

**PERFORMANCE WORK STATEMENT  
ENVIRONMENTAL COLLABORATION AND CONFLICT RESOLUTION SERVICES  
(ECCRS)**

**SOLICITATION #: 68HERC23R0179**

**OCTOBER 2023**

**I. BACKGROUND**

The United States Environmental Protection Agency (EPA) Conflict Prevention and Resolution Center (CPRC) in the Office of Environmental Justice and External Civil Rights (OEJEER) provides alternative dispute resolution (ADR) services to the entire Agency. The Agency's Dispute Resolution Specialist, designated under the Administrative Dispute Resolution Act of 1996, is the Director of CPRC.

CPRC's mission is to *'Provide EPA with expert collaboration and conflict resolution services'* and, as such, administers Agency-wide ADR programs, specifically geared toward the practices of collaboration and conflict resolution for environmental projects. CPRC coordinates case management, training, reporting, evaluation, and provides support to program-specific ADR activities. CPRC assists EPA program offices and regions in developing effective ways to anticipate, prevent, and resolve disputes, and makes neutral third parties more readily available for those purposes. CPRC also provides consultation support to the implementation of EPA's Public Involvement Policy by designing and implementing public involvement programs and activities. Finally, CPRC provides training on ADR and evaluates environmental collaboration and conflict resolution (ECCR) projects in partnership with other EPA offices.

Other EPA offices, including the Office of Enforcement and Compliance Assurance (OECA), the Environmental Appeals Board (EAB) and the Office of Administrative Law Judges (OALJ), offer ADR services to resolve conflicts between the Agency and regulated entities. EPA media program offices, regions, and the Office of the Administrator (OA) use public involvement and ADR processes to provide opportunities for stakeholders to contribute to the design and implementation of Agency actions that affect them. For example, CPRC has historically provided the Office of Superfund Remediation and Technology Innovation (OSRTI) in the Office of Land and Emergency Management (OLEM), with public involvement support to meet its requirements for community involvement in cleanups.

EPA regional offices have ADR and public involvement programs that meet their specific needs. Some EPA regions have identified staff experts, called ECCR Specialists, to coordinate environmental and other ADR activities. EPA regions also use internal and external neutral third parties to foster stakeholder involvement, resolve disputes affecting environmental outcomes, facilitate organizational problem solving, and mediate enforcement cases. The CPRC supports existing regional ADR and public involvement programs and assists in developing new ADR and public involvement efforts.

## II. OBJECTIVE

The objective of this requirement is to obtain contractor support to implement the EPA's Alternative Dispute Resolution (ADR) Policy (65 FR 81858), December 2000, which was established under the Administrative Dispute Resolution Act of 1996 (ADR Act) and to implement EPA's Public Involvement Policy (65 FR 82335). Under EPA's ADR Policy, the Agency encourages the use of ADR techniques to prevent and resolve disputes with internal and external parties in many contexts, including adjudications, rulemaking, policy development, administrative and civil judicial enforcement actions, permit issuance, protests of contract awards, administration of contracts and grants, stakeholder involvement, negotiations, and litigation. The policy also supports the use of ADR techniques to prevent and resolve internal disputes such as workplace grievances and equal opportunity employment complaints, and to improve labor management partnerships. EPA's Public Involvement Policy encourages Agency management and staff to provide for meaningful public involvement in EPA's decision-making and offers guidance and direction on how to accomplish this mission.

Additional information regarding EPA's alternative dispute resolution programs is available at: <https://www.epa.gov/eccr>. Information regarding federal ADR practice is available at [www.adr.gov](http://www.adr.gov).

## III. DEFINITIONS:

For the purposes of this contract, the terms Contractor and Service Provider(s) are defined below:

**Contractor**, as defined in 29 CFR 10.2, means any individual or other legal entity that is awarded a Federal Government contract or subcontract under a Federal Government contract. The term *contractor* refers to both a prime contractor and all of its subcontractors of any tier on a contract with the Federal Government.

**Service Provider(s)**, aka Dispute Resolution Professional(s), means either the prime contractor or a sub-contractor who is performing the Environmental Collaboration and Conflict Resolution (ECCR) work (e.g., conducting a situation assessment; facilitating a Community Advisory Group (or other such meeting); mediating a civil rights dispute among parties). It is the responsibility of the prime contractor to select a service provider for the work ordered. That selection may include themselves if they have the expertise to perform the work.

## IV. SCOPE OF WORK

### A. EPA Public Involvement and ADR Processes

EPA's Public Involvement Policy (May 2003) describes a spectrum of public involvement or engagement processes commonly used in EPA's decision making. The spectrum is illustrated in Figure 1. The most common activities are Outreach and Information Exchange. EPA policy encourages EPA programs to undertake any of these activities in a collaborative and cooperative manner. Recommendations and Agreements processes may frequently require compliance with the Federal Advisory Committee Act (FACA), in addition to best practices in public involvement. EPA has led the government in initiating and supporting joint stakeholder action for voluntary pollution reduction, pollution prevention and sustainability activities.

*Figure 1: EPA Public Involvement Processes*

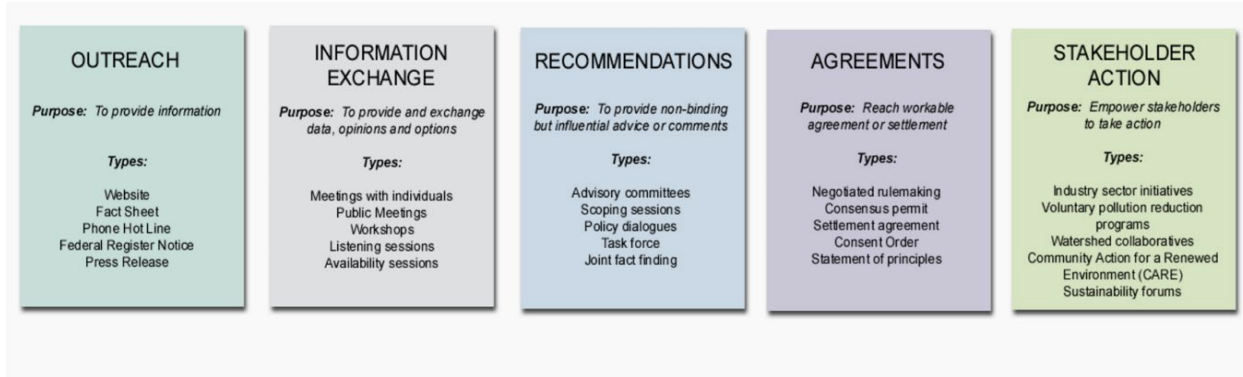
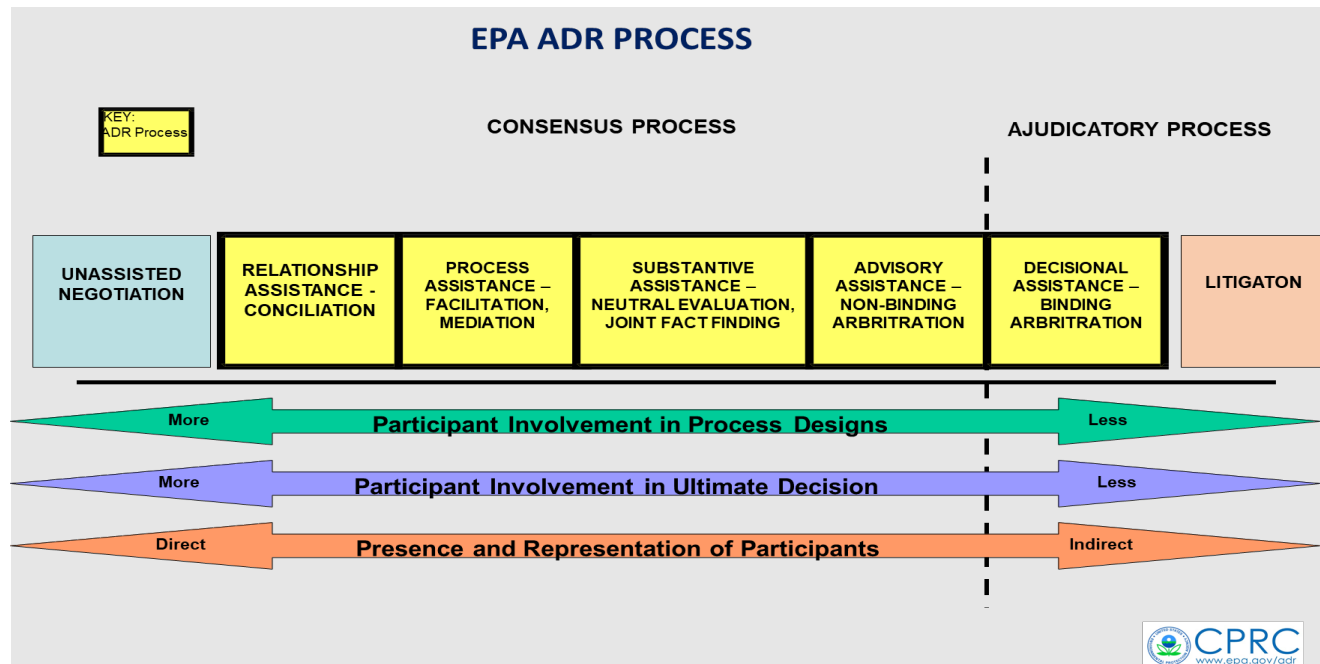


