined provide a valuable source of technical and managerial expertise to Federal OSC responding to oil or hazardous materials pollution incidents. The NSF stands ready to deploy its equipment, personnel and expertise to support the OSC in achieving the most effective and efficient response possible. OSCs can obtain assistance from throughout the NSF by contacting their servicing Strike Teams.

The *Strike Teams* provide rapid response support in incident management, site safety, contractor performance monitoring, resource documentation, response strategies, hazard assessment, oil spill dispersant and in-situ burn operational effectiveness monitoring, and high capacity lightering and offshore skimming capabilities. The Strike Teams also train USCG units in environmental pollution response, test and evaluate pollution response equipment, and liaise with response agencies within their areas of responsibility.

The *NSFCC* provides oversight and strategic direction to the Strike Teams, ensuring enhanced inter-operability through a program of standardized operating procedures for response, equipment, training, and qualifications. The NSFCC conducts at least six major government-led spill response exercises each year under the National Preparedness for Response Exercise Program; maintains a national logistics network, using the Response Resource Inventory; implements the USCG Oil Spill Removal Organization program; and administers the National Maintenance Contract for the USCG thirty million dollar inventory of pre-positioned spill response equipment.

In addition to coordinating the activities of the three teams, the NSFCC has increased NSF support activities. These activities include development and oversight of a national maintenance contract that is essential to the readiness of pre-positioned spill response equipment; the classification of private sector oil spill removal organizations, the development of a publicly accessible database listing the available world-wide inventory of spill response equipment; a

logistics network; becoming a leader in the attainment and use of the Incident Command System (ICS) and response management theory; and the implementation of a national level preparedness for response exercise program.

The *Public Information Assist Team* (PIAT) is an element of the NSFCC staff, which is available to assist both EPA and USCG OSCs to meet the demands for public information during a response or exercise. Its use is encouraged any time the OSC requires outside public affairs support. The PIAT members are trained in journalism, public relations, and photography and have knowledge of pollution response techniques, equipment, and applicable federal laws. They are particularly useful for setting up and manning a news office and running press conferences. They respond with portable computer and communications equipment, along with camera and video gear, and can set up an information organization to meet OSC's goals at any site, regardless of its remoteness.

5.1.2 Environmental Response Team (EPA)

The Environmental Response Team (ERT) is a component of the Office of Superfund Remediation and Technology Innovation (OSRTI), Technology Innovation and Field Services Division (TIFSD) and maintains 24-hour response capability consisting of support personnel specializing in all aspects of hazardous substance and oil spill response. ERT personnel can advise and provide expert support to OSCs regarding:

- C . Hazard evaluation;
- C . Risk assessment;
- C . Multi-media sampling and analysis;
- C . On-site health and safety plans;
- C . Chemical, biological and radiological support;
- C . Field and laboratory analytical support;
- C . Cleanup techniques and priorities;
- C . Water supply decontamination and protection;
- C . Application of dispersants;
- C . Environmental assessment;
- C . Degree of cleanup required;
- C . Disposal of contaminated materials; and
- C . Technical training and exercise support.

In addition, the ERT has developed EPAOSC.net and other computer tools that assists OSCs in managing site specific and technical information. ERT has also developed RCMS, DRUMTRACK, and other computer-based applications and offers training on the use of the software.

OSC's may utilize ERT for technical assistance by contacting them directly at 732-321-6740. If after-hours support is necessary, the OSC should call the ERT duty officer at (732) 321-6660 or the National Response Center at (800) 424-8802.

5.1.3 Scientific Support Coordinators (EPA and NOAA)

Federal On Scene Coordinators may request Scientific Support Coordinators (SSCs) to assist with responses to releases of hazardous substances, pollutants, or contaminants. The SSC provides scientific support for the development of regional and local contingency plans. Generally, the National Oceanic and Atmospheric Administration provides SSCs in coastal and marine areas, while EPA provides them in inland areas. During a response action, the SSC serves under the direction of the OSC and is responsible for providing scientific support for operational decisions and for coordinating on-scene scientific activity. Depending on the nature of the incident, the SSC can:

- C Provide certain specialized expertise;
- C Compile information pertinent to assessing the hazards, potential effects of releases, and to developing response strategies; and
- C Work as a liaison to government agencies, universities, community representatives, and industry.

At the OSC's request, the SSC serves as the principal liaison for scientific information and attempts to reach a consensus on scientific issues while ensuring that differing opinions are communicated to the OSC. Further, the SSC will assist the OSC in responding to requests for assistance from the federal and state agencies regarding scientific studies and environmental assessments.

5.1.4 Supervisor of Salvage (U.S. Navy)

The U.S. Navy Supervisor of Salvage (SUPSALV) has considerable knowledge and experience in ship salvage, shipboard damage control, and diving. They have specialized equipment and trained personnel for salvage-related and open-water situations. SUPSALV maintains worldwide contracts for a number of activities. The U.S. Navy also has oil spill equipment that may be made available upon OSC request through a simple interagency funds transfer.

5.1.5 Radiological Emergency Response Team (EPA)

The Radiological Emergency Response Team (RERT), a designated special response force under the NCP, is the primary mechanism through which EPA ORIA responds to nuclear emergencies. RERT capabilities include conducting environmental monitoring, performing laboratory analyses, and providing advice and guidance on measures to protect the public. When required, the RERT may also exercise EPA's authority under the Federal Radiological Emergency Response Plan to coordinate the overall federal response to a nuclear emergency. To maintain its edge, the RERT works with other federal agencies and state and local governments to plan and participate in nuclear emergency response exercises. Additionally, RERT personnel continually update their multi-disciplinary skills and provide training to other organizations charged with responding to nuclear emergencies.

5.1.6 Disaster Response Group (USCG)

Disaster Response Groups assist the OSC by providing technical assistance, personnel, and equipment, including pre-positioned equipment. Each DRG consists of all USCG personnel and equipment, including marine firefighting equipment, in its district, additional pre-positioned equipment, and a District Response Advisory Team (DRAT) that is available to provide support to the OSC in the event that a spill exceeds local response capabilities.

5.1.7 National Pollution Funds Center (USCG)

The National Pollution Funds Center (NPFC) has the responsibility to manage the Oil Spill Liability Trust Fund (OSLTF). EPA Headquarters maintains an annual umbrella IAG with the NPFC for routine response to oil spills. At the beginning of each fiscal year, it is very important to ensure that the umbrella IAG is in place and funding has been provided by HQ to the Region. When a report of an oil spill is received and the EPA OSC decides that a Federal presence is necessary, the OSC will call the local USCG District office and obtain a FPN and a project cost ceiling. This ceiling authorizes the OSC to expend monies from the OSLTF up to that amount. EPA may then use existing EPA contract mechanisms, a PRFA, and/or USCG BOAs to obtain support to assist in cleanup efforts. The umbrella IAG is the vehicle by which the USCG NPFC provides funding to EPA and is essential to the OSC for routine time-critical response actions. However, since the funding for the umbrella IAGs is appropriated on a yearly basis, for the more costly and complex oil-related responses, a site-specific IAG with NPFC should be established.

NPFC has also published a User's Guide to help OSCs through the funding process and EPA has published guidance specifically for EPA OSCs called, "Guidance for Use of the Oil Spill Liability Trust Fund," OSWER 9360.8-11, February 1997. This guidance provides examples of PRFAs, which are essentially emergency IAGs or cooperative agreements that may be used to obtain support from other Federal, State, or local agencies for oil spill responses. PRFAs outline a scope of work (including cost documentation procedures and reporting requirements) and funding ceiling for the support being request from the other agency. (See Section 4.2.6 of this document for more information on PRFAs.)

5.1.8 National Decontamination Team (EPA)

The National Decontamination Team (NDT) is a component of the Office of Emergency Management (OEM) which provides scientific support and technical expertise to On-Scene Coordinators (OSC) for decontamination of buildings, building contents, public infrastructure, agriculture, and associated environmental media in the event of an incident involving releases of radiological, biological, or chemical contaminants. Specialized expertise, such as biochemistry, microbiology and medicine, health physics, toxicology, HVAC engineering, and industrial hygiene, is available to assist local, national, and international agencies supporting hazardous substance response and remedial operations, including Nationally Significant Incidents.

5.2 EPA Resources

5.2.1 EPA Local Governments Reimbursement (LGR) Program

There may be situations when a local or tribal jurisdiction has the technical capability to conduct an action but lacks the funds to undertake the response. In this case, the local jurisdiction may choose to request reimbursement for eligible costs from the Federal Superfund under the LGR program. This program allows local or tribal jurisdictions to be reimbursed up to \$25,000 per incident for costs such as overtime, response contractors, expendable response equipment, and replacement of damaged equipment. This program cannot be used to reimburse costs previously budgeted for by the local or tribal jurisdiction. This program was recently restructured to reduce the reporting/cost documentation burden on local and tribal jurisdictions and to allow for more timely payment of eligible costs. The restructured program, including all the necessary forms, was published in the Federal Register on February 18, 1998, and can be found in 40 CFR Part 310. Recent reimbursements to local and tribal governments have been made in as little as 30 days. This program is not available to State governments. The EPA LGR telephone assistance line may be reached at (800) 431-9209.