Figure 2 illustrates the range of dispute resolution techniques available to federal agencies and commonly accepted in dispute resolution literature. EPA's primary approach to conflict prevention and resolution is unassisted public involvement and negotiation. However, in cases where ADR assistance is considered in the best interest of the government, EPA's primary uses of ADR are in the non-binding ADR processes of conciliation, facilitation, mediation, and joint fact finding. EPA almost never employs arbitration.

Figure 2: EPA ADR Processes



## B. Office Space and Hours of Operation

The contractor's project management and financial staff shall be available Monday through Friday, between the hours of 9:30 am to 4:30 pm in the Eastern Time Zone to facilitate contact with the EPA Contract-Level Contracting Officer's Representative (CL-COR) and Contracting Officer (CO).

## C. Considerations Applicable to Entire Requirement

1. The contractor shall ensure that service providers serving as neutral third parties under this requirement perform in accordance with the procedural and confidentiality requirements of applicable federal, state, and court provisions and rules applicable to their service. Relevant examples of potentially applicable provisions and rules include the Administrative Dispute Resolution Act of 1996 (ADR Act), 5 USC 57 et seq., and rules for the conduct of ADR promulgated by the federal district courts.
2. The contractor shall ensure that service providers serving as neutral third parties under this requirement perform in accordance with ethical codes applicable to the practice of dispute resolution professionals. Relevant examples of ethical codes include those adopted by the American Arbitration Association, American Bar Association, Association for Conflict Resolution, International Coaching Federation, International Association of Facilitators, and the International Association for Public Participation.

3. The contractor shall ensure a roster of service providers that is diverse and culturally competent. EPA is required to engage with a multitude of stakeholders, including but not limited to, Tribes and communities with environmental justice concerns. EPA places importance on diversity, equity, inclusion, and accessibility. Service providers acting as neutrals must possess the knowledge of and respect for the values of the participants in the ADR process.
4. The contractor shall remove service providers from projects conducted under this contract if they do not conduct their practice in adherence with the statutory provisions or court rules and ethical codes appropriate to the services provided.
5. The contractor shall inquire, prior to the facilitation and throughout the process, whether individual participants have the time, financial, and logistical resources necessary to participate effectively and--where resources are inadequate--assist them in identifying appropriate resources or in making necessary adjustments to the process to accommodate resource constraints.
6. The contractor shall assist the participants in identifying the issues that are important to resolving any controversy and solutions that will address the needs shared by the participants.
7. The contractor shall conduct the process to promote active engagement from all participants.
8. The contractor shall explore with the participants appropriate ways to incorporate high quality and relevant information resources necessary to resolve the issues.
9. The contractor shall ensure that participants have appropriate authority to make commitments on behalf of their organizations to support productive dialogue and effective implementation of any agreements reached by the participants.
10. The contractor shall work collaboratively with EPA personnel in performing services such as co-mediation, co-facilitation, and co-training.
11. The contractor shall continually look for opportunities to moderate costs without compromising quality or results.
12. The contractor shall demonstrate a management and communication protocol for its sub-contractors that addresses the handling of discrepancies as they arise and when conflict is present between the service provider and EPA personnel.

## **V. CONTRACT-LEVEL TASKS**

## **TASK A--CONTRACT MANAGEMENT**

### **1. Service Providers**

EPA has used the following sources for names, qualifications of facilitators, mediators and other service providers with skills in environmental conflict resolution and are offered as reference: the National Roster of Environmental Dispute Resolution Professionals, the International Institute for Conflict Prevention and Resolution, Martindale Alternative Dispute Resolution Attorneys Directory, the American Arbitration Association and the membership directories of the Association for Conflict Resolution, American Bar Association ADR Section, and the International Association of Public Participation.

- a. The contractor shall provide a methodology to expeditiously identify, match, select, and manage service providers for cases or projects. The method shall be responsive to the needs of EPA and affected stakeholders in the selection of an individual or team of individuals. The service provider or team of providers shall possess adequate skills, knowledge, and experience in processes and issues described in individual task orders or written technical direction, considering geographic location, language needs, and cultural competencies, including but not limited to diversity, equity, inclusion, and accessibility.
- b. The contractor shall meet with the sub-contract service providers at least once per year to provide contractual and industry updates, identify and discuss subcontractor issues and/or concerns, and brainstorm potential solutions among other pertinent topics. The contractor will brief CPRC on meeting content and outcomes at one of its monthly progress meetings as well as in a written report, as directed. In consultation with CPRC, the contractor will make recommendations on solutions that will best address concerns within scope and in the most cost-efficient manner. As directed by CPRC, the contractor will implement agreed upon solutions.

### **2. Project Management, Tracking, and Progress Meetings**

#### **Project Management and Tracking**

CPRC employs a Microsoft Access / SharePoint tracking tool to manage and track contract-level and project-level modifications, project status, project capacity, funding, costs (including lagging costs), periods of performance, points of contact, and a sub-contract roster of service providers. This contract requires the contractor to have a similar data collection system that is compatible with a Microsoft Access / SharePoint environment upon award or within thirty (30) days of award. CPRC will not be requiring the contractor to develop a system as a requirement of this contract. Rather, CPRC will require the contractor to ensure its internal tracking system be compatible with CPRC's, in order to routinely export data into CPRC's tracking tool. The contractor is expected to be able to monitor and provide, at a minimum, the following contract related information to the CO, CL-COR, and/or TOCOR, in a compatible format to Microsoft

Access / SharePoint. Data shall be current and accurate for monthly reporting purposes and merging with CPRC's tracking tool. EPA expects that the data system will cover an unlimited number of task orders and technical directions over the contract period of performance. CPRC may require this information be uploaded to the CPRC tracking tool at some defined frequency, but not less than monthly.

- a. At the contract-level: total capacity awarded; award value; current funding; percentage of capacity awarded; percentage of capacity spent; number of contract actions through a specified period; the status of any pending contract modifications requiring contractor response; most recent roster of service providers and their EPA approval status, labor categories and rates, and any notes or concerns; contract items awaiting contracting officer clarification or action; a list of contractor task order managers and their contact information.
- b. At the task order level: task order number, task order name, task order manager, award value, current funding level, identification of whether the task order is a just-in-time task order or not, identification of whether the task order is severable or non-severable, cumulative amount spent through a specified period, lagging costs; period of performance start and end dates, unspent funds to shift from one period of performance to another; and any task order issues or concerns.
- c. At the task and/or technical direction level: task or technical direction number; task or technical direction name; number and status of tasks or technical directions (i.e., active or closed); status of service providers assigned; budget (hours and dollars) allotted and spent; lagging costs; period of performance start and end dates; and any issues or concerns encountered.
- d. At both the contract and task order level: service providers approved for use under this requirement (i.e., the roster), as directed by EPA. The roster shall include the service provider's name, labor category, organization, address, website, phone number, email, and the task order and/or technical directive the ECCR professional is servicing.