5.2.2 EPA Laboratories and Offices

Research and Development Facilities

http://www.epa.gov/facilities_network/index.html

In recognition of the breadth and complexity of the research challenges posed by environmental issues, the U.S. Environmental Protection Agency (EPA) is exercising its position of leadership by fostering a more open business model for conducting environmental research. With its valuable and highly specialized research facilities located in laboratories and research centers across the country, EPA has opportunities for states, private sector companies, utilities, nonprofit organizations, and academic institutions to use EPA's facilities for research. By making its research facilities and equipment available when not otherwise in use for Agency research, EPA can serve as a catalyst for progress in efforts to identify, understand, and solve current and future environmental problems. This Web site highlights a few of EPA's unique facilities where opportunities for productive research alliances exist. The facilities, when available for use, may charge fees to cover the costs of equipment maintenance and facility staff time. Research efforts must be in line with the mission of participating laboratories.

EPA also promotes collaboration through the Federal Technology Transfer Act (FTTA) program. This program focuses on the development of collaborative research and development projects between non-federal parties and EPA laboratories, and licenses EPA patented technologies for further development and commercialization. For more information on this program, visit the FTTA Web site at www.epa.gov/osp/ftta.htm. For more information on either using EPA facilities and equipment or on collaborations with the Agency, please contact Sarah Bauer at 202-564-3267 (bauer.sarah@epa.gov) or Valerie Blank at 202-564-1720 (blank.valerie@epa.gov).

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|--|
| Biocontaminant Laboratory www.epa.gov/facilities_network/biocontaminant |
| Characterization and Monitoring Branch's Characterization Test Cell (CTC) www.epa.gov/facilities_network/ctc |
| Coral Research Facility - Gulf Ecology Division Fact Sheet www.epa.gov/facilities_network/coralresearch |
| Drinking Water Research Facilities www.epa.gov/facilities_network/drinkingwater |
| Ecosystem and Subsurface Research Facilities www.epa.gov/facilities_network/eco_subsurface |
| Ecotoxicology Exposure Facility www.epa.gov/facilities_network/ecotox_exposure |
| Environmental Chambers www.epa.gov/facilities_network/environmentalchambers |
| Environmental Photographic Interpretation Center www.epa.gov/facilities_network/photographicinterpretation |
| Environmental and Thermal Engineering Laboratory (ETEL) www.epa.gov/facilities_network/thermal_engineering |
| Facilities for Air Pollution Studies www.epa.gov/facilities_network/air_pollution |
| Full Containment Facility www.epa.gov/facilities_network/containment |
| Human Studies Facility www.epa.gov/facilities_network/humanstudies |
| Marine Laboratories www.epa.gov/facilities_network/marinelabs |
| Meteorological Wind Tunnel www.epa.gov/facilities_network/windtunnel |
| Mobile Source Research Facility www.epa.gov/facilities_network/mobilesource |
| Multipollutant Control Research Facility www.epa.gov/facilities_network/multipollutant |
| Research Vessel Lake Explorer www.epa.gov/facilities_network/lakeexplorer |
| State-of-the-Art Analytical Laboratories www.epa.gov/facilities_network/analytical_labs |
| Supercomputer for Model Uncertainty and Sensitivity Evaluation (SuperMUSE) www.epa.gov/facilities_network/supermuse |
| Terrestrial Ecophysiological Research Area (TERA) Facility www.epa.gov/facilities_network/tera |
| Test and Evaluation Facility www.epa.gov/facilities_network/testevaluation |
| Urban Watershed Research Facility www.epa.gov/facilities_network/watershed |
| Wet Laboratories www.epa.gov/facilities_network/wetlabs |

Radiological Support

Access to EPA's Radiological Emergency Response Team (RERT) may be obtained 24-hours a day from the National Response Center, (800) 424-8802.

Office of Radiation and Indoor Air

Radiation and Indoor Environments National Laboratory (R&IE)

Las Vegas, NV (Specializing primarily in *Field Support*)

Services include phone consultation, on-site consultation, Scanner Van, in-situ gamma detection systems, mobile laboratories, instrument calibration advice and services, field methodologies, data explanation, assistance in monitoring radiation and laboratory contractors, emergency response, and Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM, developed by EPA, DOE, Nuclear Regulatory Commission, and DoD).

Fact Sheets on R&IE National Lab's Mobile Environmental Radiation Laboratory, Mobile Command Post, tractor and power systems, and Mobile Sample Preparation Laboratory may be obtained through the points of contact listed in the Important Contacts section at the front of this Guide.

National Air and Radiation Environmental Laboratory (NAREL)

Montgomery, AL (Specializing primarily in *Laboratory Support*)

NAREL is a Superfund Technical Support Center (TSC) Services include phone consultation, on-site consultation, radiation analytical laboratory support, mixed waste analytical laboratory support, laboratory verification analyses, spiked samples, in-situ gamma detection systems, mobile laboratories, analytical laboratory methodologies, data explanation, assistance in monitoring radiation and laboratory contractors, emergency response, and Multi-Agency Radiation Laboratory Analytical Protocols (MARLAP, developed by EPA, DOE, Nuclear Regulatory Commission, and DoD).

Radiation Protection Division (RPD)

ORIA-HQ, Washington, D.C. (Specializing Primarily in *Guidance Documents and Dose and Risk Calculations*)

Services include dose and risk calculations particular to Superfund applications, risk modeling, technology assessment, technology transfer, guidance documents for site cleanup, remediation, reuse, recycling, and waste management

5.2.3 Other EPA Acquisition Resources

The Office of Acquisition Management (OAM), Superfund/RCRA Regional Procurement Operations Division's (SRRPODs) Emergency Response Service Center (ERSC) has established several acquisition vehicles to further expand response capabilities and support the Agency's

emergency response and removal programs. These contracts and other acquisition resources are available for use by the regions and intended to supplement the Agency's primary response contracts, START and ERRS. The following provides a brief description of other contracting resources available for use.

Contracts

Airborne Spectral Photo-Imaging of Environmental Contaminants Technology (ASPECT) Contracts

National Decontamination Team (NDT) currently operates a remote sensing, standoff contaminant detection system under the name of Airborne Spectral Photometric Environmental Collection Technology (ASPECT). This project has the primary mission of remote detection and mapping of radiological releases and chemical vapors, plumes, and clouds. EPA has developed this technology to provide On-Scene Coordinators, first responders and other emergency personnel with detailed plume hazard information at the scene of chemical/radiological substance releases. At present, the ASPECT system is the nation's only continuously ready, operational remote sensing system capable of responding to emergencies.

The contract supporting the ASPECT project provides services to operate the system and process data for contaminant identification, dispersal mapping and transmittal in support of any Federal, State and local government personnel responsible for assessing and mitigating releases. The components of the remote sensing package consist of a high-speed infrared spectrometer, an infrared line scanner and a gamma-ray spectrometer including their electronic control systems. Geo-spacial locating equipment, computers and communication equipment are integrated with the data streams from these sensors for the purpose of processing data into usable formats and rapidly transmitting it to the ground. For additional information regarding this contract, please contact the Office of Acquisition Management's (OAMs) Emergency Response Service Center.

Decontamination Analytical and Technical Services (DATS) Contract

The Decontamination Analytical and Technical Services (DATS) Contract supports the United States Environmental Protection Agency's (USEPA) National Decontamination Team (NDT). The contract provides support in the following areas: technical information services, preparedness and response services, and safety and quality assurance. The contract provides scientific and operational support to NDT including technical issues surrounding the sampling and analyses associated with subsequent decontamination and disposal of buildings, building contents (including evidence), public infrastructure (including waste/drinking water plants, chemical plants, power plants, subways, etc.), indoor environments, agriculture, and the associated environmental media (air, soil and water) in the aftermath of a Weapons of Mass Destruction (WMD) event or other catastrophic incidents of national significance. The scope of services provided under this contract includes: terrorist events; pre-deploying for special security events; delivering of scientific, engineering, and health and safety field support for decontamination activities at terrorist events or other large scale natural or man-made disaster events; assist in designing and managing mission-driven research and development targeted to enhance the capability to provide Chemical Biological Radiological Nuclear Explosive (CBRNE)

agent detection, decontamination response and disposal support services at terrorist events; disseminating new capabilities; enhancing planning and preparedness activities for terrorist events. For additional information regarding this contract, please contact the Office of Acquisition Management's (OAMs) Emergency Response Service Center.

Environmental Response Training Program (ERTP) Contract

The Environmental Response Training Program (ERTP) contract is designed to train personnel from federal, state, and local government agencies in techniques and methods for preventing and mitigating chemical releases while protecting the health and safety of response personnel and the public. As part of EPA's comprehensive mandate for protecting the public and the environment from chemical incidents resulting from transportation accidents, releases from industrial operations, deliberate releases and hazards associated with the investigations and cleanup of contaminated sites, this training program was developed to provide courses in safety and technical operations related to hazard identification, evaluation, control and decontamination. For additional information regarding course offerings, please contact the Office of Acquisition Management's (OAMs) Emergency Response Service Center or the Environmental Response Team.

**Scientific, Engineering, Response, & Analytical Services (SERAS) Contract
(formerly known as REAC)**

The Scientific, Engineering, Response and Analytical Services Contract (SERAS) (*formerly known as the Response, Engineering, Analytical Contract (REAC)*) functions in support of the USEPA's Environmental Response Team Center (ERTC) located in Edison, NJ., Cincinnati, OH., and Las Vegas, NV. SERAS utilizes government-owned equipment and facilities in Edison and Las Vegas to provide technical support to the ERTC in conducting Agency missions.

The SERAS contract provides technical, analytical and information technology support to ERTC in its development and oversight of clean up activities and evaluation of specific sites. Technical services supported under this contract include: analytical laboratory, biological/ecological studies, engineering/remediation studies (treatability/feasibility investigations, technology evaluations, process reviews, and plant inspections), multimedia studies (hydro geological investigations, soil gas surveys, risk assessments, field analytical surveys), health and safety activities, quality assurance programs, information technology programs and other technical support services associated with the implementation of those listed above. For additional information regarding this contract, please contact the Office of Acquisition Management's (OAMs) Emergency Response Service Center.

Blanket Purchase Agreements (BPAs)

Several non-contractual vehicles known as Blanket Purchase Agreements (BPA) have been established to support the Agency's emergency response and removal program. These BPAs are available for use by all warranted Contracting Officers and warranted On-Scene Coordinators within the limits of their warrant authority. Each BPA has a five year period of

performance and either a \$5 million or \$5.5 million dollar cumulative ordering ceiling. All BPA files are located at Headquarters in OAMs Superfund/RCRA Regional Procurement Operations Division (SRRPOD).

Emergency Response (ER) Equipment BPAs

The Emergency Response (ER) Equipment BPAs were established as a result of lessons-learned during responses to actual incidents. These BPAs are intended to expedite the acquisition process and provide for quick access to certain pieces of equipment critical to support the Agency’s response efforts. The equipment under each BPA is consistent with industry standards for ER equipment and provides for uniformity across the EPA regions.

As shown in the table below, there are currently 11 categories of ER Equipment BPAs. There are generally multiple vendors under each category that provide a variety to equipment related to the category. The Emergency Response Technical Group (ERTG) is the group of technical experts responsible for coordinating amongst the regions and updating the ER equipment lists used to establish the BPAs. Each Region has one or two ERTG reps. They meet routinely to discuss various issues related to the Agency’s ER equipment and have a process in place to determine the equipment needed to further enhance the support capabilities of EPAs ER programs. The BPAs and additional information related to their use can be accessed at the following Web page: <http://www.epa.gov/oamsrpod/ersc/bpa/index.htm>.

ER Equipment Categories

| | |
|-------------|--|
| Category 1 | ER Responder Health and Safety (PPE) |
| Category 2 | ER Hazmat |
| Category 3 | ER Chemical Agent |
| Category 5 | ER RAD Response |
| Category 6 | ER Air Sampling and Meteorological – Conventional Air Sampling Capability |
| Category 7 | ER Air Sampling and Meteorological |
| Category 8 | ER Advanced Sampling |
| Category 9 | Specialized CT |
| Category 10 | Field Communications |
| Category 12 | Ready Reserve |
| Category 13 | Specialized Equipment |

National Logistics Support Services BPAs

The general scope of the National Logistic Support Services BPAs is related to providing and coordinating critical logistics support services that address EPA’s high-priority logistical needs during response actions. The BPAs provide support for EPA personnel ONLY and vendors are subject to various response times as specified in the Agreement. Generally the BPA provides for logistical support in the following areas within 24 hours of initial notification (if that service is provided by the vendor): Lodging, Janitorial services, Hygiene facilities (include hand washing stations), HVAC, Assembly/meeting space, Work space, Food services, Advance first aid kit, Fuel, Utilities, Security services, Hydrating liquids, Ice. National Logistics Support Services vendors are only required to support one or more logistics support task areas. The scope

of services and the regions supported under each BPA may differ. Additional information related the National Logistics BPAs and guidance for their use is available at the following webpage: http://www.epa.gov/oamsrpod/ersc/BPA_NLSS/index.htm.

Expanding the Industry Base (ETIB) BPAs

The Expanding the Industry Base (ETIB) BPAs were established to provide emergency back-up or surge capacity to the Environmental Protection Agency (EPA) in the event a single or simultaneous incidents of national significance substantially deplete the primary resources available through the Agency's existing emergency response contracts START and ERRS. These BPAs are considered a contingency tool and is an alternative vehicle to obtain technical expertise beyond that of our current ER contractors.

The ETIB BPAs have fixed hourly rates established for the following types of expertise: Accountants, Archaeologists, Architectural Engineers, Air Modelers, Asbestos Health Experts, Biostatisticians, Certified Industrial Hygienist, Data Quality Assurance, GIS Mapping Experts, Geologists, Hydro-Geologists, Inorganic Chemists, Nuclear Waste Experts, Public Health Specialists, etc. Additional information related the ETIB BPAs and guidance for their use is available at the following Web page: <http://www.epa.gov/oamsrpod/ersc/Industry/index.htm>.

5.3 Other Federal Resources

5.3.1 U.S. Coast Guard (USCG)

The USCG may provide considerable support to EPA OSCs, especially through the three Strike Teams (*see Section 5.1.1 above*). The USCG also has a number of facilities around the country that could be used for command posts and can provide air support for reconnaissance or response. The USCG also maintains Marine Safety Center Salvage Teams. These teams can assist the OSC in conducting technical analyses and making safety assessment recommendations for marine casualty and salvage operations.

Marine Safety Laboratory

The USCG Marine Safety Laboratory (MSL) in Groton, Connecticut, was formerly named the Central Oil Identification Laboratory (COIL). MSL may provide an assessment of the conclusions in the oil fingerprinting reports submitted by laboratories. MSL has been able to scientifically dispute PRP claims that they were not the source of the oil pollution. MSL has highly qualified chemists that specialize in the multi-method approach to "fingerprinting" oils. The MSL may be reached by calling the number listed on the Important Points of Contact, which can be found at the beginning of this Guide.

National Response Center (NRC)

NRC is the single Federal point of contact for pollution incident reporting. After the NRC receives a report of an incident, it is passed to the appropriate EPA or USCG office. The

NRC can also provide OSCs with communications support such as arranging for conference calls and contacting representatives from other Federal agencies and key EPA Headquarters personnel, especially after hours. The NRC can be reached 24 hours a day at (800) 424-8802.

5.3.2 Department of Defense

US Army Corps of Engineers (The Corps)

The Corps can provide a variety of technical expertise in engineering design as well as cost estimating and construction management. These services can usually be provided through IAGs with local district offices. EPA's Remedial Program often uses the Corps for these types of services. The Corps also can provide specialty services, including extensive ground water modeling capability, for more time critical needs. The Corps services require a fee that is generally based on the total cost of the job. The following summarizes one of the Corps' programs.

Rapid Response Program. The Corps has a program very similar to EPA's Emergency Response Program that may be used to augment EPA resources when necessary. The Corps of Engineers Rapid Response (RR) Program is available to offer removal and remedial action solutions in a cost effective and time sensitive manner. The technical expertise, contracting capability, and site management expertise of the RR team has proven to be an effective augmentation of EPA OSC's already established capabilities on numerous removal sites throughout the country.

The Corps RR Program was established to provide all Federal agencies time-critical and long-term cleanup expertise, both nationally and internationally. Teams can be on site in 3 to 40 days and can provide a cost-reimbursement contractor, daily cost tracking and reporting, design/build capabilities, and full government oversight throughout the project. The RR Program has been in existence since 1989 and currently has 24 dedicated, trained and experienced staff members. Staff members also have access to a complete technical staff, including numerous design engineers and environmental scientists.

The Corps RR Program can assist with a number of different types of projects. The following list summarizes some of the typical work that is done within the Program:

- C Drum Characterization/ Bulking/ Disposal
- C PCB Removals
- C On-Site Low Temperature Thermal Desorption of VOC's
- C Fast Track Landfill Construction, Capping, and Slope Stabilization
- C Passive and Active Contaminated Ground Water/Product Recovery
- C Low Level Radioactive Waste/Soil Removal and Disposal
- C Onsite Stabilization of Contaminated Soils
- C Unexploded Ordnance Remediation, Chemical Warfare Material Remediation
- C In-situ Remediation Systems (i.e., reactive barrier systems, soil vapor extraction, etc.)
- C Relocation and Real Estate Assistance

The following are some examples of where the Corps RR Program has assisted EPA OSCs.