### Roster Management

In addition to the above, the contractor shall collect and maintain for the same roster of service providers identified above in the same database, the service areas supported and environmental subject matter experience. The additional information shall contain, at a minimum, a brief description of specialization or service offering, geographic office locations by EPA region, language fluency, service area, and subject matter experience. Service areas shall be further divided into the following sub-categories, but not limited to: coaching, community/stakeholder engagement, diversity/equity/inclusion/accessibility consultation and training, environmental justice-related engagement, facilitation, mediation, organizational development and workplace conflict resolution, PRP cost allocation, scientific/technical/analytical services, strategic communication, training development and delivery, virtual meetings/collaborative technology. Subject matter experience shall be further divided into the following sub-categories, but not limited to: air quality, civil rights/Title VI, climate change, emergency response, drinking water, diversity/equity/inclusion/accessibility, hazardous waste, circular economy and sustainability,



international environmental policy, risk assessment, smart growth, Superfund sites, tribal issues, urban waters/development, wastewater, and other.

The roster shall be updated each month and reported to the CL-COR at least one day prior to the monthly progress meeting, as defined in section V.2. below.

### Progress Meetings

The contractor shall participate in monthly progress meetings with the CO and CL-COR, as appropriate and directed. These meetings shall be held in-person and/or virtually and are expected to last no longer than two hours each. The contractor, CL-COR, and CO shall review the overall contract status in accordance with the contract-level information identified above. The contractor, CL-COR, and CO shall also review the progress of all task orders in accordance with the task order level information identified above. The contractor and TOCOR may further discuss any upcoming new work and expectations. The contractor shall take notes and distribute them to the attendees no later than one week following the meeting.

The contractor shall participate in task order-level progress meetings with the TOCOR and technical points of contact, at a frequency determined by the TOCOR and communicated via technical direction (usually monthly). These meetings shall be held in-person and/or virtually and are expected to last no longer than two hours each. The contractor, TOCOR, and technical point(s) of contact shall review the progress of all tasks and/or technical direction, including but not limited to task or technical direction number, task or technical direction name, status the tasks or technical directions (i.e., active or closed), status of service providers assigned, budget (hours and dollars) allotted and spent, period of performance start and end dates, and any issues or concerns encountered. The contractor and TOCOR may further discuss any upcoming new work and expectations. At the direction of the TOCOR, the contractor may be required to take meeting notes and distribute them to the meeting attendees.

### **3. Evaluation**

CPRC requires evaluation of the effectiveness and efficiency of the ADR, collaboration, public involvement cases, and training conducted under this requirement. Because some evaluation tasks are completed by CPRC, the contractor shall coordinate with the CPRC Evaluation Coordinator to identify which tasks are to be assigned to the contractor. Tasks shall be defined in a task order or written technical direction and include, but not limited to:

- a. Developing an evaluation framework, survey questions, and methods.
- b. Assisting with the application process for new or renewed survey instruments (OMB's Information Collection Request).
- c. Obtaining contact information for all participants to be surveyed.
- d. Sending questionnaires to respondents.
- e. Tracking receipt of responses and following up to maximize the number of responses received.



- f. Conducting standard and specialized data analyses on the data accumulated from questionnaires in a format and at a frequency specified by EPA or the evaluation framework.
- g. Identifying the status of task orders and technical directives issued under just-in-time task orders to determine when evaluation is needed.
- h. Identifying the appropriate TOCORs and technical points of contact to receive evaluation questionnaires.
- i. Administering an evaluation questionnaire to each TOCOR within 10 business days after task order award.
- j. Administering an evaluation questionnaire to each TOCOR within 10 business days of task order expiration.
- k. Administering an evaluation questionnaire at least once annually for all active task orders.
- l. Administering an evaluation questionnaire for all in progress technical directives issued under just-in-time orders at least once annually.
- m. Administering an evaluation questionnaire for all completed technical directives within 10 business days of the period of performance expiration.
- n. Preparing reports and making presentations regarding the evaluation, as directed.

## **TASK B--SITUATION ASSESSMENT**

A well-designed public involvement process or alternative dispute resolution process starts with a situation assessment, stakeholder assessment, conflict assessment, and/or convening process. This process or study attempts to identify the sources of differences or conflict, the parties who must be involved to resolve or participate in a decision or discussion, and the timeframe and resources needed to conduct the process.

As specified in the task order or written technical direction, the contractor shall:

- a. Select an appropriate service provider or team, based on knowledge of the subject, conflicts of interest, availability, experience in the ADR process and any other selection criteria specified by EPA. The contractor may also be required to conduct an initial meeting with all parties to gather information on the parties' views on appropriate qualifications of the service provider. The contractor shall identify and discuss potential areas of conflict of interest with EPA and other parties. Selection of the service provider shall be approved by the CL-COR and/or TOCOR. Program office and/or regional points of contact may be consulted and asked for their ranking as subject matter experts. If appropriate and timely, external parties to the dispute may also be consulted prior to selection.
- b. Coordinate with the CL-COR, TOCOR and technical points of contact to develop a list of potential participants and identify a tentative set of issues to be addressed.
- c. Prepare and distribute to the CL-COR, TOCOR and technical points of contact consultation background information on procedural and technical aspects or issues to potential participants in a dialogue or negotiation under exploration.

- d. Contact potential parties to discuss their participation in a specific process. The service provider shall discuss the opinions, positions, and needs of each party regarding the issues involved, and both the procedural and substantive technical aspects of the process. The service provider shall ask the parties to suggest additional individuals or groups that should be contacted to ensure that the candidate pool for participation is comprehensive. The service provider shall also ask the parties to identify the issues that should be covered in the process, definitions for measures of a successful process, and other parties necessary to the success of the process.
- e. Propose any other useful alternatives suggested by the parties or judged by the contractor to be potentially productive, if initial interviews with the key participants reveal that the process that EPA is initially interested in conducting is not feasible. Recommendations must be delivered in writing. Await EPA's decision on whether to proceed to interview all potential participants.
- f. Provide regular verbal and/or written reports to the TOCOR and the technical points of contact on the progress of the convening effort, and/or participate in Agency briefings as requested to provide information on the progress of the convening effort.
- g. Contact potential participants to arrange scoping or organizational meetings and facilitate or preside, along with EPA personnel, at any scoping or organizational meetings if a meeting with potential participants appears to be useful in convening a process. The primary purpose of a scoping meeting is to make a preliminary determination if the parties are interested in the process. The primary purpose of an organizational meeting is to determine if negotiations, dialogue, or information exchange should proceed, and if so, to determine the appropriate parties, set the discussion agenda and timetable for subsequent meetings and to answer any remaining questions regarding the process.
- h. Handle logistics of arranging meetings for participants. This includes, but is not limited to, scheduling, arranging facilities, equipment, and supplies, notifying participants, and providing advance materials.
- i. Prepare draft summaries or minutes of each meeting and distribute them to the participants for their approval. Distribute final summaries or minutes after comments have been reviewed and incorporated.
- j. Provide a report to the CL-COR, TOCOR, and technical points of contact which summarizes the results of convening, situation assessment or stakeholder assessment discussions including: the chances of a successful agreement seeking or consultative process (regulatory negotiation, policy dialogue, workshop series), recommendations of potential parties at the table, discussion of issues which will bring parties to the table, and any issues for which the parties cannot agree to negotiate.
- k. Propose a design for the process including such things as number, length, location and frequency of meetings, discussion of the qualifications of an acceptable service provider, recommendation of potential participants whom EPA should invite or contact, information or research necessary prior to or during the process, estimated resources recommended for the success of the process, discussion of measures of success and plan for post-negotiation evaluation if an ADR or public involvement process appears to be feasible and might accomplish joint objectives of EPA and the parties.