- C Region 4, Methyl Parathion Business Decontamination and Restoration, Pascagoula, MS (FY97)
- C Region 5, Methyl Parathion Residential Restoration, Chicago, IL, (FY 97, 98)
- C Regions 4, 5, and 6, Residential Relocation Services
- C Region 6, Residential Asbestos Abatement/Replacement in Kind, West Bank Asbestos Site, New Orleans, LA (FY 97, 98)
- C Region 8, Coal Tar Removal Action from Little Sioux River at Fawick Park, Sioux Falls, SD (FY 97, 98)

Low Level Radioactive Waste Disposal Agency

The Department of Defense also maintains a standing contract for the disposal of low-level radioactive waste. In 1996, DoD created the Low Level Radioactive Waste Disposal (LLRWD) Agency to deal with wastes from all the military programs. EPA has used this agency a number of times, especially in Regions 5 and 8 to assist with disposal of low level radioactive wastes. The LLRWD Agency has administrative and technical support fee schedules based on the level of effort involved in a project and can quickly (less than 30 days) negotiate an IAG with EPA for services.

DoD's LLRWD Agency can provide a complete range of services either through in-house resources or through a wide range of contractors and contracting options. Services include, but are not limited to:

- C Characterization & Verification - sampling, monitoring, surveying
- C Decontamination & Decommission - buildings, equipment, underground excavations, soil
- C Risk Assessments
- C Transportation - inspections, packaging, labeling, manifesting, shipping
- C Waste Treatment - mixed waste, stabilization, incineration, encapsulation
- C Processing and Disposal
- C Training

DoD's LLRWD Agency has two standing BOAs with major disposal facilities. These are:

- C *EnergySolutions* for mixed waste treatment and disposal for qualifying waste from anywhere in the country; and
- C *U.S. Ecology* for low-level radioactive waste from Northwest and Rocky Mountain Compact States (Colorado, Nevada, New Mexico, Alaska, Hawaii, Idaho, Montana, Oregon, Utah, Washington and Wyoming) and approved NORM/NARM material from anywhere within the United States.

DoD's LLRWD Agency also has contracts with two regional consolidation facilities which can provide low-level radioactive waste treatment, processing and storage services and a contract for the recycling of tritium compasses. All of these contracts contain an emergency response clause for rapid response. They also have access to a variety of 8(a) contractors and a Qualified Bidders List.

DoD's LLRWD Agency maintains a web site where additional information may be obtained. The address is at <http://www-ioc.army.mil/dm/DMWWEB/indexdmw.htm>.

U.S. Army Technical Escort Unit (TEU)

This special unit under the DoD provides worldwide escort, neutralization, disposal and emergency response to chemical and biological munitions, and other hazardous materials. The TEU maintains a 24 hour a day on-call emergency response capability to respond to a chemical/biological incident with personnel trained in chemical, biological and explosive ordinance disposal, reconnaissance, recovery, sampling, mitigation, decontamination, transportation, and perform or recommend final disposition of weaponized and non-weaponized chemical and biological materials and hazards encountered.

The TEU provides emergency response from Aberdeen Proving Grounds, Formerly Utilized Defense Sites, and other environmental cleanup services where chemical warfare materials were tested. The TEU can be accessed through the DoD Director of Military Support (DOMS), which can be found on the Important Points of Contact reference guide that accompanies this Toolbox Guide.

5.3.3 Department of Energy

DOE provides advice and assistance for releases from DOE property (including vessels and facilities). In addition, under the Federal Radiological Emergency Response Plan (FRERP), DOE provides their own OSCs to initiate responses to radiological releases under certain conditions (refer to the FRERP) and also provides advice and assistance to other responding entities for the control of immediate radiological hazards.

5.3.4 Department of Commerce/National Oceanic and Atmospheric Administration (NOAA)

NOAA may provide specialized expertise in variety of scientific areas. NOAA provides the Scientific Support Coordinator (SSC) for the USCG (*see Section 5.1.3 above*) and can provide expertise in spill trajectory modeling; nature, behavior, and fate of oil or hazardous substances under various environmental conditions; identification of areas of special biological importance; assistance in public relations efforts on scientific issues; advice on environmental toxicity and safety precautions for response personnel; liaison with Natural Resource Trustees on Endangered Species Act and other Trustee issues; and recommendations for cleaning and treatment methods for contaminated birds and wildlife. Regional contacts may be obtained by calling the NOAA number listed in the Important Points of Contact included in this Guide.

NOAA also has considerable weather forecasting capabilities and has been used by EPA Region 4 on the LCP time-critical removal site for ecological monitoring and impact evaluation. NOAA can also furnish maps and charts, including tide and circulation information for territorial waters.

5.3.5 Department of Agriculture/U.S. Forest Service

The U.S. Forest Service has access to a considerable cache of communications equipment through the Boise, Idaho, National Interagency Fire Training Center (NIFTC). Communications needs for wildland fires are given priorities in the use of this equipment. Contact names and telephone numbers for accessing these resources may be found in the Important Point of Contact reference guide that accompanies this Toolbox Guide.

5.3.6 Department of Interior

Bureau of Reclamation (Bu/Rec)

Many hazardous waste sites are located in watershed areas where contamination is reaching both surface and ground water. With many years of experience in water resource management, BuRec may be able to provide uniquely qualified professional cleanup support. Staff are specially trained in all facets of the water and soils sciences, qualified to perform research, investigation, and characterization studies; design engineering; and construction oversight for removal/remediation of hazardous waste sites. Another advantage of BuRec is that they might have an office located near a remote site. Using BuRec in these types of cases may result in significant cost efficiencies.

Although primarily serving the western states, BuRec resources may be used in other areas as well. BuRec Contacts for the major regions may be found in the Important Contacts reference guide that accompanies this Toolbox Guide.

On-staff professionals include:

- C Civil, geotechnical, mechanical, and hydrologic engineers
- C Ecologists, biologists, geologists, soil scientists, and landscape architects
- C Drillers and engineering technicians trained in collecting water and soil samples
- C HNU, X-ray Fluorescence (XRF) spectrometry technicians
- C Economists
- C GIS, AutoCad, and computer specialists
- C Contract specialists
- C Realty specialists
- C Surveyors/GIS technicians
- C Machinists and heavy equipment operators
- C Technical writers
- C Public involvement/relations specialists

Services provided may include:

- C Initial site characterization and assessment/recommended plan of action
- C Identification of contaminant transport pathways and contaminant modeling
- C Drilling and ground water exploration
- C Ground water mapping and modeling
- C Water and soil sampling plans and programs
- C Field analysis of contaminated substances
- C Specialized equipment to support sampling and analysis programs
- C Public involvement activities throughout the process
- C Technical reports including Engineering Evaluation/Cost Analysis and feasibility studies
- C Technical research, exploration and testing of new technologies, and cost/benefit analysis of design and construction alternatives
- C Surveying
- C Engineering designs for removal and remediation and construction oversight and management

Examples of projects conducted:

- C Wastewater treatment
- C Geosynthetic and natural material liners and caps for repositories
- C Sharon Steel Superfund Site, Utah, design and construction oversight (largest geosynthetic cap in the United States)
- C Residential remediation
- C Mine remediation
- C Restoration of areas contaminated with hydrocarbons, battery acids, and other chemicals

Fish and Wildlife Service (FWS)

FWS has scientists trained in evaluating the potential effects of contamination on fish and wildlife. These scientists could potentially assist EPA OSCs in evaluating the ecological risks posed by contamination from a hazardous waste site. FWS also has expertise and experience in assessing the geographical locations of sensitive habits and endangered species. They may be called upon to provide assistance in situations involving an oil or chemical spill to ensure that critical habitats and resources are protected. FWS also has experience and equipment that may be used for the “hazing” (scaring away) of wildlife from a spill area.

5.3.7 Department of Health and Human Services/Public Health Service

The Public Health Service may provide assistance on human health threat assessment and analysis, and exposure prevention and mitigation through the Agency for Toxic Substances and Disease Registry (ATSDR) and the Centers for Disease Control and Prevention (CDCP). Both ATSDR and CDCP have 24-hour emergency response capabilities wherein scientific and technical personnel are available to provide immediate support to the OSC. ATSDR’s 24-hour

medical professional may be reached at (800) 447-1544. Assistance from ATSDR may be obtained by simple funds transfers between agencies and does not usually require a formal IAG. A site-specific IAG may be necessary for large-scale, long-term, epidemiological studies. ATSDR's service should be used for CERCLA sites; while CDC must be used for oil sites.

5.3.8 General Services Administration (GSA)

GSA may be used to obtain office space, furniture, vehicles, or other equipment. They also have a trained contract staff that could assist EPA with site specific contracting for administrative goods and services. In some Regions, GSA has BOAs with vendors for services such as pick-up and disposal of household hazardous waste. As with any assistance from a Federal agency, use of a GSA BOA or GSA contracting services would require an IAG prior to initiating the work.

5.3.9 Federal Emergency Management Agency (FEMA)

FEMA has a considerable inventory of equipment that may be useful to EPA for responses to oil and hazardous substances. FEMA can bring in mobile communications equipment and set up large telephone networks, video conferencing, and major television network feeds. They also have two way radios with repeaters to enable long distance communications at the incident site. Through the American Red Cross, FEMA can also assist with providing temporary shelter, food, and water to displaced citizens and first responders.

5.3.10 Nuclear Regulatory Commission

The Nuclear Regulatory Commission responds to releases of radioactive materials by its licensees and provides advice and assistance to the OSC when required to identify the source and character of other hazardous substance releases where the Commission is involved. The Commission has a key role in maintaining and implementing the FRERP and can provide technical and other assistance to support responses to radiological releases.

5.3.11 Federal Bureau of Investigation

When appropriate, an OSC may have a need for FBI assistance. Whenever an OSC suspects the threat of a terrorist act or an actual terrorist act has been committed, he/she should immediately notify the FBI. Any terrorist act is considered to be a criminal act by the FBI that will require appropriate action. In requesting FBI assistance, the following two options are available to the OSC: (1) notification of the National Response Center via 1(800)424-8802, or notification of the WMD (Weapons of Mass Destruction) Coordinator at the nearest FBI Field Office.

The National Response Center has a standing agreement with the FBI under which it will communicate the request for assistance to the Duty Officer in the Strategic Intelligence Operations Center at FBI Headquarters for action. The FBI, in turn, will evaluate the request for assistance and respond with its own resources.

Appendix 5-A

IAG Memorandum

IAG Form

Example IAG Memorandum



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
 77 W. Jackson
 Chicago, IL 60604

DATE:

SUBJECT: Incident-Specific IAG Between USCG and U.S. EPA
 for the South Central Terminal Site
 Oil Pollution Act Removal Action
 (Site ID # B5D5; CERCLIS ID # ILD 084309210)

FROM: William E. Muno
 Director, Superfund Division

TO: Francis X. Lyons
 Regional Administrator

I. PURPOSE

The purpose of this Memorandum is to request your signature on the attached Interagency Agreement (IAG). This IAG will enable the United States Environmental Protection Agency (U.S. EPA) to enter into an agreement with the United States Coast Guard (USCG). This agreement will obligate no more than \$ 747,600 for reimbursable incident specific oil spill removal expenditures. This money will be used for emergency actions, oversight, and cleanup contractor costs.

The Federal Project Number (FPN) for the site is FPN# N99269. The reimbursable account number is HR/05F0XAX/50203D/Z5AX; the recoverable account number is H/05F00AX/50203D/Z5AX.

II. BACKGROUND

The South Central Terminal (SCT) Site in Pana, Christian County, Illinois, occupies 93 acres of land adjacent to wetlands and an unnamed tributary to Coal, Opossum and Becks Creeks. These Creeks flow into the Kaskaskia River, passing through Carlyle Lake and the Kaskaskia State Fish and Wildlife Area. The Kaskaskia River ultimately enters the Mississippi River at Chester, Illinois.

The SCT Site is an inactive petroleum refinery formerly owned by the South Central Terminal Company. In October 1997, the State of Illinois and South Central Terminal entered into a Partial Consent Order to cleanup the site. In April 1998, Mr. Larry Edwards purchased the

property from the South Central Terminal Company, and under the terms of the Consent Order, accepted the responsibility of complying with the Order. Weekly inspections conducted by representatives of the Illinois Environmental Protection Agency (IEPA) found numerous water, land, and air pollution violations at the SCT site. Petroleum wastes continued to be discharged from leaking tanks and secondary containment structures into the tributary leading to Coal and Opossum Creeks. On December 21, 1998, the State of Illinois found Mr. Edwards in violation of the 1997 Consent Order and entered into an Agreed Preliminary Injunction that required Edwards to ensure the integrity of the storage structures, and to undertake actions to cleanup the improperly stored and disposed of wastes at the site. All tasks were to have been completed within 60 days of entry of the Agreed Order. In March 1999, the State of Illinois subsequently found Edwards in contempt of the Agreed Order, but noted that financial hardship prevented him from compliance with the Order. On June 23, 1999, the Director of the Illinois Environmental Protection signed a Seal Order pursuant to Section 34(b) of the Illinois Environmental Protection Act, barring Mr. Edwards and the general public from entering the site until all threats posed to public health and the environment by oil and hazardous substances are removed from the facility.

On May 16, 1999, The U.S. EPA ERB was contacted by the IEPA and requested to investigate a release of oil and hazardous substances from the SCT site. The IEPA indicated that there were numerous tanks, secondary containment structures, and refining equipment containing oil which had released to the unnamed tributaries leading to Coal and Opossum Creeks. The IEPA stated that the most pressing concern at the site was the release and threat of a continued release to surface water adjacent to the site.

Between July 12-16, 1999, the U.S. EPA conducted a Site Assessment of the SCT facility to document threats to public health or welfare or the environment posed by the presence of oil and hazardous substances. The Site Assessment evaluated these threats pursuant to the authorities of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the FWPCA, as amended by the OPA. During the course of the assessment several AST's were observed leaking and in various stages of deterioration. Oil contained in pit sumps, surface impoundments, drums, and oil stained soil were also observed. There was also evidence of previous oil discharges into the unnamed tributary leading to Coal and Opossum Creeks from the western surface impoundment.

Samples were collected from the ASTs, oil impacted soil, and surface impoundments. All ASTs were evaluated for condition and an estimated volume of residual product in each tank. Samples were analyzed for volatile and semi-volatile organic compounds (VOCs/SVOCs), total petroleum hydrocarbons (TPH), priority pollutant metals, polychlorinated hydrocarbons (PCBs), and British thermal unit values (Btu). Analytical results have revealed that, while a number of ASTs contain CERCLA hazardous substances, a large number of the ASTs, pits, surface impoundments, and secondary containment structures were found to contain oil as defined under Section 311 of the FWPCA

The U.S. EPA intends to mitigate the release and threat of release of oil and hazardous substances to waters of the United States under Section 311 of the Federal Water Pollution Control Act (FWPCA) and the Oil Pollution Act (OPA) of 1990. The purpose of this action is to prevent and eliminate further discharges to Coal and Opossum Creeks leading to the Kaskaskia and Mississippi Rivers. The Oil Spill Liability Trust Fund (OSLTF) will be accessed for U.S.

EPA administrative and oversight costs and cleanup contractor costs. Response activities at the site are to include: the recovery of oil and oil sludge from tanks, surface impoundments, oil/water separators, secondary containment structures, and pit sumps; and, off-site disposal of all characterized wastes identified and generated during removal activities. The U.S. EPA and Superfund Technical Assistance and Response Team (START) contractor will provide monitoring and oversight of cleanup contractor removal activities.

A formal access agreement was completed between U.S. EPA and the current property owner, however; continued access to perform oil spill response activities will be authorized by IEPA as required under the Seal Order. Mr. Edwards has declined to conduct a removal at the SCT site.

COSTS

U.S. EPA requests that the USCG obligate a total of \$ 747,600 to the U.S. EPA for reimbursable incident specific oil spill removal expenditures to be made during removal activities pursuant to Section 311 of the FWPCA as amended by the Oil Pollution Act of 1990 in accordance with the National Contingency Plan (NCP).

U.S. EPA requests that USCG obligate \$ 660,000 to cover Cleanup Contractor costs during the removal. This cost includes contractor personnel and direct costs.

U.S. EPA requests that USCG obligate \$ 60,000 to cover START contractor oversight costs during the removal. The total includes 1200 hours at a rate of \$50 per hour and 120 days of lodging and per diem at a rate of \$80 per day. These costs will cover the expenses of one START contract person.

U.S. EPA also requests that USCG obligate \$ 78,000 to U.S. EPA for reimbursable incident specific oil spill removal expenditures which will be incurred during the removal. This total includes direct costs associated with 1200 hours and 120 nights of lodging and per diem for a U.S. EPA Region 5 OSC at a cost of \$80 per day (Attachment 1).

These activities will be pursuant to Section 311 of the FWPCA as amended by OPA, Public Act 101-380, and in accordance with the Sections 300.305 and 300.310 of the NCP. The National Pollution Fund Center (NPFC) will confirm all reimbursements following receipt and review of U.S. EPA documentation for each activity. This money will be used for emergency actions and cleanup oversight.

Attachments:

- 1 - Detailed Cost Analysis
- 2 - Cleanup Contractor Costs
- 3 - Contractor Scope of Work

ATTACHMENT 1

**DETAILED COST ANALYSIS
PROJECT CEILING REQUEST**

South Central Terminal Site
Pana, Illinois

I. Extramural Costs

| | |
|------------------------------|----------------|
| Cleanup Contractor | \$ 600,000 |
| Technical Support Contractor | <u>60,000</u> |
| Total Extramural | 660,000 |

II. Intramural Costs

| | |
|-----------------------------------|---------------|
| U.S. EPA Reimbursable Labor Costs | \$ 78,000 |
| Travel | <u>9,600</u> |
| Total Intramural | 87,600 |

TOTAL ESTIMATED PROJECT CEILING \$ 747,600

Assumptions

- C An U.S. EPA OSC and START team member will be on-site during the OPA removal action
- C The OPA phase of the project will be limited to stabilization, transportation and disposal of material contained in tanks and drums.
- C The OPA phase of the project will require 120 on-site working days @ 10 hours/day.