## **TASK C--ADR FOR AGREEMENT SEEKING PROCESSES**

Some agreement-seeking processes may last months or years, while others may last only a day or two, depending on the scale of the discussion or dispute. Many agreement-seeking processes benefit from the skills and resources of a neutral third party or team of neutrals. EPA's ADR Policy (2000) encourages the use of mediation and other ADR processes in settlement of administrative and judicial cases such as enforcement actions, permit appeals and U.S. District Court actions.

### **1. National Policy and Regulatory Issues**

Public involvement in development of regulations and policies typically occurs through notice and comment, as specified in the Administrative Procedure Act, or can occur in response to an executive order. This can be a complex and contentious process. EPA develops facts and policy, solicits comments from interested parties, and proposes a rule. The Agency then analyzes the comments and issues a final rule. When this system fails to accommodate competing interests, the result can be some form of conflict, possible litigation, or difficulties in compliance. ADR in the form of negotiated rulemaking and policy dialogues has been successfully applied to regulatory and policy disputes.

The contractor shall provide expertise in convening and facilitating or mediating agreement seeking processes such as regulatory negotiations, policy dialogues, advisory committees, and other long-term consultative processes. The processes described in the Negotiated Rulemaking Act of 1996 and any associated EPA guidance shall be followed for regulatory negotiations. In the case of established groups giving collective advice to the Agency, the requirements of the Federal Advisory Committee Act shall be followed. The contractor shall design appropriate processes to conduct dialogues and gain input from participants.

### **2. Site, Facility or Geographic Area Negotiations**

EPA is involved in many site-or facility specific disputes such as those arising from permit issuance and enforcement actions taken under environmental statutes or regulations. EPA is also involved in identification of cleanup or reuse issues under the Superfund and Brownfields programs. In addition, EPA is involved in geographically organized pollution reduction efforts such as the National Estuary Program, Urban Waters Program, and other multi-media pollution control and reduction efforts.

Processes used to prevent, manage, or resolve these issues include facilitation, mediation, early neutral evaluation, mini-trials, and fact finding. The design may include conference calls, joint session meetings, individual meetings or any other design accepted by the parties. The design may also include an initial mediation and future review or check points, if the parties and the mediator agree that this design is useful.

As specified in the task order or written technical direction, the contractor shall:

- a. Facilitate or mediate all plenary sessions of the negotiations or dialogue. The facilitator shall assist participants in articulating their interests, identifying areas of agreement, and developing consensus solutions to the problems that divide them. The facilitator shall assist participants in overcoming impasses, structuring appropriate agreements, and memorializing the parties' agreements. The facilitator shall keep the parties talking, listening, and moving towards consensus.
- b. The contractor shall provide any staff support needed for managing, recording, and summarizing meetings.
- c. At the initial meetings, assist the group in reaching consensus on the ground rules and refine and distribute written protocols reflecting the consensus. The mediator shall assist the parties in drafting and negotiating an ADR or mediation agreement that documents the parties' agreements regarding dispute resolution process design, timing, and costs.
- d. Facilitate or mediate meetings, conference calls, or online dialogues of break-out groups or work groups (self-selected subgroups of the plenary group which address subsets of the issues) and, if several work groups meet simultaneously and if the EPA project staff and/or committee determine it is useful, provide additional facilitators or support staff to assist other work groups.
- e. Identify and provide subject matter experts in technical, scientific, economic, or other fields related to the substance of the dispute to research, review, analyze facts, or to make presentations to the parties.
- f. Prepare and present research, analyses, explanations, summaries, fact sheets, white papers, brochures, social media messages, web pages, and other data or information needed to educate the parties or the public as to the substance of the dispute and options for resolving it.
- g. Establish and/or maintain communication and information links such as websites, social media, listservs, and other methods of communication among the parties and with the public.
- h. Handle logistics of arranging meetings, conference calls or online dialogues for participants, which includes but is not limited to scheduling, arranging facilities, and notifying participants.
- i. Prepare summaries, minutes, or document next steps of each meeting and distribute them to participants for their approval.
- j. Communicate with participants between meetings to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting.
- k. Assist the parties in settling disputes during implementation of the agreement or settlement.
- l. Design and implement communications and document repository systems such as websites, databases, electronic files, etc. for parties to the ADR process to access, and to promote sharing of information between parties.
- m. Draft and assemble comments and changes, and/or edit agreement documents or reports.
- n. Prepare a final case study or process report, from the point of view of the facilitator or mediator, summarizing what occurred and how the service provider added value. Evaluate the process used and summarize the lessons learned in the process, including self-reflection on the process used for future engagements. Provide recommendations for improvement and outline follow-up or future activities. The contractor shall ensure that

all studies and reports are drafted in compliance with the confidentiality provisions of applicable statutes, regulations, and rules, including the Administrative Dispute Resolution Act of 1996.

- o. Conduct a process debriefing with EPA officials to discuss lessons learned and any next steps.
- p. Contribute to or conduct all or part of an evaluation of the case according to CPRC's evaluation framework. When acting as a neutral on a case, complete the evaluation questionnaire, provide names, and contact information for case participants, and/or participate in interviews for evaluation purposes.

## **TASK D--CONSULTATION AND INFORMATION EXCHANGE**

EPA's public involvement and conflict prevention activity involves processes to exchange and discuss scientific, technical, legal and policy information in ways designed to provide all parties the chance to have their views heard and to build understanding and improve relationships. This facet of dispute prevention and public involvement has increased dramatically over the last 30 years and CPRC consults regularly with every program office and regional office at EPA regarding facilitation of these information exchanges and consultation processes. These processes comprise of less formal and/or regulatory-based processes for discussion and input into decision-making than the advisory committees of negotiated rule making and policy dialogues and may include more collaborative activities such as facilitated public meetings, listening sessions, focus groups, open houses, joint learning workshops, town hall meetings, technical workshops, conferences, forums, and roundtables.

### **1. National Policy and Regulatory Issues**

EPA's Public Involvement Policy encourages early involvement of the affected public in EPA's regulation development process. The public involvement activities may consist of a single meeting or a series of related meetings. They may involve individuals identified for specific expertise or diverse groups. The purpose may vary from a chance to air differences, to information and data exchange, to listing of alternatives and options, to examination and discussion of technical or scientific data. These processes are not designed to generate an agreement; however, the facilitator must have the skills to reach out to as many affected interests as possible and to accurately summarize the variety of individual viewpoints presented in a way that allows EPA to understand the full range of opinions and data. An understanding of the application of the Federal Advisory Committee Act and other government sunshine laws is essential to proper design of public involvement processes to ensure they are conducted within legal constraints.

### **2. Site, Facility or Geographic Area Discussions and Negotiations**

EPA's Public Involvement Policy encourages early involvement of the affected public in decision-making, such as the cleanup of contaminated sites, issuance of permits, land use planning decisions and determinations of water body uses. EPA's ADR policy favors the use of

ADR processes to prevent disputes and improve relationships with the public in dealing with potential conflicts. EPA's regional offices and geographic specific offices such as the Great Lakes Program, the Gulf of Mexico Program, and the Chesapeake Bay Program, all work with local citizens, businesses, and governments in preventing or cleaning up pollution. Four of the most prominent ongoing programs are the Superfund cleanup and reuse programs, the Brownfields program, the Urban Waters Program, and the National Estuaries Program. These outreach and public involvement activities require skilled facilitators or mediators and access to support services to provide quality outreach products and technical assistance to inform the collaborative or conflict resolution processes.

Most of these activities do not involve negotiating agreements between EPA and the affected public. The processes are usually short-term activities such as public meetings, open houses and other public involvement processes designed to bring EPA management and staff into discussions with local residents, local government, companies, and interest groups. Some of these processes require ongoing facilitation support of groups such as Community Advisory Groups under (CERCLA) or National Estuary Committees. While these groups may meet multiple times over a period of months or years, the end result is usually ongoing communication and dialogue and individual advice or recommendations rather than collective advice or agreement.