ATTACHMENT 2

**CLEANUP CONTRACTOR COSTS
SOUTH CENTRAL TERMINAL SITE
Pana, Illinois**

| | |
|------------------------------|----------------|
| CONTRACTOR PERSONNEL | \$ 228,000 |
| CONTRACTOR TRAVEL | 9,000 |
| CONTRACTOR EQUIPMENT | 44,400 |
| MATERIALS/OTHER DIRECT COSTS | 198,000 |
| SAMPLING/ANALYTICAL | 600 |
| TRANSPORTATION | 36,000 |
| DISPOSAL | <u>84,000</u> |
| TOTAL CONTRACTOR COST | \$ 600,000 |

ATTACHMENT 3

**CONTRACTOR SCOPE OF WORK
SOUTH CENTRAL TERMINAL SITE
Pana, Illinois**

The Contractor shall, at the discretion of the OSC:

- Develop and implement a site specific work plan including a proposed time line of activities;
- Develop and implement a site-specific health and safety plan;
- Provide site security measures if necessary, which may include, but not limited to, security guard service; repair, replacement, or installation of chain-link fencing; and, window board-up services;
- Establish support and decontamination facilities;
- Remove all oil from tanks, ponds, secondary containment structures, sumps, and lagoons. Perform oil/water separation and treatment as necessary;
- Remove and stabilize all sludge from oil recovery activities, as well as heavy hydrocarbon impacted soil; and
- Transport and dispose of all oil/sludge and impacted soil wastes at a RCRA-approved disposal facility in accordance with the U.S. EPA Off-Site Rule, 40 CFR § 300.440.

IAG Form

| | | |
|--|---|---|
| United States Environmental Protection Agency Washington, DC 20460 Interagency Agreement/ Amendment Part I - General Information | 1. EPA IAG Identification Number RW _____ | 4. Funding Location by Region <p style="text-align: center;">5</p> |
| | 2. Other Agency IAG ID Number (if known) | 5. Program Office Abbreviation SE-5J |
| | 3. Type of Action <p style="text-align: center;">New</p> | |
| 6. Name and Address of EPA Organization U. S. EPA, REGION V EMERGENCY RESPONSE BRANCH 77 WEST JACKSON BLVD. CHICAGO, IL 60604 | 7. Name and Address of Other Agency U.S. DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD, NPFC (cf-1) 4200 WILSON BLVD., SUITE 1000 ARLINGTON, VA 22203-1804 | |
| 8. Project Title Funding of Incident Specific Oil Pollution Act Removal Activities for FPN- at the South Central Terminal Site, Pana, Illinois | | |
| 9. EPA Project Officer (Name, Address, Telephone Number) Gail Nabasny - SE-5J US EPA REGION V PROJECT OFFICER 77 WEST JACKSON BLVD. CHICAGO, IL 60604 (312) 353-1056 | 10. Other Agency Project Officer (Name, Address, Telephone Number) Dan Allman, USCG US COAST GUARD, NPFC (cf-1) 4200 WILSON BLVD., SUITE 1000 ARLINGTON, VA 22203 (202) 493-6802 | |
| 11. Project Period 08/25/99 TO 08/31/01 | 12. Budget Period 08/25/99 TO 08/25/01 | |
| 13. Scope of Work (Attach additional sheets, as needed) This IAG obligates no more than \$ 660,000 to the Environmental Protection Agency (EPA) for reimbursable incident specific oil spill removal expenditures made during activities pursuant to Section 311 Federal Water Pollution Control Act (FWPCA), as amended by the Oil Pollution Act of 1990 (OPA), Public Law 101-380, in accordance with the National Contingency Plan (NCP). The National Pollution Funds Center (NPFC) will confirm all reimbursements following receipt and review of EPA documentation. This money will be used for emergency actions, cleanup oversight and cleanup actions for the South Central Terminal Site, located in Pana, Illinois. See USEPA statement of work and cost analysis statement. EPA GRANTS SPECIALIST FOR THIS IAG IS Sheila Clark (312)353-1418. | | |
| 14. Statutory Authority for Both Transfer of funds and Project Activities Section 311(c) of the Federal Water Pollution Control Act (FWPCA) as amended by the Oil Pollution Act (OPA) of 1990. | | 15. Other Agency Type FEDERAL |

| Funds | Previous Action | Amount This Action | Amended Total | | | |
|---------------------------------|-----------------|--------------------|------------------|----------------|--------------|------------------------------|
| 16. EPA Amount | \$ 0 | \$ 0 | \$ 0 | | | |
| 17. EPA In-Kind Amount | \$ 0 | \$ 0 | \$ 0 | | | |
| 18. Other Agency Amount | \$ 0 | \$ 660,000 | \$ 660,000 | | | |
| 19. Other Agency In-Kind Amount | \$ 0 | \$ 0 | \$ 0 | | | |
| 20. Total Project Cost | \$ 0 | \$ 660,000 | \$ 660,000 | | | |
| 21. Fiscal Information | | | | | | |
| Program Element | FY | Appropriation | Doc. Control No. | Account Number | Object Class | Obligation/Deobligation Amt. |
| | | | | | | \$ 660,000 |

| Part II - Approved Budget | | EPA IAG Identification Number RW |
|--|-------------------------------|--|
| 22. Budget Categories | Itemization of This Action | Itemization of Total Project Estimated Cost to Date |
| (a) Personnel | \$ 78,000 | \$ 78,000 |
| (b) Fringe Benefits | 0 | 0 |
| (c) Travel | \$ 9,600 | \$ 9,600 |
| (d) Equipment | \$ 0 | \$ 0 |
| (e) Supplies | \$ 0 | \$ 0 |
| (f) Procurement/Assistance | \$ 660,000 | \$ 660,000 |
| (g) Construction | 0 | 0 |
| (h) Other | \$ 0 | \$ 0 |
| (i) Total Direct Charges | \$ 747,600 | \$ 747,600 |
| (j) Indirect Costs: Rate 100.00 % Base \$ 0 | \$ 0 | \$ 0 |
| (k) Total (EPA Share 0.00 %) (Other Agency Share 100.00 %) | \$ 747,600 | \$ 747,600 |
| 23. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? (Identify all equipment costing \$1,000 or more) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | |
| 24. Are any of these funds being used on extramural agreements (See item 22f) Yes No <input checked="" type="checkbox"/> | | |
| Type of Extramural Agreement <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement Procurement (Includes Small Purchase Order) | | |

| | | |
|--------------------------------------|--|--|
| Contractor/Recipient Name (if known) | Total Extramural Amount Under This Project \$ 660,000 | Percent Funded by EPA (if known) 0.00 |
|--------------------------------------|--|--|

Part III - Funding Methods and billing Instructions

25.

Funds-Out Agreement **(Note: EPA Agency Location Code (ALC) - 68010727)**

Disbursement Agreement
Request for repayment of actual costs must be itemized on SF 1061 or SF 1060 and submitted to the

Repayment Financial Management Center, EPA, Cincinnati, OH 45268:
 Monthly Quarterly Upon Completion of Work

Advance Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial management Center, EPA, Cincinnati, OH 45268.

Allocation- Transfer-Outprior Used to transfer obligational authority or transfer of function between Federal agencies. Must receive approval by the Office of the Comptroller, Budget division, Budget Formulation and Control Branch, EPA Headquarters. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.

26.

Funds-In Agreement

Reimbursement Agreement Repayment

Allocation Transfer-in Advance

| | |
|--|--|
| Other Agency's IAG Identification Number | EPA Program Office Allowance Holder/Responsibility Center Number |
| Other Agency's Billing Address (Include Agency Location Code or Station Symbol Number) U.S. Coast Guard Finance Center (OG) 1430A Kristina Way Chesapeake, VA 23326 | Other Agency's Billing Instructions and Frequency SEE SPECIAL CONDITIONS ITEM 4-F |

| | | |
|--|---|--|
| Part IV - Acceptance Conditions | | EPA IAG Identification Number RW |
| 27. General Conditions The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement. | | |
| 28. Special Conditions <i>(Attach additional sheets if needed)</i> | | |
| THE ATTACHED "PART I - GENERAL" AND "PART II - EPA OSC ALTERNATIVE COST DOCUMENTATION" ARE AN INTEGRAL PART OF THIS AGREEMENT | | |
| Part V - Offer and Acceptance | | |
| <p>Note: 1) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and the one original returned to the Grants Administration division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in Item 29 after acceptance signature.</p> <p style="padding-left: 40px;">Receipt of a written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of the offer by EPA. Any change to the agreement/amendment by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>2) For Funds-in actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.</p> | | |
| EPA IAG Administration Office (for administrative assistance) | | EPA Program Office (for technical assistance) |
| 29. Organization/Address US ENVIRONMENTAL PROTECTION AGENCY GRANTS SECTION MCG-10J 77 W. JACKSON BLVD. CHICAGO, IL 60604 | | 30. Organization/Address US ENVIRONMENTAL PROTECTION AGENCY EMERGENCY RESPONSE BRANCH 5SE-5J 77 W. JACKSON BLVD. CHICAGO, IL 60604 |
| Certification | | |
| All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. | | |
| Decision Official on Behalf of the Environmental Protection Agency Program Office | | |
| 31. Signature | Typed Name and Title WILLIAM E. MUNO, Director SUPERFUND DIVISION | Date |
| Action Official on behalf of the Environmental Protection Agency | | |
| 32. Signature | Typed Name and Title FRANCIS X. LYONS REGIONAL ADMINISTRATOR | Date |
| Authorizing Official on Behalf of the Other Agency | | |
| 33. Signature | Typed Name and Title DARRELL W. NEILY CHIEF FINANCIAL OFFICER | Date |