As specified in the task order or written technical direction, the contractor shall:

- a. Work with EPA and the parties to design a process that meets the goals of the Agency and the parties. Construct a mutually acceptable agenda, ground rules, and schedule for the meeting(s).
- b. Chair all plenary sessions of consultation or collaboration process. The facilitator shall assist participants in articulating their interests, identifying areas of agreement, narrowing areas of disagreement, and articulating options and alternatives.
- c. Facilitate meetings of work groups, breakout groups, or caucuses.
- d. Provide subject matter experts in technical, scientific, economic, or other fields related to the substance of the dispute to research, review, and analyze facts or to make presentations to the parties.
- e. Prepare and present, in consultation with the CL-COR or TOCOR and the parties, research, analyses, explanations, summaries, fact sheets, white papers, brochures, social media messages, websites, and other similar collections of data or information needed to educate the parties or the public, as to the substance of the dispute and options for resolving it.
- f. Establish and/or maintain communication and information links such as websites, social media, listservs, and other methods of communication between the parties and the public.
- g. Handle logistics of arranging meetings, conference calls or electronic communications for participants, which includes but is not limited to scheduling, arranging facilities and equipment, and notifying participants.
- h. Prepare draft summaries or minutes of each meeting and distribute them to participants.



- i. Communicate with participants between meetings, if multiple meetings are scheduled, to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting.
- j. Conduct a post-collaboration process debriefing with EPA officials to discuss lessons learned, and to discuss any next steps.
- k. Prepare a final case study or process report, from the point of view of the facilitator or mediator, summarizing what occurred and how the service provider added value. Evaluate the process used and summarize the lessons learned in the process, including self-reflection on the process used for future engagements. Provide recommendations for improvement and outline follow-up or future activities. The contractor shall ensure that all studies and reports are drafted in compliance with the confidentiality provisions of applicable statutes, regulations, and rules, including the Administrative Dispute Resolution Act of 1996.
- l. Contribute to or conduct all or part of an evaluation of the case according to CPRC's evaluation framework. When acting as a neutral on a case, complete the evaluation questionnaire, provide names, and contact information for case participants, and/or participate in interviews for evaluation purposes.

## **TASK E--JUST-IN-TIME/QUICK RESPONSE CONFLICT PREVENTION AND RESOLUTION**

A "Just-in-Time" (JIT) task order is a CPRC-developed mechanism to accommodate short term services in response to an urgent need when there is inadequate lead time to get a service provider in place through the standard task order issuance process. The JIT task order is issued for a specified set of conflict assessment, facilitation, and/or mediation tasks for a set number of potential cases or projects. The cases for which these tasks will be performed are not specified in the JIT task order performance work statement. When the need arises for a quick response, the TOCOR will issue technical direction which provides:

- a. Case or project name and location
- b. Case or project description and background
- c. Case or project tasks
- d. Qualifications of the service provider
- e. Ceiling amount of funds, labor hours and other direct costs
- f. List and schedule for specific work products
- g. Case or project contacts
- h. Reporting requirements (budget and status tracking)

The contractor shall provide stakeholder involvement, consensus-building, and conflict analysis, prevention, and resolution services to the TOCOR and other EPA staff involved in the assigned case as directed:

- a. Identify and select appropriate service provider.
- b. Conduct situation or conflict assessment and analysis.



- c. Convene appropriate parties.
- d. Design appropriate processes and interventions.
- e. Design meeting agendas.
- f. Facilitate sessions or meetings.
- g. Mediate disputes.
- h. Synthesize issues, prepare fact sheets and informational materials.
- i. Prepare and distribute meeting summaries.
- j. Arrange logistics such as meeting rooms, audiovisual equipment, invitations to participants, and other services required to accomplish the agenda.
- k. Contact parties before and after meetings or sessions.
- l. Coach parties to prevent or manage conflict.
- m. Train parties in negotiation, conflict management and dispute resolution.
- n. Collect and respond to public comment.
- o. Prepare and submit a monthly technical and financial report, as defined in Attachment 1 - Reports of Work
- p. Prepare a final case study or process report, from the point of view of the facilitator or mediator, summarizing what occurred and how the service provider added value. Evaluate the process used and summarize the lessons learned in the process, including self-reflection on the process used for future engagements. Provide recommendations for improvement and outline follow-up or future activities. The contractor shall ensure that all studies and reports are drafted in compliance with the confidentiality provisions of applicable statutes, regulations, and rules, including the Administrative Dispute Resolution Act of 1996.
- q. Contribute to or conduct all or part of an evaluation of the case according to CPRC's evaluation framework. When acting as a neutral on a case, complete the evaluation questionnaire, provide names, and contact information for case participants, and/or participate in interviews for evaluation purposes.

## **TASK F--WORKPLACE DISPUTE PREVENTION AND RESOLUTION TO ADVANCE EPA'S ENVIRONMENTAL MISSION**

EPA has programs to provide ADR assistance for the resolution of both equal employment opportunity (EEO) and non-EEO related workplace conflicts. The majority of EPA's workplace disputes are administered internally by EPA's Office of Human Resources; however, there are instances where workplace disputes are best serviced by an outside service provider in order to advance environmental projects and policies. The contractor shall provide mediators, facilitators, or other service providers, who are experienced in workplace dispute resolution processes, toward this effort.

As specified in the task order or written technical direction, the contractor shall:

- a. Conduct an initial assessment of the case through conversations or meetings with the parties to the dispute, exploring whether the issues are a candidate for negotiation, whether all parties are identified and willing to participate, whether the schedule is

appropriate, and discuss the qualifications of an appropriate neutral service provider to handle the case.

- b. Select the service provider or team that possesses knowledge of the subject, experience in the required ADR procedure, and meets the needs of the parties to the dispute. This task may require co-facilitation or co-mediation with qualified EPA or federal government staff in convening, facilitation, or mediation of public meetings, or case negotiations or meditations.
- c. Contact all participating parties to arrange a mutually acceptable time, place, and design for the process; and, if the parties are willing, discuss the background of the case.
- d. Handle logistics of arranging meetings, conference calls or electronic communications for participants. Schedule, arrange for facilities and equipment, and notify participants.
- e. Implement the ADR design agreed to by the parties. The design may include conference calls, joint session meetings, individual meetings or any other design accepted by the parties. The design may also include an initial mediation and future review or check points, if the parties and the mediator agree that this design is useful. The mediator shall facilitate information sharing between the parties in furtherance of the resolution process. The mediator shall conduct such impasse breaking techniques as are necessary to facilitate settlement of the case.
- f. Draft, assemble comments and changes, and/or edit agreement documents or reports.
- g. Prepare a final case study or process report, from the point of view of the facilitator or mediator, summarizing what occurred and how the service provider added value. Evaluate the process used and summarize the lessons learned in the process, including self-reflection on the process used for future engagements. Provide recommendations for improvement and outline follow-up or future activities. The contractor shall ensure that all studies and reports are drafted in compliance with the confidentiality provisions of applicable statutes, regulations, and rules, including the Administrative Dispute Resolution Act of 1996.
- h. Contribute to or conduct all or parts of an evaluation of the case according to CPRC's evaluation framework. When acting as a neutral on a case, complete the evaluation questionnaire, provide names, and contact information for case participants, and/or participate in interviews for evaluation purposes.

## **TASK G--STRATEGIC PLANNING AND ORGANIZATIONAL DEVELOPMENT**

EPA requires facilitators with strategic planning and organizational development skills and knowledge of environmental issues for office retreats, strategic planning, reorganization processes and facilitating internal conflicts or potential conflicts at the organizational level. As specified in the task order or written technical direction, the contractor shall:

- a. Select the appropriate professional or team that possesses knowledge of the subject and experience in the procedure required.
- b. Develop a list of potential group or individual participants and identify a tentative set of issues, subjects, or skills to be addressed.

- c. Prepare and distribute background information on the subject matter or issues to participants.
- d. Contact potential participants to discuss the issues, schedule, and outcomes of the process and the needs of the participant in the process.
- e. Design a process that meets the goals of the project and prepare a mutually acceptable agenda with ground rules and a schedule for the meeting(s).
- f. Chair all plenary sessions of consultation or collaboration process. Facilitate meetings of work groups, breakout groups, or caucuses. The facilitator shall assist participants in articulating their interests, identifying areas of agreement, narrowing areas of disagreement and articulating options and alternatives.
- g. Handle logistics of arranging meetings, conference calls or electronic communications for participants. Arrange for facilities and equipment and notify participants.
- h. Provide subject matter experts in technical, scientific, economic, or other fields related to the substance of the dispute to research, review, analyze facts, or to make presentations to the parties.
- i. Prepare draft summaries or minutes of each meeting and distribute them to participants for their approval and distribute final summaries or minutes after comments have been reviewed and incorporated.
- j. Write or assist in compiling reports, summaries, white papers, fact sheets, strategies, planning documents and analyses.
- k. Communicate with participants between meetings, if multiple meetings are scheduled as part of the process design, to ensure that issues and concerns have been communicated accurately and the participants are adequately prepared for the next meeting.
- l. Conduct a process debriefing to discuss lessons learned and to discuss any next steps.
- m. Prepare a final case study or process report, from the point of view of the facilitator or mediator, summarizing what occurred and how the service provider added value. Evaluate the process used and summarize the lessons learned in the process, including self-reflection on the process used for future engagements. Provide recommendations for improvement and outline follow-up or future activities. The contractor shall ensure that all studies and reports are drafted in compliance with the confidentiality provisions of applicable statutes, regulations, and rules, including the Administrative Dispute Resolution Act of 1996.
- n. Contribute to or conduct all or parts of an evaluation of the case according to CPRC's evaluation framework. When acting as a neutral on a case, complete the evaluation questionnaire, provide names, and contact information for case participants, and/or participate in interviews for evaluation purposes.

## **TASK H—ARBITRATION**

The Administrative Dispute Resolution Act of 1996 provides for both non-binding and binding arbitration of disputes between the Federal government and other parties. Procedures to be followed by the government are stated in that Act and provide the basis for arbitration policies.

On May 30, 1989, EPA promulgated rules under the Superfund Amendments and Reauthorization Act that provides procedures for binding arbitration of disputes arising from EPA's Superfund cost recovery program. Cases to be arbitrated under this program must meet strict procedural and substantive requirements, must be for amounts under \$500,000 and must not have been referred to the Department of Justice.

The contractor shall provide arbitration services for cases identified by EPA attorneys under the Agency's arbitration policy. The parties to an arbitration proceeding shall be entitled to participate in the selection of the arbitrator. The arbitrator shall be a neutral who meets the criteria of the Administrative Dispute Resolution Act. Arbitrators may be retired judges, project managers, accountants, cost control specialist, or others, as considered appropriate by the parties. Arbitrators shall be selected on a case-by-case basis under the procedures in the Administrative Dispute Resolution Act and applicable federal rules and policies.

As specified in the task order or written technical direction, the contractor shall:

- a. Select appropriate arbitrator with knowledge of the subject, absence of conflict of interest, and experience in the arbitration procedure.
- b. Contact each of the parties' representatives or counsel to explore the needs of each party and to design an appropriate arbitration proceeding.
- c. Handle logistics of arranging meetings for the parties, which includes, but is not limited to, scheduling, arranging facilities, and notifying participants.
- d. Prepare reports, summaries, and drafts of agreements.
- e. Communicate with parties between meetings to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting.
- f. Provide subject matter experts in technical, scientific, economic, or other fields related to the substance of the dispute to research, review, analyze facts, or to make presentations to the parties.
- g. Prepare and present research, analyses, explanations, summaries, fact sheets, white papers, brochures, social media, websites, and other similar collections of data or information needed to educate the parties as to the substance of the dispute and options for resolving it.
- h. Issue decisions as built into the design of the process in accordance with the Administrative Dispute Resolution Act and as specified under other statutory provisions, regulations, or policies.
- i. Prepare a final case study or process report, from the point of view of the facilitator or mediator, summarizing what occurred and how the service provider added value. Evaluate the process used and summarize the lessons learned in the process, including self-reflection on the process used for future engagements. Provide recommendations for improvement and outline follow-up or future activities. The contractor shall ensure that all studies and reports are drafted in compliance with the confidentiality provisions of applicable statutes, regulations, and rules, including the Administrative Dispute Resolution Act of 1996.

- j. Contribute to or conduct all or parts of an evaluation of the case according to CPRC's evaluation framework. When acting as a neutral on a case, complete the evaluation questionnaire, provide names, and contact information for case participants, and/or participate in interviews for evaluation purposes.

## **TASK I--TRAINING SUPPORT**

The contractor shall provide training in negotiation, conflict prevention, dispute resolution processes, conflict coaching, public involvement, consensus building, collaborative decision making, visioning, and other consultative processes and subject matter courses that increase the effectiveness of EPA personnel and programs in their interactions and negotiations with the goal of achieving better, more efficient resolution of environmental issues. Participants in training seminars may include EPA and other federal, tribal, state, local or international government staff partnered with EPA staff in resolving environmental issues, parties to disputes or issues discussions, groups of stakeholders participating in EPA initiatives, and committee, dialogue, or workshop group members. Training may be conducted in person, virtually, or a hybrid of both. For program and consistency reasons, training should be designed so that it can be replicated in order to provide national consistency and reduce costs. Training may be designed to be presented by contractor staff, EPA staff or others involved in the program.

As specified in the task order or written technical direction, the contractor shall:

- a. Conduct a needs assessment with EPA staff or other parties to identify training needs and materials.
- b. Design, or co-design with EPA personnel, in-person, or virtual training.
- c. Produce training materials (handouts, manuals, notebooks, videos, and audio). Provide written or electronic copies of speaker/trainer notes.
- d. Provide subject matter experts in technical, scientific, economic, or other fields to research, analyze or to contribute to the training materials or make presentations to the training participants.
- e. Prepare and present research, case studies, exercises, analyses, explanations, summaries, fact sheets, white papers, brochures, social media messages, and other data or information required to accomplish the goals of the training.
- f. Establish and maintain communication and information links such as websites, list serves, and other methods of communication between the organization sponsoring the training and those receiving it.
- g. Perform logistical tasks such as registration and notification of participants, arrange meeting facilities and support, provide required services, supplies and equipment for presenting the course, including access to teleconference, webinar or other electronic communication technologies.
- h. Deliver all or portions of seminars. Present off-the-shelf courses that the provider possesses expertise in presenting.
- i. Design and conduct evaluations. Provide results and recommendations regarding the effectiveness of, and proposed changes to, the trainings or programs.

- j. Manage a suite of courses or a specialized curriculum of courses, develop program and course descriptions, disseminate information, schedule courses and locations, track participant attendance and course completion, program effectiveness evaluation and program reporting.
- k. Prepare a final report summarizing the training, self-reflection on the process, and recommendations for changes, additions or deletions in the training agenda, materials, or procedures.
- l. Contribute to or conduct all or parts of an evaluation of the training according to CPRC's evaluation framework. Complete the evaluation questionnaire, provide names, and contact information for training participants, and/or participate in interviews for evaluation purposes.

## **TASK J – ACTIVITIES IN SUPPORT OF THE ADR PROCESS**

Ancillary to a dispute resolution, public involvement process, training or other project ordered under this contract, the contractor shall provide administrative, communications, logistical, scientific and/or technical support, and technical writing/editing support as specified in the task order or written technical direction.

### **1. Administrative Support**

The Federal Advisory Committee Act and the Negotiated Rulemaking Act both authorize travel reimbursement to participants in a negotiation or committee. EPA will reimburse the contractor for travel. The contractor shall reimburse non-federal technical experts, panel members, presenters, and speakers for travel expenses and other direct costs incurred. The contractor shall conduct local and Continental United States (CONUS) travel in accordance with GSA's Federal Travel Regulation found here: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation>. The contractor shall conduct Outside the Continental United States (OCONUS) travel in accordance with the Department of Defense Joint Travel Regulations found here: <https://www.defensetravel.dod.mil/site/travelreg.cfm>. The contractor shall adhere to the requirements of [Federal Acquisition Regulation \(FAR\) Subpart 31.2](#) in incurring allowable travel costs under this requirement.