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Chapter 6

Region-Specific Information

Chapter 6. Region-Specific Information

[To be provided by Regions]

6.1 Regional Re-delegations of Response Authority

6.2 Task Orders

6.3 Purchase Cards

6.4 Third Party Drafts

6.5 Authorization to Proceed [Basic Ordering Agreement (BOA)]

6.6 Interagency Agreements

6.7 Cooperative Agreements

6.8 START and SATA Contracts

6.9 Treasury Checks

6.10 Simplified Acquisitions

6.11 Site Specific Contracts

6.12 Other Region-Specific Tools

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Acronyms

| | |
|----------|---|
| ATP | Authorization to Proceed |
| BOA | Basic Ordering Agreement |
| CBD | Commerce Business Daily |
| CERCLA | Comprehensive Environmental Response, Compensation, and Liability Act of 1980 |
| CFR | Code of Federal Regulations |
| CLIN | Contract Line Item Number |
| CO | Contracting Officer |
| COR | Contracting Officer's Representative |
| CN | Commitment Notice |
| CWA | Clean Water Act |
| DOC | Department of Commerce |
| DOD | Department of Defense |
| DOI | Department of Interior |
| DOT | Department of Transportation |
| DPA | Delegation of Procurement Authority |
| DPO | Deputy Project Officer |
| ECS | Electronic Certification System |
| EPAAR | EPA Acquisition Regulations |
| ERRS | Emergency and Rapid Response Services |
| ERT | Environmental Response Team |
| FACNET | Federal Acquisition Contract Network |
| FAR | Federal Acquisition Regulations |
| FCS 1102 | Federal Contracting Officer Series 1102 |
| FEMA | Federal Emergency Management Agency |
| FPC | Federal Project Number |
| GSA | General Services Administration |
| GWAC | Government-Wide Agency Contract |
| HHS | Health and Human Services |
| IAG | Interagency Agreement |
| IGCE | Independent Government Cost Estimate |
| IMPAC | International Merchant Purchase Authorization Card |
| LGR | Local Governments Reimbursement |
| MOU | Memorandum of Understanding |
| NCP | National Oil and Hazardous Substances Contingency Plan |
| NRT | National Response Team |
| NTP | Notice to Proceed |
| OAM | Office of Acquisition Management |
| ODC | Other Direct Costs |
| OERR | Office of Emergency Response and Remediation |
| OPA | Oil Pollution Act of 1990 |
| OFPP | Office of Federal Procurement Policy |

| | |
|---------|--|
| OMB | Office of Management and Budget |
| OPARANs | Oil Pollution Act Regional Account Numbers |
| OSLTF | Oil Spill Liability Trust Fund |
| OSC | On-Scene Coordinator |
| PA/SI | Preliminary Assessment/Site Inspection |
| PBSC | Performance Based Services Contract |
| PIN | Procurement Initiation Notification |
| PM | Project or Program Management |
| PO | Project Officer |
| PR | Procurement Request |
| PRFA | Pollution Removal Funding Authorization |
| RAC | Response Action Contractor |
| RCRA | Resource Conservation and Recovery Act |
| RCMS | Removal Cost Management System |
| RRT | Regional Response Team |
| RTP | Research Triangle Park |
| SAM | Site Assessment Manager |
| SATA | Site Assessment/Technical Assessment |
| SARA | Superfund Amendments and Reauthorization Act of 1986 |
| SOW | Statement of Work |
| SM | Site Manager |
| SPEDI | Small Purchase Electronic Data Interchange |
| START | Superfund Technical Assessment and Response Team |
| TDD | Technical Direction Document |
| TM | Task Monitor |
| TO | Task Order |
| TPD | Third Party Draft |
| TSC | Technical Support Centers |
| USACE | US Army Corps of Engineers |
| USCG | U.S. Coast Guard |

Glossary of Terms

Action Memorandum – A document developed by OSCs to provide a concise written record of the decision to select a removal action. Some Action Memoranda only require approval at the Regional level, while others also require Headquarters concurrence.

Advice on Allowance – The mechanism by which a portion of the Agency's authorized budget is allocated to a Region.

Alternate Remedial Contract Strategy (ARCS) – A contract vehicle used to obtain program management and technical services needed to support non-time-critical removal actions. Also used to support site assessment, remedial planning, and remedial response activities at NPL sites.

Anti-Deficiency Act – A public law (31 USC 1341) that requires that, among other things, funding be available prior to obligating Government funds and/or incurring expenditures on behalf of the Federal Government.

Authorization to Proceed – A procurement tool issued under a USCG Basic Ordering Agreement by a USCG-designated EPA FCS 1102 CO that directs a vendor to initiate an oil spill response.

Basic Ordering Agreement (BOA) – A USCG agreement with a vendor to provide services at pre-negotiated rates in situations where other procurement tools are unavailable or cannot be initiated in a timely manner.

Blanket Purchase Agreement – A simplified method of filling anticipated repetitive needs for supplies or services by establishing “charge accounts” with qualified sources of supplies.

Clean Water Act (CWA) – A law which gave the EPA the authority to set effluent standards on an industry basis (technology-based) and continued the requirements to set water quality standards for all contaminants in surface waters. The CWA makes it unlawful for any person to discharge any pollutant from a point source into navigable waters unless a permit is obtained under the Act.

Commitment – The process of reserving funds under a contract for specific goods or services. Examples of commitment documents include a Procurement Request (Form 1900-8) and a Commitment Notice (Form 2550-9).

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) – A Federal law passed in 1980 and modified in 1986 by the Superfund Amendments and Reauthorization Act (SARA). The Act created “Superfund” to finance cleanup of the worst hazardous waste sites and set provisions for conducting emergency and remedial actions in response to hazardous substance releases.

Concurrence Memorandum – A document created by Headquarters staff to obtain formal approval for those removal actions that require Headquarters concurrence. A Concurrence Memorandum accompanies every Action Memorandum that is forwarded from the Region to Headquarters for concurrence.

Confidential Business Information – Material that contains trade secrets or commercial or financial information that has been claimed as confidential by its source.

Consistency Waiver – A document that formally authorizes a Region to perform a removal action that may be inconsistent with the long-term remedial action at a particular site.

Contract – A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, *et seq.*

Contracting – Means purchasing, renting, leasing, or otherwise obtaining supplies or services from nonfederal sources. Contracting includes description (but not determination) of supplies and services required, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration. It does not include making grants or cooperative agreements.

Contracting Officer (CO) – A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer.

Contracting Officer Representative (COR) – An authorized representatives of the contracting officer who acts within the limits of their authority as delegated by the contracting officer.

Daily Work Order (DWO) – A tool used by EPA to provide technical direction (consistent with the contract SOW) to contractors on a daily basis.

Delegated Procurement Authority (DPA) – Authorizes certain OSCs to bind the Government financially for the procurement of essential goods and services to support a Federal response. DPA allows OSCs to enter into contracts and make related determinations and findings subject to the limitations of their warrant.

Delivery Order (DO) – An order for supplies or services placed against an established contract or with Government sources.

Direct Cost – Costs that are directly identifiable to a specific project, including direct labor, equipment, and materials.

Direct Labor – The amount a contractor is paid for a specific labor category.

Emergency and Rapid Response Services (ERRS) – A contract vehicle that provides response services for emergency, time critical, and non-time critical removal actions, and early/interim remedial actions involving releases of hazardous substances, oil, and other contaminants or pollutants to the environment. It may also be used to respond to Presidentially-declared disasters.

Emergency Support Functions (ESFs) – Functional areas of response activities established to save lives, protect property and public health, and to maintain public safety by facilitating the delivery of Federal assistance during disasters. ESF missions are designed to supplement State and local response efforts.

Enforcement Support Services (ESS) – A contract vehicle that provides support to Regional offices during activities to enforce CERCLA and the NCP. Tasks include conducting PRP searches, assisting in field oversight, and compiling the administrative record and cost documentation.

EPA Acquisition Regulations (EPAAR) – Building on the Federal Acquisition Regulations, establishes the regulations and requirements for the procurement of goods and services that apply specifically to EPA personnel.

Exemption Request – A document that secures formal authorization to continue a removal action beyond the temporal or financial limits established in the initial Action Memorandum for that incident.

Federal Acquisition Regulations (FAR) – Establishes the regulations and requirements for the procurement of goods and services that apply to all executive agencies of the Federal Government.

Federal Project Number (FPN) – An identification number assigned by the USCG before funding from the NPFC multi-incident IAG or incident-specific IAGs can be issued.