### **2. Communications Support**

The contractor shall design and implement efficient and effective communications, information exchanges and education processes such as document repositories, help lines, teleconference calls, video conference calls and electronic communications through websites, list serves, online dialogues, podcasts, social media, or text messages. In addition, the contractor shall gather, compile, categorize, report, research, analyze and prepare responses to public comment.

### **3. Meeting Logistical Support**

The contractor shall obtain meeting room facilities, equipment (e.g., computers, screens, audio-visual equipment, flip charts, and markers), online connections and services, supplies and other allowable, miscellaneous services appropriate and necessary in helping the parties achieve the goals of the assigned task.

#### **4. Expert Technical and Scientific Assistance**

Conflicting factual assertions arise that may require evaluation, assessment, research, information gathering, verification, calculation, and analysis by a specialist in the narrow field of concern. For example, a committee or group of stakeholders may require specialized advice on statistical sampling methods, economic analyses, or chemical or biological analytical test methods from an expert who has not been previously retained or used by any of the parties and can be considered by all parties as neutral. Alternatively, a group of stakeholders or committee may require a panel of experts to bring to light all possible sides of an issue in one place or time.

The contractor shall locate, retain, and manage subject matter experts in such fields as statistics, economics, engineering, health medicine, biology, toxicology, epidemiology, agriculture, and other technical or specialized fields. The contractor shall consult with parties to the dispute to identify the experience, education, knowledge, and skills required of the expert and to further define the scope of the expert's work.

#### **5. Technical Writing/Editing and Design Documents**

The contractor shall research, design, write and edit fact sheets, brochures, white papers, analyses, data presentations, meeting presentations, webcasts, videos, online postings, social media messages, websites, and other documents, presentations or papers required to educate parties in a potential or actual dispute or issue in controversy regarding the programmatic, scientific, or technical information, policy, or factual matters.



**ATTACHMENT 1**  
**ENVIRONMENTAL COLLABORATION AND CONFLICT RESOLUTION SERVICES**  
**(ECCRS) CONTRACT**  
**REPORTS OF WORK**

The contractor shall submit reports pertinent to each ADR or public involvement proceeding as ordered in each task order. Specific contents of each report, in addition to those minimum contents specified below, will be identified in individual project assignments. Confidential information shall not be included in reports unless confidentiality protections have been discussed with the Task Order Contracting Officer Representative (TOCOR) and the Contract-Level Contracting Officer Representative (CL-COR). The following reports are not necessarily the universe of reports that may be required by project assignments, they are examples of the most common reports. All reports shall be delivered to the TOCOR, CL-COR, and CO, unless otherwise specified below or as directed. A report shall not be required where there is a month with no activity on the task order.

**A. REQUIREMENTS APPLICABLE AT THE CONTRACT-LEVEL**

Some reports listed below may be combined with others, as directed by the CL-COR and/or TOCOR.

1. Monthly Progress Reports (in accordance with the descriptions below) – due to CL-COR, TOCOR, and CO by the 15<sup>th</sup> of the month
2. Fiscal year accomplishments report – annually, due to CL-COR and CO by 10/31
  - Number of contract actions & associated dollar value
  - Number of ECCR cases, including examples of Administrator priorities
  - Number of Superfund projects
3. Fiscal year-end statistics report – annually, due to CL-COR and CO by 10/31
  - Number of contract actions & associated dollar value
  - Total number of task orders open & closed
  - Number of new task orders
  - Total number of open technical directions
  - Percentage of task orders and technical directions in each Program Office and/or Region
  - Percentage of contract funds from each Program and/or Regional Office
4. Annual Costs Incurred Report – by either fiscal year or period of performance due to CL-COR and CO 30 days after the close of the reporting period selected
  - a. Total management hours and costs by task order and labor category
  - b. Total hours and costs (including management) by task order and labor category
5. End of contract statistics report – due to CL-COR and CO two months after contract end

- Total contract actions
  - Total number of task orders
  - Total number of technical directions
  - Percentage of task orders and technical directions in each Program Office and/or Region
  - Percentage of contract funds from each Program and/or Regional Office
  - Total number of labor hours by subcontractor
  - Total number of management hours by prime and subcontractor
  - Total contract dollars:
    - Awarded
    - Funded
    - Invoiced
6. End of contract Costs Incurred Report – by either fiscal year or period of performance due to CL-COR and CO 30 days after the close of the end of the contract (may be combined with #5, as directed).
- a. Total management hours and costs by task order and labor category
  - b. Total hours and costs (including management) by Task Order and labor category

## **B. REQUIREMENTS APPLICABLE TO JIT TASK ORDERS**

1. Monthly progress report due by the 15<sup>th</sup> of the month, to include (EPAAR 1552.211-72):
  - a. Table 1 - Financial Summary by Contract Line-Item Number (CLIN)
    - i. CLIN
    - ii. Description
    - iii. Capacity
    - iv. Funded Amount
    - v. Unfunded Amount
    - vi. Current Management Hours Invoiced
    - vii. Current Management Dollars Invoiced
    - viii. Current Hours Invoiced
    - ix. Current Dollars Invoiced
    - x. Cumulative Management Hours Invoiced
    - xi. Cumulative Management Dollars Invoiced
    - xii. Cumulative Hours Invoiced
    - xiii. Cumulative Dollars Invoiced
    - xiv. Estimated Lagging Hours
    - xv. Estimated Lagging Costs
    - xvi. Percent of Funding Spent (including lagging costs)
    - xvii. Funded Amount Remaining (after accounting for lagging costs)
    - xviii. Anticipated Hours Invoiced During Next Reporting Period
    - xix. Anticipated Dollars Invoiced During Next Reporting Period
  - b. Table 2 – Detailed Financial Status by Technical Direction (TD)
    - i. TD Number
    - ii. Project/Case Name

- iii. Service Provider(s) by Name and Labor Category
    - iv. Current Invoice Data
      - 1. Management labor hours
      - 2. Management labor dollars
      - 3. Technical labor hours
      - 4. Technical labor dollars
      - 5. Travel/ODCs/Indirect Costs
      - 6. Total Current Cost
      - 7. Service Provider's Billing Period
    - v. Cumulative Management Hours Invoiced
    - vi. Cumulative Management Dollars Invoiced
    - vii. Cumulative Hours Invoiced
    - viii. Cumulative Dollars Invoiced
    - ix. Estimated Lagging Hours
    - x. Estimated Lagging Costs
    - xi. Funded Value
    - xii. Remaining Value (after accounting for lagging costs)
    - xiii. Percent Spent by TD
  - c. Activities Corresponding to the Current Invoice (by Task Area and TD)
  - d. Additional Activities During the Current Reporting Period to be Billed on Future Invoices (by Task Area and TD)
  - e. Deliverables During the Current Reporting Period
  - f. Difficulties Encountered and Remedial Actions Taken (by Task Area and TD)
  - g. Activities Anticipated During the Next Reporting Period (by Task Area and TD)
  - h. Deliverables Anticipated During Next Reporting Period (by Task Area and TD)
  - i. Outstanding Actions Awaiting EPA Contracting Officer Authorization
  - j. Supplementary Information (e.g., discounted labor category rates, specific ODCs and/or travel costs, credits, G&A-related fees, service center allocations, etc.)
2. At the direction of the TOCOR and due by the 15<sup>th</sup> of the month, a monthly progress report for each JIT technical direction (i.e., project) that can be separated and provided to an EPA technical point of contact:
- a. TD#
  - b. Title
  - c. EPA Technical Point of Contact (POC)
  - d. TD initiation date
  - e. TD end date
  - f. Service Provider(s) by Name and Labor Category
  - g. TD-level financial information to include:
    - i. Current period management labor hours and costs
    - ii. Current period technical labor hours and costs
    - iii. Current period travel/ODCs/Indirect costs
    - iv. Current period total current cost
    - v. Current period provider's billing period
    - vi. Cumulative costs invoiced
    - vii. Estimated lagging costs