Federal Radiological Emergency Response Plan (FRERP) – A contingency plan that describes the roles and responsibilities of the response agencies to prepare in order to respond to radiological incidents.

Federal Response Plan (FRP) – A Federal law that establishes the basis for the provision of Federal assistance to a state and its affected local governments impacted by a catastrophic or significant disaster or emergency which results in a requirement for Federal response assistance. The FRP outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments of responsibility to the Federal signatories (28 Departments and Agencies) of the FRP, including those of EPA.

Fee – Profits companies receive for performing work.

Government Wide Acquisition Contracts (GWACs) – Simplified acquisition contracts that the Government can use to procure various supplies and services.

Independent Government Cost Estimate (IGCE) – An estimate developed independently by the Federal Government to determine what is considered a fair and reasonable price for stated work requirements. An IGCE is a FAR requirement for any procurement above the simplified acquisition level (currently \$100,000).

Inter-Agency Agreement (IAG) – An agreement between two or more agencies to formalize funding for response-related activities.

Imprest Fund – A simplified method of acquiring and making payments for supplies or services when deemed appropriate by a CO, where cash payments are determined most advantageous to the Government.

Local Governments Reimbursement (LGR) Program – A program maintained by EPA to reimburse local governments or Indian tribes up to \$25,000 for response costs incurred during a single incident.

Memorandum of Understanding (MOU) – An agreement delineating the roles, responsibilities, procedures, and policies employed by the Agency and other organizations to clarify, enhance, and expedite activities and obligations.

Mission Assignment (MA) – A work order issued to a Federal department or agency by FEMA to undertake specific tasks to supplement state and local response capabilities as defined under the FRP.

National Oil and Hazardous Substances Pollution Contingency Plan (NCP) – The Federal regulation that provides guidelines for implementing CERCLA, CWA, and OPA, and authorizes EPA and others to conduct cleanups of oil and hazardous substance releases. The NCP is promulgated at 40 CFR Part 300.

National Pollution Funds Center (NPFC) – The center within USCG that administers the Oil Spill Liability Trust Fund (OSLTF) for funding of removal costs and/or damages resulting from discharges of oil.

Notice to Proceed (NTP) – An EPA contracting tool that can be used to procure goods and services only in emergency situations.

Obligation – The process of making committed funds available to a specific vendor for a specific task. Funds must be committed before that are obligated. The obligation document is the actual signed or modified contract.

Oil Pollution Act of 1990 (OPA) – Created to expand upon and strengthen the CWA by ensuring quick, effective responses to oil spills.

Oil Spill Liability Trust Fund (OSLTF) – A funding resource established under the Oil Pollution Act of 1990 and managed by USCG’s National Pollution Funds Center (NPFC).

On-Scene Coordinator (OSC) – A predesignated Federal official who oversees response activities at oil spills and hazardous substance releases. The OSC ensures that the response is appropriate and timely, while minimizing environmental damage and protecting public health.

Other Direct Costs – A subcategory of direct costs, these costs include items such as couriers, copying, travel, lodging, and subcontracted services such as off-site analytical services, transportation, and disposal.

Performance Based Services Contracting – A major acquisition reform initiative in all Federal procurements, this methodology for acquiring services focuses on desired mission-related outcomes rather than emphasizing how the work is performed. It also ties payments to the contractor’s ability to achieve the outcomes.

Pollution Removal Funding Authorization (PRFA) – A tool used by USCG under the OPA to reimburse other Federal and non-Federal agencies for assistance on an oil spill response.

Pollution Reports (POLREPs) – Summary reports that document current response actions and provide an up-to-date accounting of the total funds allocated in an incident. They are written on an “as needed” basis by staff of the Regional Branch Chiefs and Section Chiefs.

Procurement Request (PR) – A commitment document that reserves funding for specific goods or services.

Purchase Card – An acquisition tool that enables Warranted OSCs to purchase, within established terms and conditions, supplies and services needed to support a Federal response.

Removal Cost Management System (RCMS) – A data management system developed by the ERT for purposes of, among other things, assisting OSCs to develop independent government cost estimates (IGCEs), particularly for task orders under the ERRS contract.

Response Action Contracts – A type of contract that provides professional architect/engineering services to EPA to support response planning and oversight of activities under CERCLA, as amended by SARA.

Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) – Gives the Federal government authority to respond to disasters and emergencies in order to provide assistance to save lives and protect public health, safety, and property. Among other provisions, the Stafford Act directs the Federal government to develop a national plan for preparing for and responding to catastrophic events.

Simplified Acquisition Procedures – A procurement tool for obtaining goods and services up to a specified level (currently \$100,000).

Site-Specific Contracts – Contracts that involve a bidding process and are most appropriate for straightforward and uncomplicated removal actions. Site-specific contracts are typically considered for use only in non-emergency situations.

Statement of Work (SOW) – A written document that provides the necessary foundation for EPA to obtain supplies and services at a fair and reasonable cost and to receive the best possible product or service on time and within budget.

Stop Work Order – Written direction issued by a CO or Warranted OSC to halt all or any part of services ordered under a contract.

Superfund Technical and Response Team (START) – A contract vehicle that provides a variety of services through engineering, geological, toxicological, biological, chemical, technical, and administrative and technical support staff.

Task Monitor (TM) – A contracting role that may be assumed by an OSC under the START contract.

Task Order – An order for supplies or services placed against an established contract or with Government sources.

Technical Direction Document (TDD) – The mechanism by which EPA initiates or amends services required under a contract consistent with the SOW.

Third Party Draft – An Agency bank draft similar to a check that may be used to acquire goods and services not exceeding \$5,000.

Treasury Check – Allows EPA to procure goods or services similar to a Third Party Draft, except there is no dollar limit.

Warrant Authority – Provides limited contracting authority to certain OSCs to bind the Government financially for the procurement of essential goods and services to support a Federal response. Warranted OSCs are permitted to enter into contracts and make related determinations and findings subject to the limitations of their warrant.

Important Points of Contact

EPA Contacts

EPA Environmental Response Team (ERT)

ERT duty officer: (908) 321-6660
www.ert.org

EPA Office of Research and Development - Technical Support Centers

Dave Burden (580) 436-8606
 Joan Mattox (513) 569-7624
 Harlal Choudhury (513) 569-7536
 Ken Brown (702) 798-2270
 Terry Slonecker (703) 648-4284
 Frank Stancil (706) 546-3130

Radiological Emergency Response Team

Region 1: Jim Cherniak (617) 918-1533
 Region 2: Paul Giardina (212) 637-4010
 Region 3: Bill Belanger (215) 814-2082
 Region 4: Paul Wagner (404) 562-9100
 Region 5: Larry Jensen (312) 886-5026
 Region 6: Steve Vargo (214) 665-6714
 Region 7: Bob Dye (913) 551-7605
 Region 8: Milt Lammering (303) 312-6147
 Region 9: Mike Bandrowski (415) 744-1048
 Region 10: Jerry Leitch (206) 553-7660
 Gregg Dempsey (702) 798-2461
 Colleen Petullo (702) 798-2446
 (MARSSIM)
 Scott Faller (702) 798-2323
 Ed Sensintaffar (334) 270-3402
 John Griggs (334) 270-3450
 (MARLAP)
 Vicki Lloyd (334) 270-3467
 (TSC)
 Scott Telofski (334) 270-3412
 Phil Newkirk (202) 564-9377

Other Federal Contacts

USCG Marine Safety Laboratory
(203) 441-2645

National Response Center
(800) 424-8802
www.nrc.uscg.mil/index.html

National Pollution Funds Center
(703) 235-4740
www.uscg.mil/hq/npfc/npfc.htm

US Army Corps of Engineers (USACE)

Rapid Response Program
Mr. John Kirschbaum, P.E. (402) 221-7714
(pager) (888) 761-7639
www.usace.army.mil

Department of Defense

Director of Military Support (DoMS)
24-hour (703) 697-0218
Technical Escort (703) 697-1096
(business hours) (703) 697-4916
(703) 695-2003

Low Level Radioactive Waste Disposal Agency
www.ioc.army.mil/dm/DMWWEB/indexdmw.htm

US Navy Supervisor of Salvage
www.supsalv.org

National Oceanic and Atmospheric Administration (NOAA)
www.noaa.gov (206) 526-6317

U.S. Forest Service
www.fs.fed.us

National Interagency Fire Coordination Center (NIFCC)

Neil Hitchcock (208) 387-5662

Bureau of Reclamation

Upper Colorado Region
Clark Whitlock (801) 379-1093

Great Plains Region:
Dan Jewell (406) 137-7703

Mid-Pacific Region:
Karen Rae (916) 978-5037

All others:
Tom Luebke (303) 445-2594

www.usbr.gov/main.index.htm

US Coast Guard - National Strike Teams

| Team | EPA Regions Supported | 24-Hour Number |
|----------|----------------------------------|----------------|
| Atlantic | I, II (except Caribbean), III, V | (609) 724-0008 |
| Gulf | IV, VI, VII, Caribbean | (334) 441-6601 |
| Pacific | VIII, IX, X | (415) 883-3311 |
| NSFCC | All Regions | (919) 331-6000 |