- viii. Total funded value
    - ix. Remaining funds, after accounting for lagging costs
    - x. Percent spent
    - xi. Percent remaining
    - xii. Percent billed for the current period
    - xiii. Percent billed overall
  - h. Activities associated with costs incurred in the current period
  - i. Activities completed during the current period and to be billed on a future invoice
  - j. Activities anticipated in the next period
  - k. Difficulties encountered and remedial actions taken
3. Annual reporting period report due to the CO, CL-COR and/or TOCOR by October 31, as directed by the CL-COR.
- a. TD#
  - b. Title
  - c. EPA Technical Point of Contact (POC)
  - d. Service Provider(s) by Name and Labor Category
  - e. TD initiation date
  - f. TD end date
  - g. Status
  - h. Outcome
  - i. Management hours incurred in reporting period (including billed and lagging costs)
  - j. Management dollars incurred in reporting period (including billed and lagging costs)
  - k. Total hours incurred in reporting period by TD (including billed and lagging costs)
  - l. Total dollars incurred in reporting period by TD (including billed and lagging costs)
  - m. Cumulative management hours incurred (including billed and lagging costs)
  - n. Cumulative management dollars incurred (including billed and lagging costs)
  - o. Cumulative hours incurred (including billed and lagging costs)
  - p. Cumulative dollars incurred (including billed and lagging costs)
4. Final Report

At the end of each task order and as directed, the contractor shall submit a Final Report, which shall consist of:

- a. Completed case summary report(s) or training summary reports for the case(s) or project(s) assigned to the task order (i.e., technical directions), including for multiple case task orders (i.e., JIT task orders), all previously submitted Case Summary Reports. For projects that are not cases or training, the final report narrative shall include a short description of the project background, goals, approach and activities, relevant discussion of participants and the outcomes, outputs, or end products of the project. The final report narrative shall also

include a reflection on the project goals and achievements and recommendations, if any, for follow-up or improvements. Confidential information shall not be included in reports unless confidentiality protections have been discussed with the TOCOR and CL-COR.

- b. A participant list, if applicable, with contact information for key participants, including names, organizations, phone numbers, fax number, and street and email addresses.
- c. A copy of each of the final deliverables or agreements such as a final agreement, settlement agreement, recommendations, ground rules, fact sheets, or information brochures or a list of the publicly available websites or other postings of these documents
- d. A final summary budget outlining costs by labor category and direct cost categories, broken down by design, implementation, and evaluation phase

The length of the final report shall be commensurate with the total length, cost, effort, and complexity of the task order, but shall not exceed 10 pages without approval from the TOCOR and/or CL-COR

#### 5. Other Deliverables: Agendas, Evaluations, Summaries, Debriefings

Most task orders will have additional written deliverables or transmittals such as meeting agendas, meeting summaries, meeting evaluations, white papers, issues analyses, training materials, or training evaluations. The task order will specify what item or presentation is to be provided, a description of the necessary elements of the item or presentation and the number and dates due for these items or presentations. These written deliverables or transmittals shall be provided in draft and, after receipt and incorporation of comments, in final to the TOCOR. Confidential information shall not be included in reports unless confidentiality protections have been discussed with the TOCOR and/or CL-COR.

The contractor shall also provide the CL-COR with copies of all final meeting evaluations, training evaluations and training materials, and shall provide drafts or finals of all other documents upon request.

If the results of the contractor's efforts are presented in briefings, the CL-COR shall be notified in writing of the date, time, and place of the briefing at least one week in advance.

### **C. REQUIREMENTS APPLICABLE TO NON-JIT TASK ORDERS**

- 1. Monthly progress report due by the 15<sup>th</sup> of the month, to include (EPAAR 1552.211-72):
  - a. Table 1 - Financial Summary by Contract Line-Item Number (CLIN)
    - i. CLIN (including Active and Optional PWS Task Areas)
    - ii. Description
    - iii. Capacity

- iv. Funded Amount
- v. Unfunded Amount
  - i. Current Management Hours Invoiced
  - ii. Current Management Dollars Invoiced
- vi. Current Hours Invoiced
- vii. Current Dollars Invoiced
- iii. Cumulative Management Hours Invoiced
- iv. Cumulative Management Dollars Invoiced
- viii. Cumulative Hours Invoiced
- ix. Cumulative Dollars Invoiced
- x. Estimated Lagging Hours
- xi. Estimated Lagging Costs
- xii. Percent of Funding Spent (including lagging costs)
- xiii. Funded Amount Remaining (after accounting for lagging costs)
- xiv. Anticipated Hours Invoiced During Next Reporting Period
- xv. Anticipated Dollars Invoiced During Next Reporting Period
- b. Table 2 – At the direction of the TOCOR, detailed costs incurred by PWS task area
  - i. Service Provider(s) by Name and Labor Category (if applicable)
  - ii. Current Invoice Data
    - 1. Management labor hours
    - 2. Management labor dollars
    - 3. Technical labor hours
    - 4. Technical labor dollars
    - 5. Travel/ODCs/Indirect Costs
    - 6. Total Current Cost
    - 7. Service Provider's Billing Period (if applicable)
  - iii. Cumulative Management Hours Invoiced
  - iv. Cumulative Management Dollars Invoiced
  - v. Cumulative Hours Invoiced
  - vi. Cumulative Dollars Invoiced
  - vii. Estimated Lagging Hours
  - viii. Estimated Lagging Costs
  - ix. Funded Value
  - x. Remaining Value (after accounting for lagging costs)
  - xi. Percent Spent by TD
- c. Activities Corresponding to the Current Invoice
- d. Additional Activities During the Current Reporting Period to be Billed on Future Invoices
- e. Deliverables During the Current Reporting Period
- f. Difficulties Encountered and Remedial Actions Taken
- g. Activities Anticipated During the Next Reporting Period
- h. Deliverables Anticipated During Next Reporting Period
- i. Outstanding Actions Awaiting EPA Contracting Officer Authorization
- j. Supplementary Information (e.g., discounted labor category rates, specific ODCs and/or travel costs, credits, G&A-related fees, service center allocations, etc.)

## 2. Final Report

At the end of each task order and as directed, the contractor shall submit a Final Report, which shall consist of:

- a. Completed case summary report(s) or training summary reports for the case (s) or project (s) assigned to the task order, including for multiple case task orders, all previously submitted Case Summary Reports. For projects that are not cases or training, the final report narrative shall include a short description of the project background, goals, approach and activities, relevant discussion of participants and the outcomes, outputs, or end products of the project. The final report narrative shall also include a reflection on the project goals and achievements and recommendations, if any, for follow-up or improvements. Confidential information shall not be included in reports unless confidentiality protections have been discussed with the TOCOR and CL-COR.
- b. A participant list, if applicable, with contact information for key participants, including names, organizations, phone numbers, fax number, and street and email addresses.
- c. A copy of each of the final deliverables or agreements such as a final agreement, settlement agreement, recommendations, ground rules, fact sheets, or information brochures or a list of the publicly available websites or other postings of these documents
- d. A final summary budget outlining costs by labor category and direct cost categories, broken down by design, implementation, and evaluation phase

The length of the final report shall be commensurate with the total length, cost, effort, and complexity of the task order, but shall not exceed 10 pages without approval from the TOCOR and/or CL-COR

## 3. Other Deliverables: Agendas, Evaluations, Summaries, Debriefings

Most task orders will have additional written deliverables or transmittals such as meeting agendas, meeting summaries, meeting evaluations, white papers, issues analyses, training materials, or training evaluations. The task order will specify what item or presentation is to be provided, a description of the necessary elements of the item or presentation and the number and dates due for these items or presentations. These written deliverables or transmittals shall be provided in draft and, after receipt and incorporation of comments, in final to the TOCOR. Confidential information shall not be included in reports unless confidentiality protections have been discussed with the TOCOR and/or CL-COR.

The contractor shall also provide the CL-COR with copies of all final meeting evaluations, training evaluations and training materials, and shall provide drafts or finals of all other documents upon request.



If the results of the contractor's efforts are presented in briefings, the CL-COR shall be notified in writing of the date, time, and place of the briefing at least one week in advance.